HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

NOTICE OF AND AGENDA FOR A WORKSHOP AND REGULAR MEETING TO BE HELD BY THE BOARD OF DIRECTORS

DATE: **WEDNESDAY, JUNE 18, 2014**
TIME: **5:30 PM**
PLACE: **PHARR CITY HALL**
2nd FLOOR, CITY COMMISSION CHAMBERS
118 SOUTH CAGE BOULEVARD
PHARR, TEXAS 78577

PRESIDING: DENNIS BURLESON, CHAIRMAN

CALL TO ORDER FOR WORKSHOP

1. Quarterly Investment Report for periods ending September 31, 2013, December 31, 2013 and March 31, 2014.

CALL TO ORDER FOR REGULAR MEETING

PUBLIC COMMENT

1. REPORTS

A. Report on Program Manager Activity for SH 365 and IBTC – Louis Jones, Dannenbaum Engineering

2. CONSENT AGENDA (*All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately. The Governing Body may also elect to go into Executive Session on any item on this agenda, whether or not such item(s) are posted as an Executive Session Item, at any time during the meeting when authorized by provisions of the Open Public Meeting Act.)*

A. Approval of Minutes for Regular Meeting held May 21, 2014.
B. Approval of Project & General Expense Report for the period from May 14, 2014 to June 10, 2014.
C. Approval of Financial Report for May 2014.
D. Approval of Quarterly Investment Report for the periods ending September 30, 2013, December 31, 2013 and March 31, 2014.
E. Resolution 2014-50 – Authorizing Celia Gaona as a signatory for Hidalgo County Regional Mobility Authority Credit Card with PlainsCapital Bank and authorizing a single transaction limit of $1,500.00 and a monthly credit limit of $3,000.00.
F. Resolution 2014-51 – Approval of Supplemental Number 2 to Work Authorization Number 3 to the Professional Service Agreement with TEDSI Infrastructure Group to prepare utility easement plats for Military Highway Water Supply Corporation water line adjustment as part of the US 281/Military Highway Overpass Project.
G. Resolution 2014-60 – Approval of Agreement with FSC to perform post compliance services.

3. REGULAR AGENDA

A. Resolution 2014-52 – Authorization to establish the 4th Wednesday of the month as the date for the Regular Board of Directors Regular Meeting.
B. Resolution 2014-53 - Award of Contract to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for Professional Service Agreements for Surveying Services for the International Bridge Trade Corridor Project.
C. Resolution 2014-54 – Approval of Work Authorization Number 1 to Professional Service Agreement with Halff Associates to prepare parcel plats and descriptions for the International Bridge Trade Corridor Project.
D. Resolution 2014-55 – Approval of Work Authorization Number 1 to Professional Service Agreement with Quintanilla, Headley and Associates to prepare parcel plats and descriptions for the International Bridge Trade Corridor Project.
E. Resolution 2014-56 - Approval of Work Authorization Number 1 to Professional Service Agreement with R. Gutierrez Engineering to prepare parcel plats and descriptions for the International Bridge Trade Corridor Project.
F. Resolution 2014-57 - Approval of Work Authorization Number 1 to Professional Service Agreement with Melden & Hunt to prepare parcel plats and descriptions for the International Bridge Trade Corridor Project.
G. Resolution 2014-58 - Approval of Work Authorization Number 17 to Professional Service Agreement with Dannenbaum Engineering to prepare traffic signal warrant projected traffic counts for the State Highway 365 and International Bridge Trade Corridor Project.
H. Resolution 2014-59 - Approval of Supplemental Number 5 to Professional Service Agreement with Dannenbaum Engineering to increase the maximum payable amount for Work Authorization Number 17.

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4. CHAIRMAN'S REPORT

A. Report on meeting with TxDOT Officials held June 11, 2014 in Austin, Texas.

5. TABLED ITEMS

A. Resolution 2014-49 – Approval of Work Authorization Number 4 to Professional Service Agreement with L&G Engineering to provide final plans, specifications and estimates for the State Highway 365 Project from FM 396 (Anzalduas Highway) to FM 1016 (Conway Avenue).

6. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.072 (DELIBERATION OF REAL PROPERTY), AND SECTION 551.074 (PERSONNEL MATTERS)

A. Consultation with Board Attorney on legal issues pertaining to the deliberation of real property for the State Highway 365 and International Bridge Trade Corridor Projects (Section 551.072 T.G.C.).
B. Consultation with Board Attorney on legal issues pertaining to Early Right of Way Acquisition for the State Highway 365 and International Bridge Trade Corridor Projects (Section 551.071 T.G.C).
C. Consultation with Board Attorney on legal issues pertaining to the environmental clearance process for the State Highway 365 and International Bridge Trade Corridor Projects (Section 551.071 T.G.C.).
D. Consultation with Board Attorney on legal issues pertaining to intervention on the Cross Valley Project (Section 551.071 T.G.C.).
E. Consultation with Board Attorney on legal issues pertaining to the proposed South Texas Class I Rail Project (Section 551.071 T.G.C.).
F. Annual performance evaluation of Pilar Rodriguez, Executive Director (Section 551.074 T.G.C.).

ADJOURNMENT OF REGULAR MEETING

PUBLIC COMMENT POLICY

Public Comment Policy: "At the beginning of each HCRMA meeting, the HCRMA will allow for an open public forum/comment period. This comment period shall not exceed one-half (1/2) hour in length and each speaker will be allowed a maximum of three (3) minutes to speak. All individuals desiring to address the HCRMA must be signed up to do so, prior to the open comment period. The purpose of this comment period is to provide the public an opportunity to address issues or topics that are under the jurisdiction of the HCRMA. For issues or topics which are not otherwise part of the posted agenda for the meeting, HCRMA members may direct staff to investigate the issue or topic further. No action or discussion shall be taken on issues or topics which are not part of the posted agenda for the meeting. Members of the public may be recognized on posted agenda items deemed appropriate by the Chairman as these items are considered, and the same time limitations (3 minutes) applies."

C E R T I F I C A T I O N

I, the Undersigned Authority, do hereby certify that the attached agenda of the Hidalgo County Regional Mobility Authority Board of Directors is a true and correct copy and that I posted a true and correct copy of said notice on the Hidalgo County Regional Mobility Authority Web Page (www.hcrma.net) and the bulletin board in the Hidalgo County Court House (100 North Closner, Edinburg, Texas 78539), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the **12th** day of **June 2014** at **12:00 pm** and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Flor E. Koll
Program Administrator

Note: If you require special accommodations under the Americans with Disabilities Act, please contact Flor E. Koll at 956-402-4762 at least 24 hours before the meeting.

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Workshop Item 1

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**1**
PLANNING COMMITTEE		**DATE SUBMITTED**	**6/09/14**
FINANCE COMMITTEE		**MEETING DATE**	**6/18/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **WORKSHOP ITEM 1 – QUARTERLY INVESTMENT REPORT FOR PERIODS ENDING SEPTEMBER 31, 2013, DECEMBER 31, 2013 AND MARCH 31,2014.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Presentation of quarterly investment reports for the periods ending September 31, 2013, December 31, 2013 and March 31, 2014.

3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: ___Yes ___No X N/A

5. Staff Recommendation**: Report only.**

6. Program Manager's Recommendation: ___Approved ___Disapproved **X** None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

10. Executive Director's Recommendation: ___Approved ___Disapproved **X** None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Quarterly Investment Report

For Quarter Ending

September 30, 2013

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Board of Directors
Dennis Burleson, Chairman
Josue Reyes, Vice Chairman
Ricardo Perez, Secretary/Treasurer
Michael Cano, Director
Forrest Runnels, Director
Alonzo Cantu, Director
R. David Guerra, Director

May 30, 2014

To: Dennis Burleson, Chair
Member of the Board of Directors

From: Pilar Rodriguez, Executive Director/Investment Officer
Jerry W. Dale, Chief Financial Officer/Investment Officer

RE: Quarterly Investment Report for QE September 30, 2013/Statement of Compliance

The above-referenced report is hereby presented, pursuant to the Public Funds Investment Act (PFIA), for your review and acceptance.

During this quarter, the HCRMA's first investment was made. Due to concerns over the strength of its Bank Depository, the First National Bank, $3.3M was disbursed to purchase a Treasury Bill at a discount with a short maturity—basically, a flight to safety. This provided the time necessary to go through the required procedures to open an account with a Local Government Investment Pool, TexSTAR.

The PFIA also requires that the report contain a Statement of Compliance, signed by the Investment Officers, as presented below:

STATEMENT OF COMPLIANCE

Pursuant to the PFIA, we the Investment Officers of the Hidalgo County Regional Mobility Authority, represent to you that the portfolio presented in this report is in compliance with:

The HCRMA's Investment Policy, and

The Public Funds Investment Act of the State of Texas

Pilar Rodriguez, Investment Officer

Jerry W. Dale, Investment Officer

118 South Cage Boulevard, 4th Floor
PO Box 1766
Pharr, Texas 78577
(956) 402-4762
www.hcrma.net

Hidalgo County Regional Mobility Authority
SUMMARY
QUARTERLY INVESTMENT REPORT
For Quarter Ending September 30, 2013

	Treasuries	Agencies	TexSTAR	Total
COST				
Beginning Balance	$ -	$ -	$ -	$ -
Additions:				
Purchases	3,299,988	-	550,000	3,849,988
Investment Earnings	12	-	43	55
Transfers-In	-	-	3,300,000	3,300,000
Deductions:				
Withdrawals	-	-	(52,500)	(52,500)
Transfers-Out	(3,300,000)	-	-	(3,300,000)
Maturiies	-	-	-	-
Ending Balance	$ -	$ -	$ 3,797,543	$ 3,797,543
MARKET VALUE				
Beginning Balance	$ -	$ -	$ -	$ -
Ending Balance	$ -	$ -	$ 3,797,854	$ 3,797,854
Weighted Average Maturity			51	51
Weighted Average Yield			0.0390%	0.0390%

Hidalgo County Regional Mobility Authority
DETAIL - HOLDINGS BY FUND
QUARTERLY INVESTMENT REPORT
For Quarter Ending September 30, 2013

Type of Security/Fund	Description	Cusip #	Date Purchased	Date Maturity	Yield	Cost	Accrued Interest	Transfer	Adjusted Cost	Market Value
Treasuries										
Vehicle Registration Fee Fund	U S TREASURY BILL	9127957K1	8/23/2013	9/19/2013	0.00005%	$ 3,299,988	$ 12	$ (3,300,000)	$ -	$ -
Local Govt Investment Pool (TexSTAR)										
General Operating Fund	As Shown	N/A	9/13/2013		0.0390%	150,000	2	(2,500)	147,502	147,514
Vehicle Registration Fund	As Shown	N/A	9/19/2013		0.0390%	400,000	7	-	400,007	400,040
Loop Project Fund	As Shown	N/A	9/13/2013		0.0390%	3,300,000	34	(50,000)	3,250,034	3,250,301
Total LGIP (TexSTAR)						3,850,000	43	(52,500)	3,797,543	3,797,854

TexSTAR

Monthly Newsletter – September 2013

Performance

As of September 30, 2013

Current Invested Balance	$4,545,216,845.55
Weighted Average Maturity (1)	51 Days
Weighted Average Maturity (2)	64 Days
Net Asset Value	1.000082
Total Number of Participants	781
Management Fee on Invested Balance	0.05%*
Interest Distributed	$335,343.11
Management Fee Collected	$188,337.88
% of Portfolio Invested Beyond 1 Year	0.55%
Standard & Poor's Current Rating	AAAm

Rates reflect historical information and are not an indication of future performance.

September Averages

Average Invested Balance	$4,582,765,571.29
Average Monthly Yield, on a simple basis	0.0390%
Average Weighted Average Maturity (1)*	52 Days
Average Weighted Average Maturity (2)*	64 Days

Definition of Weighted Average Maturity (1) & (2)

(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.

(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

* The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee September be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

New Participants

We would like to welcome the following entity who joined the TexSTAR program in September:

★ Avery ISD ★ Bacliff MUD ★ Hidalgo County RMA ★ City of Hooks

Holiday Reminder

Please note that in observance of the Columbus Day holiday, **TexSTAR will be closed Monday, October 14, 2013**. All ACH transactions initiated on Friday, October 11th will settle on Tuesday, October 15th. This is an unusual holiday where the investment markets are open but the banks are closed. Please plan accordingly for your liquidity needs.

Economic Commentary

Equity and bond markets were volatile in the third quarter as investors focused on the Federal Reserve meeting in mid-September and the risks associated with the fiscal-policy negotiations in Washington. The Federal Reserve's decision to delay tapering was a notable surprise to the markets. The majority of market participants had predicted that the Fed would announce a reduction in its monthly asset purchase program at its September meeting. Instead, the Fed shocked markets with its dovish comments, maintaining its current monetary policy and leaving monthly asset purchases of Treasuries and mortgage-backed securities at $85 billion per month. The Fed showed concern over tightening financial conditions and pending fiscal drama, while downplaying the importance of the unemployment rate on a standalone basis, deciding to wait for more evidence that economic progress will be self-sustained before pulling back. On October 1st, Congress was unable to agree on a bill to fund the government at the outset of FY2014 and the government partially shut down for the first time in almost two decades. It is still very unclear how things will develop, but Democrats and Republicans currently remain far from an agreement. The duration of the shutdown will be key in determining the ultimate impact on the economy. The bigger concern is whether Congress will raise the debt ceiling before the October 17th deadline, when extraordinary measures will be exhausted. If they cannot agree on a resolution, the government risks a "technical default" on its debt, which is believed to be unlikely.

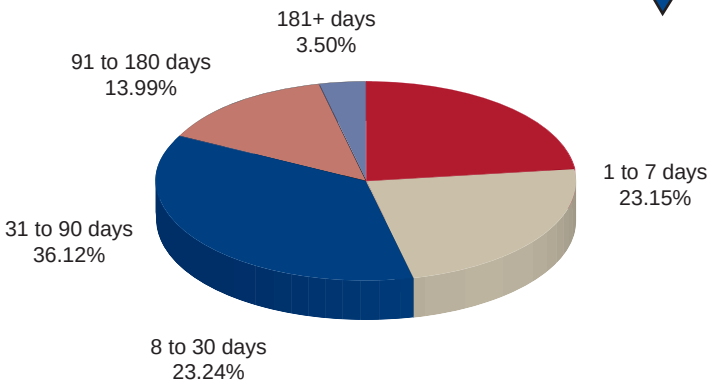
Data released in the third quarter continued to paint a mixed picture of U.S. economic growth. While initial jobless claims have declined, the economy continues to add fewer jobs. Consumer confidence and personal income continue to strengthen, but retail sales growth remains anemic. Manufacturing surveys suggest strong capital expenditures spending, yet capital goods orders have been unchanged. While the base case outlook for global growth continues to be sub-trend, stable and improving global economic conditions have moderately increased the upside potential for growth. Optimism is moderated by the impact of materially higher interest rates since May on the global economy, lower labor participation rates in the U.S. and a slack in global manufacturing. Should the Fed begin tapering its asset purchases before year-end, it would likely be very gradual and accompanied by accommodative forward rate guidance.

This information is an excerpt from an economic report dated September 2013 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

For more information about TexSTAR, please visit our web site at www.texstar.org.

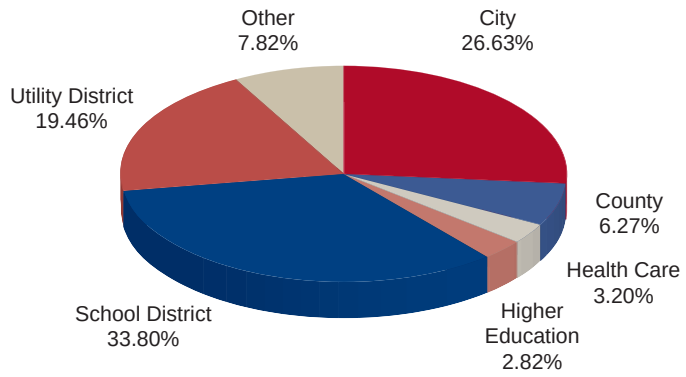
Information at a Glance

Portfolio by Type of Investment As of September 30, 2013



Portfolio by Maturity As of September 30, 2013

Distribution of Participants by Type As of September 30, 2013



Historical Program Information

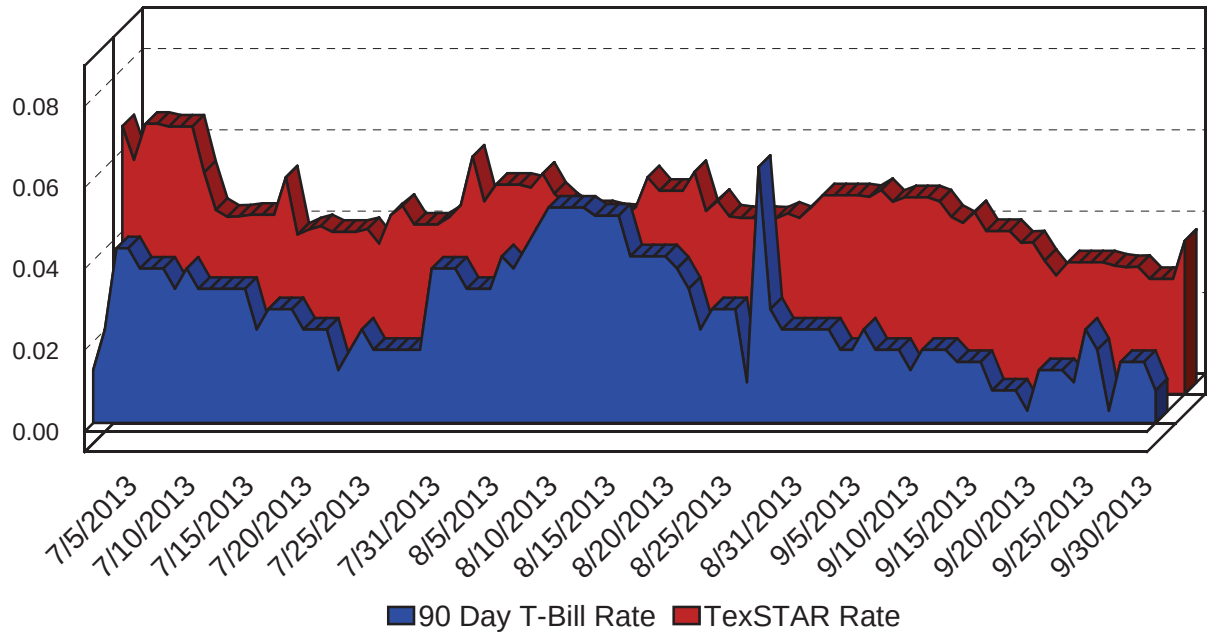
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Sep 13	0.0390%	4,545,216,845.55	4,545,590,808.40	1.000082	52	64	781
Aug 13	0.0474%	4,682,919,318.35	4,683,351,916.02	1.000091	52	59	777
Jul 13	0.0487%	4,833,856,137.70	4,834,318,370.27	1.000095	52	56	776
Jun 13	0.0614%	5,173,585,142.53	5,173,948,421.52	1.000070	54	58	775
May 13	0.0723%	5,474,920,318.32	5,475,469,836.81	1.000100	54	59	773
Apr 13	0.1038%	5,496,240,712.35	5,496,953,468.88	1.000129	51	57	773
Mar 13	0.1125%	5,635,357,483.25	5,636,069,051.83	1.000126	52	60	770
Feb 13	0.0996%	6,248,843,373.19	6,249,277,988.81	1.000069	51	58	768
Jan 13	0.1103%	6,030,821,287.69	6,031,600,682.90	1.000129	48	57	767
Dec 12	0.1647%	5,411,874,896.68	5,412,541,199.28	1.000123	49	60	767
Nov 12	0.1720%	4,745,368,285.66	4,745,870,906.22	1.000105	51	63	765
Oct 12	0.1746%	4,755,942,789.56	4,756,394,096.44	1.000094	45	60	763

Portfolio Asset Summary as of September 30, 2013

	Book Value	Market Value
Uninvested Balance	$ (2,523.55)	$ (2,523.55)
Accrual of Interest Income	944,404.38	944,404.38
Interest and Management Fees Payable	(371,351.26)	(371,351.26)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	852,282,000.00	852,282,000.00
Government Securities	3,692,364,315.98	3,692,738,278.83
Total	**$ 4,545,216,845.55**	**$ 4,545,590,808.40**

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact TexSTAR Participant Services.

TexSTAR versus 90-Day Treasury Bill



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness September be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at $1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill.

Daily Summary for September 2013

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
9/1/2013	0.0489%	0.000001339	$4,682,919,318.35	1.000091	49	60
9/2/2013	0.0489%	0.000001339	$4,682,919,318.35	1.000091	49	60
9/3/2013	0.0485%	0.000001329	$4,635,230,139.59	1.000089	50	60
9/4/2013	0.0502%	0.000001376	$4,654,768,169.45	1.000091	51	62
9/5/2013	0.0473%	0.000001297	$4,613,399,037.20	1.000091	53	63
9/6/2013	0.0484%	0.000001327	$4,551,165,375.96	1.000092	52	62
9/7/2013	0.0484%	0.000001327	$4,551,165,375.96	1.000092	52	62
9/8/2013	0.0484%	0.000001327	$4,551,165,375.96	1.000092	52	62
9/9/2013	0.0474%	0.000001298	$4,520,504,109.81	1.000096	52	63
9/10/2013	0.0436%	0.000001195	$4,562,895,334.98	1.000095	51	63
9/11/2013	0.0421%	0.000001154	$4,554,705,225.68	1.000091	52	63
9/12/2013	0.0447%	0.000001225	$4,545,982,289.88	1.000091	54	67
9/13/2013	0.0401%	0.000001098	$4,630,534,625.91	1.000085	52	64
9/14/2013	0.0401%	0.000001098	$4,630,534,625.91	1.000085	52	64
9/15/2013	0.0401%	0.000001098	$4,630,534,625.91	1.000085	52	64
9/16/2013	0.0372%	0.000001018	$4,640,264,980.43	1.000092	52	64
9/17/2013	0.0373%	0.000001021	$4,611,197,920.04	1.000090	53	65
9/18/2013	0.0328%	0.000000899	$4,593,100,812.11	1.000089	54	66
9/19/2013	0.0292%	0.000000799	$4,602,170,413.04	1.000091	54	67
9/20/2013	0.0324%	0.000000889	$4,518,081,222.33	1.000091	53	66
9/21/2013	0.0324%	0.000000889	$4,518,081,222.33	1.000091	53	66
9/22/2013	0.0324%	0.000000889	$4,518,081,222.33	1.000091	53	66
9/23/2013	0.0324%	0.000000889	$4,492,088,714.42	1.000090	53	66
9/24/2013	0.0316%	0.000000867	$4,532,363,679.81	1.000086	52	64
9/25/2013	0.0312%	0.000000855	$4,598,211,031.50	1.000085	54	67
9/26/2013	0.0313%	0.000000858	$4,584,434,905.07	1.000088	54	66
9/27/2013	0.0283%	0.000000774	$4,577,083,740.25	1.000082	52	64
9/28/2013	0.0283%	0.000000774	$4,577,083,740.25	1.000082	52	64
9/29/2013	0.0283%	0.000000774	$4,577,083,740.25	1.000082	52	64
9/30/2013	0.0377%	0.000001032	$4,545,216,845.55	1.000082	51	64
Average	0.0390%	0.000001068	$4,582,765,571.29		52	64

TexSTAR Participant Services
First Southwest Asset Management, Inc.
325 North St. Paul Street, Suite 800
Dallas, Texas 75201

TexSTAR

TexSTAR Board Members

William Chapman	*Central Texas Regional Mobility Authority*	*Governing Board President*
Nell Lange	*City of Frisco*	*Governing Board Vice President*
Kenneth Huewitt	*Houston ISD*	*Governing Board Treasurer*
Michael Bartolotta	*First Southwest Company*	*Governing Board Secretary*
Joni Freeman	*JP Morgan Chase*	*Governing Board Asst. Sec./Treas.*
Eric Cannon	*Town of Addison*	*Advisory Board*
Nicole Conley	*Austin ISD*	*Advisory Board*
Pamela Moon	*City of Lubbock*	*Advisory Board*
Monte Mercer	*North Central TX Council of Government*	*Advisory Board*
Oscar Cardenas	*Northside ISD*	*Advisory Board*
Stephen Fortenberry	*Plano ISD*	*Advisory Board*
Becky Brooks	*Government Resource Associates, LLC*	*Advisory Board*
Len Santow	*Griggs & Santow*	*Advisory Board*

For more information contact TexSTAR Participant Services ★ 1-800-TEX-STAR ★ www.texstar.org

FirstSouthwest

J.P.Morgan
Asset Management

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Quarterly Investment Report

For Quarter Ending

September 30, 2013

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Board of Directors
Dennis Burleson, Chairman
Josue Reyes, Vice Chairman
Ricardo Perez, Secretary/Treasurer
Michael Cano, Director
Forrest Runnels, Director
Alonzo Cantu, Director
R. David Guerra, Director

May 30, 2014

To: Dennis Burleson, Chair
Member of the Board of Directors

From: Pilar Rodriguez, Executive Director/Investment Officer
Jerry W. Dale, Chief Financial Officer/Investment Officer

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The Public Funds Investment Act of the State of Texas

Pilar Rodriguez, Investment Officer

Jerry W. Dale, Investment Officer

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PO Box 1766
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Hidalgo County Regional Mobility Authority
SUMMARY
QUARTERLY INVESTMENT REPORT
For Quarter Ending September 30, 2013

	Treasuries	Agencies	TexSTAR	Total
COST				
Beginning Balance	$ -	$ -	$ -	$ -
Additions:				
Purchases	3,299,988	-	550,000	3,849,988
Investment Earnings	12	-	43	55
Transfers-In	-	-	3,300,000	3,300,000
Deductions:				
Withdrawals	-	-	(52,500)	(52,500)
Transfers-Out	(3,300,000)	-	-	(3,300,000)
Maturiies	-	-	-	-
Ending Balance	$ -	$ -	$ 3,797,543	$ 3,797,543
MARKET VALUE				
Beginning Balance	$ -	$ -	$ -	$ -
Ending Balance	$ -	$ -	$ 3,797,854	$ 3,797,854
Weighted Average Maturity			51	51
Weighted Average Yield			0.0390%	0.0390%

Hidalgo County Regional Mobility Authority
DETAIL - HOLDINGS BY FUND
QUARTERLY INVESTMENT REPORT
For Quarter Ending September 30, 2013

Type of Security/Fund	Description	Cusip #	Date Purchased	Date Maturity	Yield	Cost	Accrued Interest	Transfer	Adjusted Cost	Market Value
Treasuries										
Vehicle Registration Fee Fund	U S TREASURY BILL	9127957K1	8/23/2013	9/19/2013	0.00005%	$ 3,299,988	$ 12	$ (3,300,000)	$ -	$ -
Local Govt Investment Pool (TexSTAR)										
General Operating Fund	As Shown	N/A	9/13/2013		0.0390%	150,000	2	(2,500)	147,502	147,514
Vehicle Registration Fund	As Shown	N/A	9/19/2013		0.0390%	400,000	7	-	400,007	400,040
Loop Project Fund	As Shown	N/A	9/13/2013		0.0390%	3,300,000	34	(50,000)	3,250,034	3,250,301
Total LGIP (TexSTAR)						3,850,000	43	(52,500)	3,797,543	3,797,854

TexSTAR

Monthly Newsletter – September 2013

Performance

As of September 30, 2013

Current Invested Balance	$4,545,216,845.55
Weighted Average Maturity (1)	51 Days
Weighted Average Maturity (2)	64 Days
Net Asset Value	1.000082
Total Number of Participants	781
Management Fee on Invested Balance	0.05%*
Interest Distributed	$335,343.11
Management Fee Collected	$188,337.88
% of Portfolio Invested Beyond 1 Year	0.55%
Standard & Poor's Current Rating	AAAm

Rates reflect historical information and are not an indication of future performance.

September Averages

Average Invested Balance	$4,582,765,571.29
Average Monthly Yield, on a simple basis	0.0390%
Average Weighted Average Maturity (1)*	52 Days
Average Weighted Average Maturity (2)*	64 Days

Definition of Weighted Average Maturity (1) & (2)

(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.

(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

* The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee September be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

New Participants

We would like to welcome the following entity who joined the TexSTAR program in September:

★ Avery ISD ★ Bacliff MUD ★ Hidalgo County RMA ★ City of Hooks

Holiday Reminder

Please note that in observance of the Columbus Day holiday, **TexSTAR will be closed Monday, October 14, 2013**. All ACH transactions initiated on Friday, October 11th will settle on Tuesday, October 15th. This is an unusual holiday where the investment markets are open but the banks are closed. Please plan accordingly for your liquidity needs.

Economic Commentary

Equity and bond markets were volatile in the third quarter as investors focused on the Federal Reserve meeting in mid-September and the risks associated with the fiscal-policy negotiations in Washington. The Federal Reserve's decision to delay tapering was a notable surprise to the markets. The majority of market participants had predicted that the Fed would announce a reduction in its monthly asset purchase program at its September meeting. Instead, the Fed shocked markets with its dovish comments, maintaining its current monetary policy and leaving monthly asset purchases of Treasuries and mortgage-backed securities at $85 billion per month. The Fed showed concern over tightening financial conditions and pending fiscal drama, while downplaying the importance of the unemployment rate on a standalone basis, deciding to wait for more evidence that economic progress will be self-sustained before pulling back. On October 1st, Congress was unable to agree on a bill to fund the government at the outset of FY2014 and the government partially shut down for the first time in almost two decades. It is still very unclear how things will develop, but Democrats and Republicans currently remain far from an agreement. The duration of the shutdown will be key in determining the ultimate impact on the economy. The bigger concern is whether Congress will raise the debt ceiling before the October 17th deadline, when extraordinary measures will be exhausted. If they cannot agree on a resolution, the government risks a "technical default" on its debt, which is believed to be unlikely.

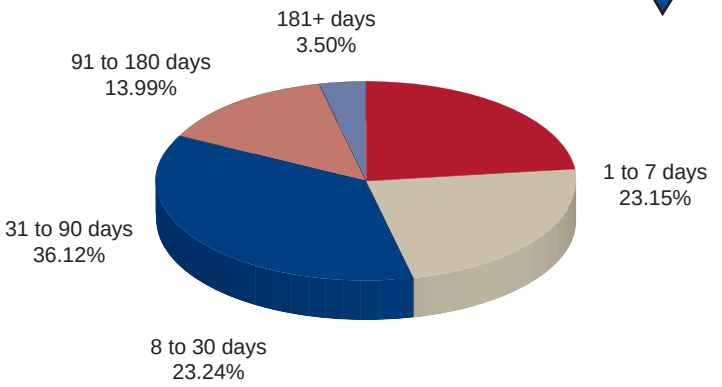
Data released in the third quarter continued to paint a mixed picture of U.S. economic growth. While initial jobless claims have declined, the economy continues to add fewer jobs. Consumer confidence and personal income continue to strengthen, but retail sales growth remains anemic. Manufacturing surveys suggest strong capital expenditures spending, yet capital goods orders have been unchanged. While the base case outlook for global growth continues to be sub-trend, stable and improving global economic conditions have moderately increased the upside potential for growth. Optimism is moderated by the impact of materially higher interest rates since May on the global economy, lower labor participation rates in the U.S. and a slack in global manufacturing. Should the Fed begin tapering its asset purchases before year-end, it would likely be very gradual and accompanied by accommodative forward rate guidance.

This information is an excerpt from an economic report dated September 2013 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

For more information about TexSTAR, please visit our web site at www.texstar.org.

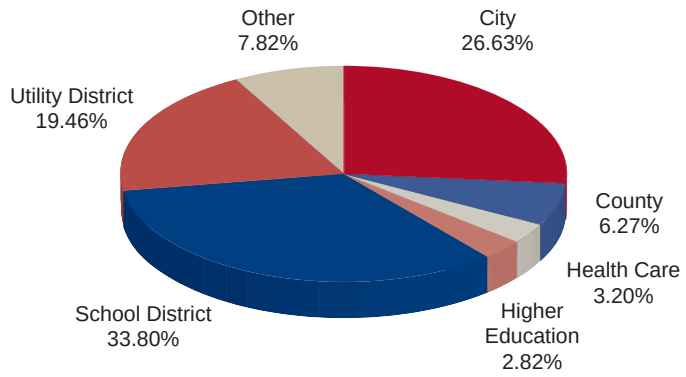
Information at a Glance

Portfolio by Type of Investment As of September 30, 2013



Portfolio by Maturity As of September 30, 2013

Distribution of Participants by Type As of September 30, 2013



Historical Program Information

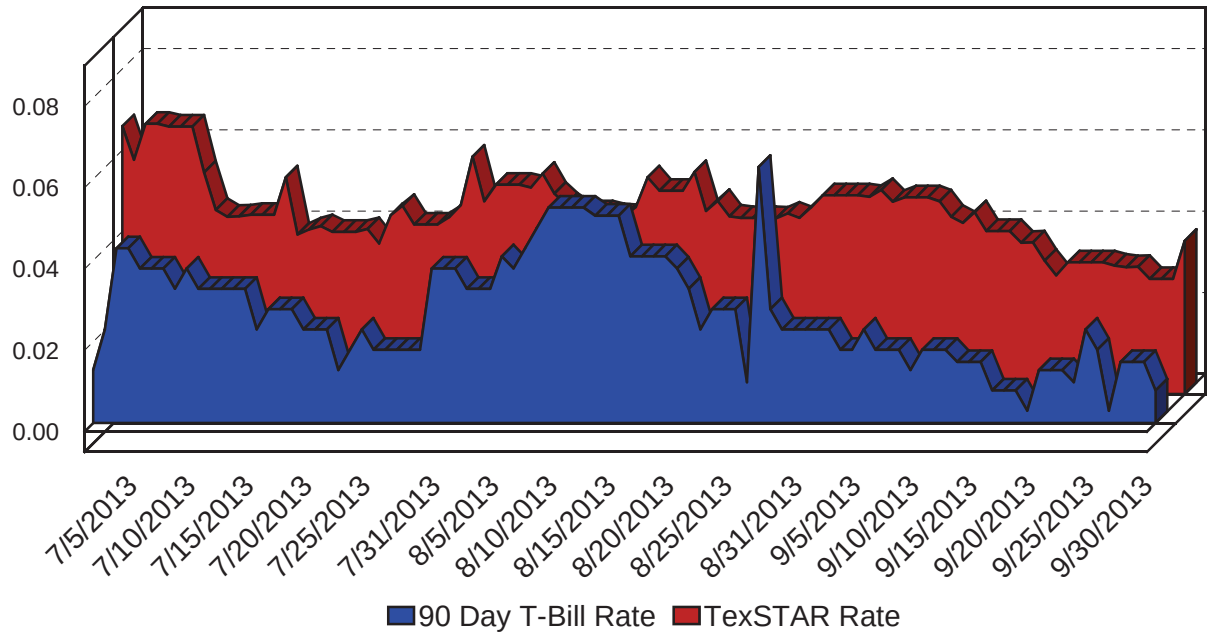
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Sep 13	0.0390%	4,545,216,845.55	4,545,590,808.40	1.000082	52	64	781
Aug 13	0.0474%	4,682,919,318.35	4,683,351,916.02	1.000091	52	59	777
Jul 13	0.0487%	4,833,856,137.70	4,834,318,370.27	1.000095	52	56	776
Jun 13	0.0614%	5,173,585,142.53	5,173,948,421.52	1.000070	54	58	775
May 13	0.0723%	5,474,920,318.32	5,475,469,836.81	1.000100	54	59	773
Apr 13	0.1038%	5,496,240,712.35	5,496,953,468.88	1.000129	51	57	773
Mar 13	0.1125%	5,635,357,483.25	5,636,069,051.83	1.000126	52	60	770
Feb 13	0.0996%	6,248,843,373.19	6,249,277,988.81	1.000069	51	58	768
Jan 13	0.1103%	6,030,821,287.69	6,031,600,682.90	1.000129	48	57	767
Dec 12	0.1647%	5,411,874,896.68	5,412,541,199.28	1.000123	49	60	767
Nov 12	0.1720%	4,745,368,285.66	4,745,870,906.22	1.000105	51	63	765
Oct 12	0.1746%	4,755,942,789.56	4,756,394,096.44	1.000094	45	60	763

Portfolio Asset Summary as of September 30, 2013

	Book Value	Market Value
Uninvested Balance	$ (2,523.55)	$ (2,523.55)
Accrual of Interest Income	944,404.38	944,404.38
Interest and Management Fees Payable	(371,351.26)	(371,351.26)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	852,282,000.00	852,282,000.00
Government Securities	3,692,364,315.98	3,692,738,278.83
Total	**$ 4,545,216,845.55**	**$ 4,545,590,808.40**

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact TexSTAR Participant Services.

TexSTAR versus 90-Day Treasury Bill



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness September be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at $1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill.

Daily Summary for September 2013

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
9/1/2013	0.0489%	0.000001339	$4,682,919,318.35	1.000091	49	60
9/2/2013	0.0489%	0.000001339	$4,682,919,318.35	1.000091	49	60
9/3/2013	0.0485%	0.000001329	$4,635,230,139.59	1.000089	50	60
9/4/2013	0.0502%	0.000001376	$4,654,768,169.45	1.000091	51	62
9/5/2013	0.0473%	0.000001297	$4,613,399,037.20	1.000091	53	63
9/6/2013	0.0484%	0.000001327	$4,551,165,375.96	1.000092	52	62
9/7/2013	0.0484%	0.000001327	$4,551,165,375.96	1.000092	52	62
9/8/2013	0.0484%	0.000001327	$4,551,165,375.96	1.000092	52	62
9/9/2013	0.0474%	0.000001298	$4,520,504,109.81	1.000096	52	63
9/10/2013	0.0436%	0.000001195	$4,562,895,334.98	1.000095	51	63
9/11/2013	0.0421%	0.000001154	$4,554,705,225.68	1.000091	52	63
9/12/2013	0.0447%	0.000001225	$4,545,982,289.88	1.000091	54	67
9/13/2013	0.0401%	0.000001098	$4,630,534,625.91	1.000085	52	64
9/14/2013	0.0401%	0.000001098	$4,630,534,625.91	1.000085	52	64
9/15/2013	0.0401%	0.000001098	$4,630,534,625.91	1.000085	52	64
9/16/2013	0.0372%	0.000001018	$4,640,264,980.43	1.000092	52	64
9/17/2013	0.0373%	0.000001021	$4,611,197,920.04	1.000090	53	65
9/18/2013	0.0328%	0.000000899	$4,593,100,812.11	1.000089	54	66
9/19/2013	0.0292%	0.000000799	$4,602,170,413.04	1.000091	54	67
9/20/2013	0.0324%	0.000000889	$4,518,081,222.33	1.000091	53	66
9/21/2013	0.0324%	0.000000889	$4,518,081,222.33	1.000091	53	66
9/22/2013	0.0324%	0.000000889	$4,518,081,222.33	1.000091	53	66
9/23/2013	0.0324%	0.000000889	$4,492,088,714.42	1.000090	53	66
9/24/2013	0.0316%	0.000000867	$4,532,363,679.81	1.000086	52	64
9/25/2013	0.0312%	0.000000855	$4,598,211,031.50	1.000085	54	67
9/26/2013	0.0313%	0.000000858	$4,584,434,905.07	1.000088	54	66
9/27/2013	0.0283%	0.000000774	$4,577,083,740.25	1.000082	52	64
9/28/2013	0.0283%	0.000000774	$4,577,083,740.25	1.000082	52	64
9/29/2013	0.0283%	0.000000774	$4,577,083,740.25	1.000082	52	64
9/30/2013	0.0377%	0.000001032	$4,545,216,845.55	1.000082	51	64
Average	0.0390%	0.000001068	$4,582,765,571.29		52	64

TexSTAR Participant Services
First Southwest Asset Management, Inc.
325 North St. Paul Street, Suite 800
Dallas, Texas 75201

TexSTAR

TexSTAR Board Members

William Chapman	*Central Texas Regional Mobility Authority*	*Governing Board President*
Nell Lange	*City of Frisco*	*Governing Board Vice President*
Kenneth Huewitt	*Houston ISD*	*Governing Board Treasurer*
Michael Bartolotta	*First Southwest Company*	*Governing Board Secretary*
Joni Freeman	*JP Morgan Chase*	*Governing Board Asst. Sec./Treas.*
Eric Cannon	*Town of Addison*	*Advisory Board*
Nicole Conley	*Austin ISD*	*Advisory Board*
Pamela Moon	*City of Lubbock*	*Advisory Board*
Monte Mercer	*North Central TX Council of Government*	*Advisory Board*
Oscar Cardenas	*Northside ISD*	*Advisory Board*
Stephen Fortenberry	*Plano ISD*	*Advisory Board*
Becky Brooks	*Government Resource Associates, LLC*	*Advisory Board*
Len Santow	*Griggs & Santow*	*Advisory Board*

For more information contact TexSTAR Participant Services ★ 1-800-TEX-STAR ★ www.texstar.org

FirstSouthwest

J.P.Morgan
Asset Management

Item 1A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**1A**
PLANNING COMMITTEE		**DATE SUBMITTED**	**6/09/14**
FINANCE COMMITTEE		**MEETING DATE**	**6/18/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **REPORT ON PROGRAM MANAGER ACTIVITY FOR SH 365 AND IBTC PROJECTS – DANNENBAUM ENGINEERING**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___ No

   Report from Program Manager on activity and progress to date on SH 365, IBTC and the Overweight Truck Corridor.

3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: ___ Yes ___ No X N/A

5. Staff Recommendation**: Report Only.**

6. Program Manager's Recommendation: ___ Approved ___ Disapproved **X** None

7. Planning Committee's Recommendation: ___ Approved ___ Disapproved **X** None

8. Board Attorney's Recommendation: ___ Approved ___ Disapproved **X** None

9. Chief Financial Officer's Recommendation: ___ Approved ___ Disapproved **X** None

10. Executive Director's Recommendation: ___ Approved ___ Disapproved **X** None

THIS ITEM WILL BE

SENT UNDER

SEPERATE COVER

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Item 2A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2A**
PLANNING COMMITTEE		**DATE SUBMITTED**	**6/09/14**
FINANCE COMMITTEE		**MEETING DATE**	**6/18/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **APPROVAL OF MINUTES FOR REGULAR MEETING HELD MAY 21, 2014.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___ No

   Consideration and approval of minutes for the Hidalgo County Regional Mobility Authority Board of Directors Regular Meeting held May 21, 2014.

3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: ___ Yes ___ No X N/A

5. Staff Recommendation**: Motion to approve the minutes for the Board of Director's Regular Meeting held May 21, 2014, as presented.**

6. Program Manager's Recommendation: ___ Approved ___ Disapproved **X** None

7. Planning Committee's Recommendation: ___ Approved ___ Disapproved **X** None

8. Board Attorney's Recommendation: **X** Approved ___ Disapproved ___ None

9. Chief Financial Officer's Recommendation: ___ Approved ___ Disapproved **X** None

10. Executive Director's Recommendation: **X** Approved ___ Disapproved ___ None

STATE OF TEXAS
COUNTY OF HIDALGO
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

The Hidalgo County Regional Mobility Authority Board of Directors convened for a Workshop and Regular Meeting on **Wednesday, May 21, 2014**, at 5:30 pm at the Pharr City Hall, City Commission Chambers, 2nd Floor, 118 South Cage Boulevard, Pharr, Texas, with the following present:

Board Members:	Dennis Burleson, Chairman	HCRMA
	Michael G. Cano, Vice-Chairman	HCRMA
	Ricardo Perez, Secretary/Treasurer	HCRMA
	Forrest Runnels, Director	HCRMA
	David Guerra, Director	HCRMA
	Alonzo Cantu, Director	HCRMA
	Josue Reyes, Director	HCRMA
Staff:	Pilar Rodriguez, Executive Director	HCRMA
	Jerry Dale, Chief Financial Officer	HCRMA
	Celia Gaona, Auditor/Compliance Officer	HCRMA
	Carlos Moreno, Acquisition Coordinator	HCRMA
	Flor E. Koll, Program Administrator	HCRMA
	Blakely Fernandez, Legal Counsel	HCRMA
	Dan Rios, Legal Counsel	HCRMA
	Louis Jones, Program Manager	HCRMA

CALL TO ORDER FOR WORKSHOP

Chairman Burleson called the workshop to order.

1. Presentation by Rio South Texas Economic Council (RSTEC).
   Alma Colleli, RSTEC Executive Director, gave a brief presentation on the Rio South Texas Economic Council and membership benefits. No action taken.
2. Review of aesthetics design features for the State Highway 365 and International Bridge Trade Corridor Projects.
   Pilar Rodriguez, Executive Director, reviewed the aesthetics design features for the State Highway 365 and International Bridge Trade Corridor Projects. No action taken.
3. Short list firm interview for ITS & Toll Designer Services for the Hidalgo County Loop System.
   Firms Maldonado-Burkett Intelligent Transportation System and TEDSI Infrastructure Group interviewed for the ITS Toll Designer Services for the Hidalgo County Loop System. No action taken.

ADJOURNMENT FOR WORKSHOP

CALL TO ORDER FOR REGULAR MEETING

Chairman Burleson called the regular meeting to order.

PUBLIC COMMENT

None.

1. REPORTS

A. Report on Program Manager Activity for SH 365 and IBTC – Louis Jones, Dannenbaum Engineering
Mr. Louis Jones, Program Manager, reviewed progress to date for the SH 365 and IBTC Projects. No action taken.

2. CONSENT AGENDA

Motion by David Guerra, with a second by Ricardo Perez, to approve the Consent Agenda. Motion carried unanimously.

A. Approval of Minutes for Regular Meeting held April 23, 2014.
Approved the Minutes for Regular Meeting held April 23, 2014 as presented.

B. Approval of Project & General Expense Report for the period from April 16, 2014 to May 13, 2014.
Approved the Project & General Expense Report for the period of April 16, 2014 to May 13, 2014 as presented.

C. Approval of Financial Report for March 2014.
Approved the Financial Report for March 2014 as presented.

3. REGULAR AGENDA

A. Resolution 2014-42 – Approval of One Year Extension to Professional Service Agreement with First Southwest for Financial Advisory Services.
Motion by Josue Reyes, with a second by Ricardo Perez, to approve Resolution 2014-42 – Approval of one year extension to Professional Service Agreement with First Southwest for Financial Advisory Services. Motion carried unanimously.

B. Resolution 2014-43 – Approval of 2013 Annual Compliance Report.
Motion by Ricardo Perez, with a second by Michael Cano, to approve Resolution 2014-43 – Approval of 2013 Annual Compliance Report. Motion carried unanimously.

C. Resolution 2014-44 – Approval of Aesthetic Design Features for structures as part of the State Highway 365 and International Bridge Trade Corridor Projects.
Motion by David Guerra, with a second by Forrest Runnels, to approve Resolution 2014-44 – Approval of Aesthetic Design Features for structures as part of the State Highway 365 and International Bridge Trade Corridor Projects. Motion carried unanimously.

D. Resolution 2014-45 - Approval of Supplemental Number 7 to Work Authorization Number 6 to Professional Service Agreement with Dannenbaum Engineering for additional non-destructive utility locations on the State Highway 365 Project.
Motion by Ricardo Perez, with a second by Forrest Runnels, to approve Resolution 2014-45 – Approval of Supplemental Number 7 to Work Authorization Number 6 to the Professional Service Agreement with Dannenbaum Engineering for additional non-destructive utility locations on the State Highway 365 Project in the amount of $64,990.00. Motion carried unanimously.

E. Resolution 2014-46 – Approval of Work Authorization Number 16 to Professional Service Agreement with Dannenbaum Engineering to provide a Hydrology and Hydraulic Study for the State Highway 365 and International Bridge Trade Corridor Project Drainage Service Area.
Motion by Ricardo Perez, with a second by Alonzo Cantu, to approve Resolution 2014-46 – Approval of Work Authorization Number 16 to the Professional Service Agreement with Dannenbaum Engineering to provide a Hydrology and Hydraulic Study for the State Highway 365 and International Bridge Trade Corridor Project Drainage Service Area in the amount of $215,571.04. Motion carried unanimously.

F. Resolution 2014-47 – Approval of Supplemental Number 4 to Professional Service Agreement with Dannenbuam Engineering to increase the maximum payable amount for Supplemental 7 to Work Authorization Number 6 and Work Authorization Number 16.
Motion by Alonzo Cantu, with a second by Ricardo Perez, to approve Resolution 2014-47 – Approval of Supplemental Number 4 to Professional Service Agreement with Dannenbuam Engineering to increase the maximum payable amount for Supplemental 7 to Work Authorization Number 6 and Work Authorization Number 16 in the amount of $280,561.04 for a revised maximum amount of $17,407,292.94. Motion carried unanimously.

G. Resolution 2014-48 - Approval of ranking for ITS & Toll Designer Services for the Hidalgo County Loop System and authorization for staff to negotiate with the selected firm.
Motion by Josue Reyes, with a second by Forrest Runnels, to approve Resolution 2014-48 – Award of Contract to TEDSI Infrastructure Group for ITS & Toll Design Services for the Hidalgo County Loop System and authorization for staff to negotiate with the selected firm. Motion carried unanimously.

H. Resolution 2014-49 – Approval of Work Authorization Number 4 to Professional Service Agreement with L&G Engineering to provide final plans, specifications and estimates for the State Highway 365 Project from FM 396 (Anzalduas Highway) to FM 1016 (Conway Avenue).
Motion by Alonzo Cantu, with a second by Michael Cano, to table Resolution 2014-49 – Approval of Work Authorization Number 4 to Professional Service Agreement with L&G Engineering to provide final plans, specifications and estimates for the State Highway 365 Project from FM 396 (Anzalduas Highway) to FM 1016 (Conway Avenue). Motion carried unanimously.

4. CHAIRMAN'S REPORT

A. Report on the Texas Transportation Commission Meeting to be held July 31, 2014 in Austin, Texas.
Chairman Burleson reported on the International Tunnel and Turnpike Association (IBTTA) 82nd Annual Meeting & Exhibition to be held in Austin, Texas, on September 14-17, 2014. No action taken.

5. TABLED ITEMS

A. None.

6. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.072 (DELIBERATION OF REAL PROPERTY) AND SECTION 551.074 (PERSONNEL MATTERS)

Motion by David Guerra, with a second by Ricardo Perez, to recess the meeting and enter into Executive Session for discussion of items 6.A, 6.B, and 6.F at 7:18 pm. Chairman Burleson reconvened the meeting at 7:39 pm with no action taken on any of the Executive Session items.

A. Consultation with Board Attorney on legal issues pertaining to the deliberation of real property for the State Highway 365 and International Bridge Trade Corridor Projects (Section 551.072 T.G.C.).
No action taken.

B. Consultation with Board Attorney on legal issues pertaining to Early Right of Way Acquisition for the State Highway 365 and International Bridge Trade Corridor Projects (Section 551.071 T.G.C).
No action taken.

C. Consultation with Board Attorney on legal issues pertaining to the environmental clearance process for the State Highway 365 and International Bridge Trade Corridor Projects (Section 551.071 T.G.C.).
No action taken.

D. Consultation with Board Attorney on legal issues pertaining to intervention on the Cross Valley Project (Section 551.071 T.G.C.)
No action taken.

E. Consultation with Board Attorney on legal issues pertaining to the proposed Kansas City Southern Railway's South Texas Class I Rail Project (Section 551.071 T.G.C.).
No action taken.

F. Annual performance evaluation of Pilar Rodriguez, Executive Director (Section 551.074 T.G.C.).
No action taken.

ADJOURNMENT

There being no other business to come before the Board of Directors, the meeting was adjourned at 7:39 pm.

_____
Dennis Burleson, Chairman

Attest:

_____
Ricardo Perez, Secretary/Treasurer

Item 2B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2B**
PLANNING COMMITTEE		**DATE SUBMITTED**	**6/09/14**
FINANCE COMMITTEE		**MEETING DATE**	**6/18/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **APPROVAL OF PROJECT AND GENERAL EXPENSE REPORT FROM MAY 14, 2014 THROUGH JUNE 10, 2014**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Consideration and approval of project and general expense report for the period from May 14, 2014 to June 10, 2014.

3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: X Yes ___No ___N/A Funding Source: VRF Bond

General Account	$ 37,869.02
VRF Bond Account	$1,466,686.31
Total Project Expenses for Reporting Period	**$1,504,555.33**
Fund Balance after Expenses	$49,879,474

5. Staff Recommendation**: Motion to approve the project and general expense report for the period from May 14, 2014 to June 10, 2014, as presented.**

6. Program Manager's Recommendation: **X** Approved ___Disapproved ___None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Financial Officer's Recommendation: **X** Approved ___Disapproved ___None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: June 9, 2014

Re: **Expense Report for the Period from May 14, 2014 to June 10, 2014**

Attached is the expense report for the period commencing on May 14, 2014 and ending on June 10, 2014.

Expenses for the General Account total $37,869.02 and for the VRF Bond Account total $1,466.686.31. The aggregate expense for the reporting period is $**1,504,555.33**.

Based on review by this office, **approval of expenses for the reporting period is recommended in the aggregate amount of $1,504,555.33**.

This leaves a fund balance (all funds) after expenses of $49,879,474.

If you should have any questions or require additional information, please advise.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

EXPENSE REPORT

JUNE 18, 2014

Consolidated Cash - 9008545

		Make Check Payable to	Date	Memo:		Date Work Performed		Amount	Ck #
Salaries & Wages									
	16200.000	City of McAllen	5/28/2014	Payroll 11		5/12/14-5/25/14	$	16,617.48	
	16200.000	City of McAllen	6/2/2014	Workers Comp		Oct 2013 - Mar 2014	$	719.86	
Dues & Subscriptions									
	16100.000	Jerry Dale	6/2/2014	Reimbursement		May-14	$	860.01	
Supplies									
	11210.000	Office Depot	5/14/2014	711712611001		5/14/2014	$	84.01	
	11210.000	Office Depot	5/27/2014	715022453001		Budget Books 6/4/2014	$	32.70	
	16620.000	Office Depot	5/26/2014	714940998001		Budget Books 6/4/2014	$	168.36	
	16620.000	Celia Gaona	5/29/2014	Reimburse		Board Packets 5/21/14	$	29.37	
	17220.000	Verizon Wireless							
Travel & Training									
	16600.000	A Fast Delivery	5/16/2014	2014001744		5/7/14 - 5/15/14	$	95.00	
	16600.000	A Fast Delivery	6/3/2014	2014001928		5/16/14 -5/30/14	$	156.25	
	16600.000	Celia Gaona	5/15/2014	CPA Review		5/4/14-5/14/14	$	388.92	
Rental Contractual									
	17150.000	City of Pharr	6/1/2014	HC060114		Jun 2014	$	1,000.00	
	17160.000	City of Pharr	4/10/2014	518-14-001		Feb 2013 - Feb 2014	$	4,440.00	
	17151.000	dahill	5/22/2014	31577681-8		5/22/14 - 6/21/14	$	905.35	
Professional Services									
	17120.000	Jerry Dale	6/1/2014	May Services		5/1/14-5/31/14	$	4,750.00	ACH
	17160.000	Pena Designs	6/2/2014	24		May 2014	$	150.00	ACH
	17050.000	Salinas Allen Schmitt	5/16/2014	107134/107126		Mar 2014 & Apr 2014	$	1,700.00	
	17120.000	Sonia Martinez	6/1/2014	Acct Services		5/12/14-5/31/14	$	206.32	
	17100.000	Bracewell Guiliani	6/9/2014	21583945		May-14	$	1,015.00	ACH
	17100.000	Law Office of Daniel G. Rios	6/9/2014	10552		5/2/14-5/27/14	$	1,080.00	ACH
	17310.000	PlainsCapital Bank	5/30/2014			Visa Closing 5/30/14	$	3,470.39	
							$	**37,869.02**	

VRF Bond - ACCT 01080720130

Engineering Services									
	88101.000	L&G Engineering	6/4/2014	11324855	WA2	5/1/14-5/31/14	$	12,007.64	ACH
	88101.000	L&G Engineering	6/4/2014	11324851	WA3	5/1/14-5/31/14	$	310,062.59	ACH
	88101.000	S&B	6/5/2014	4	WA2	5/1/14-5/30/14	$	274,020.77	ACH
	88101.000	Tedsi	5/9/2014	20141904	WA3	2/1/14-4/30/14	$	91,568.70	
	88101.000	Tedsi	5/13/2014	20141907	WA4	4/1/14-4/30/14	$	117,741.46	ACH
Surveying Services									
	88101.000	DLS							ACH
	88101.000	Quintanilla, Headly & Assoc	5/29/2014	8665		04/01/14-04/30/14	$	51,840.00	ACH
Environmental									
	88100.000	Atkins	6/6/2014	1195351		4/28/14-6/1/14	$	46,973.37	ACH
	88200.000	Atkins	6/6/2014	1195342		4/28/14-06/01/14	$	32,547.20	ACH
Legal Services									
	87100.000	Bracewell Guiliani	6/9/2014	21583946		May-14	$	5,320.00	ACH
	88203.000	Law Office of Daniel G. Rios	6/9/2014	10551		5/1/14-5/29/14	$	12,395.00	ACH
Program Management									
	88000.000	Dannenbaum	6/9/2014	465201/31/XV		5/1/14-5/31/14	$	512,209.58	ACH
Acquisition Services	88202.000	Sierra Title of Hidalgo County							ACH
	88202.000	Sierra Title of Hidalgo County							ACH
Financial Services									
		First Southwest							
							$	**1,466,686.31**	

Recommend Approval/Pilar Rodriguez, E.D.

Sub Total - General	$	37,869.02
Sub Total - Projects	$	1,466,686.31
Total	**$**	**1,504,555.33**

Ricardo Perez, Secretary/Treasurer

Dennis Burleson, Chairman

Date Approved

Item 2C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2C**
PLANNING COMMITTEE		**DATE SUBMITTED**	**6/09/14**
FINANCE COMMITTEE		**MEETING DATE**	**6/18/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **APPROVAL OF THE FINANCIAL REPORT FOR THE MONTH OF MAY 2014.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___ No

   Consideration and approval of financial report for the month of May 2014.

3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: ___ Yes ___ No X N/A

   Funding Source:

5. Staff Recommendation**: Motion to approve the Financial Report for the Month of May 2014, as presented.**

6. Program Manager's Recommendation: ___ Approved ___ Disapproved **X** None

7. Planning Committee's Recommendation: ___ Approved ___ Disapproved **X** None

8. Board Attorney's Recommendation: ___ Approved ___ Disapproved **X** None

9. Chief Financial Officer's Recommendation: **X** Approved ___ Disapproved ___ None

10. Executive Director's Recommendation: **X** Approved ___ Disapproved ___ None

THIS ITEM WILL BE

SENT UNDER

SEPERATE COVER

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Item 2D

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2D**
PLANNING COMMITTEE		**DATE SUBMITTED**	**6/09/14**
FINANCE COMMITTEE		**MEETING DATE**	**6/18/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **APPROVAL OF QUARTERLY INVESTMENT REPORT FOR THE PERIODS ENDING SEPTEMBER 31, 2013, DECEMBER 31, 2013 AND MARCH 31, 2014.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Consideration and approval of the quarterly investment reports for the periods ending September 31, 2013, December 31, 2013 and March 31, 2014.

3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: ___Yes ___No X N/A

   Funding Source:

5. Staff Recommendation**: Motion to approve the Quarterly Investment Reports for the periods ending September 31, 2013, December 31, 2013 and March 31, 2014 as presented.**

6. Program Manager's Recommendation: ___Approved ___Disapproved **X** None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Financial Officer's Recommendation: **X** Approved ___Disapproved ___None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Quarterly Investment Report

For Quarter Ending

September 30, 2013

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Board of Directors
Dennis Burleson, Chairman
Josue Reyes, Vice Chairman
Ricardo Perez, Secretary/Treasurer
Michael Cano, Director
Forrest Runnels, Director
Alonzo Cantu, Director
R. David Guerra, Director

May 30, 2014

To: Dennis Burleson, Chair
Member of the Board of Directors

From: Pilar Rodriguez, Executive Director/Investment Officer
Jerry W. Dale, Chief Financial Officer/Investment Officer

RE: Quarterly Investment Report for QE September 30, 2013/Statement of Compliance

The above-referenced report is hereby presented, pursuant to the Public Funds Investment Act (PFIA), for your review and acceptance.

During this quarter, the HCRMA's first investment was made. Due to concerns over the strength of its Bank Depository, the First National Bank, $3.3M was disbursed to purchase a Treasury Bill at a discount with a short maturity—basically, a flight to safety. This provided the time necessary to go through the required procedures to open an account with a Local Government Investment Pool, TexSTAR.

The PFIA also requires that the report contain a Statement of Compliance, signed by the Investment Officers, as presented below:

STATEMENT OF COMPLIANCE

Pursuant to the PFIA, we the Investment Officers of the Hidalgo County Regional Mobility Authority, represent to you that the portfolio presented in this report is in compliance with:

The HCRMA's Investment Policy, and

The Public Funds Investment Act of the State of Texas

Pilar Rodriguez, Investment Officer

Jerry W. Dale, Investment Officer

118 South Cage Boulevard, 4th Floor
PO Box 1766
Pharr, Texas 78577
(956) 402-4762
www.hcrma.net

Hidalgo County Regional Mobility Authority
SUMMARY
QUARTERLY INVESTMENT REPORT
For Quarter Ending September 30, 2013

	Treasuries	Agencies	TexSTAR	Total
COST				
Beginning Balance	$ -	$ -	$ -	$ -
Additions:				
Purchases	3,299,988	-	550,000	3,849,988
Investment Earnings	12	-	43	55
Transfers-In	-	-	3,300,000	3,300,000
Deductions:				
Withdrawals	-	-	(52,500)	(52,500)
Transfers-Out	(3,300,000)	-	-	(3,300,000)
Maturiies	-	-	-	-
Ending Balance	$ -	$ -	$ 3,797,543	$ 3,797,543
MARKET VALUE				
Beginning Balance	$ -	$ -	$ -	$ -
Ending Balance	$ -	$ -	$ 3,797,854	$ 3,797,854
Weighted Average Maturity			51	51
Weighted Average Yield			0.0390%	0.0390%

Hidalgo County Regional Mobility Authority
DETAIL - HOLDINGS BY FUND
QUARTERLY INVESTMENT REPORT
For Quarter Ending September 30, 2013

Type of Security/Fund	Description	Cusip #	Date Purchased	Date Maturity	Yield	Cost	Accrued Interest	Transfer	Adjusted Cost	Market Value
Treasuries										
Vehicle Registration Fee Fund	U S TREASURY BILL	9127957K1	8/23/2013	9/19/2013	0.00005%	$ 3,299,988	$ 12	$ (3,300,000)	$ -	$ -
Local Govt Investment Pool (TexSTAR)										
General Operating Fund	As Shown	N/A	9/13/2013		0.0390%	150,000	2	(2,500)	147,502	147,514
Vehicle Registration Fund	As Shown	N/A	9/19/2013		0.0390%	400,000	7	-	400,007	400,040
Loop Project Fund	As Shown	N/A	9/13/2013		0.0390%	3,300,000	34	(50,000)	3,250,034	3,250,301
Total LGIP (TexSTAR)						3,850,000	43	(52,500)	3,797,543	3,797,854

TexSTAR

Monthly Newsletter – September 2013

Performance

As of September 30, 2013

Current Invested Balance	$4,545,216,845.55
Weighted Average Maturity (1)	51 Days
Weighted Average Maturity (2)	64 Days
Net Asset Value	1.000082
Total Number of Participants	781
Management Fee on Invested Balance	0.05%*
Interest Distributed	$335,343.11
Management Fee Collected	$188,337.88
% of Portfolio Invested Beyond 1 Year	0.55%
Standard & Poor's Current Rating	AAAm

Rates reflect historical information and are not an indication of future performance.

September Averages

Average Invested Balance	$4,582,765,571.29
Average Monthly Yield, on a simple basis	0.0390%
Average Weighted Average Maturity (1)*	52 Days
Average Weighted Average Maturity (2)*	64 Days

Definition of Weighted Average Maturity (1) & (2)

(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.

(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

* The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee September be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

New Participants

We would like to welcome the following entity who joined the TexSTAR program in September:

★ Avery ISD ★ Bacliff MUD ★ Hidalgo County RMA ★ City of Hooks

Holiday Reminder

Please note that in observance of the Columbus Day holiday, **TexSTAR will be closed Monday, October 14, 2013**. All ACH transactions initiated on Friday, October 11th will settle on Tuesday, October 15th. This is an unusual holiday where the investment markets are open but the banks are closed. Please plan accordingly for your liquidity needs.

Economic Commentary

Equity and bond markets were volatile in the third quarter as investors focused on the Federal Reserve meeting in mid-September and the risks associated with the fiscal-policy negotiations in Washington. The Federal Reserve's decision to delay tapering was a notable surprise to the markets. The majority of market participants had predicted that the Fed would announce a reduction in its monthly asset purchase program at its September meeting. Instead, the Fed shocked markets with its dovish comments, maintaining its current monetary policy and leaving monthly asset purchases of Treasuries and mortgage-backed securities at $85 billion per month. The Fed showed concern over tightening financial conditions and pending fiscal drama, while downplaying the importance of the unemployment rate on a standalone basis, deciding to wait for more evidence that economic progress will be self-sustained before pulling back. On October 1st, Congress was unable to agree on a bill to fund the government at the outset of FY2014 and the government partially shut down for the first time in almost two decades. It is still very unclear how things will develop, but Democrats and Republicans currently remain far from an agreement. The duration of the shutdown will be key in determining the ultimate impact on the economy. The bigger concern is whether Congress will raise the debt ceiling before the October 17th deadline, when extraordinary measures will be exhausted. If they cannot agree on a resolution, the government risks a "technical default" on its debt, which is believed to be unlikely.

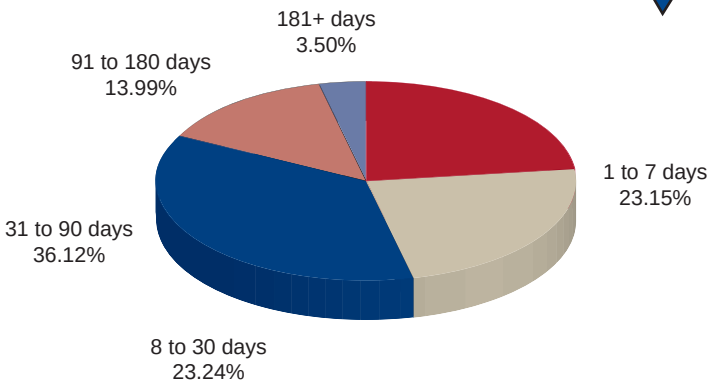
Data released in the third quarter continued to paint a mixed picture of U.S. economic growth. While initial jobless claims have declined, the economy continues to add fewer jobs. Consumer confidence and personal income continue to strengthen, but retail sales growth remains anemic. Manufacturing surveys suggest strong capital expenditures spending, yet capital goods orders have been unchanged. While the base case outlook for global growth continues to be sub-trend, stable and improving global economic conditions have moderately increased the upside potential for growth. Optimism is moderated by the impact of materially higher interest rates since May on the global economy, lower labor participation rates in the U.S. and a slack in global manufacturing. Should the Fed begin tapering its asset purchases before year-end, it would likely be very gradual and accompanied by accommodative forward rate guidance.

This information is an excerpt from an economic report dated September 2013 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

For more information about TexSTAR, please visit our web site at www.texstar.org.

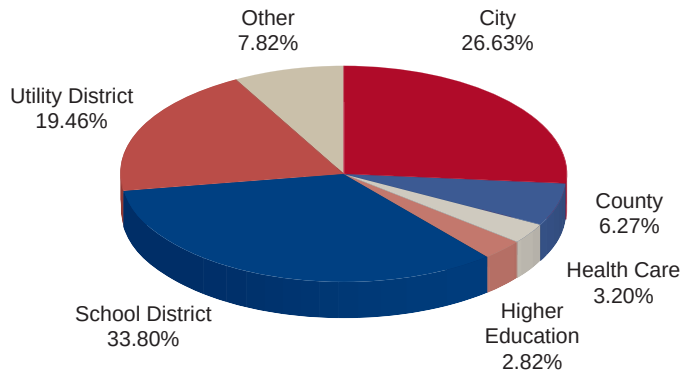
Information at a Glance

Portfolio by Type of Investment As of September 30, 2013



Portfolio by Maturity As of September 30, 2013

Distribution of Participants by Type As of September 30, 2013



Historical Program Information

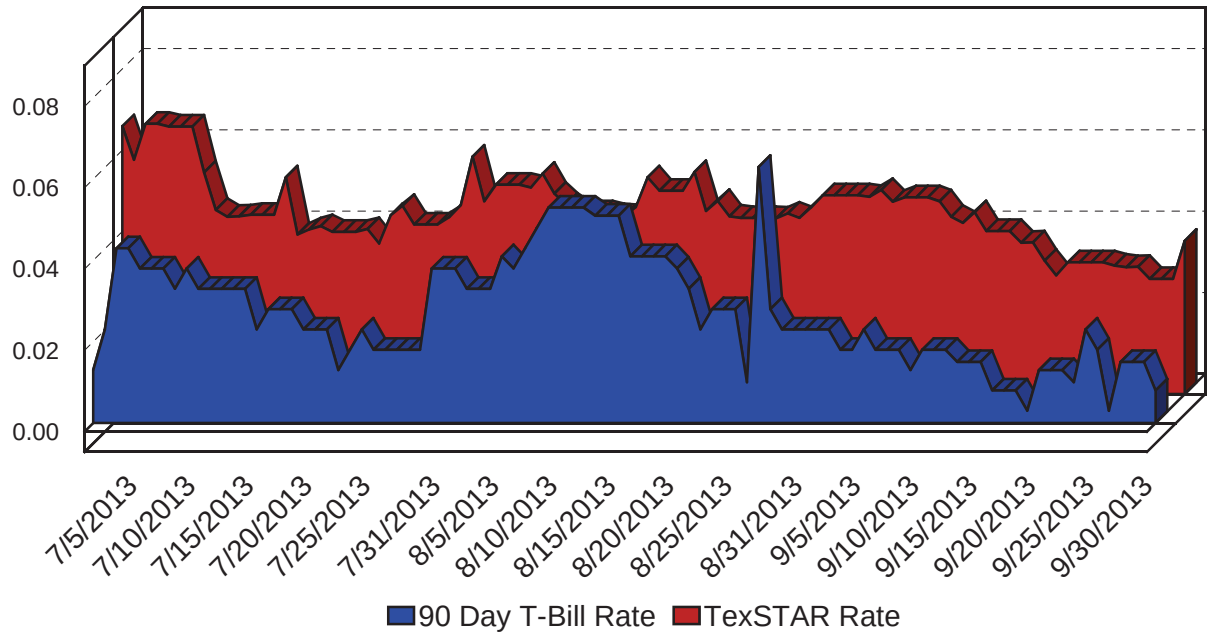
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Sep 13	0.0390%	4,545,216,845.55	4,545,590,808.40	1.000082	52	64	781
Aug 13	0.0474%	4,682,919,318.35	4,683,351,916.02	1.000091	52	59	777
Jul 13	0.0487%	4,833,856,137.70	4,834,318,370.27	1.000095	52	56	776
Jun 13	0.0614%	5,173,585,142.53	5,173,948,421.52	1.000070	54	58	775
May 13	0.0723%	5,474,920,318.32	5,475,469,836.81	1.000100	54	59	773
Apr 13	0.1038%	5,496,240,712.35	5,496,953,468.88	1.000129	51	57	773
Mar 13	0.1125%	5,635,357,483.25	5,636,069,051.83	1.000126	52	60	770
Feb 13	0.0996%	6,248,843,373.19	6,249,277,988.81	1.000069	51	58	768
Jan 13	0.1103%	6,030,821,287.69	6,031,600,682.90	1.000129	48	57	767
Dec 12	0.1647%	5,411,874,896.68	5,412,541,199.28	1.000123	49	60	767
Nov 12	0.1720%	4,745,368,285.66	4,745,870,906.22	1.000105	51	63	765
Oct 12	0.1746%	4,755,942,789.56	4,756,394,096.44	1.000094	45	60	763

Portfolio Asset Summary as of September 30, 2013

	Book Value	Market Value
Uninvested Balance	$ (2,523.55)	$ (2,523.55)
Accrual of Interest Income	944,404.38	944,404.38
Interest and Management Fees Payable	(371,351.26)	(371,351.26)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	852,282,000.00	852,282,000.00
Government Securities	3,692,364,315.98	3,692,738,278.83
Total	**$ 4,545,216,845.55**	**$ 4,545,590,808.40**

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact TexSTAR Participant Services.

TexSTAR versus 90-Day Treasury Bill



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness September be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at $1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill.

Daily Summary for September 2013

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
9/1/2013	0.0489%	0.000001339	$4,682,919,318.35	1.000091	49	60
9/2/2013	0.0489%	0.000001339	$4,682,919,318.35	1.000091	49	60
9/3/2013	0.0485%	0.000001329	$4,635,230,139.59	1.000089	50	60
9/4/2013	0.0502%	0.000001376	$4,654,768,169.45	1.000091	51	62
9/5/2013	0.0473%	0.000001297	$4,613,399,037.20	1.000091	53	63
9/6/2013	0.0484%	0.000001327	$4,551,165,375.96	1.000092	52	62
9/7/2013	0.0484%	0.000001327	$4,551,165,375.96	1.000092	52	62
9/8/2013	0.0484%	0.000001327	$4,551,165,375.96	1.000092	52	62
9/9/2013	0.0474%	0.000001298	$4,520,504,109.81	1.000096	52	63
9/10/2013	0.0436%	0.000001195	$4,562,895,334.98	1.000095	51	63
9/11/2013	0.0421%	0.000001154	$4,554,705,225.68	1.000091	52	63
9/12/2013	0.0447%	0.000001225	$4,545,982,289.88	1.000091	54	67
9/13/2013	0.0401%	0.000001098	$4,630,534,625.91	1.000085	52	64
9/14/2013	0.0401%	0.000001098	$4,630,534,625.91	1.000085	52	64
9/15/2013	0.0401%	0.000001098	$4,630,534,625.91	1.000085	52	64
9/16/2013	0.0372%	0.000001018	$4,640,264,980.43	1.000092	52	64
9/17/2013	0.0373%	0.000001021	$4,611,197,920.04	1.000090	53	65
9/18/2013	0.0328%	0.000000899	$4,593,100,812.11	1.000089	54	66
9/19/2013	0.0292%	0.000000799	$4,602,170,413.04	1.000091	54	67
9/20/2013	0.0324%	0.000000889	$4,518,081,222.33	1.000091	53	66
9/21/2013	0.0324%	0.000000889	$4,518,081,222.33	1.000091	53	66
9/22/2013	0.0324%	0.000000889	$4,518,081,222.33	1.000091	53	66
9/23/2013	0.0324%	0.000000889	$4,492,088,714.42	1.000090	53	66
9/24/2013	0.0316%	0.000000867	$4,532,363,679.81	1.000086	52	64
9/25/2013	0.0312%	0.000000855	$4,598,211,031.50	1.000085	54	67
9/26/2013	0.0313%	0.000000858	$4,584,434,905.07	1.000088	54	66
9/27/2013	0.0283%	0.000000774	$4,577,083,740.25	1.000082	52	64
9/28/2013	0.0283%	0.000000774	$4,577,083,740.25	1.000082	52	64
9/29/2013	0.0283%	0.000000774	$4,577,083,740.25	1.000082	52	64
9/30/2013	0.0377%	0.000001032	$4,545,216,845.55	1.000082	51	64
Average	0.0390%	0.000001068	$4,582,765,571.29		52	64

TexSTAR Participant Services
First Southwest Asset Management, Inc.
325 North St. Paul Street, Suite 800
Dallas, Texas 75201

TexSTAR

TexSTAR Board Members

William Chapman	*Central Texas Regional Mobility Authority*	*Governing Board President*
Nell Lange	*City of Frisco*	*Governing Board Vice President*
Kenneth Huewitt	*Houston ISD*	*Governing Board Treasurer*
Michael Bartolotta	*First Southwest Company*	*Governing Board Secretary*
Joni Freeman	*JP Morgan Chase*	*Governing Board Asst. Sec./Treas.*
Eric Cannon	*Town of Addison*	*Advisory Board*
Nicole Conley	*Austin ISD*	*Advisory Board*
Pamela Moon	*City of Lubbock*	*Advisory Board*
Monte Mercer	*North Central TX Council of Government*	*Advisory Board*
Oscar Cardenas	*Northside ISD*	*Advisory Board*
Stephen Fortenberry	*Plano ISD*	*Advisory Board*
Becky Brooks	*Government Resource Associates, LLC*	*Advisory Board*
Len Santow	*Griggs & Santow*	*Advisory Board*

For more information contact TexSTAR Participant Services ★ 1-800-TEX-STAR ★ www.texstar.org

FirstSouthwest

J.P.Morgan
Asset Management

Item 2E

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2E**
PLANNING COMMITTEE		**DATE SUBMITTED**	**6/09/14**
FINANCE COMMITTEE		**MEETING DATE**	**6/18/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014-50 – AUTHORIZING CELIA GAONA AS A SIGNATORY FOR HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY CREDIT CARD WITH PLAINSCAPITAL BANK AND AUTHORIZING A SINGLE TRANSACTION LIMIT OF $1,500.00 AND MONTHLY CREDIT LIMIT OF $3,000.00.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___ No

   Consideration and authorization for Celia Gaona as a signatory on the HCRMA credit card and authorization a single transaction limit of $1,500.00 and a monthly credit limit of $3,000.00.

3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: ___ Yes ___ No X N/A

   Funding Source:

5. Staff Recommendation**: Motion to approve Resolution 2014-50 – Authorizing Celia Gaona as a signatory on Hidalgo County Regional Mobility Authority Credit Card with PlainsCapital Bank and authorizing a single transaction limit of $1,500.00 and a monthly credit limit of $3,000.00.**

6. Program Manager's Recommendation: ___ Approved ___ Disapproved **X** None

7. Planning Committee's Recommendation: ___ Approved ___ Disapproved **X** None

8. Board Attorney's Recommendation: ___ Approved ___ Disapproved **X** None

9. Chief Financial Officer's Recommendation: **X** Approved ___ Disapproved ___ None

10. Executive Director's Recommendation: **X** Approved ___ Disapproved ___ None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: June 9, 2014

Re: **Authorization to add Celia Gaona as Signatory on the HCRMA Credit Card issued by PlainsCapital Bank and authorizing a single transaction limit of $1,500 and monthly credit limit of $3,000**

Background

The Hidalgo County Regional Mobility Authority (HCRMA) has a credit card issued by First National Bank to conduction official business transactions with. The authorized signatory on the credit card is Chairman Dennis Burleson, however, on May 16, 2012, the HCRMA Board of Directors authorized the removal of Dennis Burleson as authorized signatory for all First National Bank accounts.

On September 20, 2012, the Board of Directors authorized Flor E. Koll as an authorized signatory for the credit card issued by PlainsCapital Bank (formerly First National Bank) with at $2,500.00 single transaction limit and a $5,000.00 credit limit.

Goal

In order to maintain continuity of HCRMA operations and accountability of credit card expenditures, staff is requesting authorization to add Celia Gaona as the authorized signatory for the credit card issued by First National Bank. In addition, a $1,500 maximum single transaction limit and at $3,000 maximum monthly credit limit are also requested to keep strict control on credit card expenditures. Authorization is also requested to increase Celia's monthly credit limit to $5,000, if it becomes an operational necessity.

Option

The Board may chose not to approve authorization, however, day to day operations may be impacted.

Recommendation

Based on review by this office, **approval of Resolution 2014-50 – Authorizing Celia Gaona as an authorized signatory for the HCRMA credit card issued by PlainsCapital Bank and authorizing a single transactions limit of $1,500, a maximum monthly credit limit of $3,000 is recommend**.

If you should have any questions or require additional information, please advise.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION NO. 2014-50

AUTHORIZING CELIA GAONA AS A SIGNATORY FOR HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY CREDIT CARD ISSUED BY PLAINSCAPITAL BANK AND AUTHORIZING A SINGLE TRANSACTION LIMIT OF $1,500 AND A MONTHLY CREDIT LIMIT OF $3,000

THIS RESOLUTION is adopted this 18th day of June, 2014 by the Board of Director of the Hidalgo County Regional Mobility Authority.

WHEREAS**,** the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"); is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS**,** the Authority was created by Order of Hidalgo County (the "County") dated October 26, 2004; Petition of the County dated April 21, 2005; and a Minute Order of the Texas Transportation Commission (the "Commission") dated November 17, 2005, pursuant to provisions under the Act the Authority; and

WHEREAS, the Authority has established certain bank accounts with PlainsCapital; and

WHEREAS, it has become necessary to revise the authorized signatory for the credit card issued to the Hidalgo County Regional Mobility Authority by PlainsCapital Bank; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTOR OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

2. The Board of Directors authorizes the addition of Celia Gaona, Auditor/Compliance Officer, as a signatory on the credit card issued by PlainsCapital Bank.

3. The Board of Directors authorizes a maximum single transaction limit of $1,500 and a monthly credit limit of $3,000 for the credit card issued to Celia Gaona.

4. The Board of Director authorizes Pilar Rodriguez, Executive Director, to increase the monthly credit limit to a maximum of $5,000, if necessary.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY THIS 18TH DAY OF JUNE, 2014, AT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.

_____

Dennis Burleson, Chairman

Attest:

_____

Ricardo Perez, Board Secretary/Treasurer

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Item 2F

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2F**
PLANNING COMMITTEE		**DATE SUBMITTED**	**5/09/14**
FINANCE COMMITTEE		**MEETING DATE**	**5/18/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014 -51 – APPROVAL OF SUPPLEMENTAL NUMBER 2 TO WORK AUTHORIZATION NUMBER 3 TO THE PROFESSIONAL SERVICE AGREEMENT WITH TEDSI INFRASTRUCTURE GROUP TO PREPARE UTILITY EASEMENT PLATS FOR MILITARY HIGHWAY WATER SUPPLY CORPORATION WATER LINE ADJUSTMENT AS PART OF THE US 281/MILITARY HIGHWAY OVERPASS PROJECT.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Recommendation on approval of Supplemental No. 2 to Work Authorization No. 3 to Professional Service Agreement with TEDSI Infrastructure to prepare utility easement plats along US 281/Military Highway from Spur 600 to FM 2557 in the amount of $13,712.19.

3. Policy Implication: Board Policy, Local Government, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: ___Yes ___No X N/A Funding Source: Loop Fund

Approved maximum payable fee	$2,132,426.87
Approved Work Authorization 1, 2 3, S1-2WA3 & 4	$2,132,426.87
Maximum fee balance	$ 0.00
Total authorized for WA 1, 2, 3, S1WA3 & 4	$2,132,426.87
Payments to date for WA 1, 2, 3 & 4	($ 979,108.62)
Work Authorization balance	$1,153,318.25

Proposed Supplemental No. 2 to Work Authorization No. 3:

Utility Easement Plats for MHWS water line adjustment	**$13,712.19**
Total Proposed Supplemental No. 1 to Work Authorization No. 3	**$13,712.19**

5. Staff Recommendation**: Motion to recommend approval of Resolution 2014-51 – Approval of Supplemental Number 2 to Work Authorization Number 3 to the Professional Service Agreement with TEDSI Infrastructure to provide utlity easement plats for Military Highway Water Supply Corporation water line adjustment as part of the US 281/Military Highway Overpass Project in the amount of $13,712.19 for a revised amount of $2,146,139.06.**

6. Program Manager's Recommendation: **X** Approved ___Disapproved ___None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: June 9, 2014

Re: **Approval of Supplemental Agreement No. 2 to Work Authorization No. 3 to the Professional Service Agreement with TEDSI Infrastructure**

Background

On June 20, 2012, the Hidalgo County Regional Mobility Authority (HCRMA) Board of Directors awarded a professional service agreement for engineering services to TEDSI Infrastructure Group for design work, including plans, specifications, and estimates, for the US 281/Military Highway Overpass at SH 365 in the maximum payable amount of $1,430,733.00.

On June 20, 2012, the HCRMA Board of Directors also approved Work Authorization Number 1 in the amount $142,735.06 for route analysis.

On November 21, 2012, the HCRMA Board of Directors Amended and Restated the professional service agreement with the Consultant to revise the DBE/HUB reporting requirements with no change in the contract amount.

On April 17, 2013, the HCRMA Board of Directors approved Work Authorization Number 2 in the amount of $746,739.14 to develop schematics, drainage studies, utility research and partial geotechnical services for the overpass at US 281/Military Highway and San Juan Road.

On November 20, 2013, the HCRMA Board of Directors approved Work Authorization Number 3 in the amount of $40,225.96 to prepare right of way strip maps and parcel plats for the US 281/Military Highway Overpass Project.

On December 18, 2013, the HCRMA Board of Directors approved Work Authorization Number 4 in the amount of $1,132,626.71 to prepare final plans, specifications and estimates for the US 281/Military Highway Overpass Project.

On April 23, 2014, the HCRMA Board of Directors approved Supplemental Number 1 to Work Authorization Number 3 in the amount of $65,100.00 to prepare 13 additional parcel plats for the US 281/Military Highway Overpass Project.

Goal

While preparing the right of way strip map and parcel plats, the consultant discovered a water line owned by the Military Highway Water Supply Corporation (MHWSC) along the designated limits. The water line is not within the existing right of way and is also not located within a dedicated utility easement. Staff is proposing to acquire the easement necessary for MHWSC to relocate to the water line into, which the cost of will be reimbursed to the HCRMA by the MHWSC. MHWSC will bear the cost to relocate the line into the new easement.

Supplement 2 to Work Authorization Number 3 is proposed to prepare the utility easements in the amount of $13,712.19.

A formal interlocal agreement will be proposed at the next Board Meeting to memorialize the reimbursement and relocation responsibilities between the HCRMA and MHWSC.

Options

Supplemental No. 2 to Work Authorization No. 3 may be disapproved and the work deferred to a later date, however, the proposed accelerated letting schedule in the early spring of 2015 will not be achieved.

Recommendation

Based on review by this office, **approval of Resolution 2014-51 – Approval of Supplemental No. 2 to Work Authorization No. 3 to the Professional Service agreement with TEDSI Infrastructure is recommended in the amount of $13,712.19 for a revised amount of $2,146,139.06.**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 51

APPROVAL OF SUPPLEMENTAL NUMBER 2 TO WORK AUTHORIZATION NUMBER 3 TO PROFESSIONAL SERVICE AGREEMENT WITH TEDSI INFRASTRUCTURE GROUP TO PREPARE UTILITY EASEMENT PLATS FOR MILITARY HIGHWAY WATER SUPPLY CORPORATION WATER LINE ADJUSTMENT AS PART OF THE US 281/MILITARY HIGHWAY OVERPASS PROJECT

THIS RESOLUTION is adopted this 18th day of June, 2014, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County; and

WHEREAS, on June 20, 2012, the Authority awarded a professional service agreement for engineering services to TEDSI Infrastructure Group (the "Consultant") for design work, including plans, specifications, and estimates, for the US 281/Military Highway Overpass at SH 365 in the maximum payable amount of $1,430,733.00; and

WHEREAS, on June 20, 2012, the Authority also approved Work Authorization Number 1 in the amount $142,735.06 for route analysis; and

WHEREAS, on November 21, 2012, the Authority Amended and Restated the professional service agreement with the Consultant to revise the DBE/HUB reporting requirements; and

WHEREAS, on April 17, 2013, the Authority approved Work Authorization Number 2 with the Consultant in the amount of $746,739.14 to develop schematics, drainage studies, utility research and partial geotechnical services for the overpass at US 281/Military Highway and San Juan Road; and

WHEREAS, on November 20, 2013, the Authority approved Work Authorization Number 3 with the Consultant in the amount of $40,225.96 to prepare right of way strip maps for the US 281/Military Highway Overpass Project; and

WHEREAS, on April 23, 2014, the Authority approved Supplemental Number1 to Work Authorization Number 3 with the Consultant in the amount of $65,100.00 to prepare right of way strip maps for 13 additional parcels for the overpass project at US 281/Military Highway and San Juan Road; and

WHEREAS, the Authority has determined it is necessary to approve Supplemental Number 2 to Work Authorization Number 3 with the Consultant to prepare utility easement plats for the Military Highway Water Supply Corporation water line adjustment for the overpass project at US 281/Military Highway and San Juan Road in the amount of $13,712.19;

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Supplemental Number 2 to Work Authorization Number 3 to the Agreement attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Supplemental Number 2 to Work Authorization Number 3 to the Agreement as approved.

****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 18th day of June, 2014, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

SUPPLEMENTAL NUMBER 2 TO WORK AUTHORIZATION NUMBER 3
TO
PROFESSIONAL SERVICE AGREEMENT WITH TEDSI INFRASTRUCTURE GROUP DATED JUNE 20, 2012

♦Contract♦

Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)

ENGINEERING / DESIGN SERVICES
For SH 365 Segment 0033
At US 281 (Military Highway)
To TxDOT Pharr International
Bridge Truck Inspection Station

SWA No. 2 to WA No. 3

June 10, 2014

TEDSI INFRASTRUCTURE GROUP, INC.

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO WORK AUTHORIZATION NO. 3

ATTACHMENT D-2

SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO WORK AUTHORIZATION NO. 3
AGREEMENT FOR ENGINEERING SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Engineering Design Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and TEDSI Infrastructure Group, Inc. (the Engineer).

The following terms and conditions of Work Authorization No. 3 are hereby amended as follows:

Exhibit D

Fee Schedule/Budget is amended as noted in Exhibit D for a total amount of $13,712.19.

Exhibit H-2

Subprovider Monitoring System Commitment Agreement is amended as noted in Exhibit H-2

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 3 not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

List of Exhibits:
Exhibit D - Fee Schedule/Budget
Exhibit H-2 – Subprovider Monitoring System Commitment Agreement

EXHIBIT D
FEE SCHEDULE/BUDGET

TEDSI INFRASTRUCTURE GROUP
Engineering Services for the HCRMA
Supplemental No. 2 to Work Authorization No. 3

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Scope of Services
SH 365 and US 281

FC 130 - RIGHT OF WAY/UTILITY DATA DESCRIPTION	Sr. Project Manager	Project Manager	Senior Engineer (V Civil)	Project Engineer (V Civil)	Project Engineer (III,IV Civil)	EIT	Senior Engineering Tech.	CADD Operator	Admin/Clerical	2 Party Survey Crew	Total Labor Hrs.	Remarks	Task Cost
Section 7 – Right of Way Mapping and Parcel Tract Platting (8 Easements)													$ -
Limits for this service: Along US 281 from 0.45 Mi East of Spur 600 to FM 2557 south side 8 Easement Parcels													$ -
TEDSI Subconsultant Management and Coordination at 10% of Sub Fee													$ 1,246.56
													$ -
													$ -
Subtotal	0	0	0	0	0	0	0	0	0		0		$ 1,246.56
Total Manhours by Classification	0	0	0	0	0	0	0	0	0		0		
Contract Hourly Rate by Classification	$ 189.02	$ 183.02	$ 171.01	$ 135.01	$ 120.01	$ 105.01	$ 90.01	$ 75.01	$ 60.01				
Total Fee by Classification	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 323.40	$ -		
												CHECK (MHRs):	
% of Total Labor Hours												CHECK (LABOR):	
% of Total Labor Cost												$ -	
TOTAL DIRECT LABOR COST													$ 1,246.56

DIRECT EXPENSES	Rate	Unit	Amount	Total		
8 1/2" X 11" copies		each		$ -	$ -	
11" x 17" copies		each		$ -	$ -	
Plots		square foot		$ -	$ -	
Mileage		mile		$ -	$ -	
Shipping		each		$ -	$ -	
Photos		set		$ -	$ -	
Property Document copies from County Clerk					$ -	
				$ -	$ -	
				$ -	$ -	
TOTAL DIRECT EXPENSES				$ -	$ -	$ -

SPECIAL SERVICES FEE (SUBCONSULTANTS)
(DBE SUBCONSULTANTS INDICATED IN BOLD)

DBE Participation 90.91%

Name	Task(s) Summary		
Ramiro Gutierrez Engineeering		$ -	$ 12,465.63
		$ -	$ -
		$ -	$ -
TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS)			$ 12,465.63
GRAND TOTAL			$ 13,712.19

ASSUMPTIONS:

TEDSI INFRASTRUCTURE GROUP
Engineering Services for the HCRMA
Supplemental No. 2 to Work Authorization No. 3

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Scope of Services
SH 365 and US 281
RAMIRO GUTIERREZ ENGINEERING

FC 130 - RIGHT OF WAY/UTILITY DATA DESCRIPTION	Sr. Project Manager	Project Manager	Senior Engineer (V Civil)	Project Engineer (V Civil)	Project Engineer (III,IV Civil)	EIT	Senior Engineering Tech.	CADD Operator	Admin/Clerical	2 Party Survey Crew	Total Labor Hrs.	Remarks	Task Cost
Section 7 – Right of Way Mapping and Parcel Tract Platting (8 Easements)													$ -
													$ -
Limits for this service: Along US 281 from 0.45 Mi East of Spur 600 to FM 2557 south side 8 Easement Parcels													$ -
7.1 Coordination, Admin., Research and Abstracting Tasks	1	1					16		1		19		$ 1,684.19
7.2 Field Work Tasks							16		1	32	49		$ 5,490.16
7.3 Office Work / Delivery Preparation Tasks						28	32		1		61		$ 5,050.60
Subtotal	**1**	**1**	**0**	**0**	**0**	**28**	**64**	**0**	**3**	**32**	**129**		**$ 12,224.95**
Total Manhours by Classification	**1**	**1**	**0**	**0**	**0**	**28**	**64**	**0**	**3**	**32**	**129**		
Contract Hourly Rate by Classification	$ 183.02	$ 171.01	$ 135.01	$ 120.01	$ 105.01	$ 90.01	$ 75.01	$ 60.01	$ 130.00	$ 130.00			
Total Fee by Classification	$ 183.02	$ 171.01	$ -	$ -	$ -	$ 2,520.28	$ 4,800.64	$ -	$ 390.00	$ 4,160.00	$ 12,224.95		
												CHECK (MHRs):	
% of Total Labor Hours	**0.78%**	**0.78%**	**0.00%**	**0.00%**	**0.00%**	**21.71%**	**49.61%**	**0.00%**	**2.33%**	**24.81%**	**100.00%**	**CHECK (LABOR):**	
% of Total Labor Cost	**1.50%**	**1.40%**	**0.00%**	**0.00%**	**0.00%**	**20.62%**	**39.27%**	**0.00%**	**3.19%**	**34.03%**	**100.00%**	**$ 12,224.95**	
TOTAL DIRECT LABOR COST													**$ 12,224.95**
DIRECT EXPENSES	**Rate**	**Unit**	**Amount**	**Total**									
8 1/2" X 11" copies	$ 1.00	each	80	$ 80.00								**$ 80.00**	
11" x 17" copies	$ 1.50	each	80	$ 120.00								**$ 120.00**	
Plots	$ 4.00	square foot	0	$ -								**$ -**	
Mileage	$ 0.565	mile	72	$ 40.68								**$ 40.68**	
Shipping	$ 25.00	each	0	$ -								**$ -**	
Photos	$ 25.00	set	0	$ -								**$ -**	
Property Document copies from County Clerk				$ -								**$ -**	
				$ -								**$ -**	
				$ -								**$ -**	
TOTAL DIRECT EXPENSES				$ 240.68								**$ 240.68**	**$ 240.68**
GRAND TOTAL													**$ 12,465.63**

EXHIBIT H-2
SUBPROVIDER MONITORING SYSTEM COMMITMENT AGREEEMENT

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). ***NOTE: Exhibit H-2 is required to be attached to each contract that does not include work authorizations. Exhibit H-2 is required to be attached with each work authorization. Exhibit H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.***

Contract #: _____ Assigned Goal: 12.2% Prime Provider TEDSI Infrastructure Group, Inc.

Work Authorization (WA) #: 3 WA Amount: **$40,225.96** Date: _____
Supplemental Work Authorization (SWA) #: 2 to WA #: 3 SWA Amount: **$13,712.19**
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
FC 130 (8 parcels)	**$12,465.63**
Total Commitment Amount *(Including all additional pages.)*	

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: TEDSI Infrastructure Group, Inc. **Address: 1201 E. Expressway 83 Mission, TX 78572** **VID Number: 17601280146** **PH: (956) 424-7898 FX: (956) 424-7022** **Email: jsalinas@tedsi.com**	**Name:** Jesus Salinas ***(Please Print)*** **Title:** President _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name: Ramiro Gutierrez Engineering** **VID Number: 17422884551900** **Address: 130 E. Park Avenue** **Pharr, Texas 78577** **PH: (956) 782-2557; FX: (956) 782-2558** **Email: rgutierrez@rgec.net**	**Name:** Ramiro Gutierrez ***(Please Print)*** **Title:** President _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**
VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).	

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Item 2G

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2G**
PLANNING COMMITTEE		**DATE SUBMITTED**	**6/09/14**
FINANCE COMMITTEE		**MEETING DATE**	**6/18/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014-60 – APPROVAL OF AGREEMENT WITH FSC TO PERFORM POST ISSUANCE COMPLIANCE SERVICES.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Consideration and approval of an agreement with FSC to perform post issuance compliance services for the HCRMA in the amount of $2,500.00 to review and $3,000.00 to prepare and file per year.

3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: ___Yes ___No X N/A

   Funding Source:

5. Staff Recommendation**: Motion to approve Resolution 2014-60 – Approval of Agreement with FSC to perform post issuance compliance services as presented.**

6. Program Manager's Recommendation: ___Approved ___Disapproved **X** None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Financial Officer's Recommendation: **X** Approved ___Disapproved ___None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: August 13, 2013

Re: **Approval of Agreement with FSC to Perform Continuing Disclosure Services**

Background

On December 10, 2013, the HCRMA closed on its first bond issue. In connection with that issuance, pursuant to the related Official Statement, it agreed to provide information for the investing public on a continuing basis during the life of the issue. The disclosure basically consists of Tables 1 – 3 in the Official Statement as well as its most current Audited Financial Statements. In addition, the HCRMA is required to report material events occurring during the year.

This is the first year of the required disclosure, which is due 6 months following the close of the preceding year—June 30, 2014. Staff has prepared the required information and is ready to file, but believes that it would be prudent and cost-effective to provide a review mechanism prior to filing. FSC, a division of First Southwest Company provides this service--$2,500 to review/$3,500 to prepare and file.

Goal

The goal of this request is to gain a level of assurance, from the review by a competent third party, that the post-issuance disclosure requirements have been met, that such review is cost-effective and that such arrangement meets the risk/reward test—in short, for internal control purposes to avoid any potential issues with the Internal Revenue Service.

Options

The Board may wish to not provide for a review or to seek another provider for this service.

Recommendation

Based on review by this office, **approval of Resolution 2014-60 – Approval of Agreement with FSC to perform post compliance services is recommended.**

If you should have any questions or require additional information, please advise.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014-60

APPROVAL OF AGREEMENT WITH FSC TO PERFORM POST COMPLIANCE SERVICES

THIS RESOLUTION is adopted this 18th day of June, 2014 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, on April 21, 2005, Hidalgo County (the "County") petitioned the Texas Transportation Commission (the "Commission") for authorization to create the Hidalgo County Regional Mobility Authority (the "Authority") pursuant to the provisions of the Texas Transportation Code; and

WHEREAS, the Commission authorized the creation of the Authority on November 17, 2005; and

WHEREAS, the Authority now operates pursuant to, among other statutory provisions, Chapters 370 and 502, Texas Transportation Code, and the corresponding Commission regulations, policies and procedures, as amended from time to time (collectively, the "Authorizing Law"); and

WHEREAS, the County is authorized by Section 502.402, Texas Transportation Code, to adopt an order authorizing the adoption and implementation of an Optional Vehicle Registration Fee in the amount of $10.00, effective January 1, 2008 (the "Vehicle Registration Fee"); and

WHEREAS, the Authorizing Law requires that the County remit the Vehicle Registration Fee to the Authority to fund long-term transportation projects in the County (the "Projects") and pursuant to that certain Transportation Project and Pledge Agreement by and between the County and the Authority, dated as of July 24, 2013, as amended (the "Agreement"), the County has agreed to pledge the Vehicle Registration Fees toward payment of the principal of, interest on, redemption requirements of, and various charges and expenses related to obligations issued by the Authority for the Projects; and

WHEREAS, on November 20, 2013, the Authority approved the post issuance compliance procedures for the Hidalgo County Regional Mobility Authority Vehicle Registration Fee Senior Lien Revenue and Refunding Bond Series 2013 in accordance with Sections 103 and 141 through 150 of the Internal Revenue Code of 1986; and

WHEREAS, the Authority has determined it is necessary to approve the agreement with FSC to perform 3rd party post compliance review and prepare the necessary submittals;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporate in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves the agreement with FSC to perform post issuance compliance review for the Hidalgo County Regional Mobility Authority Senior Lien Vehicle Registration Fee Revenue Bonds and Revenue Refunding Bond Series 2013, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the agreement with FSC as approved.

* * *

PASSED AND APPROVED AS TO BE EFFETIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 18th day of June 2014, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary / Treasurer

Exhibit A

Agreement with FSC

For

Post Compliance Review of

Hidalgo County Regional Mobility Authority

Vehicle Registration Fee Senior Lien Revenue and Refunding Bond Series 2013

AGREEMENT
FOR
CONTINUING DISCLOSURE SERVICES
BY AND BETWEEN

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
(HEREINAFTER REFERRED TO AS THE "ISSUER")

AND
FSC CONTINUING DISCLOSURE SERVICES,
A DIVISION OF FIRST SOUTHWEST COMPANY

In connection with the sale and delivery of certain bonds, notes, certificates, or other municipal obligations (the "Bonds"), the Issuer has made certain undertakings to disclose to the investing public, on a periodic and continuing basis, certain information, as more fully set forth in such undertakings and as contemplated by the provisions of Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule").

The Issuer has agreed to engage FSC Continuing Disclosure Services, a Division of First Southwest Company ("Continuing Disclosure Services"), to assist it with these continuing disclosure obligations, for the consideration and on the terms and conditions set forth herein, including the preparation and submission of annual reports (the "Annual Reports") and the reporting of certain specified events (the "Events"), which are set forth in the Issuer's undertakings, the Rule and in Subsection 2c. below.

This agreement (the "Agreement") between the Issuer and the Continuing Disclosure Services shall become effective as of the date of its acceptance as provided for below.

The parties agree as follows:

1. This Agreement shall apply to all issues of Bonds delivered subsequent to the effective date of the continuing disclosure requirements as specified in the Rule, to the extent that any particular issue does not qualify for exceptions to the continuing disclosure requirements of the Rule.

2. Continuing Disclosure Services agrees to perform the following in connection with providing services relating to the Issuer's continuing disclosure obligations:

    a. assist the Issuer in compiling data determined or selected by the Issuer to be disclosed;

    b. assist the Issuer in identifying other information to be considered by Issuer for continuing disclosure reporting purposes;

    c. assist the Issuer in preparing the presentation of such information, to include Annual Reports containing financial information and operating data of the type provided in the final official statement of applicable issues, and notices concerning the occurrence of the specified Events and other items listed below:

        1) Principal and interest payment delinquencies
        2) Non-payment related defaults
        3) Unscheduled draws on debt service reserves reflecting financial difficulties

4) Unscheduled draws on credit enhancements reflecting financial difficulties
5) Substitution of credit or liquidity providers, or their failure to perform
6) Adverse tax opinions or events affecting the tax-exempt status of the security
7) Modifications to rights of security holders
8) Bond calls
9) Defeasances
10) Release, substitution, or sale of property securing repayment of the securities
11) Rating changes
12) The issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the securities of the Issuer
13) Tender offers
14) Bankruptcy, insolvency, receivership or similar proceeding
15) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated person or their termination
16) Appointment of a successor or additional trustee or the change of the name of a trustee
17) Noncompliance with the Rule

d. assist the Issuer in distributing or filing, in the Issuer's name, the above mentioned Annual Reports, notices and audited annual financial statements to the Nationally Recognized Municipal Securities Information Repository ("NRMSIR"), which is the Municipal Securities Rulemaking Board ("MSRB"), appropriate State Information Depository ("SID"), rating agencies, and other entities, as required by the Issuer's continuing disclosure obligations.

e. provide to the Issuer confirmation of distribution or dissemination of reports and notices.

3. Issuer acknowledges and agrees to the following:

a. Continuing Disclosure Services will be compensated for the performance of services with respect to assisting the Issuer with preparation and submission of continuing disclosure reports in accordance with the schedule as set forth below:

1) $2,500 per year for assistance in review of each annual report and audited annual financial statements, if Issuer is not exempt from filing with the SID and/or NRMSIR or

2) $3,500 per year for assistance in preparation and distribution of each annual report and assistance in distribution of audited annual financial statements, if Issuer is not exempt from filing reports with the SID and NRMSIR, plus

3) $100 minimum fee for assistance in preparation and distribution of each notice concerning occurrence of an Event or noncompliance with the Rule; in addition, a fee of $125 per hour for all time in excess of five (5) hours spent in assisting with preparation and distribution of each notice concerning occurrence of an Event or noncompliance with the Rule.

b. Issuer will provide to Continuing Disclosure Services, and Continuing Disclosure Services shall be entitled to rely upon, all information regarding the issuance of the Bonds, including the final official statement and the Issuer's commitment or undertaking regarding continuing disclosure as contained in the resolution authorizing issuance of the Bonds or separate contract or agreement; annual financial information and operating data of the type provided in the final official statement; information concerning the occurrence of an Event or noncompliance with the Rule; and any other information necessary to prepare continuing disclosure reports.

c. Issuer will provide to Continuing Disclosure Services, and Continuing Disclosure Services shall be entitled to rely upon, annual written confirmation of all outstanding Bond issues for which the Issuer has a continuing disclosure obligation.

d. Issuer will provide to Continuing Disclosure Services all information required for preparation of each Annual Report, including financial information and operating data of the type provided in the final official statement and other information deemed necessary by Issuer, no later than 45 days prior to the date on which each Annual Report is due.

e. Issuer will provide full and complete copies of the audited annual financial statement no later than ten (10) days prior to the date on which it is due.

f. Issuer will notify Continuing Disclosure Services immediately upon the occurrence or immediately upon the Issuer's knowledge of the occurrence of each Event or noncompliance with the Rule, and the Issuer will immediately provide all information necessary for preparation of the notice of occurrence of each such Event or noncompliance with the Rule.

g. Issuer shall have the sole responsibility for determining the disclosure to be made in all cases. The Issuer shall review and provide approval of the content and form of all continuing disclosure reports and notices, with the exception of the following, which will be filed automatically on the Issuer's behalf, unless the Issuer has notified Continuing Disclosure Services otherwise in writing: bond calls, defeasances, and rating changes. In the event of a disagreement between the Issuer and Continuing Disclosure Services regarding the disclosure to be made, either the Issuer or Continuing Disclosure Services may, but neither is obligated to, terminate this Agreement by written notice to the other party.

h. A separate Annual Report will be prepared and distributed for each type of security pledge in effect for outstanding financing issues or Bonds of the Issuer.

i. Issuer will inform Continuing Disclosure Services of the retirement of any Bonds included under the scope of this Agreement within 30 days of such retirement.

4. In the event that Continuing Disclosure Services and the Issuer determine that advice of counsel is appropriate with respect to any question concerning disclosure, then (i) the Issuer may consult with its counsel, or (ii) the Issuer may authorize Continuing Disclosure Services to seek legal advice from independent counsel regarding the disclosure. The Issuer agrees that it shall be

responsible for the fees and expenses of its own counsel. The Issuer agrees to reimburse Continuing Disclosure Services the fees and expenses of independent counsel, if paid by Continuing Disclosure Services, for advice rendered pursuant to authorization by the Issuer.

5. The Issuer agrees to hold harmless and to indemnify Continuing Disclosure Services and its employees, affiliates, officers, directors, and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorneys' fees and expenses) which Continuing Disclosure Services may incur by reason of or in connection with the distribution of information in the disclosure reports in accordance with this Agreement, except to the extent such claims, damages, losses, liabilities, costs and expenses result directly from Continuing Disclosure Services' willful misconduct or gross negligence in the distribution of such information.

   In order to provide for just and equitable contribution, if a claim for indemnification pursuant to the foregoing indemnification provision is made, but it is determined in an appropriate proceeding that such indemnification may not be enforced, even though the express provisions hereof provide for indemnification in such case, then the Issuer, on the one hand, and Continuing Disclosure Services, on the other hand, shall contribute to the claims, damages, losses, liabilities, costs and expenses to which Continuing Disclosure Services may be subject in accordance with the relative benefits received by Issuer, on the one hand, and Continuing Disclosure Services, on the other hand, and also the relative fault of Issuer, on the one hand, and Continuing Disclosure Services, on the other hand, in connection with the acts or omissions which resulted in such claims, damages, losses, liabilities, costs or expenses; and relevant equitable considerations shall also be considered. Notwithstanding the foregoing, Continuing Disclosure Services, shall not be obligated to contribute any amount hereunder that exceeds the amount of fees previously received by Continuing Disclosure Services pursuant to this Agreement.

6. The fees and expenses due to Continuing Disclosure Services in providing Continuing Disclosure Services shall be calculated in accordance with Section 3a. of this Agreement. The fees will be invoiced each year during the term of the Agreement, unless terminated earlier, and fees will be payable within 30 days of receipt of invoice, except that the fees for the first year's service will be invoiced and be payable upon acceptance of this Agreement.

   In addition, the Issuer agrees to reimburse Continuing Disclosure Services for the following expenses: (i) legal fees and expenses of counsel incurred by Continuing Disclosure Services pursuant to the terms of Section 4. above, and (ii) other out-of-pocket expenses reasonably incurred by Continuing Disclosure Services in performing its obligations hereunder. The Issuer shall remit payment for expenses to Continuing Disclosure Services within 30 days of receipt of invoice.

7. **Bonds Issued Subsequent to Agreement:** The provisions of this Agreement will include additional municipal bonds and financings (including financing lease obligations) issued during the stated term of this Agreement, if such bonds are subject to the continuing disclosure requirements. In this connection, the Issuer agrees that the Issuer will notify Continuing Disclosure Services of any municipal bonds and financing (including financing lease obligations) issued by the Issuer during any fiscal year of the Issuer during the term of this Agreement, and will provide Continuing Disclosure Services with such information as shall be

necessary in order for Continuing Disclosure Services to perform the services contracted for hereunder.

8. **Effective Dates of Agreement:** This Agreement shall become effective as of the date of acceptance by the Issuer as set out below and remain in effect thereafter for a period of five (5) years from the date of acceptance. Unless Continuing Disclosure Services or Issuer shall notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will be automatically renewed on the fifth anniversary of the date hereof for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date for successive one (1) year periods. This agreement may be terminated with or without cause by the Issuer or Continuing Disclosure Services upon thirty (30) days' written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to Continuing Disclosure Services for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated prior to its stated term, all records provided to Continuing Disclosure Services by the Issuer shall be returned to the Issuer as soon as practicable. In addition, the parties hereto agree that upon termination of this Agreement Continuing Disclosure Services shall have no continuing obligation to the Issuer regarding any service contemplated herein. Notwithstanding the foregoing, all indemnification, hold harmless and/or contribution obligations, pursuant to Section 5 of this Agreement, shall survive any termination, regardless of whether the termination occurs as a result of the expiration of the term hereof or the Agreement is terminated sooner by either the Issuer or Continuing Disclosure Services under this Section 8, pursuant to Subsection 3.g., or otherwise.

Provision of Notices

Provision of information, delivery of certification and notices of Events and noncompliance with the Rule, unless directed otherwise in writing, shall be sent to:

Hidalgo County Regional Mobility Authority, Texas
118 S. Cage Blvd, 4th Floor
Pharr, Texas 78577
Mr. Jerry W. Dale, CPA/CGFO
Chief Financial Officer
Phone: (956) 402-4762
Fax:
Email: jdale@hcrma.net

FSC Continuing Disclosure Services, a Division of First Southwest Company

325 North St. Paul Street, Suite 800
Dallas, Texas 75201
Attention: Julie James
Vice President for Continuing Disclosure
Phone: (214) 953-8701
Fax: (214) 953-4050
Email: julie.james@firstsw.com

Acceptance of Agreement

9. This Agreement is submitted in triplicate originals. When accepted by the Issuer, it will constitute the entire Agreement between the Issuer and Continuing Disclosure Services for the purposes and the consideration specified above.

Acceptance will be indicated on all copies and returned to Continuing Disclosure Services. An executed original will be returned for your files.

Respectfully submitted,

FSC Continuing Disclosure Services, a Division of First Southwest Company

By _____
Hill A. Feinberg
Chairman and Chief Executive Officer

By _____
Julie James
Vice President

Date _____

ACCEPTANCE CLAUSE

The above and foregoing is hereby in all things accepted and approved by the Hidalgo County Regional Mobility Authority, on this the _____ day of _____, 2014.

By _____
Authorized Representative

_____
Title

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Item 3A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3A**
PLANNING COMMITTEE		**DATE SUBMITTED**	**6/09/14**
FINANCE COMMITTEE		**MEETING DATE**	**6/18/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014-52 – AUTHORIZATION TO ESTABLISH THE 4TH WEDNESDAY OF THE MONTH AS THE DATE FOR THE REGULAR BOARD OF DIRECTORS MEETING.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___ No

   Authorization to establish the 4th Wednesday of the month as the date for the Regular Board of Dircectors Meeting. In order to allow for ample time to review invoices and to comply with the 30 day payment statue, authorization is requested to move the Board of Directors meeting date to the 4th Wednesday of the month.

3. Policy Implication: Board Policy, Local Government, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: X Yes ___ No ___ N/A Funding Source: VRF Bond

5. Staff Recommendation**: Motion to approve Resolution 2014-52 – Authorization to establish the 4th Wednesday of the month as the date for the Regular Board of Directors Meeting.**

6. Program Manager's Recommendation: ___ Approved ___ Disapproved **X** None

7. Planning Committee's Recommendation: ___ Approved ___ Disapproved **X** None

8. Board Attorney's Recommendation: ___ Approved ___ Disapproved **X** None

9. Chief Financial Officer's Recommendation: **X** Approved ___ Disapproved ___ None

10. Executive Director's Recommendation: **X** Approved ___ Disapproved ___ None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: June 9, 2014

Re: **Authorization to Establish the 4th Wednesday of the Month as the Regular Meeting Date for the Board of Directors**

Background
On November 15, 2011, the HCRMA Board of Directors approved Resolution 2011-35, which established the 3rd Wednesday of the month as the regular meeting date for the Board of Directors.

Goal
With the increase in project activity for the State Highway 365 and International Bridge Trade Corridor Projects, staff requires ample to review, approve and process invoices for work. Currently, invoices are due the first full week of the month and only allows approximately 5-7 working days for the Program Manager and HCRMA Staff to route, review and approve any authorized work. Moving the Board of Directors meeting to the 4th Wednesday of the month allows staff up to 10 working days to process and approve invoices, obtain Board approval and meet the 30 day prompt payment statue.

Additionally, the City of Pharr has expressed a desire to schedule Building Board of Adjustment meetings on the 3rd Wednesday of the month.

Options
The Board of Directors may disapprove changing the meeting date or authorize staff to approve payment for reoccurring work awarded by the Board of Directors.

Recommendation
Based on review by this office, **approval of Resolution 2014-52 – Authorization to establish the 4th Wednesday of the month as the date for the Regular Board of Directors Meeting is recommended.**

If you should have any questions or require additional information, please advise.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2014-52

AUTHORIZATION TO ESTABLISH THE 4TH WEDNESDAY OF THE MONTH AS THE DATE FOR THE REGULAR BOARD OF DIRECTORS MEETING

THIS RESOLUTION is adopted this 18th day of June, 2014, by the Board of Director of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"); is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, the Authority was created by Order of Hidalgo County (the "County") dated October 26, 2004; Petition of the County dated April 21, 2005; and a Minute Order of the Texas Transportation Commission (the "Commission") dated November 17, 2005, pursuant to provisions under the Act the Authority; and

WHEREAS, the Authority is obligated to hold Regular Board of Director Meetings and certain committees meetings; and

WHEREAS, the Board finds it to be in the best interest of the Authority to revise the dates for calendar of meetings;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby authorized the calendar of regular meetings to be held on the fourth Wednesday of each month, with the understanding that committee meetings may be changed as necessary at the request of the chairman of said committee; and meetings of the Board of Directors may be changed or special meetings may be called pursuant to the provisions in the Authority's Bylaws.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY THIS 18TH DAY OF JUNE, 2014, AT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.

_____

Dennis Burleson, Chairman

Attest:

_____

Ricardo Perez, Secretary/Treasurer

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Item 3B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3B**
PLANNING COMMITTEE		**DATE SUBMITTED**	**6/09/14**
FINANCE COMMITTEE		**MEETING DATE**	**6/18/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014-53 - AWARD OF CONTRACT TO HALFF ASSOCIATES, RODS SURVEYING, QUINTANILLA, HEADLEY & ASSOCIATES, LAND TECH CONSULTANTS, R. GUTIERREZ ENGINEERING, MELDEN & HUNT, DOS LAND SURVEYING, SAMES, BAIN MEDINA BAIN, ROW SURVEYING SERVICES AND FULCRUM CONSULTING SERVICES FOR PROFESSIONAL SERVICE AGREEMENTS FOR SURVEYING SERVICES FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECDT.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Approval of Professional Service Agreements with Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project.

3. Policy Implication: Board Policy, Local Government, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: X Yes ___No ___N/A Funding Source: VRF Bond

5. Staff Recommendation**: Motion to approve Resolution 2014-53 – Award of Contrac to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for professional service agreements for surveying services for the International Bridge Trade Corridor as presented.**

6. Program Manager's Recommendation: **X** Approved ___Disapproved ___None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: June 9, 2014

Re: **Award of Contract for Surveying Services for the International Bridge Trade Corridor Project**

Background
At the October 16, 2013, regular meeting, the HCRMA Board of Directors approved the use and members of the Technical Committee to rate, rank and recommend a short list for Engineering, Surveying and Geotechnical services for the International Bridge Trade Corridor (IBTC) Project.

At the November 20, 2013, regular meeting, the HCRMA Board of Directors authorized staff to negotiate professional service agreements with the following firms:

Halff Associates
RODS Surveying
Quintanilla, Headley & Associates
Land Tech Consultants
R. Gutierrez Professional Engineers
Melden & Hunt Consultants
DOS Land Surveying
SAMES Engineering & Surveying
Bain Medina Bain
ROW Surveying Services
Fulcrum Consulting Services

Goal
Staff has completed negotiations with the noted firms for Surveying Services for the IBTC Project and recommends award to the pool of surveying firms for the scope and fee noted on the attachments. This work will provide parcel plats and descriptions for tract to be acquired for the IBTC Project, as well as, boundary surveys, project control, topographic and planimetric surveys, utility surveys and special or mitigation surveys.

Staff also recommends that the firms be assigned (rotated) work based on the ranking established by the Technical Committee.

Options
The Board of Directors could chose not to approve the professional service agreements for the pool of surveyors.

Recommendation
Based on review by this office, **approval of Resolution 2013-53 – Award of Contract to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consultants is recommended as presented.**

If you should have any questions or require additional information, please advise.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 53

AWARD OF CONTRACT WITH HALFF ASSOCIATES, RODS SURVEYING, QUINTANILLA, HEADLEY & ASSOCIATES, LAND TECH CONSULTANTS, R. GUTIERERZ ENGINEERING, MELDEN & HUNT, DOS LAND SURVEYING, SAMES, BAIN MEDINA BAIN, ROW SURVEYING SERVICES AND FULCRUM CONSULTING SERVICES FOR PROFESSIOAL SERVICES AGREEMENT FOR SURVEYING SERVICES FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT

THIS RESOLUTION is adopted this 18th day of June, 2014 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, Resolution 2013-41 authorized the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bride Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommends that HCRMA staff be authorized to negotiate with all qualified Surveying Firms to establish a surveying pool for the project; and

WHEREAS, on November 20, 2014, the Board of Directors authorized staff to negotiate professional services agreements with Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services; and

WHEREAS, staff has negotiated professional services agreements with Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services; and

WHEREAS, the Authority has determined it is necessary to award professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveing services for the International Bridge Trade Corridor Project;

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves professional service agreements with Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the professional services agreements for surveying services.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 18th day of June, 2014, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

Exhibit A

Professional Service Agreements
with
Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services
for
Surveying Services
for the
International Bridge Trade Corridor

♦Contract♦

Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)

SURVEYING SERVICES IBTC
Interchange with SH 365 to I-2 and from the ValleyView Interchange to FM 493

MAIN CONTRACT

June 10, 2014

Halff Associates, Inc.

STATE OF TEXAS §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT FOR SURVEYING SERVICES

THIS CONTRACT FOR SURVEYING SERVICES is made by and between the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter the "Authority") and Halff Associates, Inc. (hereinafter the "Surveyor"), having its principal business address at 5000 West Military Highway Suite 100, McAllen, Texas 78503 for the purpose of contracting for surveying services (hereinafter the "Agreement").

WITNESSETH

WHEREAS, Government Code, Chapter 2254, Subchapter A, "Professional Services Procurement Act" provides for the procurement of professional services of surveyors;

WHEREAS, in compliance with the Professional Services Procurement Act and all federal requirements including those described in 23 CFR Part 172, the Authority procured professional surveying services (hereinafter the "Procurement");

WHEREAS, pursuant to the Procurement and the Authority Board of Director's (the Board's) ranking of respondents thereto, the Board finds it to be in the best interest of the Authority to engage the Surveyor to provide professional land surveying services that will include general surveying in support of preliminary engineering, design engineering, construction engineering, maintenance work, right of way mapping and aerial photography projects for the development of the Project as approved by the Authority to wit: the **INTERNATIONAL BRIDGE TRADE CORRIDOR (IBTC) SURVEY PROJECT FOR SEGMENT 0010 FROM THE INTERCHANGE WITH SH 365 TO I-2 AND FROM THE VALLEYVIEW INTERCHANGE TO FM 493** (hereinafter the "Project");

NOW, THEREFORE, the Authority and the Surveyor, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

AGREEMENT

ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

1.1 The Authority and the Surveyor will furnish items and perform those services for fulfillment of the Agreement as identified in Attachment B, Services to be provided by the Authority and Attachment C, Services to be provided by the Surveyor. All services provided by the Surveyor will conform to standard surveying practices and applicable rules and regulations of The Professional Land Surveying Practices Act and Amendment and the rules of the Texas Board of Professional Land Surveying.

1.2 The Surveyor shall timely perform those surveying services for the fulfillment of the Agreement. All work shall be subject to review and approval by the Authority, and, if appropriate, the Texas Department of

Transportation and the Federal Highway Administration. Notwithstanding anything to the contrary in this Agreement or in any other Agreement document relating to the project, in performing its work under this Agreement Surveyor shall perform its services to the standard of care of a reasonable surveyor that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Surveyor.

ARTICLE II
AGREEMENT PERIOD

2.1 **Agreement Period.** The period after this contract becomes effective and before it is terminated is the Contract Period. This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on June 30, 2018 unless the Agreement period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Section 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Section 14, Termination. Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

2.2 **Maximum Agreement Period.** The maximum Contract Period is the time needed to complete all work authorizations issued during the Agreement Period.

2.3 **Unauthorized Work.** Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

ARTICLE III
COMPENSATION

3.1 **Maximum Amount Payable.** The maximum amount payable under this contract is **$40,800.00** unless modified (1) modified written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements or (2) modified through a work authorization as set forth in Article V, provided that such work authorizations is adopted by Board action.

3.2 **Basis of Payment.** The basis of payment is identified in Attachment E, Fee Schedule. Reimbursement of costs incurred under a work authorization shall be in accordance with Attachment E, Fee Schedule.

3.3 **Reimbursement of Eligible Costs**. To be eligible for reimbursement, the Surveyor's costs must (1) be incurred in accordance with the terms of a valid work authorization; (2) be in accordance with Attachment E, Fee Schedule; and (3) comply with cost principles set forth at 48 CFR Part 31, Federal Acquisition Regulation (FAR 31). Satisfactory progress of work shall be maintained and evidenced as a condition of payment.

3.4 **Surveyor Payment of Subproviders**. No later than ten (10) days after receiving payment from the Authority, the Surveyor shall pay all subproviders for work performed under a subcontract authorized hereunder. The Authority may withhold all payments that have or may become due if the Surveyor fails to comply with the ten-day payment requirement. The Authority may also suspend the work under this Agreement or any work authorization until subproviders are paid. This requirement also applies to all lower tier subproviders, and this provision must be incorporated into all subcontracts related to the project.

ARTICLE IV
PAYMENT REQUIREMENTS

4.1 **Monthly Billing Statements**. The Surveyor shall request reimbursement of costs incurred by submitting the original and one copy of an itemized billing statement in a form acceptable to the Authority. The Surveyor is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

4.2 **Billing Statement**. The billing statement shall show the work authorization number for each work authorization included in the billing, the total amount earned to the date of submission, and the amount due and payable as of the date of the current billing statement for each work authorization. The billing statement shall indicate if the work has been completed or if the billing is for partial completion of the work. The lump sum fee will be paid in proportion to the percentage of work completed per work authorization.

4.3 **Overhead Rates**. The Surveyor shall use the provisional overhead rate indicated in Attachment E. If a periodic escalation of the provisional overhead rate is specified in Attachment E, the effective date of the revised provisional overhead rate must be included. For lump sum agreements where a lump sum applies to a work authorization the overhead rate utilized shall correspond with the overhead rate specified in the year in which the work authorization is executed.

4.4 **Thirty Day Payments**. Upon receipt and acceptance of a billing statement that complies with all invoice requirements set forth in this Article, the Authority shall make a good faith effort to pay the amount which is due and payable within thirty (30) days.

4.5 **Withholding Payments**. The Authority reserves the right to withhold payment of the Surveyor's billing statement in the event of any of the following: (1) If a dispute over the work or costs thereof is not resolved within a thirty day period; (2) pending verification of satisfactory work performed; (3) the Surveyor becomes a delinquent obligor as set forth in Section 231.006 of the Family Code; or (4) required reports are not received. In the event that payment is withheld, the Authority shall notify the Surveyor and give a remedy that would allow the Authority to release the payment.

4.6 **Required Reports.**

a) As required in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements, the Surveyor shall submit Progress Assessment Reports to report actual payments made to Disadvantaged Business Enterprises or Historically Underutilized Businesses. One copy shall be submitted with each billing statement and one copy shall be submitted to the address included in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements.

b) Prior to Agreement closeout, the Surveyor shall submit a Final Report (Attachment H-4) to the address set forth in Attachment H.

c) The Surveyor shall submit a separate report with each billing statement showing the percent completion of the work accomplished during the billing period and the percent completion to date, and any additional written report requested by the Authority to document the progress of the work.

4.7 **Subproviders and Suppliers List**. Pursuant to requirements of 43 Texas Administrative Code §9.50 et seq., the Surveyor must provide the Authority a list (Attachment H-5/DBE or Attachment H-6/HUB) of all Subproviders and suppliers that submitted quotes or proposals for subcontracts. This list shall include subproviders' and suppliers' names, addresses, telephone numbers, and type of work desired.

4.8 **Debt to the Authority.** If the Authority is prohibited by law from issuing a warrant or initiating an electronic funds transfer to the Surveyor because of a debt owed to the Authority, the Authority shall apply all payments due the Surveyor to the debt or delinquent tax until the debt or delinquent tax is paid in full.

4.9 **Audit.** The Authority auditor may conduct an audit or investigation of any entity receiving funds from the Authority directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the Authority's right or the Authority's auditor right, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the Authority auditor with access to any information the Authority auditor considers relevant to the investigation or audit.

ARTICLE V
WORK AUTHORIZATIONS

The Authority will issue work authorizations using the form included in Attachment D (Work Authorizations and Supplemental Work Authorizations) to authorize all work under this Agreement. The Surveyor must sign and return a work authorization within seven (7) working days after receipt. Refusal to accept a work authorization may be grounds for termination of this Agreement. The Authority shall not be responsible for actions by the Surveyor or any costs incurred by the Surveyor relating to work not directly associated with or prior to the execution of a work authorization. Terms and conditions governing the use of work authorizations are set forth in Attachment A, General Provisions, Section 1. The work authorization shall not waive the Authority's or the Surveyor's responsibilities and obligations established under this Agreement.

ARTICLE VI
SIGNATORY WARRANTY

The undersigned signatory for the Surveyor hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete Authority to enter into this Agreement on behalf of the firm. These representations and warranties are made for the purpose of inducing the Authority to enter into this Agreement.

ARTICLE VII
NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Surveyor: Halff Associates, Inc. 5000 West Military Highway, Suite 100 McAllen, Texas 78503 Attn: Robert L. Saenz, P.E., President	**Authority:** Hidalgo County Regional Mobility Authority (HCRMA) 118 South Cage Boulevard, 4th Floor Pharr, Texas 78577 Attn: Pilar Rodriguez Executive Director

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

ARTICLE VIII
INCORPORATION OF PROVISIONS

Attachments A through K are attached hereto and incorporated into this Agreement as if fully set forth herein.

SIGNATORIES

IN WITNESS WHEREOF, the Authority and the Surveyor have executed these presents in duplicate and acknowledge that this Agreement constitutes the sole and only Agreement of the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the within subject matter.

AUTHORITY	**SURVEYOR**
By: _____	By: _____
Name: Pilar Rodriguez	Name: Robert L.Saenz
Title: Executive Director	Title: President
Hidalgo County Regional Mobility Authority	Company: Halff Associates, Inc.
Date: _____	Date: _____

LIST OF ATTACHMENTS TO AGREEMENT
FOR SURVEYING SERVICES
INCORPORATED INTO THE AGREEMENT BY REFERENCE

Attachments	Title
A	General Provisions
B	Services to Be Provided by the Authority
C	Services to Be Provided by the Surveyor
D	Work Authorization Forms
D-1	Work Authorization Form for Agreement for Surveying Services
D-2	Supplemental Work Authorization Form
E	Fee Schedule
E-1	Final Cost Proposal Form
E-2	Rate Sheets
E-3	Maximum Amount Payable
F	Work Schedule
G	Contract Deliverables/Computer Graphics Files for Document and Information Exchange, if applicable
H	DBE Participation
H-MOU	Memorandum of Understanding
H-Instructions	Instructions As per 49CFR 26.21
H-FG	Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts – See Attachment H Instructions
H–FN	Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts – See Attachment H Instructions
H–SG	Historically Underutilized Business (HUB) Requirements for County Funded Professional or Technical Services Contracts – County of Texas HUB. Subcontracting plan required – See Attachment H Instructions
H–SN	Historically Underutilized Business (HUB) Requirements for County Funded Professional or Technical Services Contracts – No County of Texas HUB
H–1	Subprovider Monitoring System Commitment Worksheet
H–2	Subprovider Monitoring System Commitment Agreement
H–3	Monthly Progress Assessment Report
H-4	Subprovider Monitoring System Final Report
H-5	Federal Subproviders and Supplier Information
H-6	HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report
H-7	DBE Certifications
I	Certificate of Insurance
J	Conflicts of Certification
K	Debarment Certification

ATTACHMENT A
GENERAL PROVISIONS

ATTACHMENT A
GENERAL PROVISIONS

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4	Additional Work
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7	Ownership of Data
8	Public Information
9	Personnel, Equipment and Material
10	Subcontracting
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12	Submission of Reports
13	Violation of Contract Terms (Breach of Agreement)
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15	Compliance with Laws
16	Indemnification
17	Surveyor's Responsibility
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ATTACHMENT A
GENERAL PROVISIONS

SECTION 1. WORK AUTHORIZATIONS

A. Use. The Surveyor shall not begin any work until the Authority and the Surveyor have signed a work authorization. Costs incurred by the Surveyor before or after the completion date specified in the work authorization are not eligible for reimbursement. All work must be completed on or before the completion date specified in the work authorization, and no work authorization completion date shall extend beyond the Agreement period set forth in Article II of the Agreement (Agreement Period).

B. Contents. Each work authorization will include: (1) types of services to be performed; (2) a period of performance with a beginning and ending date; (3) a full description of the work to be performed; (4) a work schedule with milestones; (5) a cost not to exceed amount, (6) the basis of payment whether cost plus fixed fee, unit cost, lump sum, or specified rate; and (7) a work authorization budget calculated using fees set forth in Attachment E, Fee Schedule. The Surveyor is not to include additional Agreement terms and conditions in the work authorization. In the event of any conflicting terms and conditions between the work authorization and the Agreement, the terms and conditions of the Agreement shall prevail and govern the work and costs incurred.

C. Work Authorization Budget. A work authorization budget shall set forth in detail (1) the computation of the estimated cost of the work as described in the work authorization, (2) the estimated time (hours/days) required to complete the work at the hourly rates established in Attachment E, Fee Schedule; (3) a work plan that includes a list of the work to be performed, (4) a stated maximum number of calendar days to complete the work, and (5) a cost-not-to-exceed-amount or unit or lump sum cost and the total cost or price of the work authorization. The Authority will not pay items of cost that are not included in or rates that exceed those approved in Attachment E.

D. No Guaranteed Work. Work authorizations are issued at the discretion of the Authority. While it is the Authority's intent to issue work authorizations hereunder, the Surveyor shall have no cause of action conditioned upon the lack or number of work authorizations issued.

E. Incorporation into Agreement. Each work authorization shall be signed by both parties and become a part of this Agreement. No work authorization will waive the Authority's or the Surveyor's responsibilities and obligations established in this Agreement. The Surveyor shall promptly notify the Authority of any event that will affect the schedule or completion of the work authorization.

F. Supplemental Work Authorizations. Before additional work may be performed or additional costs incurred, a change in a work authorization shall be enacted by a written supplemental work authorization in the form identified and attached hereto as Attachment D. Both parties must execute a supplemental work authorization within the period of performance specified in the work authorization. The Authority shall not be responsible for actions by the Surveyor or any costs incurred by the Surveyor relating to additional work not directly associated with the performance or prior to the execution of the work authorization. The Surveyor shall allow adequate time for review and approval of the supplemental work authorization by the Authority prior to expiration of the work authorization. Any supplemental work authorization must be executed by both parties within the time period established in Article II of the Agreement, (Agreement Period). Under no circumstances will a work authorization be allowed to extend beyond the Agreement's expiration date, unless a supplemental to the Agreement is approved by both parties extending the Agreement date.

F-1. More Time Needed. If the Surveyor determines or reasonably anticipates that the work authorized in a work authorization cannot be completed before the specified completion date, the Surveyor shall promptly notify the Authority. The Authority may, at its sole discretion, extend the work authorization period by execution of a supplemental to the work authorization, using the form attached hereto as Attachment D.

F-2. Changes in Scope. Changes that would modify the scope of the work authorized in a work authorization must be enacted by a written supplemental to the appropriate work authorization. The Surveyor must allow adequate time for the Authority to review and approve any request for a time extension prior to expiration of the work authorization. If the change in scope affects the amount payable under the work authorization, the Surveyor shall prepare a revised work authorization budget for the Authority's approval.

G. New Work Authorization. If the Surveyor does not complete the services authorized in a work authorization before the specified completion date and has not requested a supplemental to the appropriate work authorization, the work authorization shall terminate on the completion date. At the sole discretion of the Authority, it may issue a new work authorization to the Surveyor for the incomplete work using the unexpended balance of the preceding work authorization for the project. If approved by the Authority, the Surveyor may calculate any additional cost for the incomplete work using the rates set forth in the preceding work authorization and in accordance with Attachment E, Fee Schedule.

H. Emergency Work Authorizations. The Authority, at its sole discretion, may accept the Surveyor's signature on a faxed copy of the work authorization as satisfying the requirements for executing the work authorization, provided that the signed original is received by the Authority within five (5) business days from the date on the faxed copy.

I. Deliverables. Upon satisfactory completion of the work authorization, the Surveyor shall submit the deliverables as specified in the executed work authorization to the Authority for review and acceptance.

J. Performance Standards. Unless authorized by the Authority and the Texas Department of Transportation, if applicable, work performed under this Agreement shall be developed in accordance with the latest version of the Texas Department of Transportation's manuals.

SECTION 2. PROGRESS

A. Progress meetings. The Surveyor shall from time to time during the progress of the work confer with the Authority. The Surveyor shall prepare and present such information as may be pertinent and necessary or as may be requested by the Authority in order to evaluate features of the work.

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

C. Inspections. If federal funds are used to reimburse costs incurred under this Agreement, the work and all reimbursements will be subject to periodic review by the Texas Department of Transportation and the U. S. Department of Transportation.

D. Reports. The Surveyor shall promptly advise the Authority in writing of events that have a significant impact upon the progress of a work authorization, including:

1. Problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by Authority judgment of the action taken or contemplated, and any or federal assistance needed to resolve the situation; and
2. Favorable developments or events which enable meeting the work schedule goals sooner than anticipated.

E. Corrective Action. Should the Authority determine that the progress of work does not satisfy the milestone schedule set forth in a work authorization, the Authority shall review the work schedule with the Surveyor to determine the nature of corrective action needed.

SECTION 3. SUSPENSION OF WORK AUTHORIZATION

A. Notice. Should the Authority desire to suspend a work authorization but not terminate the Agreement, the Authority may verbally notify the Surveyor followed by written confirmation, giving ten (10) day notice. Both parties may waive the ten-day notice in writing.

B. Reinstatement. A work authorization may be reinstated and resumed in full force and effect within sixty (60) business days of receipt of written notice from the Authority to resume the work. Both parties may waive the sixty-day notice in writing.

C. Agreement Period Not Affected. If the Authority suspends a work authorization, the Agreement period as determined in Article II of the Agreement (Agreement Period) is not affected and the Agreement and the work authorization will terminate on the date specified unless the Agreement or work authorization is amended to authorize additional time.

D. Limitation of Liability. The Authority shall have no liability for work performed or costs incurred prior to the date authorized by the Authority to begin work, during periods when work is suspended, or after the completion date of the Agreement or work authorization.

SECTION 4. ADDITIONAL WORK

A. Notice. If the Surveyor is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, it shall promptly notify the Authority in writing, presenting the facts of the work authorization and showing how the work authorization constitutes additional work.

B. Supplemental Agreement. If the Authority finds that the work does constitute additional work, the Authority shall so advise the Surveyor and a written supplemental agreement will be executed as provided in Attachment A, General Provisions, Section 6, Supplemental Agreements.

C. Limitation of Liability. The Authority shall not be responsible for actions by the Surveyor or any costs incurred by the Surveyor relating to additional work not directly associated with or prior to the execution of a supplemental agreement.

SECTION 5. CHANGES IN WORK

A. Work Previously Submitted as Satisfactory. If the Surveyor has submitted work in accordance with the terms of this Agreement but the Authority requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Agreement, the Surveyor shall make such revisions as requested and as directed by the Authority. This will be considered as additional work and paid for as specified under Attachment A, General Provisions, Section 4, Additional Work.

B. Work Does Not Comply with the Agreement. If the Surveyor submits work that does not comply with the terms of this Agreement, the Authority shall instruct the Surveyor to make such revision as is necessary to bring the work into compliance with this Agreement. No additional compensation shall be paid for this work.

C. Errors/Omissions. The Surveyor shall make revisions to the work authorized in this Agreement which are necessary to correct errors or omissions appearing therein, when required to do so by the Authority. No additional compensation shall be paid for this work.

SECTION 6. SUPPLEMENTAL AGREEMENTS

A. Need. The terms of this Agreement may be modified if the Authority determines that there has been a significant increase or decrease in the duration, scope, cost, complexity or character of the services to be performed. A supplemental agreement will be executed to authorize such significant increases or decreases.

B. Compensation. Additional compensation, if appropriate, shall be calculated as set forth in Article III of the Agreement (Compensation). Significant changes affecting the cost or maximum amount payable shall be defined to include but not be limited to new work not previously authorized or previously authorized services that will not be performed. The parties may reevaluate and renegotiate costs at this time.

C. When to Execute. Both parties must execute a supplemental agreement within the Agreement period specified in Article II of this Agreement (Agreement Period).

SECTION 7. OWNERSHIP OF DATA

A. Work for Hire. All services provided under this Agreement are considered work for hire and as such all data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this Agreement are the property of the Authority.

B. Disposition of Documents. All documents prepared by the Surveyor and all documents furnished to the Surveyor by the Authority shall be delivered to the Authority upon request by the Authority. The Surveyor, at its own expense, may retain copies of such documents or any other data which it has furnished the Authority under this Agreement, but further use of the data is subject to permission by the Authority.

C. Release of Data. The Surveyor (1) will not release any documentation created or collected under this Agreement except to its subproviders as necessary to complete this Agreement; (2) shall include a provision in all subcontracts which acknowledges the Authority's ownership of the documents and prohibits its use for any use other than the project identified in this Agreement; and (3) is responsible for any improper use of the documents by its employees, officers, or subproviders, including costs, damages, or other liability resulting from improper use. Neither the Surveyor nor any subprovider may charge a fee for the portion of the design plan created by the Authority.

D. Maintenance of Data. The Surveyor and any subconsultant, subcontractor or vendor shall keep and maintain all Data and all other material relating to this Agreement and related projects, and shall make all such material available at any reasonable time during the term of the work on the Agreement and related projects and for five (5) years from the date of final payment to the Surveyor for auditing, inspection, and copying upon the Authority's request or, if federal dollars are applied to the Agreement, upon request by the federal government.

SECTION 8. PUBLIC INFORMATION AND CONFIDENTIALITY

A. Public Information. The Authority will comply with Government Code, Chapter 552, the Public Information Act, and 43 Texas Administrative Code §3.10 et seq. in the release of information produced under this Agreement.

B. Confidentiality. The Surveyor shall not disclose information obtained from the Authority under this Agreement without the express written consent of the Authority.

SECTION 9. PERSONNEL, EQUIPMENT AND MATERIAL

A. This Agreement is not intended to constitute, create, give up, or otherwise recognize a joint venture agreement or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

B. Surveyor Resources. The Surveyor shall furnish and maintain quarters for the performance of all services, in addition to providing adequate and sufficient personnel and equipment to perform the services required under this Agreement. The Surveyor certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this Agreement, or it will be able to obtain such personnel from sources other than the Authority.

C. Removal of Contractor Employee. All employees of the Surveyor assigned to this Agreement shall have such knowledge and experience as will enable them to perform the duties assigned to them. The Authority may instruct the Surveyor to remove any employee from association with work authorized in this Agreement if, in the sole opinion of the Authority, the work of that employee does not comply with the terms of this Agreement or if the conduct of that employee becomes detrimental to the work.

D. Replacement of Key Personnel. The Surveyor must notify the Authority in writing as soon as possible, but no later than three business days after a project manager or other key personnel is removed from association with this Agreement, giving the reason for removal.

E. Authority Approval of Replacement Personnel. The Surveyor may not replace the project manager or key personnel without prior consent of the Authority. The Authority must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the Authority determines that the new project manager or key personnel is not acceptable, the Surveyor may not use that person in that capacity and shall replace him or her with one satisfactory to the Authority within forty-five (45) days.

F. Ownership of Acquired Property. Except to the extent that a specific provision of this Agreement states to the contrary, the Authority shall own all intellectual property acquired or developed under this Agreement and all equipment purchased by the Surveyor or its subcontractors under this Agreement. All intellectual property and equipment owned by the Authority shall be delivered to the Authority when this Agreement terminates, or when it is no longer needed for work performed under this Agreement, whichever occurs first.

G. The Surveyor shall furnish and maintain, at its own expense, office space for the performance of all services, and adequate and sufficient personnel and equipment to perform the services as required. All employees of the Surveyor shall have such knowledge and experience as will enable them to perform the duties assigned to them.

H. The Surveyor agrees to maintain (in sufficient detail as will properly reflect all work done and results achieved in the performance of this Agreement) tracings, plans, specifications, maps, basic survey notes and sketches, books, records, reports, research notes, charts, graphs, comments, plans, comparisons, computations, analyses, recordings, photographs, computer programs, and documentations thereof, and other graphic or written data or deliverables generated in connection with the work called for in the Agreement; all such information and documentations to be termed "Data" under this Agreement.

I. All Data is the exclusive property of the Authority and shall be furnished to the Authority upon request and shall not be used or released by the Surveyor or any other person except with the prior approval of the Authority. All documents prepared by the Surveyor and all documents furnished to the Surveyor by the Authority shall be delivered to the Authority upon completion of the relevant milestone for payment and/or termination of this Agreement. Provided, however, that none of the documents or materials are intended or represented by Surveyor to be suitable for reuse by the Authority, or others on extensions of the project or on any other project. Any reuse of Data without written verification or adaptation by Surveyor for use beyond the specific purpose intended will be at Authority's sole risk and without liability or legal exposure to Surveyor.

SECTION 10. SUBCONTRACTING

A. Prior Approval. The Surveyor shall not assign, subcontract or transfer any portion of professional services related to the work under this Agreement without prior written approval from the Authority.

B. DBE/HUB Compliance. The Surveyor's subcontracting program shall comply with the requirements of Attachment H of the Agreement (DBE/HUB Requirements).

C. Required Provisions. All subcontracts for professional services shall include the provisions included in Attachment A, General Provisions, and any provisions required by law. The Surveyor is authorized to pay subproviders in accordance with the terms of the subcontract, and the basis of payment may differ from the basis of payment by the Authority to the Surveyor.

D. **Prior Review.** All subcontracts for professional services shall be approved as to form in writing by the Authority and, if applicable, by the Texas Department of Transportation prior to its execution and performance of work thereunder.

E. Surveyor Responsibilities. No subcontract relieves the Surveyor of any responsibilities under this Agreement.

SECTION 11. INSPECTION OF WORK

A. Review Rights. The Authority and if appropriate, the Texas Department of Transportation, and when federal funds are involved, the U. S. Department of Transportation, and any of their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

B. Reasonable Access. If any review or evaluation is made on the premises of the Surveyor or a subprovider, the Surveyor shall provide and require its subproviders to provide all reasonable facilities and assistance for the safety and convenience of the Authority and if appropriate the Authority, State, or federal representatives in the performance of their duties.

SECTION 12. SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by the Authority before a final report is issued. The Authority's comments on the Surveyor's preliminary report must be addressed in the final report.

SECTION 13. VIOLATION OF AGREEMENT TERMS (BREACH OF AGREEMENT)

A. Violation. Violation of the Agreement terms or breach of this Agreement by the Surveyor shall be grounds for termination of the Agreement. Any additional costs to the Authority that arise from the Surveyor's default, breach of Agreement, or violation of Agreement terms shall be paid by the Surveyor. This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

B. Venue. Venue for disputes related to this Agreement shall be Hidalgo County, Texas.

C. Applicable Laws. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

SECTION 14. TERMINATION

A. Causes. The Agreement may be terminated before the stated completion date by any of the following conditions.

1. By mutual agreement and consent, in writing from both parties.
2. By the Authority by notice in writing to the Surveyor as a consequence of failure by the Surveyor to perform the services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
4. By the Authority for reasons of its own, not subject to the mutual consent of the Surveyor, by giving ten business days notice of termination in writing to the Surveyor.
5. By the Authority, if the Surveyor violates the provisions of Attachment A, General Provisions Section 21, Gratuities.
6. By satisfactory completion of all services and obligations described herein.

B. Measurement. Should the Authority terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Surveyor. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the Authority terminate this Agreement under Paragraph A (4) or (5) above, the Surveyor shall not incur costs during the ten-day notice period in excess of the amount incurred during the preceding ten (10) days.

C. Value of Completed Work. If the Surveyor defaults in the performance of this Agreement or if the Authority terminates this Agreement for fault on the part of the Surveyor, the Authority will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in Attachment E, Fee Schedule) by the Surveyor in performing the work to the date of default;

(2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the Authority; (4) the cost to the Authority of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; and (6) other factors which affect the value to the Authority of the work performed.

D. Calculation of Payments. The Authority shall use the fee schedule set forth in Attachment E to the Agreement (Fee Schedule) in determining the value of the work performed up to the time of termination. In the case of partially completed surveying services, eligible costs will be calculated as set forth in Attachment E, Fee Schedule. The sum of the provisional overhead percentage rate for payroll additives and for general and administrative overhead costs during the years in which work was performed shall be used to calculate partial payments.

E. Excusable Delays. Except with respect to defaults of subproviders, the Surveyor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Surveyor. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

F. Surviving Requirements. The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the Authority and the Surveyor under this Agreement, except for those provisions that establish responsibilities that extend beyond the Agreement period.

G. Payment of Additional Costs. If termination of this Agreement is due to the failure of the Surveyor to fulfill its Agreement obligations, the Authority may take over the project and prosecute the work to completion, and the Surveyor shall be liable to the Authority for any additional cost to the Authority.

SECTION 15. COMPLIANCE WITH LAWS

The Surveyor shall comply with all applicable Authority, federal, County and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations. When required, the Surveyor shall furnish the Authority with satisfactory proof of its compliance therewith.

SECTION 16. INDEMNIFICATION

A. THE SURVEYOR SHALL SAVE AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, AND EMPLOYEES, FROM ALL CLAIMS, LIABILITY, ACTION, AND LOSS (INCLUDING DAMAGE OR INJURY INCLUDING DEATH TO PERSONS OR PROPERTY) DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, SUBCONTRACTORS, OR EMPLOYEES PERFORMED UNDER THIS AGREEMENT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT, INCLUDING ANY VIOLATION OF ANY STATUTES, ORDINANCES, BUILDING CODES OR REGULATIONS, OF THE SURVEYOR OR OF ANY PERSON EMPLOYED OR ENGAGED BY THE SURVEYOR, AND THE DEFENSE OF ANY SUCH CLAIMS, LIABILITY, ACTION, OR LOSS.

B. THE SURVEYOR SHALL ALSO SAVE AND HOLD HARMLESS THE AUTHORITY FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, REASONBLE ATTORNEY FEES WHICH MAY BE INCURRED BY THE AUTHORITY OR LIABILITIES WHICH MAY BE IMPOSED ON THE AUTHORITY AS THE RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACT BY THE SURVEYOR, ITS AGENTS, ITS SUBCONTRACTORS, OR EMPLOYEES.

SECTION 17. SURVEYOR'S RESPONSIBILITY

A. Accuracy. The Surveyor shall be responsible for the accuracy and completeness of work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

B. Errors and Omissions. The Surveyor's responsibility for all questions arising from errors and/or omissions will be determined by the Authority and all decisions shall be in accordance with the Authority's "Errors or Omissions Policy". The Surveyor will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

C. Seal. The responsible Surveyor shall sign, seal and date all appropriate surveying submissions to the Authority in accordance with the Texas Surveying Practice Act and the rules of the Texas Board of Professional Surveyors.

D. Resealing of Documents. Once the work has been sealed and accepted by the Authority, the Authority, as the owner, will notify the party to this Agreement, in writing, of the possibility that a Authority surveyor, as a second surveyor, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second surveyor will affix his seal to any work altered, completed, corrected, revised or added. The second surveyor will then become responsible for any alterations, additions or deletions to the original survey including any effect or impacts of those changes on the original surveyor's work product.

SECTION 18. NONCOLLUSION

A. Warranty. The Surveyor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Surveyor and those consultants, subconsultants, and providers identified in the presentation to the Authority's Board, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or surveyor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

B. Liability. For breach or violation of this warranty, the Authority shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION 19. INSURANCE

A. Insurance Liability Limits. The Surveyor shall obtain and maintain insurance limits of liability for each of the types of insurance coverage identified as follows:

1. Workers' Compensation, endorsed with a waiver of subrogation in favor of the Authority in the amount of statutory obligations imposed under the Texas Workers' Compensation Law.

2. Commercial General Liability, endorsed with the Authority as an additional insured and endorsed with a waiver of subrogation in favor of the Authority to the extent of the liabilities assumed by Surveyor under **Attachment A, Section 17** of this Agreement, in limits of liability of one million dollars ($1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
3. Professional Liability in limits of one million dollars ($1,000,000) each claim and in the aggregate.

The coverage and amounts designated herein are minimum requirements and do not establish limits of the Surveyor's liability. Additional coverage may be provided at the Surveyor's option and expense.

The issuer of any policy must have a rating of at least B+ and a financial size of Class VI or better according to the latest *Best's* rating.

B. Insurance Liability Limits. The Surveyor shall furnish proof of insurance by means of a completed Attachment I – Certificate of Insurance - Hidalgo County Regional Mobility Authority, attached hereto and made a part thereof with the Project Name and the Surveyor's name stated thereon, to be submitted prior to the beginning of the Project. The Surveyor will be considered in breach of this Agreement should the Surveyor fail to maintain the required insurance coverage during the term of this Agreement. The termination of this Agreement resulting from failure to maintain the required insurance will be carried out in accordance with the termination provisions herein.

C. Surveyor's Risk. The services to be provided under this Agreement will be performed entirely at Surveyor's risk and Surveyor assumes all responsibility for the condition of vehicles or other instrumentalities used in the performance of this Agreement.

D. Work on Texas Department of Transportation Property. To the extent that the Texas Department of Transportation or this Agreement authorizes the Surveyor or its subconsultants to perform any work on Texas Department of Transportation right of way, before beginning work the entity performing the work shall provide the Authority and the Texas Department of Transportation with a fully executed copy of the Department's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on Department right of way. This coverage shall be maintained until all work on the Department right of way is complete. If coverage is not maintained, all work on Department right of way shall cease immediately, and, the Authority may recover damages and all costs of completing the work.

SECTION 20. GRATUITIES

Employees of the Authority shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the Authority under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Authority. Any person doing business with or who may reasonably speaking do business with the Authority under this Agreement may not make any offer of benefits, gifts or favors to departmental employees, except as mentioned herein above. Failure on the part of the Surveyor to adhere to this policy may result in the termination of this Agreement.

SECTION 21. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS

The Surveyor agrees to comply with the requirements set forth in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Subcontracting Plan Requirements with an assigned goal or a zero goal, as determined by the Authority. The Surveyor will adhere to the commitment and to participation by certain Disadvantaged Business Enterprises (DBE) agreed to by the Authority during negotiations. Refer to Attachment H-7 for copies of DBE Certifications.

SECTION 22. MAINTENANCE, RETENTION AND AUDIT OF RECORDS

A. Retention Period. The Surveyor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and services provided (hereinafter called the Records). The Surveyor shall make the records available at its office during the Agreement period and for five (5) years from the date of final payment under this Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Availability. The Authority or any of its duly authorized representatives and, if appropriate, the Texas Department of Transportation, the Federal Highway Administration, the United States, Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the Surveyor's Records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

SECTION 23. CIVIL RIGHTS COMPLIANCE

(1) Compliance with Regulations: The Surveyor shall comply with the regulations of the Department of Transportation, Title 49, Code of Federal Regulations, Parts 21, 24, 26 and 60 as they relate to nondiscrimination; 23 CFR 710.405(B); also Executive Order 11246 titled Equal Employment Opportunity as amended by Executive Order 11375.

(2) Nondiscrimination: The Surveyor, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Surveyor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Surveyor of the Surveyor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

(4) Information and Reports: The Surveyor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Surveyor is in the exclusive possession of another who fails or refuses to furnish this information, the Surveyor shall so certify to the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Surveyor's noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such Agreement sanctions as the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Surveyor under this Agreement until the Surveyor complies and/or
(b) cancellation, termination, or suspension of this Agreement, in whole or in part.

(6) Incorporation of Provisions: The Surveyor shall include the provisions of paragraphs (1) through (5) above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Surveyor shall take such action with respect to any subcontract or procurement as the Authority and; if appropriate, the Texas Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event an Surveyor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Surveyor may request the Authority; or, if appropriate, the Texas Department of Transportation to enter into such litigation to protect the interests of the Authority; and, in addition, the Surveyor, if appropriate, may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 24. PATENT RIGHTS
The Authority; and if appropriate, the Texas Department of Transportation; and the U. S. Department of Transportation shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Surveyor under this Agreement.

SECTION 25. COMPUTER GRAPHICS FILES
The Surveyor agrees to comply with Attachment G, Computer Graphics Files for Document and Information Exchange, if determined by the Authority to be applicable to this Agreement.

SECTION 26. CHILD SUPPORT CERTIFICATION
Under Section 231.006, Texas Family Code, the Surveyor certifies that the individual or business entity named in this Agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Surveyor is liable to the Authority for attorney's fees, the cost necessary to complete this Agreement, including the cost of advertising and awarding a second Agreement, and any other damages provided by law or this Agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

SECTION 27. DISPUTES

A. Disputes Not Related to Agreement Services. The Surveyor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Surveyor in support of the services authorized herein.

B. Disputes Concerning Work or Cost. Any dispute concerning the work hereunder or additional costs, or any non-procurement issues shall be settled by mediation and if mediation is unsuccessful then parties go to trial under Texas State law.

SECTION 28. SUCCESSORS AND ASSIGNS

The Surveyor and the Authority do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. The Surveyor shall not assign, subcontract or transfer its interest in this Agreement without the prior written consent of the Authority.

SECTION 29. SEVERABILITY

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

SECTION 30. PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto for the services authorized herein and supersedes any prior understandings or written or oral Agreements between the parties respecting the subject matter defined herein.

SECTION 31. CONFLICT OF INTEREST

A. Representation by Surveyor. The undersigned represents that its firm has no conflict of interest that would in any way interfere with its or its employees' performance of services for the Authority or which in any way conflicts with the interests of the Authority. The firm shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Authority's interests.

B. Certification Status. The Surveyor certifies that it is not:

1. a person required to register as a lobbyist under Chapter 305, Government Code; or
2. a public relations firm other than the firms identified in the presentation to the RMA Board.

C. Environmental Disclosure. If the Surveyor will prepare an environmental impact statement or an environmental assessment under this Agreement, the Surveyor certifies by executing this Agreement that it has no financial or other interest in the outcome of the project on which the environmental impact statement or environmental assessment is prepared.

SECTION 32. OFFICE OF MANAGEMENT AND BUDGET (OMB) AUDIT REQUIREMENTS

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

SECTION 33. CERTIFICATIONS

A. The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Surveyor certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive Federal funds and, when requested by the Authority, to furnish a copy of the certification.

B. In accordance with Department of Transportation, Title 49, Code of Federal Regulations, Part 29 and by signature on this Agreement and the Debarment Certification attached hereto as Attachment K, the Surveyor certifies its compliance and the compliance of any subconsultants or subcontractors present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving federal, state or Authority funds:

(1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
(2) does not have a proposed debarment pending;
(3) has not been suspended debarred, voluntarily excluded, or determined ineligible by an federal agency within the past three (3) years; and
(4) has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years as specified by Title 49, Code of Federal Regulations, paragraph 29.305(a).

C. The Surveyor agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code as codified in Title 48, Federal Acquisition Regulations, Subpart 3.8 and subpart 52.203.11, prohibiting federal funds from being expended by a recipient or lower-tier subrecipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract or cooperative agreement. If federal funds are applied to the services under this Agreement, the Surveyor and any subconsultants or subcontractors would be required to complete the Certification of Federal Contracts and, if necessary, the Disclosure of Lobbying Activities.

D. If the Project is a federal aid project, Surveyor is required to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), which prohibit the use under non-exempt federal contract, grants, or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the USEPA Assistant Administrator of Enforcement.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE AUTHORITY

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE AUTHORITY

Project Map.

ROW Map – ROW widths, other land, ownership, survey information.

Ownership information of adjacent tracts.

Intersecting ROW information, documentation, construction plans of existing utilities if available.

Construction plans of existing facilities if available.

Intended use of the survey and required form of deliverables, files required, etc.

Accuracy required and method of display.

Horizontal and vertical datum upon where the survey should be based (if varies from TxDOT).

Research on subject tracts/parcel ownership aerial photographs.

Title Reports for Parent\Ownership Tracts within Project.

Boundary survey, (data files) of Original survey Lines Subdivision, and Parent Tracts within Project. Includes found monumentation.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

1.0 Project Control

1.1 Primary Control

Primary Control is a series of stable and reliable monuments set and establish in the general vicinity of the project. Usually these monuments will not be further than 3 miles from the project or between each other on the project. The purpose for Primary Control is to transfer in and establish National Spatial Reference (NSRS), "Geodetic Values and Coordinates", closer and more accessible to the project site.

Note: The conventional scope for this service will not be performed; instead, the HCRMA surveyors will use the RTK Cooperative VRS[3] Network. In the event that conventional Primary Control becomes necessary, the HCRMA PMC Survey Coordinator will enumerate a detailed scope for this service.

Limits for this service:

To Be Determined by Future Work Authorization

1.1.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
		1.1.1.1			
		1.1.1.2			
		1.1.1.3			

1.1.2 Field Work Tasks.

To be provided by:					
		1.1.2.1			
		1.1.2.2			
		1.1.2.3			

1.1.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	Halff Associates,Inc.	1.1.3.1	Prepare and Submit Survey Control Book that includes: • Project Summary; • Primary Control Location Map; • Primary Control Data Sheets;		
		1.1.3.2			
		1.1.3.3			

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

1.0 Project Control

1.2 Secondary Control

Secondary Control is a series of Control points established and setup no more than 1000 feet apart and in a "line of sight" pattern. The purpose for Secondary Control is mainly for use with conventional theodolite/robotic instrumentation where an occupied and back sight point is needed. Another use for secondary control can be for GPS RTK Rover checks, initialization and calibration. The datum and values of secondary control will be derived from the Valley VRS Network.

Note: The conventional scope for this service will not be performed; instead, the "Panel points" or "Aerial Target" monumentation establish for the Aerial Photogrammetry will be utilized as Secondary Control for the TCC/SH 365 segment of this project due to its availability. In the event that conventional Secondary Control becomes necessary, the HCRMA PMC Survey Coordinator will enumerate a detailed scope for this service.

Limits for this service:

To Be Determined by Future Work Authorization

1.2.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:						
	Halff Associates,Inc.	1.2.1.1	Contact and Coordinate with HCRMA for … • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. •			
HCRMA	Halff Associates,Inc.	1.2.1.2	Obtain Survey Control Report that includes: Panel Point Data Control Sheets, Location Map and coordinate values.			
		1.2.1.3				

1.2.2 Field Work Tasks.

To be provided by:						
	Halff Associates,Inc.	1.2.2.1	Locate, recover and flag panel points. *(Existing on Ground)*			
	Halff Associates,Inc.	1.2.2.2	Survey and check horizontal and vertical coordinates on all recovered panel points using GPS RTK "Control Observation" procedures. *(Existing on Ground)*			
		1.2.2.3				

1.2.3 Office Work / Delivery Preparation Tasks

To be provided by:						
	Halff Associates,Inc.	1.2.3.1	Prepare and submit a REVISED Survey Control Report that includes: • Panel Point Data Control Sheets, • Location Map and coordinate values of recovered panel points.			
	Halff Associates,Inc.	1.2.3.2				

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

1.0 Project Control

1.3 Photogrammetric (Aerial) Control

Photogrammetric (Aerial) Control is a series of Control points established and setup in a pattern on the ground to provide the Photogrametrist a means by which to position and Ortho-rectify the aerial photographs to the project Datum and scale. The datum and values of the aerial control will be derived from the Valley VRS Network.

Note: This service was performed by others in the recent past therefore the "Panel points" or "Aerial Target" monumentation establish for the Aerial Photogrammetry will be utilized as Secondary Control for the TCC/SH 365 segment of this project due to its availability. In the event that Photogrammetric Control becomes necessary, the HCRMA PMC Survey Coordinator will enumerate a detailed scope for this service.

Limits for this service:

To Be Determined by Future Work Authorization

1.3.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:						
Others	Halff Associates,Inc.	1.3.1.1	Contact and Coordinate with HCRMA and Aerial Photogrammetrist for… • Proposed project ROW widths or Corridor maps, Intersecting ROW information and documentation, Construction plans of existing facilities and utilities if available, all other survey data and information. • Plan for panel point or target layout scheme. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control) • Schedule for survey and number of re-visits to maintain and/or re-staking			
		1.3.1.2				
		1.3.1.3				

1.3.2 Field Work Tasks

To be provided by:						
Others	Halff Associates,Inc.	1.3.2.1	Layout aerial targets as per plan.			
Others	Halff Associates,Inc.	1.3.2.2	Survey each aerial target point using GPS RTK "Control Observation" procedures.			
Others	Halff Associates,Inc.	1.3.2.3	Revisit project ONE additional time, (or as directed by PMC), to maintain and / or re-stake disturbed or obliterated points.			
Others	Halff Associates,Inc.	1.3.2.4	Maintain GPS data observation ground crew during flight (if applicable)			
Others	Halff Associates,Inc.	1.3.2.5	Remove aerial targets after photogrammetry process has been completed.			

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

1.0 Project Control

1.3.3 Office Work / Delivery Preparation Tasks

To be provided by:					
Others	Halff Associates,Inc.	1.3.3.1	Process XYZ coordinates and submit coordinate values and all necessary panel point information to photogrammetrist		
Others	Halff Associates,Inc.	1.3.3.2	Prepare and Submit Survey Control Report that includes: • Project Summary; • Primary Control Location Map; • Primary Control Data Sheets; • Panel Point Data Control Sheets; • Panel Point Location Map and Panel Points coordinate values list of each aerial target point.		
		1.3.3.3			

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

1.0 Project Control

1.4 Project Alignment / Baselines

Survey to Stake and Layout the centerline or baseline of the preliminary or proposed route or corridor to provide Geotechnical, Environmental, Archeologists and others a means by which to locate their position or location on the project.

Limits for this service:

To Be Determined by Future Work Authorization

1.4.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
HCRMA	Halff Associates,Inc.	1.4.1.1	Contact and Coordinate with HCRMA for… • Proposed project ROW and alignment maps, Intersecting ROW information and documentation, Proposed Construction plans if available, all other survey data and information. • Proposed project ROW and alignment maps, Intersecting ROW information and documentation, Proposed Construction plans if available, all other survey data and information. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control) • Schedule for survey and number of re-visits to maintain and/or re-staking		
		1.4.1.2	N/A		
		1.4.1.3	N/A		

1.4.2 Field Work Tasks.

To be provided by:					
	Halff Associates,Inc.	1.4.2.1	Stake centerline, or under mitigating circumstances, stake offset baseline for preliminary corridor alignment… • at all Deflection PI's, PC's, PT's, • at *(1000')* (EVEN STATION) intervals on straight POTs • at *(1000')* (EVEN STATION) intervals on curves. • Stake point using *(5/8"x 2')* wooden hub and 4 foot wooden guard lathe. • Mark lathe with station number and offset on baselines.		
	Halff Associates,Inc.	1.4.2.2	Stake adjacent preliminary or proposed ROW lines… • at all Deflection PI's, PC's, PT's • at *(1000')* (EVEN STATION) intervals on straight POTs • *at (1000')* (EVEN STATION) intervals on curves • Stake point using *(5/8"x 2'*) wooden hub and 4 foot wooden guard lathe. • Mark lathe with centerline station number and offset from project center.		
	Halff Associates,Inc.	1.4.2.3	Revisit project ONE additional time, (or as directed by HCRMA), to maintain and / or re-stake disturbed or obliterated points.		
		1.4.2.4	N/A		

1.4.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	Halff Associates,Inc.	1.4.3.1	Provide HCRMA with Stakeout report		
	Halff Associates,Inc.	1.4.3.2	Provide reports as per PMC request, i.e., Geographic Lat/Long of staked points.		
	Halff Associates,Inc.	1.4.3.3	N/A		

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

3.0 Topographic and Planimetric Survey

Surveys, measurements and data within the project limits to develop a Digital Terrain Model (DTM) and Planimetrics of the project route or corridor.

3.1. FULL Topo and Planimetrics

This is FULL development of NEW Digital Terrain Model (DTM) and Planimetrics of the project route or corridor without the benefit of aerial photogrammetry and mapping

Limits for this service:

To Be Determined by Future Work Authorization

3.1.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
	Halff Associates,Inc.	3.1.1.1	Contact and Coordinate with HCRMA for… • Proposed project ROW widths or Corridor maps, Intersecting ROW information and documentation, Construction plans of existing facilities and utilities if available, all other survey data and information. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required, etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control)		
		3.1.1.2	N/A		
		3.1.1.3	N/A		

3.1.2 Field Work Tasks.

To be provided by:					
N/A	Halff Associates,Inc.	3.1.2.1	Survey proposed route or corridor for project DTM. • Cross Section corridor at every 100 foot stations and all break lines. • Cross Section 175’ right and left, (350’ wide), of the route or corridor centerline. (See Special or Mitigation Surveys for special and extended Topo Survey)		
HCRMA	Halff Associates,Inc.	3.1.2.2	Survey CROSSING Drainage ditches, Canals and Streams and etc for project DTM. • Cross Section the above every 100' and at all break lines. Obtain flow line elevation shots, inside Drainage ditches and Canals and etc. • Cross section the above from toe to toe plus 25’. • Cross section the above out to 500’ right and left of the route or corridor centerline. (See Special or Mitigation Surveys for special and extended Topo Survey)		
N/A	Halff Associates,Inc.	3.1.2.3	Survey CROSSING or intersecting Highways, Streets, Roads, and etc. for project DTM. • Cross Section the above every 100' and at all break lines. • Cross section the above from ROW to ROW plus 25’. • Cross section the above out to 500’ right and left of the route or corridor centerline. (See Special or Mitigation Surveys for special and extended Topo Survey)`		

	Halff Associates,Inc.	3.1.2.4	Survey and Measure all above ground and visible topical objects and features within survey corridor for project PLANIMETRICS including but not limited to:
			• Developed sites i.e., driveways and culverts, flatwork, fences, curbs, parking, entrances, buildings/improvements, and etc. Note and describe all on survey deliverable.
			• Bridges/Overpasses of Hwy, Road, and Street; i.e. deck top, embankment, railings and ect. and profile of natural ground below structure.
			  ○ (See Attachment C.6 Special or Mitigation Surveys for special and detailed Bridge Survey)
			• Cross Culverts/Bridges of Drain Ditch, Irrigation Canal, Stream, i.e, deck top, railings, wing walls and etc. and profile of natural ground below structure.
			  ○ (See Attachment C.6 Special or Mitigation Surveys for special and detailed Cross Culvert Survey)
			• Drainage Ditch / Irrigation Canal / Flood Control Structures, i.e., gates, weirs, outfalls, spillways, culverts and etc. and flow line elevations below structure.
			  ○ (See Attachment C.6 Special or Mitigation Surveys for special, detailed or offsite Drainage / Irrigation / Flood Control Structure Survey)
			  ○ (See Attachment C.5 Utility Survey for Storm Water Drainage / Irrigation / Flood Control Pipelines Survey)
			• Major Vegetation, i.e., large old trees, fruit bearing trees, dense brush clumps and etc.
			• Signage, i.e., roadway, private, billboards, etc. Note and describe sign and sign content on survey deliverable.
			• Oil and Gas Wells and facilities, i.e., well heads, battery Tanks, compressors and etc.
			• Utilities, above ground visible and apparent features i.e., markers, signs, risers, poles, guy wires and etc.
			  ○ (See Attachment C.5 for Utility Surveying Scope)

		3.1.2.5	N/A

3.1.3 Office Work / Delivery Preparation Tasks

To be provided by:					
N/A	Halff Associates,Inc.	3.1.3.1	Process all survey data using GEOPAC – MICROSTATION software and submit a digital… • DAT file (project metadata) • TIN file (masspoints and breaklines) • 2d.DGN file (Project Planimetrics) • 2d.DGN file (Project DTM and Contours)		
N/A	Halff Associates,Inc.	3.1.3.2	Submit a 1”= 50’ scale hardcopy of project PLANIMETRICS showing line work and labels of all above ground and pertinent objects and features surveyed.		
N/A	Halff Associates,Inc.	3.1.3.3	Submit a 1” = 50’ scale hardcopy of project DTM and Contours showing line work and labels of ground relief and elevations of project corridor		

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

3.0 Topographic and Planimetric Survey

Surveys, measurements and data within the project limits to develop a Digital Terrain Model (DTM) and Planimetrics of the project route or corridor.

3.2. IN-FILL Topo and Planimetrics

This is to supplement and update the Digital Terrain Model (DTM) and Planimetrics of the project route or corridor produced by aerial photogrammetry and mapping.

Limits for this service:

To Be Determined by Future Work Authorization

3.2.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
HCRMA	Halff Associates,Inc.	3.2.1.1	Contact and Coordinate with HCRMA for… • OBTAIN EXISTING AERIAL MAPPING digital files, maps, data and information. • Review Existing Aerial Mapping digital files, maps, data and determination of the extent of In-fills that will be necessary and/or needed. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control)
		3.2.1.2	N/A
		3.2.1.3	N/A

3.2.2 Field Work Tasks.

To be provided by:			
	Halff Associates,Inc.	3.2.2.1	Obtain elevation shots within the limits of the provided aerial photogrammetric DTM in areas left void or blank. • Survey voids or blanks within aerial mapping limits. ○ (See Special or Mitigation Surveys for special and extended Topo Survey).
	Halff Associates,Inc.	3.2.2.2	Survey, cross section and/or obtain flow line elevation shots, inside Drainage ditches, Canals and Streams within the limits of the provided aerial photogrammetric DTM left void or blank. • Cross Section the inside of the above every 100' and at all break lines. Obtain flow line elevation shots. • Cross section the above within the aerial mapping limits and beyond aerial mapping limits 100’ each side. ○ (See Special or Mitigation Surveys for special and extended Topo Survey)
	Halff Associates,Inc.	3.2.2.3	Survey and cross section CROSSING or intersecting Highways, Streets, Roads, and etc. within the limits of the provided aerial photogrammetric DTM left void or blank. • Cross section the above out to 300’ right and left of the aerial mapping limits. ○ (See Special or Mitigation Surveys for special and extended Topo Survey)

	Halff Associates,Inc.	3.2.2.4	Survey and Measure all above ground and visible topical objects and features within the provided aerial photogrammetric PLANIMETRICS left void or blank, including but not limited to:
			• Developed sites i.e., driveways and culverts, flatwork, fences, curbs, parking, entrances, buildings/improvements, and etc. Note and describe all on survey deliverable.
			• Bridges/Overpasses of Hwy, Road, and Street; i.e. deck top, embankment, railings and ect. and profile of natural ground below structure.
			  ○ (See Attachment C.6 Special or Mitigation Surveys for special and detailed Bridge Survey)
			• Cross Culverts/Bridges of Drain Ditch, Irrigation Canal, Stream, i.e, deck top, railings, wing walls and etc. and profile of natural ground below structure.
			  ○ (See Attachment C.6 Special or Mitigation Surveys for special and detailed Cross Culvert Survey)
			• Drainage Ditch / Irrigation Canal / Flood Control Structures, i.e., gates, weirs, outfalls, spillways, culverts and etc. and flow line elevations below structure.
			  ○ (See Attachment C.6 Special or Mitigation Surveys for special, detailed or offsite Drainage / Irrigation / Flood Control Structure Survey)
			  ○ (See Attachment C.5 Utility Survey for Storm Water Drainage / Irrigation / Flood Control Pipelines Survey)
			• Major Vegetation, i.e., large old trees, fruit bearing trees, dense brush clumps and etc.
			• Signage, i.e., roadway, private, billboards, etc. Note and describe sign and sign content on survey deliverable.
			• Oil and Gas Wells and facilities, i.e., well heads, battery Tanks, compressors and etc.
			• Utilities, above ground visible and apparent features i.e., markers, signs, risers, poles, guy wires and etc.
			  ○ (See Attachment C.5 for Utility Surveying Scope)

3.2.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	Halff Associates,Inc.	3.2.3.1	RE-PROCESS all survey data using GEOPAC – MICROSTATION software and submit NEW digital… • DAT file (project metadata) • TIN file (masspoints and breaklines) • 2d.DGN file (Project Planimetrics) • 3d.DGN file (Project DTM and Contours)		
	Halff Associates,Inc.	3.2.3.2	Submit a 1”= 50’ scale hardcopy of project PLANIMETRICS showing line work and labels of all above ground and pertinent objects and features surveyed. Highlight new or updated information.		
	Halff Associates,Inc.	3.2.3.3	Submit a 1” = 50’ scale hardcopy of project DTM and Contours showing line work and labels of ground relief and elevations of project corridor. Highlight new or updated information.		

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

4.0 Boundary Survey

Surveys and boundary line re-construction of the Land Tracts through which the proposed project route or corridor will pass. This survey will be used for the final design of the project's right of way line location therefore must be performed early in the project phase. This is NOT part of the right of way and parcel platting phase of the project even though it will be heavily relied upon to perform that phase.

Definitions for use in this context.
… Grants, Patents (Surveys), Porciones, i.e., Santa Anita Grant, Porcion 87, Survey No. 112
… Lot/Block Tracts or Partition Tracts, (Original Subdivisions of Grants, Surveys and Porciones) , i.e., Hidalgo Canal, Tex-Mex RR, San Salvador del Tule.
… Land Tracts, (severances or junior surveys of Lot/Block Tracts or Partition Tracts), i.e., 4.28 acres of Lot 1 Blk. 1, Tex-Mex RR
… Subdivision Tracts, (lots inside a platted subdivision of a Land Tract), i.e., Lot 1 of a subdivision of 4.28 acres of Lot 1 Blk. 1, Tex-Mex RR.
… ROW/Easement Tracts, (are much like Land Tracts and are severances within all of the above), i.e., HCIDD#1 150' ROW.
… Parent Tracts, (any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership), i.e. all of Lot 2 Blk. 1 and 4.28 acres of Lot 1 Blk. 1, Tex Mex RR

Limits for this service:

To Be Determined by Future Work Authorization

4.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
HCRMA	Halff Associates,Inc.	4.1.1	Contact and Coordinate with HCRMA for… • Proposed ROW or Corridor maps, data and information. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control)		
	Halff Associates,Inc.	4.1.2	Research Deeds, Maps, and other survey records and Abstract adequate property data and information to support the preparation of a Digital "Working Sketch", or "Deed Draft Record Sketch", to support the determination of the location and the re-construction of intended boundaries of the land Tracts to be field surveyed.		
HCRMA	Halff Associates,Inc.	4.1.3	Obtain ROE information and work performed in the Right of Entry phase of project. (If Available)		
HCRMA	Halff Associates,Inc.	4.1.4	HCRMA will obtain "Abstracts of Title" or "Title Reports" of Parent Tracts from a reputable Abstract Company or Landman. HCRMA will make "Abstracts of Title" or "Title Runs" and other abstracted information available to Surveyor.		
	Halff Associates,Inc.	4.1.5	Prepare digital "Working Sketch", or "Deed Draft Record Sketch". (This will evolve into the Final "Boundary Map" as field survey data is performed)		

4.2 Field Work Tasks.

To be provided by:					
	Halff Associates,Inc.	4.2.1	Locate, recover, and re-trace all corners and survey lines of the Land Tracts through which the proposed project route or corridor will pass.		
	Halff Associates,Inc.	4.2.2	The surveyor will begin by locating or retracing as many corners of the original grants as required to construct the boundaries of the Land Tracts included in the project for future takings. Subsequent to locating the original grant boundaries and preparing a boundary construction, the surveyor may locate corners and lines of any junior survey interior to the original grants. In this manner, the surveyor will build up a logical scheme of boundary construction.		
		4.2.3	N/A		

4.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	Halff Associates,Inc.	4.3.1	Perform final boundary analysis and boundary re-construction decisions of survey lines for the lands included in the project for future takings in accordance to all Texas Board of Professional Land Surveying rules, standards and policies. *("Footsteps of the Original Surveyor")*		
	Halff Associates,Inc.	4.3.2	Prepare and deliver a completed digital Boundary Construction Map. This map will depict all survey evidence recovered in the survey. The surveyor will prepare a survey map showing the corners recovered, the courses, and distances of the boundaries and areas of lands considered in the project. • Insure that boundary map coincides with the project grid and datum control. • Insure that boundary map includes all easements, severances, or other exceptions that the "Abstracts of Title" or "Title Reports" yield.		
	Halff Associates,Inc.	4.3.3	Overlay the most current PROPOSED/PRELIMINARY ROW Corridor onto the Boundary Construction Map and analyze for areas of uneconomic remainders, small slivers of land or un-rationalized takings. Prepare a written report and consult with HCRMA summarizing any discrepancies or problems. This will also be shown on the survey map. This will also be known as the Preliminary ROW Map.		

NOTE:

HCRMA PMC and Design Engineers will take the surveyors Boundary Survey deliverables and develop a **FINAL ROW FOOTPRINT** and then direct surveyor to start and complete the **Right of Way Mapping and Parcel Tract Plats** phase of the surveyor's scope of services.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

5.0 Utility Survey

Surveys and measurements to map all utilities, (especially buried/underground utilities), crossing, or adjacent to the project route or corridor.

Note: Storm Water Drainage, Irrigation, Flood Control Pipelines are considered utilities. Drainage, Irrigation, Flood Control ditches or canal is not considered utilities.
Refer to Attachment C.6 Special or Mitigation Surveys for special, detailed or offsite utility surveys, i.e., Potholing activities at conflict locations.

Limits for this service:

To Be Determined by Future Work Authorization

5.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:						
ENG.	Halff Associates,Inc.	5.1.1	Contact and Coordinate with HCRMA for… • Proposed project ROW widths or Corridor maps, Construction plans of existing facilities and utilities if available, all other survey data and information for utilities. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required, etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control)			
ENG.	Halff Associates,Inc.	5.1.2	Identify and compile list of existing utility owners along, adjacent and crossing project. • If necessary, Recon project in the field observe utility locator markers, signs and above ground risers to Identify and compile a complete list of existing utility owners along, adjacent and crossing project.			
ENG.	Halff Associates,Inc.	5.1.3	Contact and provide utility owners with the project "footprint" and request location markup information of their utility. Suggested Utility owners might be: • Telecommunication companies for FIBER OPTICS or transmission lines • Irrigation Districts • HCDD#1 • Municipalities •			
ENG.	Halff Associates,Inc.	5.1.4	Contact TxDOT utility coordinator for permit records and/or as-built construction plans.			
ENG.	Halff Associates,Inc.	5.1.5	Contact and coordinate with Texas 811 (Dig Tess) to locate and mark underground utilities.			
ENG.	Halff Associates,Inc.	5.1.6	Contact and coordinate with Municipalities to locate and mark underground utilities.			
ENG.	Halff Associates,Inc.	5.1.7	Contact Texas Railroad Commission for major gas/oil transmission lines digital computer files and maps.			
ENG.	Halff Associates,Inc.	5.1.8	Attend all utility coordination meetings			

5.2 Field Work Tasks.

To be provided by:					
	Halff Associates,Inc.	5.2.1	Complete the location of all above ground utility features that may have been missed in Attachment C.3 Topographic / Planimetric survey. Survey and measure all above ground risers for all underground or buried Utilities within surveyed corridor of project, including but not limited to: • Description, size/ diameter, material, top and flow line elevations, direction of flow, and etc. of underground utility at manholes, inlets, vaults, standpipes, vents, valves, and etc. • Description, size/ diameter, material, direction of line, line connectivity, (if data is made available), natural ground elevations, at locations marked by Dig Tess and/or utility company/owner. • Description, size/ diameter, material, elevation / height, direction of line, line connectivity, and etc. of above ground / aerial utilities. (See Attachment C.6 Special or Mitigation Surveys for special and detailed Utility Surveys at locations designated by design engineers as possible conflict with project plans, i.e., Potholing activities…)
		5.2.2	N/A
		5.2.3	N/A

5.3 Office Work / Delivery Preparation Tasks

To be provided by:					
ENG.	Halff Associates,Inc.	5.3.1	Prepare and submit digital Utility (2D) Map. Show description, size/ diameter, material, top and flow line elevations, direction of flow, , line elevation / height, direction of line, line connectivity, Dig Tess and/or utility company/owner markings of all above ground and underground / buried utilities within surveyed corridor of project.
		5.3.2	N/A
		5.3.3	N/A

6.0 Special or Mitigation Surveys

Surveys or services to obtain special details on specific aspects of the project not typically obtained during the performance of other surveying services or to obtain distinctive details on specific aspects outside the delineated project or survey area.

6.1 Surveys for Engineering Design

6.1.1 Bridges / Overpasses

Measurements to obtain cross sectional, (Elevation), details on bridges and bridge components such as columns, abutments, bents, bearing seat, bottom of deck, top of deck, bottom of beams, and other details requested by design engineer and Prepare cross sectional, (Elevation), details and exhibits.

Limits for this Service:

To Be Determined by Future Work Authorization

6.1.1.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
HCRMA / ENG.	Halff Associates,Inc.	6.1.1.1.1	Contact and Coordinate with HCRMA and Design Engineer for… • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc.		
		6.1.1.1.2	N/A		
		6.1.1.1.3	N/A		

6.1.1.2 Field Work Tasks.

To be provided by:					
	Halff Associates,Inc.	6.1.1.2.1	Measurements to obtain cross sectional, (Elevation), details on bridges and bridge components such as columns, abutments, bents, bearing seat, bottom of deck, top of deck, bottom of beams, and other details requested by design engineer.		
		6.1.1.2.2	N/A		
		6.1.1.2.3	N/A		

6.1.1.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	Halff Associates,Inc.	6.1.1.3.1	Prepare cross sectional, (Elevation), details and exhibits as directed.		
		6.1.1.3.2	N/A		
		6.1.1.3.3	N/A		

6.0 Special or Mitigation Surveys

6.1.2 Cross Culverts/Bridges

Measurements to obtain cross sectional, (Elevation), details on culvert components such as size, construction, apron, wingwalls, hydraulic openings, silting, and other details requested by design engineer and Prepare cross sectional, (Elevation), details and exhibits

Limits for this Service:

To Be Determined by Future Work Authorization

6.1.2.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
HCRMA / ENG.	Halff Associates,Inc.	6.1.2.1.1	Contact and Coordinate with HCRMA and Design Engineer for… • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc.		
		6.1.2.1.2	N/A		
		6.1.2.1.3	N/A		

6.1.2.2 Field Work Tasks.

To be provided by:					
	Halff Associates,Inc.	6.1.2.2.1	Measurements to obtain cross sectional, (Elevation), details on bridges and bridge components such as columns, abutments, bents, bearing seat, bottom of deck, top of deck, bottom of beams, and other details requested by design engineer		
		6.1.2.2.2	N/A		
		6.1.2.2.3	N/A		

6.1.2.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	Halff Associates,Inc.	6.1.2.3.1	Prepare cross sectional, (Elevation), details and exhibits as directed.		
		6.1.2.3.2	N/A		
		6.1.2.3.3	N/A		

6.0 Special or Mitigation Surveys

6.1.3 Drainage Ditch / Irrigation Canal / Flood Control Structures

Measurements to obtain cross sectional, (Elevation), details on siphons, gates, weirs, and other open ditch and flood control structures at locations requested by design engineers and Prepare cross sectional, (Elevation), details and exhibits

Limits for this Service:

To Be Determined by Future Work Authorization

6.1.3.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
HCRMA / ENG.	Halff Associates,Inc.	6.1.3.1.1	Contact and Coordinate with HCRMA and Design Engineer for… • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc.		
		6.1.3.1.2	N/A		
		6.1.3.1.3	N/A		

6.1.3.2 Field Work Tasks.

To be provided by:					
	Halff Associates,Inc.	6.1.3.2.1	Measurements to obtain cross sectional, (Elevation), details on siphons, gates, weirs, and other open ditch and flood control structures at locations requested by design engineers.		
		6.1.3.2.2	N/A		
		6.1.3.2.3	N/A		

6.1.3.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	Halff Associates,Inc.	6.1.3.3.1	Prepare cross sectional, (Elevation), details and exhibits as directed		
		6.1.3.3.2	N/A		
		6.1.3.3.3	N/A		

6.0 Special or Mitigation Surveys

6.1.4 Utilities

Measurements to obtain cross sectional, (Elevation), details on underground/buried conduit. at locations requested by design engineers.

Limits for this Service:

To Be Determined by Future Work Authorization

6.1.4.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
ENG.	Halff Associates,Inc.	6.1.4.1.1	Contact and Coordinate with… • Irrigation District • Drainage District • IBWC • Municipalities … as to schedule for Potholing activities and Pothole locations designated by design engineers as possible conflict with project plans.
ENG / HCRMA	Halff Associates,Inc.	6.1.4.1.2	Contact and Coordinate with HCRMA and Design Engineer for… • Pothole locations and potholing schedules needed. • … and Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc.
		6.1.4.1.3	N/A

6.1.4.2 Field Work Tasks.

To be provided by:			
UTIL Co.	Halff Associates,Inc.	6.1.4.2.1	Log and survey, depths and locations of "potholes".
		6.1.4.2.2	N/A
		6.1.4.2.3	N/A

6.1.4.3 Office Work / Delivery Preparation Tasks

To be provided by:			
ENG.	Halff Associates,Inc.	6.1.4.3.1	Update digital Utility (3D) Map produce in Attachment C.5 Utility Surveys.
		6.1.4.3.2	N/A
		6.1.4.3.3	N/A

6.0 Special or Mitigation Surveys

6.1.5 Additional Topography and/or Planimetrics

Surveys for additional (DTM) and/or, Planimetrics outside the surveyed project route or corridor area/limits as requested by design engineers.

Limits for this Service:

To Be Determined by Future Work Authorization

6.1.5.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
ENG. / HCRMA	Halff Associates,Inc.	6.1.5.1.1	Contact and Coordinate with HCRMA and Design Engineer for… • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Locations / Areas needing additional elevations, cross sections, planimetrics and etc.		
		6.1.5.1.2	N/A		
		6.1.5.1.3	N/A		

6.1.5.2 Field Work Tasks.

To be provided by:					
	Halff Associates,Inc.	6.1.5.2.1	Survey and Cross section IBWC Levees that were recently modified and re-constructed and may be outside of the surveyed corridor area.		
	Halff Associates,Inc.	6.1.5.2.2	Survey and Cross section intersecting Highways, Streets, Roads, and etc. 500', (or to first break line whichever comes first), upstream for drainage mitigation.		
	Halff Associates,Inc.	6.1.5.2.3	Locate, Survey and Measure IBWC flood control structures that were recently added, modified and/or re-constructed and that may be outside the surveyed corridor area.		

6.1.5.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	Halff Associates,Inc.	6.1.5.3.1	RE-PROCESS all survey data using and submit updated digital DTM and Planimetrics		
		6.1.5.3.2	N/A		
		6.1.5.3.3	N/A		

6.0 Special or Mitigation Surveys

6.2 Surveys for Wet Lands / Environmental / Archeology Study's

Surveys and measurements for the support of the studies that will be performed by these disciplines.

Limits for this Service:

To Be Determined by Future Work Authorization

6.2.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
Others	Halff Associates,Inc.	6.2.1.1	Contact and Coordinate with HCRMA and Environmental / Archeologist for… • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Limits, locations, areas needing additional survey.		
		6.2.1.2	N/A		
		6.2.1.3	N/A		

6.2.2 Field Work Tasks.

To be provided by:					
		6.2.2.1	N/A		
		6.2.2.2	N/A		
		6.2.2.3	N/A		

6.2.3 Office Work / Delivery Preparation Tasks

To be provided by:					
		6.2.3.1	N/A		
		6.2.3.2	N/A		
		6.2.3.3	N/A		

6.0 Special or Mitigation Surveys

6.3 Surveys for Hydrological / Drainage Study's

Surveys and measurements in support of the study of the surrounding watershed and cadastral drainage patterns.

Limits for this Service:

To Be Determined by Future Work Authorization

6.3.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
Others	Halff Associates,Inc.	6.3.1.1	Contact and Coordinate with HCRMA and Engineer for… • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Limits, locations, areas needing additional survey.		
		6.3.1.2	N/A		
		6.3.1.3	N/A		

6.3.2 Field Work Tasks.

To be provided by:					
		6.3.2.1	N/A		
		6.3.2.2	N/A		
		6.3.2.3	N/A		

6.3.3 Office Work / Delivery Preparation Tasks

To be provided by:					
		6.3.3.1	N/A		
		6.3.3.2	N/A		
		6.3.3.3	N/A		

6.0 Special or Mitigation Surveys

6.4 Surveys for Geotechnical Studies

Surveys and measurements to stake the location, or, to record and report the location of soil borings and other geotechnical soil testing excavations.

Limits for this Service:

To Be Determined by Future Work Authorization

6.4.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
HCRMA / Geo	Halff Associates,Inc.	6.4.1.1	Contact and Coordinate with HCRMA and Geotech for… • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Intended or needed Bore Hole locations.		
		6.4.1.2	N/A		
		6.4.1.3	N/A		

6.4.2 Field Work Tasks.

To be provided by:					
	Halff Associates,Inc.	6.4.2.1	Stake out 28 bore holes / Field locate finished boreholes		
		6.4.2.2	N/A		
		6.4.2.3	N/A		

6.4.3 Office Work / Delivery Preparation Tasks

To be provided by:					
		6.4.3.1	N/A		
		6.4.3.2	N/A		
		6.4.3.3	N/A		

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

7.0 Right of Way Mapping and Parcel Tract Platting

Preparation of maps, plats, legal descriptions and all documents for the Final ROW Acquisition and monumenting of final Right of Way and Parcels.

Definitions and Concepts for use in this context and derived from the TxDOT and HCRMA Survey Manuals.

Parent Tracts are defined by contiguous ownership, i.e.:

… any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership.
… any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership and not divided by a public way, separate ownership or platted as a subdivision.
… any tract of land comprised of contiguous lots in a platted subdivision under a single ownership.

Parcels are defined and created by ownership and unity of use and are the actual real properties, or tracts, to be acquired by the HCRMA, whether through purchase, donation, or exchange.

… If a Parent Tract of contiguous properties has a unity of use, then two or more properties may be combined into one parcel.

… If a Parent Tract of contiguous properties does not have unity of use, then each property is a separate parcel.

… If a Parent Tract has different and discrete land use areas, then each land use area must be partitioned into separate parcels with a unique number. A Parcel, therefore, does not necessarily have a one-to-one correspondence to the property lines of the parent tract.

… if a Parent Tract is divided or severed by public ways or by separate ownership and does NOT have common underlying ownership then each property must be partitioned into separate parcels with a unique number.

… if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership but does NOT have unity of use then each property must be partitioned into separate parcels with a unique number.

… if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership and DOES have unity of use then each property may be partitioned into ONE Parcel and sub-partitioned into separate PARTS.

Limits for this service:

To Be Determined by Future Work Authorization

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

7.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
HCRMA	Halff Associates,Inc.	7.1.1	Contact and Coordinate with HCRMA for… • FINAL and APPROVED ROW FOOTPRINT prepared by HCRMA Design Engineers. (See Attachment C.4 – Detailed Scope of Services for Boundary Survey). • Any other information or data completed on the project to this point, i.e., final approved schematic, Planimetric Map of Project in MicroStation compatible format, Horizontal and Vertical projection, grid system and datum upon where the survey should be based and all other data the HCRMA has on hand.		
HCRMA	Halff Associates,Inc.	7.1.2	Deliver “Abstracts of Title” or “Title Reports” of Parent Tracts prepared by Title Co.		
HCRMA	Halff Associates,Inc.	7.1.3	Deliver HCRMA survey monument caps (if applicable)		
HCRMA	Halff Associates,Inc.	7.1.4	Review of the HCRMA Survey Manuel and Right of Way requirements and discuss… • Parcel creation and numbering Requirements. The methodology of numbering ROW parcels must be correct and consistent to avoid problems in the appraisal process or with record maintenance through the ROW information system. Communicate regularly with the HCRMA for uniformity of Parcel creation methodology. • ROW MAP Requirements. • Parcel Plats and Parcel Descriptions Requirements.		

7.2 Field Work Tasks.

To be provided by:					
	Halff Associates,Inc.	7.2.1	Monument the final project ROW lines… • Set a 5/8” diameter x 24” long rebar, capped with an “HCRMA ROW” aluminum disk along the ROW lines at all corners, angle points, and points of curvature and tangency.		
	Halff Associates,Inc.	7.2.2	Monument Parcel corners… • Set 5/8” diameter x 18” long rebar, capped with an “HCRMA ROW” aluminum disk along ROW lines • Set 1/2'' diameter x 18” long rebar, capped with an appropriate cap bearing identification of the sub consultant Surveyor on interior corners (corners inside the taking)		
	Halff Associates,Inc.	7.2.3	Verify that all planimetric features of existing topo and planimetrics within the staked parcel are current. • Exercise special care in observing both structure and aerial encroachments such as overhead electric and telephone lines with cross-arms.		

7.3 Office Work / Delivery Preparation Tasks

To be provided by:				

	Halff Associates,Inc.	7.3.1	Analyze, define and create final Parcels and Parcel numbering plan. • See Parcel creation definition above.
	Halff Associates,Inc.	7.3.2	Update existing Planimetric map with any new or missing features or encroachments.
	Halff Associates,Inc.	7.3.3	Prepare and Create ROW MAP including… • Title Sheet • Parcel Index Sheet • Control Sheet ○ (BMs set as per Attachment C.8 – Detailed scope of Service for Construction Staking will be the control on this sheet) • Plan Sheets
	Halff Associates,Inc.	7.3.4	Prepare and create PARCEL PLATS and DESCRIPTIONS Prepare survey plats and metes and bounds descriptions as per HCRMA requirements for each Acquisition Parcel.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

8.0 Construction Control and Staking

Construction Control is indented for use by the contractor that will build the HCRMA facility. It will give the contractor a basis, or control to layout and construct the facility as per final design and construction plans. Construction Control is a series of "Benchmarks" established and setup no more than 1000 feet apart and in a "line of sight" pattern along and 1' inside one of the ROW lines. The purpose is mainly to enable the contractor to use conventional theodolite/robotic and leveling instrumentation where an occupied and backsight point is needed. Another use for secondary control can be for GPS RTK Rover and machine control checks initialization and calibration. The datum and values of secondary control will be derived from the Valley VRS Network.

Limits for this service:

To Be Determined by Future Work Authorization

8.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
HCRMA	Halff Associates,Inc.	8.1.1	Contact and Coordinate with HCRMA… • Intended use of survey, Timing of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc.		
		8.1.2	N/A		
		8.1.3	N/A		

8.2 Field Work Tasks.

To be provided by:					
	Halff Associates,Inc.	8.2.1	Set and establish Benchmarks along and 1' inside one of the project's ROW line at no more than 1000' intervals. • Set benchmarks by digging 8" diameter x 18" deep post hole… insert a 5/8" by 24" long iron rod in middle of hole… install HCRMA benchmark cap on rod… fill hole around rod with "Quikrete" cement. Mark with 4 foot wooden guard lathe marked with PGL station number.		
	Halff Associates,Inc.	8.2.2	Survey each benchmark using GPS RTK "Control Observation" procedures for horizontal value.		
	Halff Associates,Inc.	8.2.3	Survey each bench mark using 3-wire leveling procedures for vertical value.		
	Halff Associates,Inc.	8.2.4	Stake PGL, or under mitigating circumstances, stake offset baseline at all Deflection PI's, PC's, PT's and 1000' (EVEN STATION) POT's. • Stake PGL point using 1/2" x 18" long iron rod, (do not cap) and 4 foot wooden guard lathe marked with station number. • Stake PGL using GPS RTK "Stakeout" procedures for horizontal value. Do not assign vertical value to PGL points. These points are for horizontal use only.		

8.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	Halff Associates,Inc.	8.3.1	Prepare and create the Control Sheets to be included in the final ROW MAP. • Control Sheets will contain a detail for each Benchmark established along the ROW line. Each detail will show a location sketch and all data related to the Benchmark. Station, Offset and Elevation values will be highlighted and pronounced as this will be the values most important to construction.		
		8.3.2	N/A		
		8.3.3	N/A		

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

9.0 Right of Entry Acquisition

As with any survey, permission to enter property must be obtained and arrangements must be made with property owners, tenants, or agents responsible for the property. Letters of Entry must be obtained before the surveyor is allowed to perform any surveying activities on the project.

Limits for this service:

To Be Determined by Future Work Authorization

9.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:						
	Halff Associates,Inc.	9.1.1	Identify properties along, adjacent and crossing project that may require entry and obtain ownership and address information.			
	Halff Associates,Inc.	9.1.2	Coordinate with HCRMA Program Management as to a) form and content of letter… b) extent of permissions to request… c) general procedures to be followed and HCRMA requirements.			
	Halff Associates,Inc.	9.1.3	N/A			

9.2 Field Work Tasks.

To be provided by:						
	Halff Associates,Inc.	9.2.1	If contact with property owner through mail-out attempts fail, attempt personal visit to property owner.			
	Halff Associates,Inc.	9.2.2	N/A			
	Halff Associates,Inc.	9.2.3	N/A			

9.3 Office Work / Delivery Preparation Tasks

To be provided by:						
HCRMA	Halff Associates,Inc.	9.3.1	Prepare and address ROE letters and mail out via registered mail.			
HCRMA	Halff Associates,Inc.	9.3.2	Receive ROE letters from property owners and track responses on prescribed spreadsheet. (Permitted, not permitted, non respondents and etc.)			
	Halff Associates,Inc.	9.3.3	Prepare and submit Tax Parcel Map showing a graphical ownership ROE status report.			

ATTACHMENT D

WORK AUTHORIZATION

ATTACHMENT D-1

WORK AUTHORIZATION NO. ____
AGREEMENT FOR SURVEYING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Surveying Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Bain Medina Bain, Inc. (the Surveyor).

PART I. The Surveyor will perform surveying services generally described as in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the Authority and the Surveyor as well as the work schedule are further detailed in Exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is $_____ and the method of payment is _____as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Surveyor's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

PART III. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with Articles III thru V of the Agreement, and Attachment A, Section 1.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on _____, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under "Article V of that certain Professional Services Agreement for Surveying Services for INTERNATIONAL BRIDGE TRADE CORRIDOR (IBTC) Segment 0010 project from the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

Exhibit A	Services to be provided by the Authority
Exhibit B	Services to be provided by the Surveyor
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget
Exhibit H-2	Subprovider Monitoring System Commitment Agreement

ATTACHMENT D-2

SUPPLEMENTAL WORK AUTHORIZATION NO. ____
TO WORK AUTHORIZATION NO. ____
AGREEMENT FOR SURVEYING SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Surveying Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Bain Medina Bain, Inc. (the Surveyor).

The following terms and conditions of Work Authorization No. ____ are hereby amended as follows:

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. ____ not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	**(Date)**

ATTACHMENT E

FEE SCHEDULE

ATTACHMENT E-1
Final Cost Proposal Form

This attachment provides the basis of payment and fee schedule**. The basis of payment for this Work Authorization is indicated by an "X" in the applicable box.** The basis shall be supported by the Final Cost Proposal (FCP) shown below and should identify maximum amount payable and basis of payment. If more than one basis of payment is used, each one must be supported by a separate FCP. The basis of payment will be determined by Work Authorization and may be by any of the methods listed below.

"X"	**Basis**	
X	Lump Sum	The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and fixed fee. The Surveyor shall be paid pro rata based on the percentage of work completed. For payment the Surveyor is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost.
____	Unit Cost	The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and fixed fee. The Surveyor shall be paid based on the type and number of units fully completed and the respective unit cost. For payment, the Surveyor is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown.
____	Specified Rate Basis	The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. Payment shall be based on the actual hours worked multiplied by the specified rate for each type of labor plus other agreed to special direct cost items. The specified rate includes direct labor and indirect cost and fixed fee. The Authority may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit.
____	Cost Plus Fixed Fee	Payment shall be based on direct and indirect costs incurred plus a pro rata share of the fixed fee based on the ratio of labor and overhead cost incurred to total estimated labor and overhead cost in the FCP or the percentage of work completed. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Surveyor may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, provisional overhead rate and the fixed fee. __A. Actual Cost Plus Fixed Fee - Actual wages are paid (no minimum, no maximum. __B. Range of Cost Plus Fixed Fee – Actual wages must be within the allowable range shown on the Final Cost Proposal.

A. **REFER TO ATTACHMENT E-2 FOR HOURLY SPECIFIED / LUMP SUM RATE SCHEDULE FOR EACH FIRM**

ATTACHMENT E - 2
RATE SHEETS

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

PRIME OR SUBPROVIDER NAME: **HALFF ASSOCIATES**

Direct Labor	Negotiated	Contract Rate			
Labor/Staff Classification	Hourly Base Rate	FY 14/15			
Principal / Sr. Manager / Senior Survey Manager		$200.00			
Project Surveyor (RPLS)		$150.00			
Senior Survey Tech / SIT		$105.00			
Survey Technician		$75.00			
CADD Operator		$65.00			
Clerical / Admin.		$50.00			
Abstractor		$65.00			
1-Person Survey Crew		$80.00			
2-Person Survey Crew		$130.00			
3-Person Survey Crew		$168.00			
4-Person Survey Crew		$198.00			

Negotiated Overhead Rate: N/A
Negotiated Profit Rate: N/A

Contract Rates include labor, overhead, and profit.
All rates are negotiated rates and are not subject to change or adjustment.
For Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours required. Rates billed should correspond to the fiscal or calendar year, if applicable, in which the hours were worked. If rates by year are included, the rates for the last year shown apply to all later years. If only one set of rates is included, with no year designation, the rates shown apply to all later years.
For Lump Sum Payment Basis - Physical percent complete to be billed. Documentation of hours not required.
Any staffing or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work

NOTES:
1.) In all future Work Authorizations after Work Authorization No.1; the Administrative Assistant cost will be absorbed in the overall multiplier; unless specific task are approved by the Authority allowing the Administrative Assistant's time to be allotted for task outside the overall multiplier.
2.) Engineer and Board will review rates after the year 2013 to determine if any rates need to be escalated for inflation which if required will not exceed 2% per annum. If agreed that rates need to be modified; then all rate changes will be modified by Work Authorization and will require Board approval.
3.) The Engineer's policy is to prepare its overhead schedules which supports the statement of Direct Labor; Fringe Benefits and General Overhead, on the basis of accounting prescribed by the Federal Acquisition Regulations (FAR); Title 48, Parts 31.105 and 31.2. The General Overhead Item consists of indirect labor which is labor not directly charged to a specific task on an individual project; federal income tax; insurance; allowable bad debt expense; depreciation and amortization; building services;

OTHER DIRECT EXPENSES		
Type	**Unit**	**Cost**
Mileage	mile	$ 0.56
Photocopies	sheet	$ 0.10
Blueline/Blackline Prints	sheet	$ 2.00
Deed/Copies	sheet	$ 1.00
Certified Deed Copies	sheet	$ 2.00
Mylar (11x17)	sheet	$ 3.00
Mylar (22x34)	sheet	$ 6.00

Halff Associates, Inc.
Survey Services for the HCRMA

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)

Schedule Duration: June 18, 2014 to August 1, 2014

SH 365 Surveying Services

LIMITS: From the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493 (As-Assigned by the HCRMA)

SURVEY SERVICES DESCRIPTION	Principal / Sr. Manager / Senior survey Manager	Project Surveyor (RPLS)	Senior Survey Tech / SIT	Survey Technician	CADD Operator	Clerical / Admin.	Abstractor	1-Person Survey Crew	2-Person Survey Crew	3-Person Survey Crew	4-Person Survey Crew	Total Labor Hrs.	Remarks	Task Cost
Coordination, Admin, Research and Abstracting						22	10					32		$ 1,750.00
Field Work		14	10						100			124		$ 16,150.00
Office Work / Delivery Preparation	12	20	58	36	134							260		$ 22,900.00
Subtotal	**12**	**34**	**68**	**36**	**134**	**22**	**10**	**0**	**100**	**0**	**0**	**416**		**$ 40,800.00**
Total Manhours by Classification	**12**	**34**	**68**	**36**	**134**	**22**	**10**	**0**	**100**			**416**		
Contract Hourly Rate by Classification	$ 200.00	$ 150.00	$ 105.00	$ 75.00	$ 65.00	$ 50.00	$ 65.00	$ 80.00	$ 130.00	$ 168.00	$ 198.00			
Total Fee by Classification	$ 2,400.00	$ 5,100.00	$ 7,140.00	$ 2,700.00	$ 8,710.00	$ 1,100.00	$ 650.00	$ -	$ 13,000.00			$ 40,800.00		
% Utilization by Over 6 months	**1.16%**	**3.28%**	**6.55%**	**3.47%**	**12.91%**	**2.12%**	**0.96%**	**0.00%**	**9.63%**				**CHECK (MHRs): 416**	
% of Total Labor Hours	**2.88%**	**8.17%**	**16.35%**	**8.65%**	**32.21%**	**5.29%**	**2.40%**	**0.00%**	**24.04%**			**100.00%**	**CHECK (LABOR): $ 40,800.00**	
% of Total Labor Cost	**5.88%**	**12.50%**	**17.50%**	**6.62%**	**21.35%**	**2.70%**	**1.59%**	**0.00%**	**31.86%**			**100.00%**		
TOTAL DIRECT LABOR COST														**$ 40,800.00**

DIRECT EXPENSES	Rate	Unit	Amount	Total									
Mileage	$ 0.56	Mile	0	$ -									$ -
Photocopies	$ 0.10	Sheet	0	$ -									$ -
Blueline/Blackline Prints	$ 2.00	Sheet	0	$ -									$ -
Deed/Copies	$ 1.00	Sheet	0	$ -									$ -
Certified Deed Copies	$ 2.00	Sheet	0	$ -									$ -
Mylar (11x17)	$ 3.00	Sheet	0	$ -									$ -
Mylar (22x34)	$ 6.00	Sheet	0	$ -									$ -
TOTAL DIRECT EXPENSES				$ -									**$ -**

SPECIAL SERVICES FEE (SUBCONSULTANTS)		DBE Participation 0.00%
Name	**Task(s) Summary**	
TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS)		**$ -**
GRAND TOTAL		**$ 40,800.00**

ATTACHMENT F

WORK SCHEDULE

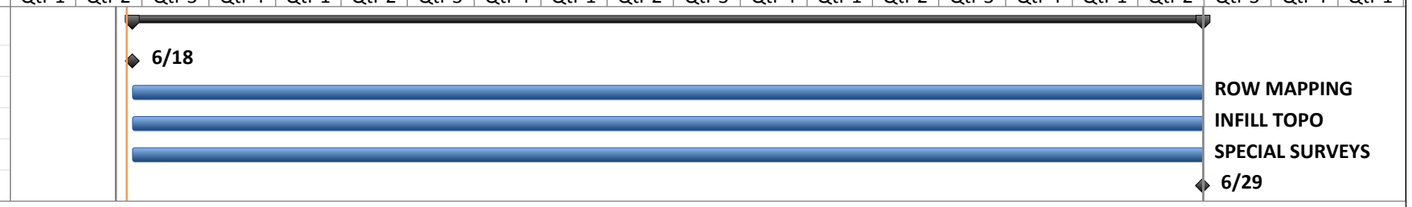
IBTC SURVEY SERVICES

FROM THE INTERCHANGE WITH SH365 TO I-2

AND FROM THE VALLEY VIEW INTERCHANGE TO FM 493

ATTACHMENT F WORK SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**IBTC SURVEY CONTRACT**	**1053 days**	**Wed 6/18/14**	**Fri 6/29/18**
2	CONTRACT EXECUTED	0 days	Wed 6/18/14	Wed 6/18/14
3	ROW MAPPING	1053 days	Wed 6/18/14	Fri 6/29/18
4	INFILL TOPO	1053 days	Wed 6/18/14	Fri 6/29/18
5	SPECIAL SURVEYS	1053 days	Wed 6/18/14	Fri 6/29/18
6	CONTRACT COMPLETE	0 days	Fri 6/29/18	Fri 6/29/18



Project: IBTC Survey Schedule
Date: Tue 6/10/14

Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline			
Split	External Tasks	Inactive Summary	Manual Summary	Progress			
Milestone	External Milestone	Manual Task	Start-only				
Summary	Inactive Task	Duration-only	Finish-only				

ATTACHMENT G

Contract Deliverables/Computer Graphics Files for Document and Information Exchange
(if determined by the Authority to be applicable to this Agreement)

ATTACHMENT G

Contract Deliverables/Computer Graphics Files for Document and Information Exchange
(if determined by the Authority to be applicable to this Agreement)

G.1 Project Deliverables

A. Electronic File Deliverables

a. Electronic files shall be submitted to Authority in readable CDs/DVDs or an external hard drive, or alternatively, through a share site
   i. Formatting and document files shall comply with TxDOT manuals, unless the Surveyor and the Authority agree in writing to utilize a different format or document file type
   ii. CDs/DVDs shall be labeled to reflect:
      1. CSJ (if required)
      2. County
      3. Highway or Project
      4. Date of production
      5. Status of project (interim or final)
      6. Volume sequence (disc 1 of 3, for example)
   iii. The standard director for each CD/DVD shall be:
      1. CSJ_DIR Structure (XXXXXXX)
      2. ADVANCES PLANNING
      3. ENVIRONMENTAL
      4. PROJECT COORDINATION
         a. County
         b. Cities (by name)
         c. Financial
         d. MPO
      5. ROW
         a. Field notes
         b. Maps
         c. Plats
         d. Utility SUE
      6. SCHEMATIC
         a. Final
         b. Preliminary
      7. SURVEY
         a. Construction
         b. Design
      8. CONSTRUCTION
         a. CHG ORDERS
         b. P3-SCH
            i. Construction
            ii. Design
      9. PROCUREMENT
      10. CORRESPONDENCE
         a. ADVANCED PLANNING
         b. CONSTRUCTION

- c. DESIGN
- d. ENVIRONMENTAL
- e. ROW
    - i. Division
    - ii. Owners
    - iii. SUE

11. UTILITIES
    - a. Electric
    - b. Gas
    - c. Waste Water
        - i. Surveying Firm
    - d. Water
        - i. Surveying Firm
    - e. Telephone
    - f. Cable
    - g. TxDOT TMS
    - h. MPO
    - i. Sponsor Agency
12. DESIGN
    - a. Batch plot
    - b. Bridge
    - c. Drainage
    - d. Estimate
        - i. Preliminary
        - ii. Final
    - e. General
    - f. Geopak
    - g. Miscellaneous
    - h. Pavement Design
    - i. PS&E
    - j. REF Files
    - k. Roadway
        - i. Driveways
    - l. Standards
        - i. Bridge
        - ii. Drainage
        - iii. Illumination
        - iv. Electric
        - v. Pavement Markers
        - vi. Retaining Walls
        - vii. Roadway
        - viii. Signing
        - ix. SW3P
        - x. TCP
        - xi. TMS

xii. Traffic Signals
m. Summary
n. TCP
o. Traffic
p. Walls
13. DOCUMENTS
14. MSTN_File Structure
15. OLD FILES

b. Hard copies of maps and reports shall be submitted to the RMA in clean, readable versions with an electronic back up for Authority files

B. A "readme" file shall be created and placed under the "documents" subdirectory. The readme file will be composed of the minimum directory structure detailed above and modified to list particular files that are contained under the various subdirectories. This information will guide the end user to the location of particular files. In addition to the file information, the readme file should contain the general project information such as CSJ, limits of construction, and types of improvements.

C. Formatting
   a. All CADDSEALS placed on finished documents are to remain on that document and should not be removed.
   b. All design file standards are MicroStation drawing files (*.dgn).
   c. Where possible, *.dgn files should have a *pdf companion file.

G.2. PHASE II – Advanced Project Deliverables

Project electronic deliverables for the following types of surveying work will be established in the appropriate work authorization.

A. Geotechnical Deliverables
B. Schematic Deliverables
C. Field Surveying Deliverables
D. Right of Way Deliverables
E. PS&E Deliverables

ATTACHMENT H

DBE PARTICIPATION

ATTACHMENT H-MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN TXDOT AND HCRMA

ATTACHMENT H-MOU

MEMORANDUM OF UNDERSTANDING REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS ENTERPRISE PROGRAM BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

This Memorandum of Understanding is by and between the **TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT"),** an agency of the State of Texas; and the Hidalgo County Regional Mobility Authority, a mobility authority created under the provisions of Chapter 370, Texas Transportation Code (the "RMA").

Whereas, from time to time from the Authority receives federal funds from the Federal Highway Administration ("FHWA") through TxDOT to assist the Authority with the construction and design of projects partially or wholly funded through FHWA; and

Whereas, the Authority, as a sub-recipient of federal funds, is required by 49 CFR 26, to implement a program for disadvantaged business enterprises ("DBEs"), as defined by 49 CFR 26 ("DBE Program"); and

Whereas, TxDOT has implemented a DBE Program that is approved by the Federal Highway Administration (FHWA) pursuant to 49 CFR part 26; and

Whereas, as a condition of receiving federal funds from FHWA through TxDOT, certain aspects of the Authority's procurement of construction and design services are subject to review and/or concurrence by TxDOT; and

Whereas, the Authority and TxDOT undertake substantially similar roadway construction projects and design projects and construct and design their respective projects using substantially the same pool of contractors; and

Whereas, the Authority desires to implement a federally compliant DBE Program by adopting the TxDOT approved program, as recommended by FHWA; and

Whereas, TxDOT and the Authority find it appropriate to enter into this Memorandum of Understanding to memorialize the obligations, expectations and rights each has as related to the Authority's adoption of the TxDOT DBE Program to meet the federal requirements;

Now, therefore, TxDOT and the Authority, in consideration of the mutual promises, covenants and conditions made herein, agree to and acknowledge the following:

(1) TxDOT has developed a DBE Program and annually establishes a DBE goal for Texas that are federally approved and compliant with 49 CFR 26 and other applicable laws and regulations.

(2) The Authority anticipates being a sub-recipient of federal assistance for construction projects and design projects and, in accordance with 49 CFR § 26.21, must implement a federally approved DBE Program. The Authority receives its federal assistance through TxDOT. As a sub-recipient, the Authority has the option of developing its own program or adopting and operating under TxDOT's federally approved DBE Program. The FHWA recommends that sub-recipients, such as the Authority, adopt the DBE program, administered through TxDOT, and the Authority by its prescribed protocol adopted the TxDOT DBE Program on August 8, 2007.

(3) This Memorandum of Understanding evidences FHWA's and TxDOT's consent to the adoption of the TxDOT DBE Program by the Authority to achieve its DBE participation in federally assisted Construction

and Design Projects.

(4) The parties will work together in good faith to assure effective and efficient implementation of the DBE Program for the Authority and for TxDOT.

(5) the Authority and TxDOT have agreed upon the following delegation of responsibilities and obligations in the administration of the DBE Program adopted by the Authority:

(a) The Authority will be responsible for project monitoring and data reporting to TxDOT. The Authority will furnish to TxDOT any required DBE contractor compliance reports, documents or other information as may be required from time to time to comply with federal regulations. TxDOT will provide the necessary and appropriate reporting forms, if any, to the Authority.

(b) The Authority will recommend contract-specific DBE goals, if any, consistent with TxDOT's DBE guidelines and in consideration of the local market, project size, and nature of the good(s) or service(s) to be acquired. The Authority's recommendation may be that no DBE goals are set on any particular project or portion of a project or that proposed DBE goals be modified. The Authority and TxDOT will work together to achieve a mutually acceptable goal; however, TxDOT will retain final decision-making authority on those issues.

(c) TxDOT will cooperate with the Authority in an effort to meet the timing and other requirements of the Authority's projects.

(d) The Authority will be solely responsible for the solicitation and structuring of bids and bid documents to procure goods and services for its Construction and Design Projects and will be responsible for all costs and expenses incurred in its procurements.

(e) The DBEs eligible to participate on TxDOT construction projects or design projects also will be eligible to participate on the Authority's construction projects or design projects subject to the DBE Program, unless otherwise prohibited from bidding on a the Authority's project under applicable law or the Authority's procurement policy. The DBEs will be listed on TxDOT's website under the Texas Unified Certification Program (TUCP).

(f) The Authority will conduct investigations and provide reports with recommendations to TxDOT concerning any DBE Program compliance issues that may arise due to project specific requirements such as Good Faith Effort (GFE), Commercially Useful Function (CUF), etc. The Authority and TxDOT will work together to achieve a mutually acceptable goal; however, TxDOT will retain final decision-making authority on those issues and reserves the right to perform compliance reviews by TxDOT's Office of Civil Rights (OCR).

(g) The Authority will designate a liaison officer to coordinate efforts with TxDOT's DBE Program administrators and to respond to questions from the public and private sector regarding the Authority's administration of the DBE Program through TxDOT.

(h) The Authority will be responsible for providing TxDOT with DBE project awards and DBE Commitments, monthly DBE reports, DBE Final Reports, DBE shortfall reports, and annual and updated goal analysis and reports.

(i) TxDOT will be responsible for maintaining a directory of firms eligible to participate in the DBE Program, and providing business development and outreach programs. The Authority and TxDOT will work cooperatively to provide supportive services and outreach to DBE firms in the Hidalgo County area.

(j) The Authority will submit DBE semi-annual progress reports to TxDOT.

(k) The Authority will participate in TxDOT sponsored training classes to include topics on DBE Annual Goals, DBE Goal Setting for Construction Projects and Design Projects, DBE Contract Provisions, and DBE Contract Compliance, which may include issues such as DBE Commitments, DBE Substitution, and Final DBE Clearance. TxDOT will include DBE contractors performing work on the Authority projects in the DBE Education and Outreach Programs.

(6) In the event there is a disagreement between TxDOT and the Authority about the implementation of the TxDOT DBE Program by the Authority, the parties agree to meet within ten (10) days of receiving a written request from the other party of a desire to meet to resolve any disagreement. The parties will make good faith efforts to resolve any disagreement as efficiently as is reasonably possible in consultation with FHWA. Non-compliance by the Authority can result in restitution of federal funds to TxDOT and withholding of further federal funds upon consultation with FHWA.

(7) This Memorandum of Understanding becomes effective upon execution by all parties and automatically renews each year unless a party notifies the other parties of its intent to terminate the agreement.

(8) If this Memorandum of Understanding is terminated for any reason, the Authority will be allowed reasonable time in which to seek approval from FHWA for an alternative DBE Program, without being deemed non-compliant with 49 CFR Part 26.

(9) This Memorandum of Understanding applies only to projects for which the Authority is a sub-recipient of federal funds through TxDOT. The Authority may also implement a Minority and Women-Owned Small Business Enterprise (M/W/SBE) policy and program that applies to projects for which it is not a sub-recipient of federal funds through TxDOT and which are not subject to the TxDOT DBE Program. The Authority may, at its option, use some aspects of the TxDOT DBE Program and other similar programs in implementing its other policies and programs for its non-federally funded projects.

(10) The following attachments to this Memorandum of Understanding ("MOU") are incorporated as if fully set out herein for all purposes: Attachment A - FHWA Memorandum HCR-1/HIF-1 (relating to access required by the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973); Attachment B - SPECIAL PROVISION 000-461; Attachment C - Comprehensive Development Agreement (CDA) DBE Provisions (with TxDOT's DBE Program attached); and Attachment D - 49 CFR §26.13 (contractual assurances). In the case of any conflict between the SPECIAL PROVISION and CDA DBE Provisions and TxDOT's DBE Program, the provisions of the first two documents shall prevail in regard to CDAs only.

(11) The following procedure shall be observed by the parties in regard to any notifications:

(a) Any notice required or permitted to be given under this Memorandum of Understanding shall be in writing and may be effected by personal delivery, by hand delivery through a courier or a delivery service, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party, at the following address:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY:

Dennis Burleson
Chairman
c/o LRGVDC
311 N. 15th Street

McAllen, Texas 78501-4705

With a copy to:

Blakely L. Fernandez
Tuggey Rosenthal Pauerstein Sandoloski Agather LLP
755 E. Mulberry, Ste. 200
San Antonio, Texas 78212

TEXAS DEPARTMENT OF TRANSPORTATION

Amadeo Saenz, Jr. P.E.
Executive Director
125 E. 11th Street
Austin, Texas 78701

(b) Notice by personal delivery or hand delivery shall be deemed effective immediately upon delivery, provided notice is given as required by Paragraph (a) hereof. Notice by registered or certified mail shall be deemed effective three (3) days after deposit in a U.S. mailbox or U.S. Post Office, provided notice is given as required by Paragraph (a) hereof.

(c) Either party hereto may change its address by giving notice as provided herein.

(12) This Memorandum of Understanding may be modified or amended only by written instrument, signed by both the Authority and the TxDOT and dated subsequent to the date(s) of this MOU. Except as authorized by the respective parties, no official, employee, agent, or representative of the parties has any authority, either express or implied, to modify or amend this MOU.

(13) The provisions of this MOU are severable. If any clause, sentence, provision, paragraph, or article of this MOU, or the application of this MOU to any person or circumstance is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not impair, invalidate, nullify, or otherwise affect the remainder of this MOU, but the effect thereof shall be limited to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or unenforceable, and the application of such clause, sentence, provision, paragraph, or article to other persons or circumstances shall not be affected; provided, however, the Authority and TxDOT may mutually agree to terminate this Memorandum of Understanding.

(14) The following provisions apply in regard to construction of this MOU:

(a) Words of any gender in this MOU shall be construed to include the other, and words in either number shall be construed to include the other, unless the context in this MOU clearly requires otherwise.

(b) When any period of time is stated in this MOU, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday, or national holiday, or state or county holiday, these days shall be omitted from the computation. All hours stated in this MOU are stated in Central Standard Time or in Central Daylight Savings Time, as applicable.

(15) This Memorandum of Understanding shall not be construed in any way as a waiver by the parties of any immunities from suit or liability that parties may have by operation of law, and the parties hereby retain all of their respective affirmative defenses.

ATTACHMENT H-MOU (CONTINUED)

**MEMORANDUM OF UNDERSTANDING
REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS ENTERPRISE PROGRAM BY
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

EXECUTED by TxDOT and the Authority, acting through each duly authorized official and effective on the latest date signed.

The signatories below confirm that they have the authority to execute this MOU and bind their principles.

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Amadeo Saenz, Jr. P.E.
Executive Director

Date: 3/13/08

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Dennis Burleson
Chairman

Date: 2/13/2008

Attachment H-Instructions
As Per 49CFR 26.21

The following pages contain six (6) different Attachments to Attachment H covering participation of HUB and DBE providers and subproviders. The correct form to use is determined by whether the Agreement is funded in whole or part by federal funds State funds or Authority funds, and whether or not a HUB/DBE goal has been set for the Agreement. The following pages contain separate reporting forms for federally funded DBE participation and Authority funded HUB participation. **Select the forms that are appropriate for your Agreement and delete the rest along with these instructions from the final Agreement.**

Federally Funded Contracts
Attachment H-FG, Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts ♦ This provision is applicable to federally funded contracts with assigned DBE goals. ♦ The appropriate forms for this provision are Attachments H-1, H-2, H-3 and H-4 and H-5. A copy of each form is required in the contract. ♦ Note: if the contract requires work authorizations, a completed Attachment H-2 will be required with each Work Authorization, if a DBE will be performing work. If a non-DBE subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form. ♦ Attachment H-3 must be submitted monthly to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ Attachment H-3 must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-FN, Disadvantaged Business Enterprise (DBE) for Race Neutral Professional or Technical Services Contracts ♦ This provision is applicable to federally funded contracts with no DBE goal assigned. ♦ If no subcontractors will be used, the appropriate forms for this provision are Attachments H-3 and H-5. A copy of each form is required in the contract. ♦ Note: If subcontractors are used, the required forms would be Attachments H-1, H-2, H-3, H-4 and H-5. A copy of each form is required in the contract. ♦ Attachment H-3 must be submitted monthly to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ Attachment H-3 must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-3, Texas Department of Transportation Subprovider Monitoring System for Federally Funded Contracts. This is a Monthly Progress Assessment Report. ♦ Required for all federally funded contracts. ♦ This form is required monthly and must be submitted to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ This form must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-5, Federal Subprovider and Supplier Information Required for all federally funded contracts.

State Funded Contracts

Attachment H-SG, Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts, State of Texas HUB Subcontracting Plan Required

- This provision is applicable to state funded contracts with a HUB goal assigned.
- The appropriate reporting forms for this provision are Attachments H-1, H-2, H-4, and H-6 (Texas Building and Procurement Commission [TBPC] State of Texas HUB Subcontracting Plan (HSP), Prime Contractor Assessment Report). A copy of each form is required in the contract.
- Note: if the contract requires work authorizations, a completed Attachment H-2 will be required with each Work Authorization, if a HUB will be performing work. If a non-HUB subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form.
- Attachment H-6 will be required monthly and must be submitted to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report.
- Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

Attachment H-SN, Historically Underutilized Business (HUB) Participation for State Funded Professional or Technical Services Contracts, No State of Texas HUB Subcontracting Plan Required

- This provision is applicable to state funded contracts with no HUB subcontracting plan required and no HUB goal assigned. If no subcontractors are used, the appropriate forms for this provision are Attachments H-1 and H-6.
- Note: If subcontractors are used, the required forms would be Attachments H-1, H-2, H-4 and H-6. A copy of each form is required in the contract.
- Attachment H-6 must be submitted monthly to the AUTHORITY Office even though there is no invoice being submitted or subcontracting to report.
- Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

Attachment H-6, HUB Subcontracting Plan (HSP) Prime Contractor Professional Assessment Report. This is a Monthly Progress Assessment Report. This is a Texas Building and Procurement Commission (TBPC) form and cannot be altered.

- Required for all State funded contracts.
- Attachment H-6 is required monthly and should be submitted to the AUTHORITY Office. This is a requirement even though there is no invoice being submitted or subcontracting to report.
- A copy of Attachment H-6 must be submitted when supplying an invoice to the appropriate agency contact for payment.
- The "Object Code" section(s) on this form should remain blank.

ATTACHMENT H-FG
Disadvantaged Business Enterprise (DBE)
for Federal-Aid Professional or Technical Services Contracts

1) **PURPOSE.** The purpose of this attachment is to carry out the Authority and the U.S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of the AUTHORITY and DOT assisted contracts and creating a level playing field on which firms owned and controlled by minority or socially and economically disadvantaged individuals can compete fairly for the AUTHORITY and DOT assisted contracts.
2) **POLICY.** It is the policy of the AUTHORITY and DOT and the Texas Department of Transportation (henceforth the "Department") that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, Subpart A and the Department's Disadvantaged Business Enterprise Program, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, and the Department's Disadvantaged Business Enterprise Program, apply to this contract as follows.
   a. The Provider will offer Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, Subpart A and the Authority/Department Disadvantaged Business Enterprise Program, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Provider shall make a good faith effort to meet the Disadvantaged Business Enterprise goal for this contract.
   b. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. The requirements of this Special Provision shall be physically included in any subcontract.
   c. When submitting the contract for execution by the Authority, the Provider must complete and furnish Attachment H-1 which lists the commitments made to certified DBE subprovider(s) that are to meet the contract goal and Attachment H-2 which is a commitment agreement(s) containing the original signatures of the Provider and the proposed DBE(s). For Work Authorization Contracts, Attachment H-1 is required at the time of submitting the contract for execution by the Authority/Department. Attachment H-2 will be required to be completed and attached with each work authorization number that is submitted for execution, if the DBE will be performing work**.** Any substitutions or changes to the DBE subcontract amount shall be subject to prior written approval by the Authority/Department. If non-DBE subprovider is performing work, insert N/A (not applicable) on the line provided.
   d. Failure to carry out the requirements set forth above shall constitute a material breach of this contract and may result; in termination of the contract by the Authority/Department; in a deduction of the amount of DBE goal not accomplished by DBEs from the money due or to become due to the Provider, not as a penalty but as liquidated damages to the Authority/Department; or such other remedy or remedies as the Authority/Department deems appropriate.
3) **DEFINITIONS.**
   a. "Authority/Department" means Hidalgo County Regional Mobility Authority (HCRMA) and the Texas Department of Transportation (TxDOT).
   b. "Federal-Aid Contract" is any contract between the Texas Department of Transportation and a Provider which is paid for in whole or in part with U. S. Department of Transportation (DOT) financial assistance.
   c. "Provider" is any individual or company that provides professional or technical services.
   d. "DBE Joint Venture" means an association a DBE firm and one (1) or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work

of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest.

e. "Disadvantaged Business Enterprise (DBE)" means a firm certified as such by the Authority/Department in accordance with 49 CFR Part 26.

f. "Good Faith Effort" means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

g. "Race-neutral DBE Participation" means any participation by a DBE through customary competitive procurement procedures.

4) **PERCENTAGE GOAL.** The goal for Disadvantaged Business Enterprise (DBE) participation in the work to be performed under this Agreement is **0.0%** of the Agreement amount.

5) **PROVIDER'S RESPONSIBILITIES.** A DBE prime may receive credit toward the DBE goal for work performed by his-her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported to the Authority/Department.

a. A Provider who cannot meet the contract goal, in whole or in part, shall document the "Good Faith Efforts" taken to obtain DBE participation. The following is a list of the types of actions that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

(1) Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.

(2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Provider might otherwise prefer to perform the work items with its own forces.

(3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) Negotiating in good faith with interested DBEs by making a portion of the work available to DBE subproviders and suppliers and selecting those portions of the work or material needs consistent with the available DBE subproviders and suppliers.

(5) The ability or desire of the Provider to perform the work of a contract with its own organization does not relieve the Provider's responsibility to make a good faith effort. Additional costs involved in finding and using DBEs is not in itself sufficient reason for a Provider's failure to meet the contract DBE goal, as long as such costs are reasonable. Providers are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.

(7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Provider.

(8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

(9) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, County, State and Federal minority/women business

assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

(10) If the Authority/Department's Director of the Business Opportunity Programs Office determines that the Provider has failed to meet the good faith effort requirements, the Provider will be given an opportunity for reconsideration by the Director of the appropriate Division.

NOTE: The Provider must not cause or allow subproviders to bid their services.

b. The preceding information shall be submitted directly to the Chair of the Hidalgo County Regional Mobility Authority (Authority) responsible for the project.

c. The Provider shall make all reasonable efforts to honor commitments to DBE subproviders named in the commitment submitted under Section 2.c. of this attachment. Where the Provider terminates or removes a DBE subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Authority/Department that the originally designated DBE was not able or willing to perform.

d. The Provider shall make a good faith effort to replace a DBE subprovider that is unable or unwilling to perform successfully with another DBE, to the extent needed to meet the contract goal. The Provider shall submit a completed Attachment H-2 Form for the substitute firm(s). Any substitution of DBEs shall be subject to prior written approval by the Authority /Department. The Authority /Department may request a statement from the firm being replaced concerning its replacement prior to approving the substitution.

e. The Provider shall designate a DBE liaison officer who will administer the DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.

f. Providers are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

6) **ELIGIBILITY OF DBEs.**

a. The Authority/Department certifies the eligibility of DBEs, DBE joint ventures and DBE truck-owner operators to perform DBE subcontract work on DOT financially assisted contracts.

b. This certification will be accomplished through the use of the appropriate certification schedule contained in this Authority/Department's DBE program.

c. The Authority/Department publishes a Directory of Disadvantaged Business Enterprises containing the names of firms that have been certified to be eligible to participate as DBEs on DOT financially assisted contracts. The directory is available from the Authority's/Department's Business Opportunity Programs Office. The Texas Unified Certification Program DBE Directory can be found on the Internet at: http://www.dot.state.tx.us/services/business_opportunity_programs/tucp_dbe_directory.htm .

d. Only DBE firms certified at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. and 5.d. above. For purposes of the DBE goal on this contract, DBEs will only be allowed to perform work in the categories of work for which they were certified.

7) **DETERMINATION OF DBE PARTICIPATION.**

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subprovider is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract in order for payments to be credited toward meeting the contract goal. A DBE performs a commercially useful function when it is responsible for executing the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself . When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider may count toward its DBE goal a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Authority/Department's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority/Department.

8) **RECORDS AND REPORTS.**
   a. After submission of the initial commitment reported (Attachment H-1), required by Section 2.c. of this attachment, the Provider shall submit Monthly Progress Assessment Reports (Attachment H-3), after contract work begins, on DBE involvement to meet the goal and for race-neutral participation. One copy of each report is to be sent to the Authority/Department's Business Opportunity Programs Office monthly, in addition one copy is to be submitted with the Provider's invoice. **Only actual payments made to subproviders are to be reported.** These reports will be required until all subprovider activity is completed. The Authority/Department may verify the amounts being reported as paid to DBEs by requesting copies of canceled checks paid to DBEs on a random basis.
   b. DBE subproviders should be identified on the report by name, type of work being performed, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount. These reports will be due within fifteen (15) days after the end of a calendar month. Reports are required even when no DBE activity has occurred in a billing period.
   c. All such records must be retained for a period of four (4) years following final payment or until any investigation, audit, examination, or other review undertaken during the four (4) years is completed, and shall be available at reasonable times and places for inspection by authorized representatives of the Authority or Texas Department of Transportation or the DOT.
   d. Prior to receiving final payment, the Provider shall submit a Final Report (Attachment H-4), detailing the DBE payments. The Final Report is to be sent to the Authority/Department's Business Opportunity Programs Office and one (1) copy to be submitted with the Provider's final invoice. If the DBE goal requirement is not met, documentation of the good faith efforts made to meet the goal must be submitted with the Final Report.
9) **COMPLIANCE OF PROVIDER.** To ensure that DBE requirements of this DOT-assisted contract are complied with, the Authority/Department will monitor the Provider's efforts to involve DBEs during the performance of this contract. This will be accomplished by a review of Monthly Progress Assessment Reports (Attachment H-3), submitted to the Authority/Department's Business Opportunity Programs Office

by the Provider indicating his progress in achieving the DBE contract goal, and by compliance reviews conducted by the Authority/Department. The Monthly Progress Assessment Report (Attachment H-3) must be submitted at a minimum monthly to the Business Opportunity Programs Office, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the DBE goal based on actual payments to the DBE subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice. The Provider shall contact the Authority/Department if he/she withholds or reduces payment to any DBE subprovider.

(1) A DBE firm is paid but does not assume contractual responsibility for performing the service;
(2) A DBE firm does not perform a commercially useful function;
(3) Payment is made to a DBE that cannot be linked by an invoice or canceled check to the contract under which credit is claimed;
(4) Payment is made to a broker or a firm with a brokering-type operation;
(5) Partial credit is allowed, in the amount of the fee or commission provided the fee or commission does not exceed that customarily allowed for similar services, for a bona fide service, such as professional, technical, consultant, or managerial services, and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract.

A Provider's failure to comply with the requirements of this Special Provision shall constitute a material breach of this contract. In such a case, the Authority/Department reserves the right to terminate the contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Provider, not as a penalty but as liquidated damages to the Authority/Department; or such other remedy or remedies as the Authority/Department deems appropriate.

12/06
DBE-FED.ATT

ATTACHMENT H-FN

Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts

It is the policy of the U. S. Department of Transportation (DOT) that DBEs as defined in 49 CFR Part 26, Subpart A, be given the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds and that a maximum feasible portion of the Department's overall DBE goal be met using race-neutral means. Consequently, if there is no DBE goal, the DBE requirements of 49 CFR Part 26, apply to this contract as follows:

The Provider will offer DBEs as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with federal funds. Race-Neutral DBE participation on projects with no DBE goal should be reported on the Attachment H-3 Form. Payments to DBEs reported on Attachment H-3 are subject to the following requirements:

DETERMINATION OF DBE PARTICIPATION.

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces must be reported as race-neutral DBE participation. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work should not be reported unless the subcontractor is itself a DBE.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider must report a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Authority's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority.

The Provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a material breach of this contract and, may result in termination of the contract by the Authority/Department or other such remedy as the Authority/Department deems appropriate.

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ATTACHMENT H-SG (NOT APPLICABLE)

Historically Underutilized Business
for State Funded Professional or Technical Services Contracts
HUB Goal Assigned-State of Texas Subcontracting Plan Required

1) **POLICY.** It is the policy of the Authority/Department to ensure that HUBs shall have an equal opportunity to participate in the performance of contracts; to create a level playing field on which HUBs can compete fairly for contracts and subcontracts; to ensure nondiscrimination on the basis of race, color, national origin, or gender in the award and administration of contracts; to help remove barriers to the participation of HUBs in department contracts; and, to assist in the development of firms that can compete successfully in the market place outside the HUB program. Consequently, the HUB requirements of the Authority/Department's HUB Program apply to this contract as follows:
   (1) The Provider agrees to insure that they shall take all necessary and reasonable steps to meet the HUB goal for this contract.
      a. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.
      b. When submitting the contract for execution by the Authority, the Provider must complete and furnish Attachment H-1 which lists the commitments made to all subproviders, including certified HUB subprovider(s) that are to meet the contract goal, and Attachment H-2 which is a commitment agreement(s) containing the original signatures of the Provider and HUB(s) that were indicated in the original submitted Authority/State of Texas HUB Subcontracting Plan (HSP) in Section 8. For Work Authorization Contracts, Attachment H-1 is required at the time of submitting the contract for execution by the Department. Attachment H-2 will be required to be completed and attach with each work authorization number that is submitted for execution, if the HUB will be performing work. If non-HUB subprovider is performing work, insert N/A (not applicable) on the line provided. A prime must allow a HUB maximum opportunity to perform the work by not creating unnecessary barriers or artificial requirements for the purpose of hindering a HUB's performance under the contract. Any substitutions or changes to the HSP, in addition to any changes to the original contract award, shall be subject to prior written approval by the Department. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.
      c. Failure to carry out the requirements set forth above shall constitute a breach of contract and may result in a letter of reprimand; in termination of the contract by the Authority; in a deduction from money due or to become due to the Provider, not as a penalty but as damages to the Department's HUB Program; or such other remedy or remedies as the Department deems appropriate.
2) **DEFINITIONS.**
   g. "Authority/Department" means Hidalgo County Regional Mobility Authority (HCRMA) and the Texas Department of Transportation (TxDOT).
   a. "Agreement" is the agreement between the Authority and a Provider.
   b. "Provider" is any individual or company that provides professional or technical services.
   c. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit which combines their property, capital, efforts, skills and knowledge.
   d. "Historically Underutilized Business (HUB)" means any business so certified by the Texas Building and Procurement Commission.
3) **PERCENTAGE GOAL.** The goal for Historically Underutilized Business (HUB) participation in the work to be performed under this contract is **0.0 %** of the contract amount.

4) **PROVIDER'S RESPONSIBILITIES.** A Provider (HUB or non-HUB) must perform a minimum of 30% of the contract with its employees (as defined by the Internal Revenue Service). The contract is subject to the HSP Good Faith Effort Requirements.
   a. A Provider who cannot meet the contract goal, in whole or in part, should have documented any of the following and other efforts made as a "Good Faith Effort" to obtain HUB participation.
      (1) Whether the prime advertised in general circulation, trade association, and/or minority/women focus media concerning subcontracting opportunities.
      (2) Whether the prime provided written notice to at least three (3) qualified HUBs allowing sufficient time for HUBs to participate effectively.
      (3) Whether the prime documented reasons for rejection or met with the rejected HUB to discuss the rejection.
      (4) Whether the prime provided qualified HUBs with adequate information about bonding, insurance, the plans, the specifications, scope of work and requirements of the contract.
      (5) Whether the prime negotiated in good faith with qualified HUBs, not rejecting qualified HUBs who are also the lowest responsive bidder.
      (6) Whether the prime used the services of available minority and women community organizations, contractor's groups, local, state, and federal business assistance offices, and other organizations that provide support services to HUBs.

NOTE: The Provider must not cause or allow subproviders to bid their services.

   b. The preceding information shall be submitted directly to the Chair of the Authority responsible for the contract.
   c. The Provider shall make all reasonable efforts to honor commitments to HUB subproviders named in the original HSP in Section 8. Where the Provider terminates or removes a HUB subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Authority/Department that the originally designated HUB was not able or willing to perform. The term "unable" includes, but is not limited to, a firm that does not have the resources and expertise to finish the work and/or a firm that substantially increases the time to complete the project.
   d. The Provider shall make all reasonable efforts to replace a HUB subprovider that is unable or unwilling to perform successfully with another HUB and must meet the HSP Good Faith Effort Requirements. Any substitution of HUBs shall be subject to prior written approval by the Authority. The Authority will request a statement from the firm being replaced concerning its replacement prior to approving the substitution. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.
   e. The Provider shall designate a HUB liaison officer who will administer the Provider's HUB program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with HUBs.

5) **ELIGIBILITY OF HUBs.**
   a. The Texas Building and Procurement Commission (TBPC) certifies the eligibility of HUBs.
   b. The TBPC maintains a directory of certified HUBs. The HUB Directory is available through the TxDOT Department's Business Opportunity Programs Office and through the Internet at the TBPC's Website (http://www2.tbpc.state.tx.us/cmbl/hubonly.html).
   c. Only HUB firms certified and identified in specific categories and classes at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. above.
   d. If during the course of the contract it becomes necessary to substitute another HUB firm for a firm named in the information submitted by the Provider as required by Section 2.c. above, then only certified HUBs will be considered eligible as a substituted firm. The Provider's written request for

substitutions of HUB subproviders shall be accompanied by a detailed explanation, which should substantiate the need for a substitution. The Authority/Department will verify the explanation with the HUB firm being replaced before giving approval of the substitution. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.

e. The 73rd Legislature passed Texas Civil Statutes, Article 601i, relative to contracts between governmental entities and certain disadvantaged businesses. The Statute provides for civil penalties for persons who falsely claim disadvantaged business status and for the general contractor who knowingly contracts with a person claiming to be a disadvantaged business.

6) **DETERMINATION OF HUB PARTICIPATION.**

A firm must be an eligible HUB and perform a professional or technical function relating to the project. Proof of payment, such as copies of canceled checks, properly identifying the Authority's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority/Department. A HUB subprovider, with prior written approval from the Authority/Department, may subcontract 70% of a contract as long as the HUB subprovider performs a commercially useful function. All subcontracts shall include the provisions required in the subcontract and shall be approved as to form, in writing, by the Authority/Department prior to work being performed under the subcontract. A HUB performs a commercially useful function when it is responsible for a distinct element of the work of a contract; and actually manages, supervises, and controls the materials, equipment, employees, and all other business obligations attendant to the satisfactory completion of contracted work. If the subcontractor uses an employee leasing firm for the purpose of providing salary and benefit administration, the employees must in all other respects be supervised and perform on the job as if they were employees of the subcontractor.

7) **COMPLIANCE OF PROVIDER.**

To ensure that HUB requirements of this contract are complied with, the Authority/Department will monitor the Provider's efforts to involve HUBs during the performance of this contract. This will be accomplished by a review of the monthly Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) submitted to the AUTHORITY Office by the Provider indicating his/her progress in achieving the HUB contract goal, and by compliance reviews conducted by the Authority/Department. The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) must be submitted at a minimum monthly to the Business Opportunity Programs Office, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the HUB goal based on actual payments to the HUB subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice.

(1) Payments to brokers or firms with a brokering type operation will be credited only for the amount of the commission;
(2) Payments to a joint venture will not be credited unless all partners in the joint venture are HUBs;
(3) Payments to a HUB subprovider who has subcontracted a portion of the work required under the subcontract will not be credited unless the HUB performs a commercially useful function;
(4) Payments to a HUB will not be credited if the firm does not provide the goods or perform the services paid for;
(5) Payments made to a HUB that cannot be linked by an invoice or canceled check to the contract under which credit is claimed will not be credited.

A Provider must not withhold or reduce payments to any HUB without a reason that is accepted as standard industry practice. A HUB prime or subprovider must comply with the terms of the contract or subcontract. Work products, services, and commodities must meet contract specifications whether performed by a prime or subprovider.

A Provider's failure to meet the HUB goal and failure to demonstrate to the Authority/Department's satisfaction sufficient "Good Faith Effort" on his/her part to obtain HUB participation shall constitute a breach of contract. In such a case, the Authority/Department reserves the right to issue a letter of reprimand; to deduct the amount of HUB goal not accomplished by HUBs from the money due or to become due the Provider, not as a penalty but as damages to the Authority/Department's HUB program; or such other remedy or remedies as the Authority/Department deems appropriate.

8) **RECORDS AND REPORTS.**

a. After submission of the initial commitment (Attachment H-1), required by Section 2.c. of this attachment, the Provider shall submit State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) at a minimum monthly, after contract work begins, on subcontracting involvement. One copy of the State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) is to be sent to the Authority/Department's Office monthly. In addition, the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) must be submitted with the Provider's invoice. All payments made to subproviders are to be reported. **The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Reports are required monthly even during months when no payments to subproviders have been made.** The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report will be required until all work on the contract has been completed. The Authority/Department may verify the amounts being reported as paid to HUBs by requesting copies of canceled checks paid to HUBs on a random basis.

b. Subproviders should be identified on the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) by name, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount.

c. All such records must be retained for a period of four years following final payment, or until an investigation, audit, examination, or other review undertaken during the four years, and shall be available at reasonable times and places for inspection by authorized representatives of the Authority/Department and other agencies.

d. Prior to receiving final payment, the Provider shall submit a Final Report (Attachment H-4), detailing the subprovider payments to the AUTHORITY Office of the Authority, and one copy to the Authority/Department with the Provider's final invoice.

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ATTACHMENT H-SN (NOT APPLICABLE)

Historically Underutilized Business (HUB)
for State Funded Professional or Technical Services Contracts
No State of Texas HUB Subcontracting Plan Required

POLICY

It is the policy of the Authority/Department to ensure that HUBs shall have an equal opportunity to participate in the performance of contracts; to create a level playing field on which HUBs can compete fairly for contracts and subcontracts; to ensure nondiscrimination on the basis of race, color, national origin, or gender in the award and administration of contracts; to help remove barriers to the participation of HUBs in Authority contracts; and, to assist in the development of firms that can compete successfully in the market place outside the HUB program.

Subcontracting participation on projects with no HUB Subcontracting Plan Required should be reported on the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report, the Attachment H-6 Form. Payment to non-HUBs subproviders must be reported on Attachment H-6. Payments to HUBs reported on Attachment H-6 are subject to the following requirements:

DETERMINATION OF HUB PARTICIPATION.

A firm must be an eligible HUB and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible HUB, the total amount paid to the HUB should be reported as race-neutral HUB participation.

A HUB subprovider may subcontract no more than 70% of a contract. The HUB subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the HUB; and equipment owned or rented directly by the HUB.

A provider must report a portion of the total value of the contract amount paid to a HUB joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the HUB.

Proof of payment, such as copies of canceled checks, properly identifying the Authority/Department's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority/Department.

The provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

REQUIRED FORMS.

If subcontractors are used under the contract that has no stated HUB goal, Attachments H-1, H-2, H-4 and H-6 are required. Attachments H-1 and H-6 <u>are required</u> if no subcontractors are being used to perform work under this contract.

Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) **is required monthly even when no subcontracting activity has occurred.** In addition, Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) should be submitted with the Provider's invoice.

ATTACHMENT H-1

Subprovider Monitoring System
Commitment Worksheet

Contract #:_____ Assigned Goal: 0.0% Federally Funded _____ County Funded _____
Prime Provider: Halff Associates, Inc. Total Contract Amount: $40,800.00
Prime Provider Info: DBE____HUB ___ Both ___
Vendor ID #: 17513086995 DBE/HUB Expiration Date: N/A
(First 11 Digits Only)

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

Subprovider(s) (List All)	**Type of Work**	**Vendor ID #** (First 11 Digits Only)	**D=DBE H=HUB**	**Expiration Date**	**$ Amount or % of Work ***
Subprovider(s) Contract or % of Work* Totals					XX%

*For Work Authorization Contracts, indicate the % of work to be performed by each subprovider.

Total DBE **or** HUB Commitment Dollars $000,000.00 (XXX)

Total DBE **or** HUB Commitment Percentages of Contract XX% (XXX)
(Commitment Dollars and Percentages are for Subproviders only)

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ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). ***NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: __N/A_____ and attach with the work authorization or supplemental work authorization.***

Contract #: _____ Assigned Goal: 0.0% Prime Provider Halff Associates, Inc.

Work Authorization (WA)#: _____WA Amount: **$000,00.00** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Survey	**$00,000.00**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: Halff Associates, Inc. **Address: 5000 West Military Highway, Suite 100, McAllen, TX 78503** **VID Number: 17513086995** **PH: (956) 664-0286; FX: (956) 664-0282** **Email: gelazaro@aol.com**	**Name:** Robert L. Saenz ***(Please Print)*** **Title:** President _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH: (XXX) XXX-XXXX; FX: (XXX) XXX-XXXX** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**
Second Tier Sub Provider **Subprovider Name:** **VID Number:** **Address:** **Phone #& Fax #:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

ATTACHMENT H-3

Subprovider Monitoring System for Federally Funded Contracts

Progress Assessment Report for month of (Mo./Yr.) _____/_____

Contract #: _____
Date of Execution: _____
Prime Provider: Halff Associates, Inc.
Work Authorization No. : _____

Original Contract Amount: **$40,800.00**
Approved Supplemental Agreements: **$0**
Total Contract Amount: **$000,000.00**
Work Authorization Amount: **$000,000.00**

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
	N/A						

Fill out Progress Assessment Report with each estimate/invoice submitted, *for all subcontracts*, and forward as follows:

1 Copy with Invoice - Hidalgo County Regional Mobility Authority Office

I hereby certify that the above is true and correct statement of the amounts paid to the firms listed above.

Print Name - Company Official /DBE Liaison Officer _____ Signature _____ Phone _____ Date _____

Email _____ Fax _____

ATTACHMENT H-4

Subprovider Monitoring System
Final Report

The Final Report Form should be filled out by the Prime Provider and submitted to the Contract Manager and the Business Opportunity Programs Office for review upon completion of the contract. The report should reflect **all subcontract activity** on the project. The report will aid in expediting the final estimate for payment. If the HUB or DBE goal requirements were not met, documentation supporting good faith efforts must be submitted.

DBE Goal: 0.0 % **OR** HUB Goal: _____%

Total Contract Amount: $40,800.00 Total Contract Amount: $_____

Contract Number:

Vendor ID #	**Subprovider**	**Total $ Amount Paid to Date**
	N/A	
TOTAL		

This is to certify that _____% of the work was completed by the HUB or DBE subproviders as stated above.

_____
By: Prime Provider

_____
Per: Signature

Subscribed and sworn to before me, this _____ day of _____, 20 __

_____Notary Public _____ County

My Commission expires:_____

12/06 DBE-H4.A

ATTACHMENT H-5

Federal Subprovider and Supplier Information

The Provider shall indicate below the name, address and phone number of all successful and unsuccessful subproviders and/or suppliers that provided proposals/quotes for this contract prior to execution. You may reproduce this form if additional space is needed.

Name	Address	Phone Number
N/A		

The information must be provided and returned with the contract.

_____ _____

Signature Date

Halff Associates, Inc. President rsaenz@halff.com (956) 664-0286

Printed Name Email Phone #

ATTACHMENT H-6

Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report

HUB Subcontracting Plan (HSP)
Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Contract/Requisition Number: _____ Date of Award: _____ (mm/dd/yyyy) Object Code: _____ (Agency Use Only)

Contracting Agency/University Name: _____

Contractor (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

Reporting (Month) Period: _____ Total Amount Paid this Reporting Period to $ _____ -

Report HUB and Non-HUB subcontractor information

Subcontractor's Name	Subcontractor's VID or HUB Certificate Number	*Texas Certified HUB? (Yes or No)	Total Contract $ Amount from HSP with Subcontractor	Total $ Amount Paid This Reporting Period to Subcontractor	Total Contract $ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
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		TOTALS:	$ -	$ -	$ -	

Signature: _____ Title: _____ Date: _____

*Note: HUB certification status can be verified on-line at: http://www2.cpa.state.tx.us/cmbl/hubonly.html Rev. 10/07

ATTACHMENT H-7

DBE CERTIFICATIONS

ATTACHMENT I

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/07/2014

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

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

PRODUCER Bell Insurance Agency 16980 Dallas Parkway Dallas, TX 75248	CONTACT NAME: Candy Goehring PHONE (A/C, No, Ext): 972.581.4915 FAX (A/C, No): 972.581.4916 E-MAIL ADDRESS: cgoehring@bellgroup.com
INSURED Halff Associates, Inc. 1201 N. Bowser Richardson, TX 75081	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Massachusetts Bay — 22306 INSURER B: Allmerica Financial Benefit — 41840 INSURER C: The Hanover Ins. Co. — 22292 INSURER D: ACE American Ins. Co. — 22667 INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 13/14 Master 2MIL Prof REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			ZDDA051278	07/12/2013	07/12/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			AWDA051300	07/12/2013	07/12/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UHDA051287	07/12/2013	07/12/2014	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		W2DA028649	07/12/2013	07/12/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability Claims Made Policy			EONG21673845	07/12/2013	07/12/2014	$2,000,000 Per Claim Limit $2,000,000 Aggregate Limit	

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

Re: International Bridge Trade Corridor
Certificate Holder is included as additional insured with respects to the General Liability. Waiver of Subrogation applies.

CERTIFICATE HOLDER

Hidalgo County Regional Mobility Authority
118 S. Cage Blvd, 4th Floor
Pharr, TX 78577

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Thomas J. Ashley/CANDY

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ATTACHMENT J

CONFLICTS CERTIFICATION

ATTACHMENT J

CONFLICTS CERTIFICATION

1. Business Relationships:

   The RMA has adopted a conflict of interest policy which generally requires disclosure of any business relationships with RMA board members or key personnel, as designated on the Authority's website. The Conflict of Interest Policy for Consultants, the list of Board Members and Key Personnel, and the Disclosure Form can be obtained from the RMA website (www.hcrma.net). Engineer as well as any and all sub consultants to Engineer shall adhere to this policy and provide any required disclosures.

2. Adverse Matters:

   Engineer must disclose conflicts of interest by identifying any matter in which the Engineer becomes adverse to the RMA or the Texas Department of Transportation or to the State of Texas or any of its boards, agencies, commissions, universities, elected or appointed officials, or Hidalgo County during the term of the Agreement.

3. Direct and Indirect Interest:

   The Engineer shall ensure that, during the term of the Agreement, the Engineer, including any of its principals, will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of Engineer's obligations under the agreement, including, but not limited to, ownership of property in the right-of-way of any of the independent projects of the Hidalgo County Roadway System. The Engineer warrants that, in the performance of the Agreement, the Engineer shall not employ any person, or subcontract with any entity, having such known interest.

ENGINEER: Halff Associates, Inc.

BY: _____

DATE: 04/09/2014

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

THERE NO KNOWN BUSINESS RELATIONSHIPS BETWEEN HALFF ASSOCIATES, INC. OR ANY OF ITS EMPLOYEES OR PRINCIPALS WITH THE LOCAL GOVERNMENTAL ENTITY

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

NONE

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☑ No **and, NOT APPLICABLE**

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No **and, NOT APPLICABLE**

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No **and, NOT APPLICABLE**

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

4.08.2014

Date

Adopted 06/29/2007

ATTACHMENT K
DEBARMENT CERTIFICATION

DEBARMENT CERTIFICATION
ARCHITECTURAL, ENGINEERING AND SURVEYING
("PROVIDER") CONTRACTS

(1) The **PROVIDER** certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Halff Associates, Inc.
Name of Provider

Signature of Certifying Official

Vice President
Title of Certifying Official

04/09/14
Date

(2) Where the **PROVIDER** is unable to certify to any of the statements in this certification, such **PROVIDER** shall attach an explanation to this certification.

Exceptions will not necessarily result in denial of award. Providing false information may result in criminal prosecution or administrative sanctions.

* federal, state or local

♦Contract♦

Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)

SURVEYING SERVICES IBTC
Interchange with SH 365 to I-2 and from the ValleyView Interchange to FM 493

MAIN CONTRACT

June 09, 2014

Quintanilla, Headley and Associates, Inc.

STATE OF TEXAS §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT FOR SURVEYING SERVICES

THIS CONTRACT FOR SURVEYING SERVICES is made by and between the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter the "Authority") and Quintanilla, Headley and Associates, Inc. (hereinafter the "Surveyor"), having its principal business address at 124 E. Stubbs, Edinburg, Texas, for the purpose of contracting for surveying services (hereinafter the "Agreement").

WITNESSETH

WHEREAS, Government Code, Chapter 2254, Subchapter A, "Professional Services Procurement Act" provides for the procurement of professional services of surveyors;

WHEREAS, in compliance with the Professional Services Procurement Act and all federal requirements including those described in 23 CFR Part 172, the Authority procured professional surveying services (hereinafter the "Procurement");

WHEREAS, pursuant to the Procurement and the Authority Board of Director's (the Board's) ranking of respondents thereto, the Board finds it to be in the best interest of the Authority to engage the Surveyor to provide professional land surveying services that will include general surveying in support of preliminary engineering, design engineering, construction engineering, maintenance work, right of way mapping and aerial photography projects for the development of the Project as approved by the Authority to wit: the **INTERNATIONAL BRIDGE TRADE CORRIDOR (IBTC) SURVEY PROJECT FOR SEGMENT 0010 FROM THE INTERCHANGE WITH SH 365 TO I-2 AND FROM THE VALLEYVIEW INTERCHANGE TO FM 493** (hereinafter the "Project");

NOW, THEREFORE, the Authority and the Surveyor, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

AGREEMENT

ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

1.1 The Authority and the Surveyor will furnish items and perform those services for fulfillment of the Agreement as identified in Attachment B, Services to be provided by the Authority and Attachment C, Services to be provided by the Surveyor. All services provided by the Surveyor will conform to standard surveying practices and applicable rules and regulations of The Professional Land Surveying Practices Act and Amendment and the rules of the Texas Board of Professional Land Surveying.

1.2 The Surveyor shall timely perform those surveying services for the fulfillment of the Agreement. All work shall be subject to review and approval by the Authority, and, if appropriate, the Texas Department of

Transportation and the Federal Highway Administration. Notwithstanding anything to the contrary in this Agreement or in any other Agreement document relating to the project, in performing its work under this Agreement Surveyor shall perform its services to the standard of care of a reasonable surveyor that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Surveyor.

ARTICLE II
AGREEMENT PERIOD

2.1 **Agreement Period.** The period after this contract becomes effective and before it is terminated is the Contract Period. This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on June 30, 2018 unless the Agreement period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Section 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Section 14, Termination. Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

2.2 **Maximum Agreement Period.** The maximum Contract Period is the time needed to complete all work authorizations issued during the Agreement Period.

2.3 **Unauthorized Work.** Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

ARTICLE III
COMPENSATION

3.1 **Maximum Amount Payable.** The maximum amount payable under this contract is **$25,111.00** unless modified (1) modified written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements or (2) modified through a work authorization as set forth in Article V, provided that such work authorizations is adopted by Board action.

3.2 **Basis of Payment.** The basis of payment is identified in Attachment E, Fee Schedule. Reimbursement of costs incurred under a work authorization shall be in accordance with Attachment E, Fee Schedule.

3.3 **Reimbursement of Eligible Costs**. To be eligible for reimbursement, the Surveyor's costs must (1) be incurred in accordance with the terms of a valid work authorization; (2) be in accordance with Attachment E, Fee Schedule; and (3) comply with cost principles set forth at 48 CFR Part 31, Federal Acquisition Regulation (FAR 31). Satisfactory progress of work shall be maintained and evidenced as a condition of payment.

3.4 **Surveyor Payment of Subproviders**. No later than ten (10) days after receiving payment from the Authority, the Surveyor shall pay all subproviders for work performed under a subcontract authorized hereunder. The Authority may withhold all payments that have or may become due if the Surveyor fails to comply with the ten-day payment requirement. The Authority may also suspend the work under this Agreement or any work authorization until subproviders are paid. This requirement also applies to all lower tier subproviders, and this provision must be incorporated into all subcontracts related to the project.

ARTICLE IV
PAYMENT REQUIREMENTS

4.1 **Monthly Billing Statements**. The Surveyor shall request reimbursement of costs incurred by submitting the original and one copy of an itemized billing statement in a form acceptable to the Authority. The Surveyor is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

4.2 **Billing Statement**. The billing statement shall show the work authorization number for each work authorization included in the billing, the total amount earned to the date of submission, and the amount due and payable as of the date of the current billing statement for each work authorization. The billing statement shall indicate if the work has been completed or if the billing is for partial completion of the work. The lump sum fee will be paid in proportion to the percentage of work completed per work authorization.

4.3 **Overhead Rates**. The Surveyor shall use the provisional overhead rate indicated in Attachment E. If a periodic escalation of the provisional overhead rate is specified in Attachment E, the effective date of the revised provisional overhead rate must be included. For lump sum agreements where a lump sum applies to a work authorization the overhead rate utilized shall correspond with the overhead rate specified in the year in which the work authorization is executed.

4.4 **Thirty Day Payments**. Upon receipt and acceptance of a billing statement that complies with all invoice requirements set forth in this Article, the Authority shall make a good faith effort to pay the amount which is due and payable within thirty (30) days.

4.5 **Withholding Payments**. The Authority reserves the right to withhold payment of the Surveyor's billing statement in the event of any of the following: (1) If a dispute over the work or costs thereof is not resolved within a thirty day period; (2) pending verification of satisfactory work performed; (3) the Surveyor becomes a delinquent obligor as set forth in Section 231.006 of the Family Code; or (4) required reports are not received. In the event that payment is withheld, the Authority shall notify the Surveyor and give a remedy that would allow the Authority to release the payment.

4.6 **Required Reports.**

a) As required in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements, the Surveyor shall submit Progress Assessment Reports to report actual payments made to Disadvantaged Business Enterprises or Historically Underutilized Businesses. One copy shall be submitted with each billing statement and one copy shall be submitted to the address included in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements.

b) Prior to Agreement closeout, the Surveyor shall submit a Final Report (Attachment H-4) to the address set forth in Attachment H.

c) The Surveyor shall submit a separate report with each billing statement showing the percent completion of the work accomplished during the billing period and the percent completion to date, and any additional written report requested by the Authority to document the progress of the work.

4.7 **Subproviders and Suppliers List**. Pursuant to requirements of 43 Texas Administrative Code §9.50 et seq., the Surveyor must provide the Authority a list (Attachment H-5/DBE or Attachment H-6/HUB) of all Subproviders and suppliers that submitted quotes or proposals for subcontracts. This list shall include subproviders' and suppliers' names, addresses, telephone numbers, and type of work desired.

4.8 **Debt to the Authority.** If the Authority is prohibited by law from issuing a warrant or initiating an electronic funds transfer to the Surveyor because of a debt owed to the Authority, the Authority shall apply all payments due the Surveyor to the debt or delinquent tax until the debt or delinquent tax is paid in full.

4.9 **Audit.** The Authority auditor may conduct an audit or investigation of any entity receiving funds from the Authority directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the Authority's right or the Authority's auditor right, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the Authority auditor with access to any information the Authority auditor considers relevant to the investigation or audit.

ARTICLE V
WORK AUTHORIZATIONS

The Authority will issue work authorizations using the form included in Attachment D (Work Authorizations and Supplemental Work Authorizations) to authorize all work under this Agreement. The Surveyor must sign and return a work authorization within seven (7) working days after receipt. Refusal to accept a work authorization may be grounds for termination of this Agreement. The Authority shall not be responsible for actions by the Surveyor or any costs incurred by the Surveyor relating to work not directly associated with or prior to the execution of a work authorization. Terms and conditions governing the use of work authorizations are set forth in Attachment A, General Provisions, Section 1. The work authorization shall not waive the Authority's or the Surveyor's responsibilities and obligations established under this Agreement.

ARTICLE VI
SIGNATORY WARRANTY

The undersigned signatory for the Surveyor hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete Authority to enter into this Agreement on behalf of the firm. These representations and warranties are made for the purpose of inducing the Authority to enter into this Agreement.

ARTICLE VII
NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Surveyor:	**Authority:**
Quintanilla, Headley and Associates, Inc. 124 E. Stubbs Edinburg, Texas 78539 Attn: Alfonso Quintanilla President	Hidalgo County Regional Mobility Authority (HCRMA) 118 South Cage Boulevard, 4th Floor Pharr, Texas 78577 Attn: Pilar Rodriguez Executive Director

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

ARTICLE VIII
INCORPORATION OF PROVISIONS

Attachments A through K are attached hereto and incorporated into this Agreement as if fully set forth herein.

SIGNATORIES

IN WITNESS WHEREOF, the Authority and the Surveyor have executed these presents in duplicate and acknowledge that this Agreement constitutes the sole and only Agreement of the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the within subject matter.

AUTHORITY	**SURVEYOR**
By: _____	By: _____
Name: Pilar Rodriguez	Name: Alfonso Quintanilla
Title: Executive Director	Title: President
Hidalgo County Regional Mobility Authority	Company: Quintanilla, Headley and Associates, Inc.
Date: _____	Date: _____

LIST OF ATTACHMENTS TO AGREEMENT
FOR SURVEYING SERVICES
INCORPORATED INTO THE AGREEMENT BY REFERENCE

Attachments	Title
A	General Provisions
B	Services to Be Provided by the Authority
C	Services to Be Provided by the Surveyor
D	Work Authorization Forms
D-1	Work Authorization Form for Agreement for Surveying Services
D-2	Supplemental Work Authorization Form
E	Fee Schedule
E-1	Final Cost Proposal Form
E-2	Rate Sheets
E-3	Maximum Amount Payable
F	Work Schedule
G	Contract Deliverables/Computer Graphics Files for Document and Information Exchange, if applicable
H	DBE Participation
H-MOU	Memorandum of Understanding
H-Instructions	Instructions As per 49CFR 26.21
H-FG	Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts – See Attachment H Instructions
H–FN	Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts – See Attachment H Instructions
H–SG	Historically Underutilized Business (HUB) Requirements for County Funded Professional or Technical Services Contracts – County of Texas HUB. Subcontracting plan required – See Attachment H Instructions
H–SN	Historically Underutilized Business (HUB) Requirements for County Funded Professional or Technical Services Contracts – No County of Texas HUB
H–1	Subprovider Monitoring System Commitment Worksheet
H–2	Subprovider Monitoring System Commitment Agreement
H–3	Monthly Progress Assessment Report
H-4	Subprovider Monitoring System Final Report
H-5	Federal Subproviders and Supplier Information
H-6	HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report
H-7	DBE Certifications
I	Certificate of Insurance
J	Conflicts of Certification
K	Debarment Certification

ATTACHMENT A
GENERAL PROVISIONS

ATTACHMENT A
GENERAL PROVISIONS

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2	Progress
3	Suspension of Work
4	Additional Work
5	Changes in Work
6	Supplemental Agreements
7	Ownership of Data
8	Public Information
9	Personnel, Equipment and Material
10	Subcontracting
11	Inspection of Work
12	Submission of Reports
13	Violation of Contract Terms (Breach of Agreement)
14	Termination
15	Compliance with Laws
16	Indemnification
17	Surveyor's Responsibility
18	Non-collusion
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21	DBE/HUB Requirements
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ATTACHMENT A
GENERAL PROVISIONS

SECTION 1. WORK AUTHORIZATIONS

A. Use. The Surveyor shall not begin any work until the Authority and the Surveyor have signed a work authorization. Costs incurred by the Surveyor before or after the completion date specified in the work authorization are not eligible for reimbursement. All work must be completed on or before the completion date specified in the work authorization, and no work authorization completion date shall extend beyond the Agreement period set forth in Article II of the Agreement (Agreement Period).

B. Contents. Each work authorization will include: (1) types of services to be performed; (2) a period of performance with a beginning and ending date; (3) a full description of the work to be performed; (4) a work schedule with milestones; (5) a cost not to exceed amount, (6) the basis of payment whether cost plus fixed fee, unit cost, lump sum, or specified rate; and (7) a work authorization budget calculated using fees set forth in Attachment E, Fee Schedule. The Surveyor is not to include additional Agreement terms and conditions in the work authorization. In the event of any conflicting terms and conditions between the work authorization and the Agreement, the terms and conditions of the Agreement shall prevail and govern the work and costs incurred.

C. Work Authorization Budget. A work authorization budget shall set forth in detail (1) the computation of the estimated cost of the work as described in the work authorization, (2) the estimated time (hours/days) required to complete the work at the hourly rates established in Attachment E, Fee Schedule; (3) a work plan that includes a list of the work to be performed, (4) a stated maximum number of calendar days to complete the work, and (5) a cost-not-to-exceed-amount or unit or lump sum cost and the total cost or price of the work authorization. The Authority will not pay items of cost that are not included in or rates that exceed those approved in Attachment E.

D. No Guaranteed Work. Work authorizations are issued at the discretion of the Authority. While it is the Authority's intent to issue work authorizations hereunder, the Surveyor shall have no cause of action conditioned upon the lack or number of work authorizations issued.

E. Incorporation into Agreement. Each work authorization shall be signed by both parties and become a part of this Agreement. No work authorization will waive the Authority's or the Surveyor's responsibilities and obligations established in this Agreement. The Surveyor shall promptly notify the Authority of any event that will affect the schedule or completion of the work authorization.

F. Supplemental Work Authorizations. Before additional work may be performed or additional costs incurred, a change in a work authorization shall be enacted by a written supplemental work authorization in the form identified and attached hereto as Attachment D. Both parties must execute a supplemental work authorization within the period of performance specified in the work authorization. The Authority shall not be responsible for actions by the Surveyor or any costs incurred by the Surveyor relating to additional work not directly associated with the performance or prior to the execution of the work authorization. The Surveyor shall allow adequate time for review and approval of the supplemental work authorization by the Authority prior to expiration of the work authorization. Any supplemental work authorization must be executed by both parties within the time period established in Article II of the Agreement, (Agreement Period). Under no circumstances will a work authorization be allowed to extend beyond the Agreement's expiration date, unless a supplemental to the Agreement is approved by both parties extending the Agreement date.

F-1. More Time Needed. If the Surveyor determines or reasonably anticipates that the work authorized in a work authorization cannot be completed before the specified completion date, the Surveyor shall promptly notify the Authority. The Authority may, at its sole discretion, extend the work authorization period by execution of a supplemental to the work authorization, using the form attached hereto as Attachment D.

F-2. Changes in Scope. Changes that would modify the scope of the work authorized in a work authorization must be enacted by a written supplemental to the appropriate work authorization. The Surveyor must allow adequate time for the Authority to review and approve any request for a time extension prior to expiration of the work authorization. If the change in scope affects the amount payable under the work authorization, the Surveyor shall prepare a revised work authorization budget for the Authority's approval.

G. New Work Authorization. If the Surveyor does not complete the services authorized in a work authorization before the specified completion date and has not requested a supplemental to the appropriate work authorization, the work authorization shall terminate on the completion date. At the sole discretion of the Authority, it may issue a new work authorization to the Surveyor for the incomplete work using the unexpended balance of the preceding work authorization for the project. If approved by the Authority, the Surveyor may calculate any additional cost for the incomplete work using the rates set forth in the preceding work authorization and in accordance with Attachment E, Fee Schedule.

H. Emergency Work Authorizations. The Authority, at its sole discretion, may accept the Surveyor's signature on a faxed copy of the work authorization as satisfying the requirements for executing the work authorization, provided that the signed original is received by the Authority within five (5) business days from the date on the faxed copy.

I. Deliverables. Upon satisfactory completion of the work authorization, the Surveyor shall submit the deliverables as specified in the executed work authorization to the Authority for review and acceptance.

J. Performance Standards. Unless authorized by the Authority and the Texas Department of Transportation, if applicable, work performed under this Agreement shall be developed in accordance with the latest version of the Texas Department of Transportation's manuals.

SECTION 2. PROGRESS

A. Progress meetings. The Surveyor shall from time to time during the progress of the work confer with the Authority. The Surveyor shall prepare and present such information as may be pertinent and necessary or as may be requested by the Authority in order to evaluate features of the work.

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

C. Inspections. If federal funds are used to reimburse costs incurred under this Agreement, the work and all reimbursements will be subject to periodic review by the Texas Department of Transportation and the U. S. Department of Transportation.

D. Reports. The Surveyor shall promptly advise the Authority in writing of events that have a significant impact upon the progress of a work authorization, including:

1. Problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by Authority judgment of the action taken or contemplated, and any or federal assistance needed to resolve the situation; and
2. Favorable developments or events which enable meeting the work schedule goals sooner than anticipated.

E. Corrective Action. Should the Authority determine that the progress of work does not satisfy the milestone schedule set forth in a work authorization, the Authority shall review the work schedule with the Surveyor to determine the nature of corrective action needed.

SECTION 3. SUSPENSION OF WORK AUTHORIZATION

A. Notice. Should the Authority desire to suspend a work authorization but not terminate the Agreement, the Authority may verbally notify the Surveyor followed by written confirmation, giving ten (10) day notice. Both parties may waive the ten-day notice in writing.

B. Reinstatement. A work authorization may be reinstated and resumed in full force and effect within sixty (60) business days of receipt of written notice from the Authority to resume the work. Both parties may waive the sixty-day notice in writing.

C. Agreement Period Not Affected. If the Authority suspends a work authorization, the Agreement period as determined in Article II of the Agreement (Agreement Period) is not affected and the Agreement and the work authorization will terminate on the date specified unless the Agreement or work authorization is amended to authorize additional time.

D. Limitation of Liability. The Authority shall have no liability for work performed or costs incurred prior to the date authorized by the Authority to begin work, during periods when work is suspended, or after the completion date of the Agreement or work authorization.

SECTION 4. ADDITIONAL WORK

A. Notice. If the Surveyor is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, it shall promptly notify the Authority in writing, presenting the facts of the work authorization and showing how the work authorization constitutes additional work.

B. Supplemental Agreement. If the Authority finds that the work does constitute additional work, the Authority shall so advise the Surveyor and a written supplemental agreement will be executed as provided in Attachment A, General Provisions, Section 6, Supplemental Agreements.

C. Limitation of Liability. The Authority shall not be responsible for actions by the Surveyor or any costs incurred by the Surveyor relating to additional work not directly associated with or prior to the execution of a supplemental agreement.

SECTION 5. CHANGES IN WORK

A. Work Previously Submitted as Satisfactory. If the Surveyor has submitted work in accordance with the terms of this Agreement but the Authority requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Agreement, the Surveyor shall make such revisions as requested and as directed by the Authority. This will be considered as additional work and paid for as specified under Attachment A, General Provisions, Section 4, Additional Work.

B. Work Does Not Comply with the Agreement. If the Surveyor submits work that does not comply with the terms of this Agreement, the Authority shall instruct the Surveyor to make such revision as is necessary to bring the work into compliance with this Agreement. No additional compensation shall be paid for this work.

C. Errors/Omissions. The Surveyor shall make revisions to the work authorized in this Agreement which are necessary to correct errors or omissions appearing therein, when required to do so by the Authority. No additional compensation shall be paid for this work.

SECTION 6. SUPPLEMENTAL AGREEMENTS

A. Need. The terms of this Agreement may be modified if the Authority determines that there has been a significant increase or decrease in the duration, scope, cost, complexity or character of the services to be performed. A supplemental agreement will be executed to authorize such significant increases or decreases.

B. Compensation. Additional compensation, if appropriate, shall be calculated as set forth in Article III of the Agreement (Compensation). Significant changes affecting the cost or maximum amount payable shall be defined to include but not be limited to new work not previously authorized or previously authorized services that will not be performed. The parties may reevaluate and renegotiate costs at this time.

C. When to Execute. Both parties must execute a supplemental agreement within the Agreement period specified in Article II of this Agreement (Agreement Period).

SECTION 7. OWNERSHIP OF DATA

A. Work for Hire. All services provided under this Agreement are considered work for hire and as such all data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this Agreement are the property of the Authority.

B. Disposition of Documents. All documents prepared by the Surveyor and all documents furnished to the Surveyor by the Authority shall be delivered to the Authority upon request by the Authority. The Surveyor, at its own expense, may retain copies of such documents or any other data which it has furnished the Authority under this Agreement, but further use of the data is subject to permission by the Authority.

C. Release of Data. The Surveyor (1) will not release any documentation created or collected under this Agreement except to its subproviders as necessary to complete this Agreement; (2) shall include a provision in all subcontracts which acknowledges the Authority's ownership of the documents and prohibits its use for any use other than the project identified in this Agreement; and (3) is responsible for any improper use of the documents by its employees, officers, or subproviders, including costs, damages, or other liability resulting from improper use. Neither the Surveyor nor any subprovider may charge a fee for the portion of the design plan created by the Authority.

D. Maintenance of Data. The Surveyor and any subconsultant, subcontractor or vendor shall keep and maintain all Data and all other material relating to this Agreement and related projects, and shall make all such material available at any reasonable time during the term of the work on the Agreement and related projects and for five (5) years from the date of final payment to the Surveyor for auditing, inspection, and copying upon the Authority's request or, if federal dollars are applied to the Agreement, upon request by the federal government.

SECTION 8. PUBLIC INFORMATION AND CONFIDENTIALITY

A. Public Information. The Authority will comply with Government Code, Chapter 552, the Public Information Act, and 43 Texas Administrative Code §3.10 et seq. in the release of information produced under this Agreement.

B. Confidentiality. The Surveyor shall not disclose information obtained from the Authority under this Agreement without the express written consent of the Authority.

SECTION 9. PERSONNEL, EQUIPMENT AND MATERIAL

A. This Agreement is not intended to constitute, create, give up, or otherwise recognize a joint venture agreement or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

B. Surveyor Resources. The Surveyor shall furnish and maintain quarters for the performance of all services, in addition to providing adequate and sufficient personnel and equipment to perform the services required under this Agreement. The Surveyor certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this Agreement, or it will be able to obtain such personnel from sources other than the Authority.

C. Removal of Contractor Employee. All employees of the Surveyor assigned to this Agreement shall have such knowledge and experience as will enable them to perform the duties assigned to them. The Authority may instruct the Surveyor to remove any employee from association with work authorized in this Agreement if, in the sole opinion of the Authority, the work of that employee does not comply with the terms of this Agreement or if the conduct of that employee becomes detrimental to the work.

D. Replacement of Key Personnel. The Surveyor must notify the Authority in writing as soon as possible, but no later than three business days after a project manager or other key personnel is removed from association with this Agreement, giving the reason for removal.

E. Authority Approval of Replacement Personnel. The Surveyor may not replace the project manager or key personnel without prior consent of the Authority. The Authority must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the Authority determines that the new project manager or key personnel is not acceptable, the Surveyor may not use that person in that capacity and shall replace him or her with one satisfactory to the Authority within forty-five (45) days.

F. Ownership of Acquired Property. Except to the extent that a specific provision of this Agreement states to the contrary, the Authority shall own all intellectual property acquired or developed under this Agreement and all equipment purchased by the Surveyor or its subcontractors under this Agreement. All intellectual property and equipment owned by the Authority shall be delivered to the Authority when this Agreement terminates, or when it is no longer needed for work performed under this Agreement, whichever occurs first.

G. The Surveyor shall furnish and maintain, at its own expense, office space for the performance of all services, and adequate and sufficient personnel and equipment to perform the services as required. All employees of the Surveyor shall have such knowledge and experience as will enable them to perform the duties assigned to them.

H. The Surveyor agrees to maintain (in sufficient detail as will properly reflect all work done and results achieved in the performance of this Agreement) tracings, plans, specifications, maps, basic survey notes and sketches, books, records, reports, research notes, charts, graphs, comments, plans, comparisons, computations, analyses, recordings, photographs, computer programs, and documentations thereof, and other graphic or written data or deliverables generated in connection with the work called for in the Agreement; all such information and documentations to be termed "Data" under this Agreement.

I. All Data is the exclusive property of the Authority and shall be furnished to the Authority upon request and shall not be used or released by the Surveyor or any other person except with the prior approval of the Authority. All documents prepared by the Surveyor and all documents furnished to the Surveyor by the Authority shall be delivered to the Authority upon completion of the relevant milestone for payment and/or termination of this Agreement. Provided, however, that none of the documents or materials are intended or represented by Surveyor to be suitable for reuse by the Authority, or others on extensions of the project or on any other project. Any reuse of Data without written verification or adaptation by Surveyor for use beyond the specific purpose intended will be at Authority's sole risk and without liability or legal exposure to Surveyor.

SECTION 10. SUBCONTRACTING

A. Prior Approval. The Surveyor shall not assign, subcontract or transfer any portion of professional services related to the work under this Agreement without prior written approval from the Authority.

B. DBE/HUB Compliance. The Surveyor's subcontracting program shall comply with the requirements of Attachment H of the Agreement (DBE/HUB Requirements).

C. Required Provisions. All subcontracts for professional services shall include the provisions included in Attachment A, General Provisions, and any provisions required by law. The Surveyor is authorized to pay subproviders in accordance with the terms of the subcontract, and the basis of payment may differ from the basis of payment by the Authority to the Surveyor.

D. **Prior Review.** All subcontracts for professional services shall be approved as to form in writing by the Authority and, if applicable, by the Texas Department of Transportation prior to its execution and performance of work thereunder.

E. Surveyor Responsibilities. No subcontract relieves the Surveyor of any responsibilities under this Agreement.

SECTION 11. INSPECTION OF WORK

A. Review Rights. The Authority and if appropriate, the Texas Department of Transportation, and when federal funds are involved, the U. S. Department of Transportation, and any of their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

B. Reasonable Access. If any review or evaluation is made on the premises of the Surveyor or a subprovider, the Surveyor shall provide and require its subproviders to provide all reasonable facilities and assistance for the safety and convenience of the Authority and if appropriate the Authority, State, or federal representatives in the performance of their duties.

SECTION 12. SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by the Authority before a final report is issued. The Authority's comments on the Surveyor's preliminary report must be addressed in the final report.

SECTION 13. VIOLATION OF AGREEMENT TERMS (BREACH OF AGREEMENT)

A. Violation. Violation of the Agreement terms or breach of this Agreement by the Surveyor shall be grounds for termination of the Agreement. Any additional costs to the Authority that arise from the Surveyor's default, breach of Agreement, or violation of Agreement terms shall be paid by the Surveyor. This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

B. Venue. Venue for disputes related to this Agreement shall be Hidalgo County, Texas.

C. Applicable Laws. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

SECTION 14. TERMINATION

A. Causes. The Agreement may be terminated before the stated completion date by any of the following conditions.

1. By mutual agreement and consent, in writing from both parties.
2. By the Authority by notice in writing to the Surveyor as a consequence of failure by the Surveyor to perform the services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
4. By the Authority for reasons of its own, not subject to the mutual consent of the Surveyor, by giving ten business days notice of termination in writing to the Surveyor.
5. By the Authority, if the Surveyor violates the provisions of Attachment A, General Provisions Section 21, Gratuities.
6. By satisfactory completion of all services and obligations described herein.

B. Measurement. Should the Authority terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Surveyor. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the Authority terminate this Agreement under Paragraph A (4) or (5) above, the Surveyor shall not incur costs during the ten-day notice period in excess of the amount incurred during the preceding ten (10) days.

C. Value of Completed Work. If the Surveyor defaults in the performance of this Agreement or if the Authority terminates this Agreement for fault on the part of the Surveyor, the Authority will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in Attachment E, Fee Schedule) by the Surveyor in performing the work to the date of default;

(2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the Authority; (4) the cost to the Authority of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; and (6) other factors which affect the value to the Authority of the work performed.

D. Calculation of Payments. The Authority shall use the fee schedule set forth in Attachment E to the Agreement (Fee Schedule) in determining the value of the work performed up to the time of termination. In the case of partially completed surveying services, eligible costs will be calculated as set forth in Attachment E, Fee Schedule. The sum of the provisional overhead percentage rate for payroll additives and for general and administrative overhead costs during the years in which work was performed shall be used to calculate partial payments.

E. Excusable Delays. Except with respect to defaults of subproviders, the Surveyor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Surveyor. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

F. Surviving Requirements. The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the Authority and the Surveyor under this Agreement, except for those provisions that establish responsibilities that extend beyond the Agreement period.

G. Payment of Additional Costs. If termination of this Agreement is due to the failure of the Surveyor to fulfill its Agreement obligations, the Authority may take over the project and prosecute the work to completion, and the Surveyor shall be liable to the Authority for any additional cost to the Authority.

SECTION 15. COMPLIANCE WITH LAWS

The Surveyor shall comply with all applicable Authority, federal, County and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations. When required, the Surveyor shall furnish the Authority with satisfactory proof of its compliance therewith.

SECTION 16. INDEMNIFICATION

A. THE SURVEYOR SHALL SAVE AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, AND EMPLOYEES, FROM ALL CLAIMS, LIABILITY, ACTION, AND LOSS (INCLUDING DAMAGE OR INJURY INCLUDING DEATH TO PERSONS OR PROPERTY) DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, SUBCONTRACTORS, OR EMPLOYEES PERFORMED UNDER THIS AGREEMENT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT, INCLUDING ANY VIOLATION OF ANY STATUTES, ORDINANCES, BUILDING CODES OR REGULATIONS, OF THE SURVEYOR OR OF ANY PERSON EMPLOYED OR ENGAGED BY THE SURVEYOR, AND THE DEFENSE OF ANY SUCH CLAIMS, LIABILITY, ACTION, OR LOSS.

B. THE SURVEYOR SHALL ALSO SAVE AND HOLD HARMLESS THE AUTHORITY FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, REASONBLE ATTORNEY FEES WHICH MAY BE INCURRED BY THE AUTHORITY OR LIABILITIES WHICH MAY BE IMPOSED ON THE AUTHORITY AS THE RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACT BY THE SURVEYOR, ITS AGENTS, ITS SUBCONTRACTORS, OR EMPLOYEES.

SECTION 17. SURVEYOR'S RESPONSIBILITY

A. Accuracy. The Surveyor shall be responsible for the accuracy and completeness of work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

B. Errors and Omissions. The Surveyor's responsibility for all questions arising from errors and/or omissions will be determined by the Authority and all decisions shall be in accordance with the Authority's "Errors or Omissions Policy". The Surveyor will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

C. Seal. The responsible Surveyor shall sign, seal and date all appropriate surveying submissions to the Authority in accordance with the Texas Surveying Practice Act and the rules of the Texas Board of Professional Surveyors.

D. Resealing of Documents. Once the work has been sealed and accepted by the Authority, the Authority, as the owner, will notify the party to this Agreement, in writing, of the possibility that a Authority surveyor, as a second surveyor, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second surveyor will affix his seal to any work altered, completed, corrected, revised or added. The second surveyor will then become responsible for any alterations, additions or deletions to the original survey including any effect or impacts of those changes on the original surveyor's work product.

SECTION 18. NONCOLLUSION

A. Warranty. The Surveyor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Surveyor and those consultants, subconsultants, and providers identified in the presentation to the Authority's Board, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or surveyor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

B. Liability. For breach or violation of this warranty, the Authority shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION 19. INSURANCE

A. Insurance Liability Limits. The Surveyor shall obtain and maintain insurance limits of liability for each of the types of insurance coverage identified as follows:

1. Workers' Compensation, endorsed with a waiver of subrogation in favor of the Authority in the amount of statutory obligations imposed under the Texas Workers' Compensation Law.

2. Commercial General Liability, endorsed with the Authority as an additional insured and endorsed with a waiver of subrogation in favor of the Authority to the extent of the liabilities assumed by Surveyor under **Attachment A, Section 17** of this Agreement, in limits of liability of one million dollars ($1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
3. Professional Liability in limits of one million dollars ($1,000,000) each claim and in the aggregate.

The coverage and amounts designated herein are minimum requirements and do not establish limits of the Surveyor's liability. Additional coverage may be provided at the Surveyor's option and expense.

The issuer of any policy must have a rating of at least B+ and a financial size of Class VI or better according to the latest *Best's* rating.

B. Insurance Liability Limits. The Surveyor shall furnish proof of insurance by means of a completed Attachment I – Certificate of Insurance - Hidalgo County Regional Mobility Authority, attached hereto and made a part thereof with the Project Name and the Surveyor's name stated thereon, to be submitted prior to the beginning of the Project. The Surveyor will be considered in breach of this Agreement should the Surveyor fail to maintain the required insurance coverage during the term of this Agreement. The termination of this Agreement resulting from failure to maintain the required insurance will be carried out in accordance with the termination provisions herein.

C. Surveyor's Risk. The services to be provided under this Agreement will be performed entirely at Surveyor's risk and Surveyor assumes all responsibility for the condition of vehicles or other instrumentalities used in the performance of this Agreement.

D. Work on Texas Department of Transportation Property. To the extent that the Texas Department of Transportation or this Agreement authorizes the Surveyor or its subconsultants to perform any work on Texas Department of Transportation right of way, before beginning work the entity performing the work shall provide the Authority and the Texas Department of Transportation with a fully executed copy of the Department's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on Department right of way. This coverage shall be maintained until all work on the Department right of way is complete. If coverage is not maintained, all work on Department right of way shall cease immediately, and, the Authority may recover damages and all costs of completing the work.

SECTION 20. GRATUITIES

Employees of the Authority shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the Authority under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Authority. Any person doing business with or who may reasonably speaking do business with the Authority under this Agreement may not make any offer of benefits, gifts or favors to departmental employees, except as mentioned herein above. Failure on the part of the Surveyor to adhere to this policy may result in the termination of this Agreement.

SECTION 21. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS

The Surveyor agrees to comply with the requirements set forth in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Subcontracting Plan Requirements with an assigned goal or a zero goal, as determined by the Authority. The Surveyor will adhere to the commitment and to participation by certain Disadvantaged Business Enterprises (DBE) agreed to by the Authority during negotiations. Refer to Attachment H-7 for copies of DBE Certifications.

SECTION 22. MAINTENANCE, RETENTION AND AUDIT OF RECORDS

A. Retention Period. The Surveyor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and services provided (hereinafter called the Records). The Surveyor shall make the records available at its office during the Agreement period and for five (5) years from the date of final payment under this Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Availability. The Authority or any of its duly authorized representatives and, if appropriate, the Texas Department of Transportation, the Federal Highway Administration, the United States, Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the Surveyor's Records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

SECTION 23. CIVIL RIGHTS COMPLIANCE

(1) Compliance with Regulations: The Surveyor shall comply with the regulations of the Department of Transportation, Title 49, Code of Federal Regulations, Parts 21, 24, 26 and 60 as they relate to nondiscrimination; 23 CFR 710.405(B); also Executive Order 11246 titled Equal Employment Opportunity as amended by Executive Order 11375.

(2) Nondiscrimination: The Surveyor, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Surveyor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Surveyor of the Surveyor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

(4) Information and Reports: The Surveyor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Surveyor is in the exclusive possession of another who fails or refuses to furnish this information, the Surveyor shall so certify to the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Surveyor's noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such Agreement sanctions as the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Surveyor under this Agreement until the Surveyor complies and/or
(b) cancellation, termination, or suspension of this Agreement, in whole or in part.

(6) Incorporation of Provisions: The Surveyor shall include the provisions of paragraphs (1) through (5) above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Surveyor shall take such action with respect to any subcontract or procurement as the Authority and; if appropriate, the Texas Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event an Surveyor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Surveyor may request the Authority; or, if appropriate, the Texas Department of Transportation to enter into such litigation to protect the interests of the Authority; and, in addition, the Surveyor, if appropriate, may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 24. PATENT RIGHTS
The Authority; and if appropriate, the Texas Department of Transportation; and the U. S. Department of Transportation shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Surveyor under this Agreement.

SECTION 25. COMPUTER GRAPHICS FILES
The Surveyor agrees to comply with Attachment G, Computer Graphics Files for Document and Information Exchange, if determined by the Authority to be applicable to this Agreement.

SECTION 26. CHILD SUPPORT CERTIFICATION
Under Section 231.006, Texas Family Code, the Surveyor certifies that the individual or business entity named in this Agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Surveyor is liable to the Authority for attorney's fees, the cost necessary to complete this Agreement, including the cost of advertising and awarding a second Agreement, and any other damages provided by law or this Agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

SECTION 27. DISPUTES

A. Disputes Not Related to Agreement Services. The Surveyor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Surveyor in support of the services authorized herein.

B. Disputes Concerning Work or Cost. Any dispute concerning the work hereunder or additional costs, or any non-procurement issues shall be settled by mediation and if mediation is unsuccessful then parties go to trial under Texas State law.

SECTION 28. SUCCESSORS AND ASSIGNS

The Surveyor and the Authority do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. The Surveyor shall not assign, subcontract or transfer its interest in this Agreement without the prior written consent of the Authority.

SECTION 29. SEVERABILITY

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

SECTION 30. PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto for the services authorized herein and supersedes any prior understandings or written or oral Agreements between the parties respecting the subject matter defined herein.

SECTION 31. CONFLICT OF INTEREST

A. Representation by Surveyor. The undersigned represents that its firm has no conflict of interest that would in any way interfere with its or its employees' performance of services for the Authority or which in any way conflicts with the interests of the Authority. The firm shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Authority's interests.

B. Certification Status. The Surveyor certifies that it is not:

1. a person required to register as a lobbyist under Chapter 305, Government Code; or
2. a public relations firm other than the firms identified in the presentation to the RMA Board.

C. Environmental Disclosure. If the Surveyor will prepare an environmental impact statement or an environmental assessment under this Agreement, the Surveyor certifies by executing this Agreement that it has no financial or other interest in the outcome of the project on which the environmental impact statement or environmental assessment is prepared.

SECTION 32. OFFICE OF MANAGEMENT AND BUDGET (OMB) AUDIT REQUIREMENTS

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

SECTION 33. CERTIFICATIONS

A. The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Surveyor certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive Federal funds and, when requested by the Authority, to furnish a copy of the certification.

B. In accordance with Department of Transportation, Title 49, Code of Federal Regulations, Part 29 and by signature on this Agreement and the Debarment Certification attached hereto as Attachment K, the Surveyor certifies its compliance and the compliance of any subconsultants or subcontractors present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving federal, state or Authority funds:

(1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
(2) does not have a proposed debarment pending;
(3) has not been suspended debarred, voluntarily excluded, or determined ineligible by an federal agency within the past three (3) years; and
(4) has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years as specified by Title 49, Code of Federal Regulations, paragraph 29.305(a).

C. The Surveyor agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code as codified in Title 48, Federal Acquisition Regulations, Subpart 3.8 and subpart 52.203.11, prohibiting federal funds from being expended by a recipient or lower-tier subrecipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract or cooperative agreement. If federal funds are applied to the services under this Agreement, the Surveyor and any subconsultants or subcontractors would be required to complete the Certification of Federal Contracts and, if necessary, the Disclosure of Lobbying Activities.

D. If the Project is a federal aid project, Surveyor is required to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), which prohibit the use under non-exempt federal contract, grants, or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the USEPA Assistant Administrator of Enforcement.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE AUTHORITY

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE AUTHORITY

Project Map.

ROW Map – ROW widths, other land, ownership, survey information.

Ownership information of adjacent tracts.

Intersecting ROW information, documentation, construction plans of existing utilities if available.

Construction plans of existing facilities if available.

Intended use of the survey and required form of deliverables, files required, etc.

Accuracy required and method of display.

Horizontal and vertical datum upon where the survey should be based (if varies from TxDOT).

Research on subject tracts/parcel ownership aerial photographs.

Title Reports for Parent \ Ownership Tracts within Project

Boundary survey, (data files) of Original Survey Lines Subdivision, and Parent Tracts within Project. Includes found monumentation.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

1.0 Project Control

1.1 Primary Control

Primary Control is a series of stable and reliable monuments set and establish in the general vicinity of the project. Usually these monuments will not be further than 3 miles from the project or between each other on the project. The purpose for Primary Control is to transfer in and establish National Spatial Reference (NSRS), "Geodetic Values and Coordinates", closer and more accessible to the project site.

Note: The conventional scope for this service will not be performed; instead, the HCRMA surveyors will use the RTK Cooperative VRS[3] Network. In the event that conventional Primary Control becomes necessary, the HCRMA PMC Survey Coordinator will enumerate a detailed scope for this service.

Limits for this service:

To Be Determined by Future Work Authorization

1.1.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
		1.1.1.1	N/A		
		1.1.1.2	N/A		
		1.1.1.3	N/A		

1.1.2 Field Work Tasks.

To be provided by:					
		1.1.2.1	N/A		
		1.1.2.2	N/A		
		1.1.2.3	N/A		

1.1.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	QHA	1.1.3.1	Prepare and Submit Survey Control Book that includes: • Project Summary; • Primary Control Location Map; • Primary Control Data Sheets;		
		1.1.3.2	N/A		
		1.1.3.3	N/A		

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

1.0 Project Control

1.2 Secondary Control

Secondary Control is a series of Control points established and setup no more than 1000 feet apart and in a "line of sight" pattern. The purpose for Secondary Control is mainly for use with conventional theodolite/robotic instrumentation where an occupied and back sight point is needed. Another use for secondary control can be for GPS RTK Rover checks, initialization and calibration. The datum and values of secondary control will be derived from the Valley VRS Network.

Note: The conventional scope for this service will not be performed; instead, the "Panel points" or "Aerial Target" monumentation establish for the Aerial Photogrammetry will be utilized as Secondary Control for the TCC/SH 365 segment of this project due to its availability. In the event that conventional Secondary Control becomes necessary, the HCRMA PMC Survey Coordinator will enumerate a detailed scope for this service.

Limits for this service:

To Be Determined by Future Work Authorization

1.2.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
	QHA	1.2.1.1	Contact and Coordinate with HCRMA for … • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. •
HCRMA	QHA	1.2.1.2	Obtain Survey Control Report that includes: Panel Point Data Control Sheets, Location Map and coordinate values.
		1.2.1.3	

1.2.2 Field Work Tasks.

To be provided by:			
	QHA	1.2.2.1	Locate, recover and flag panel points. *(Existing on Ground)*
	QHA	1.2.2.2	Survey and check horizontal and vertical coordinates on all recovered panel points using GPS RTK "Control Observation" procedures. *(Existing on Ground)*
		1.2.2.3	

1.2.3 Office Work / Delivery Preparation Tasks

To be provided by:			
	QHA	1.2.3.1	Prepare and submit a REVISED Survey Control Report that includes: • Panel Point Data Control Sheets, • Location Map and coordinate values of recovered panel points.
	QHA	1.2.3.2	

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

1.0 Project Control

1.3 Photogrammetric (Aerial) Control

Photogrammetric (Aerial) Control is a series of Control points established and setup in a pattern on the ground to provide the Photogrametrist a means by which to position and Ortho-rectify the aerial photographs to the project Datum and scale. The datum and values of the aerial control will be derived from the Valley VRS Network.

Note: This service was performed by others in the recent past therefore the "Panel points" or "Aerial Target" monumentation establish for the Aerial Photogrammetry will be utilized as Secondary Control for the TCC/SH 365 segment of this project due to its availability. In the event that Photogrammetric Control becomes necessary, the HCRMA PMC Survey Coordinator will enumerate a detailed scope for this service.

Limits for this service:

To Be Determined by Future Work Authorization

1.3.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
Others	QHA	1.3.1.1	Contact and Coordinate with HCRMA and Aerial Photogrammetrist for… • Proposed project ROW widths or Corridor maps, Intersecting ROW information and documentation, Construction plans of existing facilities and utilities if available, all other survey data and information. • Plan for panel point or target layout scheme. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control) • Schedule for survey and number of re-visits to maintain and/or re-staking
		1.3.1.2	
		1.3.1.3	

1.3.2 Field Work Tasks

To be provided by:			
Others	QHA	1.3.2.1	Layout aerial targets as per plan.
Others	QHA	1.3.2.2	Survey each aerial target point using GPS RTK "Control Observation" procedures.
Others	QHA	1.3.2.3	Revisit project ONE additional time, (or as directed by PMC), to maintain and / or re-stake disturbed or obliterated points.
Others	QHA	1.3.2.4	Maintain GPS data observation ground crew during flight (if applicable)
Others	QHA	1.3.2.5	Remove aerial targets after photogrammetry process has been completed.

1.0 Project Control

1.3.3 Office Work / Delivery Preparation Tasks

To be provided by:					
Others	QHA	1.3.3.1	Process XYZ coordinates and submit coordinate values and all necessary panel point information to photogrammetrist		
Others	QHA	1.3.3.2	Prepare and Submit Survey Control Report that includes: • Project Summary; • Primary Control Location Map; • Primary Control Data Sheets; • Panel Point Data Control Sheets; • Panel Point Location Map and Panel Points coordinate values list of each aerial target point.		
		1.3.3.3			

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

1.0 Project Control

1.4 Project Alignment / Baselines

Survey to Stake and Layout the centerline or baseline of the preliminary or proposed route or corridor to provide Geotechnical, Environmental, Archeologists and others a means by which to locate their position or location on the project.

Limits for this service:

To Be Determined by Future Work Authorization

1.4.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
HCRMA	QHA	1.4.1.1	Contact and Coordinate with HCRMA for… • Proposed project ROW and alignment maps, Intersecting ROW information and documentation, Proposed Construction plans if available, all other survey data and information. • Proposed project ROW and alignment maps, Intersecting ROW information and documentation, Proposed Construction plans if available, all other survey data and information. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control) • Schedule for survey and number of re-visits to maintain and/or re-staking		
		1.4.1.2	N/A		
		1.4.1.3	N/A		

1.4.2 Field Work Tasks.

To be provided by:					
	QHA	1.4.2.1	Stake centerline, or under mitigating circumstances, stake offset baseline for preliminary corridor alignment… • at all Deflection PI's, PC's, PT's, • at *(1000')* (EVEN STATION) intervals on straight POTs • at *(1000')* (EVEN STATION) intervals on curves. • Stake point using *(5/8"x 2')* wooden hub and 4 foot wooden guard lathe. • Mark lathe with station number and offset on baselines.		
	QHA	1.4.2.2	Stake adjacent preliminary or proposed ROW lines… • at all Deflection PI's, PC's, PT's • at *(1000')* (EVEN STATION) intervals on straight POTs • *at (1000')* (EVEN STATION) intervals on curves • Stake point using *(5/8"x 2'*) wooden hub and 4 foot wooden guard lathe. • Mark lathe with centerline station number and offset from project center.		
	QHA	1.4.2.3	Revisit project ONE additional time, (or as directed by HCRMA), to maintain and / or re-stake disturbed or obliterated points.		
		1.4.2.4	N/A		

1.4.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	QHA	1.4.3.1	Provide HCRMA with Stakeout report		
	QHA	1.4.3.2	Provide reports as per PMC request, i.e., Geographic Lat/Long of staked points.		
	QHA	1.4.3.3	N/A		

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

3.0 Topographic and Planimetric Survey

Surveys, measurements and data within the project limits to develop a Digital Terrain Model (DTM) and Planimetrics of the project route or corridor.

3.1. FULL Topo and Planimetrics

This is FULL development of NEW Digital Terrain Model (DTM) and Planimetrics of the project route or corridor without the benefit of aerial photogrammetry and mapping

Limits for this service:

To Be Determined by Future Work Authorization

3.1.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
	QHA	3.1.1.1	Contact and Coordinate with HCRMA for… • Proposed project ROW widths or Corridor maps, Intersecting ROW information and documentation, Construction plans of existing facilities and utilities if available, all other survey data and information. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required, etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control)	
		3.1.1.2	N/A		
		3.1.1.3	N/A		

3.1.2 Field Work Tasks.

To be provided by:					
N/A	QHA	3.1.2.1	Survey proposed route or corridor for project DTM. • Cross Section corridor at every 100 foot stations and all break lines. • Cross Section 175’ right and left, (350’ wide), of the route or corridor centerline. (See Special or Mitigation Surveys for special and extended Topo Survey)		
HCRMA	QHA	3.1.2.2	Survey CROSSING Drainage ditches, Canals and Streams and etc for project DTM. • Cross Section the above every 100' and at all break lines. Obtain flow line elevation shots, inside Drainage ditches and Canals and etc. • Cross section the above from toe to toe plus 25’. • Cross section the above out to 500’ right and left of the route or corridor centerline. (See Special or Mitigation Surveys for special and extended Topo Survey)		
N/A	QHA	3.1.2.3	Survey CROSSING or intersecting Highways, Streets, Roads, and etc. for project DTM. • Cross Section the above every 100' and at all break lines. • Cross section the above from ROW to ROW plus 25’. • Cross section the above out to 500’ right and left of the route or corridor centerline. (See Special or Mitigation Surveys for special and extended Topo Survey)`		

	QHA	3.1.2.4	Survey and Measure all above ground and visible topical objects and features within survey corridor for project PLANIMETRICS including but not limited to:
			• Developed sites i.e., driveways and culverts, flatwork, fences, curbs, parking, entrances, buildings/improvements, and etc. Note and describe all on survey deliverable.
			• Bridges/Overpasses of Hwy, Road, and Street; i.e. deck top, embankment, railings and ect. and profile of natural ground below structure.
			  ○ (See Attachment C.6 Special or Mitigation Surveys for special and detailed Bridge Survey)
			• Cross Culverts/Bridges of Drain Ditch, Irrigation Canal, Stream, i.e, deck top, railings, wing walls and etc. and profile of natural ground below structure.
			  ○ (See Attachment C.6 Special or Mitigation Surveys for special and detailed Cross Culvert Survey)
			• Drainage Ditch / Irrigation Canal / Flood Control Structures, i.e., gates, weirs, outfalls, spillways, culverts and etc. and flow line elevations below structure.
			  ○ (See Attachment C.6 Special or Mitigation Surveys for special, detailed or offsite Drainage / Irrigation / Flood Control Structure Survey)
			  ○ (See Attachment C.5 Utility Survey for Storm Water Drainage / Irrigation / Flood Control Pipelines Survey)
			• Major Vegetation, i.e., large old trees, fruit bearing trees, dense brush clumps and etc.
			• Signage, i.e., roadway, private, billboards, etc. Note and describe sign and sign content on survey deliverable.
			• Oil and Gas Wells and facilities, i.e., well heads, battery Tanks, compressors and etc.
			• Utilities, above ground visible and apparent features i.e., markers, signs, risers, poles, guy wires and etc.
			  ○ (See Attachment C.5 for Utility Surveying Scope)

		3.1.2.5	N/A

3.1.3 Office Work / Delivery Preparation Tasks

To be provided by:			
N/A	QHA	3.1.3.1	Process all survey data using GEOPAC – MICROSTATION software and submit a digital… • DAT file (project metadata) • TIN file (masspoints and breaklines) • 2d.DGN file (Project Planimetrics) • 2d.DGN file (Project DTM and Contours)
N/A	QHA	3.1.3.2	Submit a 1”= 50’ scale hardcopy of project PLANIMETRICS showing line work and labels of all above ground and pertinent objects and features surveyed.
N/A	QHA	3.1.3.3	Submit a 1” = 50’ scale hardcopy of project DTM and Contours showing line work and labels of ground relief and elevations of project corridor

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

3.0 Topographic and Planimetric Survey

Surveys, measurements and data within the project limits to develop a Digital Terrain Model (DTM) and Planimetrics of the project route or corridor.

3.2. IN-FILL Topo and Planimetrics

This is to supplement and update the Digital Terrain Model (DTM) and Planimetrics of the project route or corridor produced by aerial photogrammetry and mapping.

Limits for this service:

To Be Determined by Future Work Authorization

3.2.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
HCRMA	QHA	3.2.1.1	Contact and Coordinate with HCRMA for… • OBTAIN EXISTING AERIAL MAPPING digital files, maps, data and information. • Review Existing Aerial Mapping digital files, maps, data and determination of the extent of In-fills that will be necessary and/or needed. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control)
		3.2.1.2	N/A
		3.2.1.3	N/A

3.2.2 Field Work Tasks.

To be provided by:			
	QHA	3.2.2.1	Obtain elevation shots within the limits of the provided aerial photogrammetric DTM in areas left void or blank. • Survey voids or blanks within aerial mapping limits. ○ (See Special or Mitigation Surveys for special and extended Topo Survey).
	QHA	3.2.2.2	Survey, cross section and/or obtain flow line elevation shots, inside Drainage ditches, Canals and Streams within the limits of the provided aerial photogrammetric DTM left void or blank. • Cross Section the inside of the above every 100' and at all break lines. Obtain flow line elevation shots. • Cross section the above within the aerial mapping limits and beyond aerial mapping limits 100’ each side. ○ (See Special or Mitigation Surveys for special and extended Topo Survey)
	QHA	3.2.2.3	Survey and cross section CROSSING or intersecting Highways, Streets, Roads, and etc. within the limits of the provided aerial photogrammetric DTM left void or blank. • Cross section the above out to 300’ right and left of the aerial mapping limits. ○ (See Special or Mitigation Surveys for special and extended Topo Survey)

	QHA	3.2.2.4	Survey and Measure all above ground and visible topical objects and features within the provided aerial photogrammetric PLANIMETRICS left void or blank, including but not limited to:
			• Developed sites i.e., driveways and culverts, flatwork, fences, curbs, parking, entrances, buildings/improvements, and etc. Note and describe all on survey deliverable.
			• Bridges/Overpasses of Hwy, Road, and Street; i.e. deck top, embankment, railings and ect. and profile of natural ground below structure.
			  ○ (See Attachment C.6 Special or Mitigation Surveys for special and detailed Bridge Survey)
			• Cross Culverts/Bridges of Drain Ditch, Irrigation Canal, Stream, i.e, deck top, railings, wing walls and etc. and profile of natural ground below structure.
			  ○ (See Attachment C.6 Special or Mitigation Surveys for special and detailed Cross Culvert Survey)
			• Drainage Ditch / Irrigation Canal / Flood Control Structures, i.e., gates, weirs, outfalls, spillways, culverts and etc. and flow line elevations below structure.
			  ○ (See Attachment C.6 Special or Mitigation Surveys for special, detailed or offsite Drainage / Irrigation / Flood Control Structure Survey)
			  ○ (See Attachment C.5 Utility Survey for Storm Water Drainage / Irrigation / Flood Control Pipelines Survey)
			• Major Vegetation, i.e., large old trees, fruit bearing trees, dense brush clumps and etc.
			• Signage, i.e., roadway, private, billboards, etc. Note and describe sign and sign content on survey deliverable.
			• Oil and Gas Wells and facilities, i.e., well heads, battery Tanks, compressors and etc.
			• Utilities, above ground visible and apparent features i.e., markers, signs, risers, poles, guy wires and etc.
			  ○ (See Attachment C.5 for Utility Surveying Scope)

3.2.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	QHA	3.2.3.1	RE-PROCESS all survey data using GEOPAC – MICROSTATION software and submit NEW digital… • DAT file (project metadata) • TIN file (masspoints and breaklines) • 2d.DGN file (Project Planimetrics) • 3d.DGN file (Project DTM and Contours)		
	QHA	3.2.3.2	Submit a 1”= 50’ scale hardcopy of project PLANIMETRICS showing line work and labels of all above ground and pertinent objects and features surveyed. Highlight new or updated information.		
	QHA	3.2.3.3	Submit a 1” = 50’ scale hardcopy of project DTM and Contours showing line work and labels of ground relief and elevations of project corridor. Highlight new or updated information.		

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

4.0 Boundary Survey

Surveys and boundary line re-construction of the Land Tracts through which the proposed project route or corridor will pass. This survey will be used for the final design of the project's right of way line location therefore must be performed early in the project phase. This is NOT part of the right of way and parcel platting phase of the project even though it will be heavily relied upon to perform that phase.

Definitions for use in this context.

… Grants, Patents (Surveys), Porciones, i.e., Santa Anita Grant, Porcion 87, Survey No. 112

… Lot/Block Tracts or Partition Tracts, (Original Subdivisions of Grants, Surveys and Porciones) , i.e., Hidalgo Canal, Tex-Mex RR, San Salvador del Tule.

… Land Tracts, (severances or junior surveys of Lot/Block Tracts or Partition Tracts), i.e., 4.28 acres of Lot 1 Blk. 1, Tex-Mex RR

… Subdivision Tracts, (lots inside a platted subdivision of a Land Tract), i.e., Lot 1 of a subdivision of 4.28 acres of Lot 1 Blk. 1, Tex-Mex RR.

… ROW/Easement Tracts, (are much like Land Tracts and are severances within all of the above), i.e., HCIDD#1 150' ROW.

… Parent Tracts, (any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership), i.e. all of Lot 2 Blk. 1 and 4.28 acres of Lot 1 Blk. 1, Tex Mex RR

Limits for this service:

To Be Determined by Future Work Authorization

4.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
HCRMA	QHA	4.1.1	Contact and Coordinate with HCRMA for… • Proposed ROW or Corridor maps, data and information. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control)
	QHA	4.1.2	Research Deeds, Maps, and other survey records and Abstract adequate property data and information to support the preparation of a Digital "Working Sketch", or "Deed Draft Record Sketch", to support the determination of the location and the re-construction of intended boundaries of the land Tracts to be field surveyed.
HCRMA	QHA	4.1.3	Obtain ROE information and work performed in the Right of Entry phase of project. (If Available)
HCRMA	QHA	4.1.4	HCRMA will obtain "Abstracts of Title" or "Title Reports" of Parent Tracts from a reputable Abstract Company or Landman. HCRMA will make "Abstracts of Title" or "Title Runs" and other abstracted information available to Surveyor.
	QHA	4.1.5	Prepare digital "Working Sketch", or "Deed Draft Record Sketch". (This will evolve into the Final "Boundary Map" as field survey data is performed)

4.2 Field Work Tasks.

To be provided by:					
	QHA	4.2.1	Locate, recover, and re-trace all corners and survey lines of the Land Tracts through which the proposed project route or corridor will pass.		
	QHA	4.2.2	The surveyor will begin by locating or retracing as many corners of the original grants as required to construct the boundaries of the Land Tracts included in the project for future takings. Subsequent to locating the original grant boundaries and preparing a boundary construction, the surveyor may locate corners and lines of any junior survey interior to the original grants. In this manner, the surveyor will build up a logical scheme of boundary construction.		
		4.2.3	N/A		

4.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	QHA	4.3.1	Perform final boundary analysis and boundary re-construction decisions of survey lines for the lands included in the project for future takings in accordance to all Texas Board of Professional Land Surveying rules, standards and policies. *("Footsteps of the Original Surveyor")*		
	QHA	4.3.2	Prepare and deliver a completed digital Boundary Construction Map. This map will depict all survey evidence recovered in the survey. The surveyor will prepare a survey map showing the corners recovered, the courses, and distances of the boundaries and areas of lands considered in the project. • Insure that boundary map coincides with the project grid and datum control. • Insure that boundary map includes all easements, severances, or other exceptions that the "Abstracts of Title" or "Title Reports" yield.		
	QHA	4.3.3	Overlay the most current PROPOSED/PRELIMINARY ROW Corridor onto the Boundary Construction Map and analyze for areas of uneconomic remainders, small slivers of land or un-rationalized takings. Prepare a written report and consult with HCRMA summarizing any discrepancies or problems. This will also be shown on the survey map. This will also be known as the Preliminary ROW Map.		

NOTE:

HCRMA PMC and Design Engineers will take the surveyors Boundary Survey deliverables and develop a **FINAL ROW FOOTPRINT** and then direct surveyor to start and complete the **Right of Way Mapping and Parcel Tract Plats** phase of the surveyor's scope of services.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

5.0 Utility Survey

Surveys and measurements to map all utilities, (especially buried/underground utilities), crossing, or adjacent to the project route or corridor.

Note: Storm Water Drainage, Irrigation, Flood Control Pipelines are considered utilities. Drainage, Irrigation, Flood Control ditches or canal is not considered utilities.
Refer to Attachment C.6 Special or Mitigation Surveys for special, detailed or offsite utility surveys, i.e., Potholing activities at conflict locations.

Limits for this service:

To Be Determined by Future Work Authorization

5.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
ENG.	QHA	5.1.1	Contact and Coordinate with HCRMA for… • Proposed project ROW widths or Corridor maps, Construction plans of existing facilities and utilities if available, all other survey data and information for utilities. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required, etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control)
ENG.	QHA	5.1.2	Identify and compile list of existing utility owners along, adjacent and crossing project. • If necessary, Recon project in the field observe utility locator markers, signs and above ground risers to Identify and compile a complete list of existing utility owners along, adjacent and crossing project.
ENG.	QHA	5.1.3	Contact and provide utility owners with the project "footprint" and request location markup information of their utility. Suggested Utility owners might be: • Telecommunication companies for FIBER OPTICS or transmission lines • Irrigation Districts • HCDD#1 • Municipalities •
ENG.	QHA	5.1.4	Contact TxDOT utility coordinator for permit records and/or as-built construction plans.
ENG.	QHA	5.1.5	Contact and coordinate with Texas 811 (Dig Tess) to locate and mark underground utilities.
ENG.	QHA	5.1.6	Contact and coordinate with Municipalities to locate and mark underground utilities.
ENG.	QHA	5.1.7	Contact Texas Railroad Commission for major gas/oil transmission lines digital computer files and maps.
ENG.	QHA	5.1.8	Attend all utility coordination meetings

5.2 Field Work Tasks.

To be provided by:					
	QHA	5.2.1	Complete the location of all above ground utility features that may have been missed in Attachment C.3 Topographic / Planimetric survey. Survey and measure all above ground risers for all underground or buried Utilities within surveyed corridor of project, including but not limited to: • Description, size/ diameter, material, top and flow line elevations, direction of flow, and etc. of underground utility at manholes, inlets, vaults, standpipes, vents, valves, and etc. • Description, size/ diameter, material, direction of line, line connectivity, (if data is made available), natural ground elevations, at locations marked by Dig Tess and/or utility company/owner. • Description, size/ diameter, material, elevation / height, direction of line, line connectivity, and etc. of above ground / aerial utilities. (See Attachment C.6 Special or Mitigation Surveys for special and detailed Utility Surveys at locations designated by design engineers as possible conflict with project plans, i.e., Potholing activities…)
		5.2.2	N/A
		5.2.3	N/A

5.3 Office Work / Delivery Preparation Tasks

To be provided by:					
ENG.	QHA	5.3.1	Prepare and submit digital Utility (2D) Map. Show description, size/ diameter, material, top and flow line elevations, direction of flow, , line elevation / height, direction of line, line connectivity, Dig Tess and/or utility company/owner markings of all above ground and underground / buried utilities within surveyed corridor of project.		
		5.3.2	N/A		
		5.3.3	N/A		

6.0 Special or Mitigation Surveys

Surveys or services to obtain special details on specific aspects of the project not typically obtained during the performance of other surveying services or to obtain distinctive details on specific aspects outside the delineated project or survey area.

6.1 Surveys for Engineering Design

6.1.1 Bridges / Overpasses

Measurements to obtain cross sectional, (Elevation), details on bridges and bridge components such as columns, abutments, bents, bearing seat, bottom of deck, top of deck, bottom of beams, and other details requested by design engineer and Prepare cross sectional, (Elevation), details and exhibits.

Limits for this Service:

To Be Determined by Future Work Authorization

6.1.1.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
HCRMA / ENG.	QHA	6.1.1.1.1	Contact and Coordinate with HCRMA and Design Engineer for… • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc.
		6.1.1.1.2	N/A
		6.1.1.1.3	N/A

6.1.1.2 Field Work Tasks.

To be provided by:			
	QHA	6.1.1.2.1	Measurements to obtain cross sectional, (Elevation), details on bridges and bridge components such as columns, abutments, bents, bearing seat, bottom of deck, top of deck, bottom of beams, and other details requested by design engineer.
		6.1.1.2.2	N/A
		6.1.1.2.3	N/A

6.1.1.3 Office Work / Delivery Preparation Tasks

To be provided by:			
	QHA	6.1.1.3.1	Prepare cross sectional, (Elevation), details and exhibits as directed.
		6.1.1.3.2	N/A
		6.1.1.3.3	N/A

6.0 Special or Mitigation Surveys

6.1.2 Cross Culverts/Bridges

Measurements to obtain cross sectional, (Elevation), details on culvert components such as size, construction, apron, wingwalls, hydraulic openings, silting, and other details requested by design engineer and Prepare cross sectional, (Elevation), details and exhibits

Limits for this Service:

To Be Determined by Future Work Authorization

6.1.2.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
HCRMA / ENG.	QHA	6.1.2.1.1	Contact and Coordinate with HCRMA and Design Engineer for… • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc.
		6.1.2.1.2	N/A
		6.1.2.1.3	N/A

6.1.2.2 Field Work Tasks.

To be provided by:			
	QHA	6.1.2.2.1	Measurements to obtain cross sectional, (Elevation), details on bridges and bridge components such as columns, abutments, bents, bearing seat, bottom of deck, top of deck, bottom of beams, and other details requested by design engineer
		6.1.2.2.2	N/A
		6.1.2.2.3	N/A

6.1.2.3 Office Work / Delivery Preparation Tasks

To be provided by:			
	QHA	6.1.2.3.1	Prepare cross sectional, (Elevation), details and exhibits as directed.
		6.1.2.3.2	N/A
		6.1.2.3.3	N/A

6.0 Special or Mitigation Surveys

6.1.3 Drainage Ditch / Irrigation Canal / Flood Control Structures

Measurements to obtain cross sectional, (Elevation), details on siphons, gates, weirs, and other open ditch and flood control structures at locations requested by design engineers and Prepare cross sectional, (Elevation), details and exhibits

Limits for this Service:

To Be Determined by Future Work Authorization

6.1.3.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
HCRMA / ENG.	QHA	6.1.3.1.1	Contact and Coordinate with HCRMA and Design Engineer for… • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc.
		6.1.3.1.2	N/A
		6.1.3.1.3	N/A

6.1.3.2 Field Work Tasks.

To be provided by:			
	QHA	6.1.3.2.1	Measurements to obtain cross sectional, (Elevation), details on siphons, gates, weirs, and other open ditch and flood control structures at locations requested by design engineers.
		6.1.3.2.2	N/A
		6.1.3.2.3	N/A

6.1.3.3 Office Work / Delivery Preparation Tasks

To be provided by:			
	QHA	6.1.3.3.1	Prepare cross sectional, (Elevation), details and exhibits as directed
		6.1.3.3.2	N/A
		6.1.3.3.3	N/A

6.0 Special or Mitigation Surveys

6.1.4 Utilities

Measurements to obtain cross sectional, (Elevation), details on underground/buried conduit. at locations requested by design engineers.

Limits for this Service:

To Be Determined by Future Work Authorization

6.1.4.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
ENG.		6.1.4.1.1	Contact and Coordinate with… • Irrigation District • Drainage District • IBWC • Municipalities … as to schedule for Potholing activities and Pothole locations designated by design engineers as possible conflict with project plans.
ENG / HCRMA	QHA	6.1.4.1.2	Contact and Coordinate with HCRMA and Design Engineer for… • Pothole locations and potholing schedules needed. • … and Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc.
		6.1.4.1.3	N/A

6.1.4.2 Field Work Tasks.

To be provided by:			
UTIL Co.	QHA	6.1.4.2.1	Log and survey, depths and locations of "potholes".
		6.1.4.2.2	N/A
		6.1.4.2.3	N/A

6.1.4.3 Office Work / Delivery Preparation Tasks

To be provided by:			
ENG.	QHA	6.1.4.3.1	Update digital Utility (3D) Map produce in Attachment C.5 Utility Surveys.
		6.1.4.3.2	N/A
		6.1.4.3.3	N/A

6.0 Special or Mitigation Surveys

6.1.5 Additional Topography and/or Planimetrics

Surveys for additional (DTM) and/or, Planimetrics outside the surveyed project route or corridor area/limits as requested by design engineers.

Limits for this Service:

To Be Determined by Future Work Authorization

6.1.5.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
ENG. / HCRMA	QHA	6.1.5.1.1	Contact and Coordinate with HCRMA and Design Engineer for… • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Locations / Areas needing additional elevations, cross sections, planimetrics and etc.
		6.1.5.1.2	N/A
		6.1.5.1.3	N/A

6.1.5.2 Field Work Tasks.

To be provided by:			
	QHA	6.1.5.2.1	Survey and Cross section IBWC Levees that were recently modified and re-constructed and may be outside of the surveyed corridor area.
	QHA	6.1.5.2.2	Survey and Cross section intersecting Highways, Streets, Roads, and etc. 500', (or to first break line whichever comes first), upstream for drainage mitigation.
	QHA	6.1.5.2.3	Locate, Survey and Measure IBWC flood control structures that were recently added, modified and/or re-constructed and that may be outside the surveyed corridor area.

6.1.5.3 Office Work / Delivery Preparation Tasks

To be provided by:			
	QHA	6.1.5.3.1	RE-PROCESS all survey data using and submit updated digital DTM and Planimetrics
		6.1.5.3.2	N/A
		6.1.5.3.3	N/A

6.0 Special or Mitigation Surveys

6.2 Surveys for Wet Lands / Environmental / Archeology Study's

Surveys and measurements for the support of the studies that will be performed by these disciplines.

Limits for this Service:

To Be Determined by Future Work Authorization

6.2.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
Others	QHA	6.2.1.1	Contact and Coordinate with HCRMA and Environmental / Archeologist for… • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Limits, locations, areas needing additional survey.		
		6.2.1.2	N/A		
		6.2.1.3	N/A		

6.2.2 Field Work Tasks.

To be provided by:					
		6.2.2.1	N/A		
		6.2.2.2	N/A		
		6.2.2.3	N/A		

6.2.3 Office Work / Delivery Preparation Tasks

To be provided by:					
		6.2.3.1	N/A		
		6.2.3.2	N/A		
		6.2.3.3	N/A		

6.0 Special or Mitigation Surveys

6.3 Surveys for Hydrological / Drainage Study's

Surveys and measurements in support of the study of the surrounding watershed and cadastral drainage patterns.

Limits for this Service:

To Be Determined by Future Work Authorization

6.3.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
Others	QHA	6.3.1.1	Contact and Coordinate with HCRMA and Engineer for… • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Limits, locations, areas needing additional survey.		
		6.3.1.2	N/A		
		6.3.1.3	N/A		

6.3.2 Field Work Tasks.

To be provided by:					
		6.3.2.1	N/A		
		6.3.2.2	N/A		
		6.3.2.3	N/A		

6.3.3 Office Work / Delivery Preparation Tasks

To be provided by:					
		6.3.3.1	N/A		
		6.3.3.2	N/A		
		6.3.3.3	N/A		

6.0 Special or Mitigation Surveys

6.4 Surveys for Geotechnical Studies

Surveys and measurements to stake the location, or, to record and report the location of soil borings and other geotechnical soil testing excavations.

Limits for this Service:

To Be Determined by Future Work Authorization

6.4.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
HCRMA / Geo	QHA	6.4.1.1	Contact and Coordinate with HCRMA and Geotech for… • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Intended or needed Bore Hole locations.
		6.4.1.2	N/A
		6.4.1.3	N/A

6.4.2 Field Work Tasks.

To be provided by:			
	QHA	6.4.2.1	Stake out 28 bore holes / Field locate finished boreholes
		6.4.2.2	N/A
		6.4.2.3	N/A

6.4.3 Office Work / Delivery Preparation Tasks

To be provided by:			
		6.4.3.1	N/A
		6.4.3.2	N/A
		6.4.3.3	N/A

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

7.0 Right of Way Mapping and Parcel Tract Platting

Preparation of maps, plats, legal descriptions and all documents for the Final ROW Acquisition and monumenting of final Right of Way and Parcels.

Definitions and Concepts for use in this context and derived from the TxDOT and HCRMA Survey Manuals.

Parent Tracts are defined by contiguous ownership, i.e.:

… any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership.
… any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership and not divided by a public way, separate ownership or platted as a subdivision.
… any tract of land comprised of contiguous lots in a platted subdivision under a single ownership.

Parcels are defined and created by ownership and unity of use and are the actual real properties, or tracts, to be acquired by the HCRMA, whether through purchase, donation, or exchange.

… If a Parent Tract of contiguous properties has a unity of use, then two or more properties may be combined into one parcel.

… If a Parent Tract of contiguous properties does not have unity of use, then each property is a separate parcel.

… If a Parent Tract has different and discrete land use areas, then each land use area must be partitioned into separate parcels with a unique number. A Parcel, therefore, does not necessarily have a one-to-one correspondence to the property lines of the parent tract.

… if a Parent Tract is divided or severed by public ways or by separate ownership and does NOT have common underlying ownership then each property must be partitioned into separate parcels with a unique number.

… if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership but does NOT have unity of use then each property must be partitioned into separate parcels with a unique number.

… if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership and DOES have unity of use then each property may be partitioned into ONE Parcel and sub-partitioned into separate PARTS.

Limits for this service:

To Be Determined by Future Work Authorization

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

7.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
HCRMA	QHA	7.1.1	Contact and Coordinate with HCRMA for… • FINAL and APPROVED ROW FOOTPRINT prepared by HCRMA Design Engineers. (See Attachment C.4 – Detailed Scope of Services for Boundary Survey). • Any other information or data completed on the project to this point, i.e., final approved schematic, Planimetric Map of Project in MicroStation compatible format, Horizontal and Vertical projection, grid system and datum upon where the survey should be based and all other data the HCRMA has on hand.
HCRMA	QHA	7.1.2	Deliver "Abstracts of Title" or "Title Reports" of Parent Tracts prepared by Title Co.
HCRMA	QHA	7.1.3	Deliver HCRMA survey monument caps (if applicable)
HCRMA	QHA	7.1.4	Review of the HCRMA Survey Manuel and Right of Way requirements and discuss… • Parcel creation and numbering Requirements. The methodology of numbering ROW parcels must be correct and consistent to avoid problems in the appraisal process or with record maintenance through the ROW information system. Communicate regularly with the HCRMA for uniformity of Parcel creation methodology. • ROW MAP Requirements. • Parcel Plats and Parcel Descriptions Requirements.

7.2 Field Work Tasks.

To be provided by:			
	QHA	7.2.1	Monument the final project ROW lines… • Set a 5/8" diameter x 24" long rebar, capped with an "HCRMA ROW" aluminum disk along the ROW lines at all corners, angle points, and points of curvature and tangency.
	QHA	7.2.2	Monument Parcel corners… • Set 5/8" diameter x 18" long rebar, capped with an "HCRMA ROW" aluminum disk along ROW lines • Set 1/2'' diameter x 18" long rebar, capped with an appropriate cap bearing identification of the sub consultant Surveyor on interior corners (corners inside the taking)
	QHA	7.2.3	Verify that all planimetric features of existing topo and planimetrics within the staked parcel are current. • Exercise special care in observing both structure and aerial encroachments such as overhead electric and telephone lines with cross-arms.

7.3 Office Work / Delivery Preparation Tasks

To be provided by:						
	QHA	7.3.1	Analyze, define and create final Parcels and Parcel numbering plan. • See Parcel creation definition above.			
	QHA	7.3.2	Update existing Planimetric map with any new or missing features or encroachments.			
	QHA	7.3.3	Prepare and Create ROW MAP including… • Title Sheet • Parcel Index Sheet • Control Sheet ○ (BMs set as per Attachment C.8 – Detailed scope of Service for Construction Staking will be the control on this sheet) • Plan Sheets			
	QHA	7.3.4	Prepare and create PARCEL PLATS and DESCRIPTIONS Prepare survey plats and metes and bounds descriptions as per HCRMA requirements for each Acquisition Parcel.			

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

8.0 Construction Control and Staking

Construction Control is indented for use by the contractor that will build the HCRMA facility. It will give the contractor a basis, or control to layout and construct the facility as per final design and construction plans. Construction Control is a series of "Benchmarks" established and setup no more than 1000 feet apart and in a "line of sight" pattern along and 1' inside one of the ROW lines. The purpose is mainly to enable the contractor to use conventional theodolite/robotic and leveling instrumentation where an occupied and backsight point is needed. Another use for secondary control can be for GPS RTK Rover and machine control checks initialization and calibration. The datum and values of secondary control will be derived from the Valley VRS Network.

Limits for this service:

To Be Determined by Future Work Authorization

8.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
HCRMA	QHA	8.1.1	Contact and Coordinate with HCRMA… • Intended use of survey, Timing of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc.
		8.1.2	N/A
		8.1.3	N/A

8.2 Field Work Tasks.

To be provided by:			
	QHA	8.2.1	Set and establish Benchmarks along and 1' inside one of the project's ROW line at no more than 1000' intervals. • Set benchmarks by digging 8" diameter x 18" deep post hole… insert a 5/8" by 24" long iron rod in middle of hole… install HCRMA benchmark cap on rod… fill hole around rod with "Quikrete" cement. Mark with 4 foot wooden guard lathe marked with PGL station number.
	QHA	8.2.2	Survey each benchmark using GPS RTK "Control Observation" procedures for horizontal value.
	QHA	8.2.3	Survey each bench mark using 3-wire leveling procedures for vertical value.
	QHA	8.2.4	Stake PGL, or under mitigating circumstances, stake offset baseline at all Deflection PI's, PC's, PT's and 1000' (EVEN STATION) POT's. • Stake PGL point using 1/2" x 18" long iron rod, (do not cap) and 4 foot wooden guard lathe marked with station number. • Stake PGL using GPS RTK "Stakeout" procedures for horizontal value. Do not assign vertical value to PGL points. These points are for horizontal use only.

8.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	QHA	8.3.1	Prepare and create the Control Sheets to be included in the final ROW MAP. • Control Sheets will contain a detail for each Benchmark established along the ROW line. Each detail will show a location sketch and all data related to the Benchmark. Station, Offset and Elevation values will be highlighted and pronounced as this will be the values most important to construction.		
		8.3.2	N/A		
		8.3.3	N/A		

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

9.0 Right of Entry Acquisition

As with any survey, permission to enter property must be obtained and arrangements must be made with property owners, tenants, or agents responsible for the property. Letters of Entry must be obtained before the surveyor is allowed to perform any surveying activities on the project.

Limits for this service:

To Be Determined by Future Work Authorization

9.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:						
	QHA	9.1.1	Identify properties along, adjacent and crossing project that may require entry and obtain ownership and address information.			
	QHA	9.1.2	Coordinate with HCRMA Program Management as to a) form and content of letter… b) extent of permissions to request… c) general procedures to be followed and HCRMA requirements.			
	QHA	9.1.3	N/A			

9.2 Field Work Tasks.

To be provided by:						
	QHA	9.2.1	If contact with property owner through mail-out attempts fail, attempt personal visit to property owner.			
	QHA	9.2.2	N/A			
	QHA	9.2.3	N/A			

9.3 Office Work / Delivery Preparation Tasks

To be provided by:						
HCRMA	QHA	9.3.1	Prepare and address ROE letters and mail out via registered mail.			
HCRMA	QHA	9.3.2	Receive ROE letters from property owners and track responses on prescribed spreadsheet. (Permitted, not permitted, non respondents and etc.)			
	QHA	9.3.3	Prepare and submit Tax Parcel Map showing a graphical ownership ROE status report.			

ATTACHMENT D

WORK AUTHORIZATION

ATTACHMENT D-1

WORK AUTHORIZATION NO. ____
AGREEMENT FOR SURVEYING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Surveying Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Quintanilla, Headley and Associates, Inc. (the Surveyor).

PART I. The Surveyor will perform surveying services generally described as in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the Authority and the Surveyor as well as the work schedule are further detailed in Exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is $_____ and the method of payment is _____as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Surveyor's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

PART III. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with Articles III thru V of the Agreement, and Attachment A, Section 1.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on _____, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under "Article V of that certain Professional Services Agreement for Surveying Services for INTERNATIONAL BRIDGE TRADE CORRIDOR (IBTC) Segment 0010 project from the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Alfonso Quintanilla	_____
(Printed Name)	(Printed Name)
President	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

Exhibit A	Services to be provided by the Authority
Exhibit B	Services to be provided by the Surveyor
Exhibit B-1	Parcels to be Surveyed
Exhibit C	Work Schedule

Exhibit D	Fee Schedule/Budget
Exhibit H-2	Subprovider Monitoring System Commitment Agreement

ATTACHMENT D-2

SUPPLEMENTAL WORK AUTHORIZATION NO. ____
TO WORK AUTHORIZATION NO. ____
AGREEMENT FOR SURVEYING SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Surveying Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Quintanilla, Headley and Associates, Inc. (the Surveyor).

The following terms and conditions of Work Authorization No. ____ are hereby amended as follows:

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. ____ not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Alfonso Quintanilla	_____
(Printed Name)	(Printed Name)
President	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

ATTACHMENT E

FEE SCHEDULE

ATTACHMENT E-1
Final Cost Proposal Form

This attachment provides the basis of payment and fee schedule**. The basis of payment for this Work Authorization is indicated by an "X" in the applicable box.** The basis shall be supported by the Final Cost Proposal (FCP) shown below and should identify maximum amount payable and basis of payment. If more than one basis of payment is used, each one must be supported by a separate FCP. The basis of payment will be determined by Work Authorization and may be by any of the methods listed below.

"X"	**Basis**	
X	Lump Sum	The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and fixed fee. The Surveyor shall be paid pro rata based on the percentage of work completed. For payment the Surveyor is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost.
____	Unit Cost	The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and fixed fee. The Surveyor shall be paid based on the type and number of units fully completed and the respective unit cost. For payment, the Surveyor is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown.
____	Specified Rate Basis	The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. Payment shall be based on the actual hours worked multiplied by the specified rate for each type of labor plus other agreed to special direct cost items. The specified rate includes direct labor and indirect cost and fixed fee. The Authority may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit.
____	Cost Plus Fixed Fee	Payment shall be based on direct and indirect costs incurred plus a pro rata share of the fixed fee based on the ratio of labor and overhead cost incurred to total estimated labor and overhead cost in the FCP or the percentage of work completed. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Surveyor may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, provisional overhead rate and the fixed fee. __A. Actual Cost Plus Fixed Fee - Actual wages are paid (no minimum, no maximum. __B. Range of Cost Plus Fixed Fee – Actual wages must be within the allowable range shown on the Final Cost Proposal.

A. **REFER TO ATTACHMENT E-2 FOR HOURLY SPECIFIED / LUMP SUM RATE SCHEDULE FOR EACH FIRM**

ATTACHMENT E - 2
RATE SHEETS

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

PRIME OR SUBPROVIDER NAME: **QUINTANILLA, HEADLEY & ASSOCIATES, INC.**

Direct Labor	Negotiated	Contract Rate			
Labor/Staff Classification	Hourly Base Rate	FY 14/15			
Principal / Sr. Manager / Senior Survey Manager		$200.00			
Project Surveyor (RPLS)		$150.00			
Senior Survey Tech / SIT		$105.00			
Survey Technician		$75.00			
CADD Operator		$65.00			
Clerical / Admin.		$50.00			
Abstractor		$65.00			
1-Person Survey Crew		$80.00			
2-Person Survey Crew		$130.00			
3-Person Survey Crew		$168.00			
4-Person Survey Crew		$198.00			

Negotiated Overhead Rate: N/A
Negotiated Profit Rate: N/A

Contract Rates include labor, overhead, and profit.
All rates are negotiated rates and are not subject to change or adjustment.
For Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours required. Rates billed should correspond to the fiscal or calendar year, if applicable, in which the hours were worked. If rates by year are included, the rates for the last year shown apply to all later years. If only one set of rates is included, with no year designation, the rates shown apply to all later years.
For Lump Sum Payment Basis - Physical percent complete to be billed. Documentation of hours not required.
Any staffing or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work

NOTES:
1.) In all future Work Authorizations after Work Authorization No.1; the Administrative Assistant cost will be absorbed in the overall multiplier; unless specific task are approved by the Authority allowing the Administrative Assistant's time to be allotted for task outside the overall multiplier.
2.) Engineer and Board will review rates after the year 2013 to determine if any rates need to be escalated for inflation which if required will not exceed 2% per annum. If agreed that rates need to be modified; then all rate changes will be modified by Work Authorization and will require Board approval.
3.) The Engineer's policy is to prepare its overhead schedules which supports the statement of Direct Labor; Fringe Benefits and General Overhead, on the basis of accounting prescribed by the Federal Acquisition Regulations (FAR); Title 48, Parts 31.105 and 31.2. The General Overhead Item consists of indirect labor which is labor not directly charged to a specific task on an individual project; federal income tax; insurance; allowable bad debt expense; depreciation and amortization; building services;

OTHER DIRECT EXPENSES		
Type	**Unit**	**Cost**
Mileage	mile	$ 0.56
Photocopies	sheet	$ 0.10
Blueline/Blackline Prints	sheet	$ 2.00
Deed/Copies	sheet	$ 1.00
Certified Deed Copies	sheet	$ 2.00
Mylar (11x17)	sheet	$ 3.00
Mylar (22x34)	sheet	$ 6.00

ATTACHMENT E - 2
RATE SHEETS

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

PRIME OR SUBPROVIDER NAME: **CVQ Land Surveyors**

Direct Labor	Negotiated	Contract Rate			
Labor/Staff Classification	Hourly Base Rate	FY 14/15			
Principal / Sr. Manager / Senior Survey Manager		$200.00			
Project Surveyor (RPLS)		$150.00			
Senior Survey Tech / SIT		$105.00			
Survey Technician		$75.00			
CADD Operator		$65.00			
Clerical / Admin.		$50.00			
Abstractor		$65.00			
1-Person Survey Crew		$80.00			
2-Person Survey Crew		$130.00			
3-Person Survey Crew		$168.00			
4-Person Survey Crew		$198.00			

Negotiated Overhead Rate: N/A
Negotiated Profit Rate: N/A

Contract Rates include labor, overhead, and profit.
All rates are negotiated rates and are not subject to change or adjustment.
For Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours required. Rates billed should correspond to the fiscal or calendar year, if applicable, in which the hours were worked. If rates by year are included, the rates for the last year shown apply to all later years. If only one set of rates is included, with no year designation, the rates shown apply to all later years.
For Lump Sum Payment Basis - Physical percent complete to be billed. Documentation of hours not required.
Any staffing or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work

NOTES:
1.) In all future Work Authorizations after Work Authorization No.1; the Administrative Assistant cost will be absorbed in the overall multiplier; unless specific task are approved by the Authority allowing the Administrative Assistant's time to be allotted for task outside the overall multiplier.
2.) Engineer and Board will review rates after the year 2013 to determine if any rates need to be escalated for inflation which if required will not exceed 2% per annum. If agreed that rates need to be modified; then all rate changes will be modified by Work Authorization and will require Board approval.
3.) The Engineer's policy is to prepare its overhead schedules which supports the statement of Direct Labor; Fringe Benefits and General Overhead, on the basis of accounting prescribed by the Federal Acquisition Regulations (FAR); Title 48, Parts 31.105 and 31.2. The General Overhead Item consists of indirect labor which is labor not directly charged to a specific task on an individual project; federal income tax; insurance; allowable bad debt expense; depreciation and amortization; building services;

OTHER DIRECT EXPENSES		
Type	**Unit**	**Cost**
Mileage	mile	$ 0.56
Photocopies	sheet	$ 0.10
Blueline/Blackline Prints	sheet	$ 2.00
Deed/Copies	sheet	$ 1.00
Certified Deed Copies	sheet	$ 2.00
Mylar (11x17)	sheet	$ 3.00
Mylar (22x34)	sheet	$ 6.00

Quintanilla, Headley and Associates, Inc.
Survey Services for the HCRMA

Attachment E-3
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)

Schedule Duration: June 18, 2014 to August 1, 2014

IBTC Surveying Services - Exhibit B-1

LIMITS: From the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493 (As-Assigned by the HCRMA)

SURVEY SERVICES DESCRIPTION	Principal / Sr. Manager / Senior survey Manager	Project Surveyor (RPLS)	Senior Survey Tech / SIT	Survey Technician	CADD Operator	Clerical / Admin.	Abstractor	1-Person Survey Crew	2-Person Survey Crew	3-Person Survey Crew	4-Person Survey Crew	Total Labor Hrs.	Remarks	Task Cost
Sectio 7 Parcel Surveys (Exhibit B-1)														
Parcels: 298 P1, 298 P2, 299 P1, 299P2, 300, 40ft Roadway between 299 P1 and 299P2														
Coordination, Admin, Research and Abstracting	3	8										11		$ 1,800.00
Field Work		4	0							32		36		$ 5,976.00
Office Work / Delivery Preparation	3	2		10	20	8	5					48		$ 3,675.00
Subtotal	**6**	**14**	**0**	**10**	**20**	**8**	**5**	**0**	**0**	**32**	**0**	**95**		**$ 11,451.00**
Total Manhours by Classification	**6**	**14**	**0**	**10**	**20**	**8**	**5**	**0**	**0**	**32**		**95**		
Contract Hourly Rate by Classification	$ 200.00	$ 150.00	$ 105.00	$ 75.00	$ 65.00	$ 50.00	$ 65.00	$ 80.00	$ 130.00	$ 168.00	$ 198.00			
Total Fee by Classification	$ 1,200.00	$ 2,100.00	$ -	$ 750.00	$ 1,300.00	$ 400.00	$ 325.00	$ -	$ -	$ 5,376.00	$ -	$ 11,451.00		
% Utilization by Over 6 months	**0.58%**	**1.35%**	**0.00%**	**0.96%**	**1.93%**	**0.77%**	**0.48%**	**0.00%**	**0.00%**				**CHECK (MHRs):**	
% of Total Labor Hours	**6.32%**	**14.74%**	**0.00%**	**10.53%**	**21.05%**	**8.42%**	**5.26%**	**0.00%**	**0.00%**			**100.00%**	**95**	
% of Total Labor Cost	**10.48%**	**18.34%**	**0.00%**	**6.55%**	**11.35%**	**3.49%**	**2.84%**	**0.00%**	**0.00%**			**100.00%**	**CHECK (LABOR):**	
TOTAL DIRECT LABOR COST													**$ 11,451.00**	**$ 11,451.00**
DIRECT EXPENSES	**Rate**	**Unit**	**Amount**	**Total**										
Mileage	$ 0.56	Mile	0	$ -									$ -	
Photocopies	$ 0.10	Sheet	0	$ -									$ -	
Blueline/Blackline Prints	$ 2.00	Sheet	0	$ -									$ -	
Deed/Copies	$ 1.00	Sheet	0	$ -									$ -	
Certified Deed Copies	$ 2.00	Sheet	0	$ -									$ -	
Mylar (11x17)	$ 3.00	Sheet	0	$ -									$ -	
Mylar (22x34)	$ 6.00	Sheet	0	$ -									$ -	
TOTAL DIRECT EXPENSES				$ -										**$ -**
SPECIAL SERVICES FEE (SUBCONSULTANTS)														**DBE Participation 0.00%**
Name	**Task(s) Summary**													
TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS)														**$ -**
GRAND TOTAL														**$ 11,451.00**

Quintanilla, Headley and Associates, Inc.
Survey Services for the HCRMA

Attachment E-3
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)

Schedule Duration: June 18, 2014 to August 1, 2014

IBTC Surveying Services

LIMITS: From the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493 (As-Assigned by the HCRMA)

SURVEY SERVICES DESCRIPTION	Principal / Sr. Manager / Senior survey Manager	Project Surveyor (RPLS)	Senior Survey Tech / SIT	Survey Technician	CADD Operator	Clerical / Admin.	Abstractor	1-Person Survey Crew	2-Person Survey Crew	3-Person Survey Crew	4-Person Survey Crew	Total Labor Hrs.	Remarks	Task Cost
Section 7 Parcel Surveys (Exhibit B-2)														
Parcels: 236-268, T 25														
Coordination, Admin, Research and Abstracting	1	1					16					18		$ 1,390.00
Field Work	2	1							40			43		$ 5,750.00
Office Work / Delivery Preparation	2	5	0	28	28							63		$ 5,070.00
Quality Assurance / Quality Control Review	2	7										9		$ 1,450.00
Subtotal	**7**	**14**	**0**	**28**	**28**	**0**	**16**	**0**	**40**	**0**	**0**	**133**		**$ 13,660.00**
Total Manhours by Classification	**7**	**14**	**0**	**28**	**28**	**0**	**16**	**0**	**40**	**0**	**0**	**133**		
Contract Hourly Rate by Classification	$ 200.00	$ 150.00	$ 105.00	$ 75.00	$ 65.00	$ 50.00	$ 65.00	$ 80.00	$ 130.00	$ 168.00	$ 198.00			
Total Fee by Classification	$ 1,400.00	$ 2,100.00	$ -	$ 2,100.00	$ 1,820.00	$ -	$ 1,040.00	$ -	$ 5,200.00	$ -	$ -	$ 13,660.00		
													CHECK (MHRs):	
% Utilization by Over 6 months	**0.67%**	**1.35%**	**0.00%**	**2.70%**	**2.70%**	**0.00%**	**1.54%**	**0.00%**	**3.85%**				**133**	
% of Total Labor Hours	**5.26%**	**10.53%**	**0.00%**	**21.05%**	**21.05%**	**0.00%**	**12.03%**	**0.00%**	**30.08%**			**100.00%**	**CHECK (LABOR):**	
% of Total Labor Cost	**10.25%**	**15.37%**	**0.00%**	**15.37%**	**13.32%**	**0.00%**	**7.61%**	**0.00%**	**38.07%**			**100.00%**	**$ 13,660.00**	
TOTAL DIRECT LABOR COST														**$ 13,660.00**
DIRECT EXPENSES	**Rate**	**Unit**	**Amount**	**Total**										
Mileage	$ 0.56	Mile	0	$ -									**$ -**	
Lodging/Hotel (Current State Rate)	$ 83.00	Person/Night	0	$ -									**$ -**	
Meals (Current State Rate)	$ 46.00	Person/Day	0	$ -									**$ -**	
Photocopies	$ 0.10	Sheet	0	$ -									**$ -**	
Blueline/Blackline Prints	$ 2.00	Sheet	0	$ -									**$ -**	
Deed/Copies	$ 1.00	Sheet	0	$ -									**$ -**	
Certified Deed Copies	$ 2.00	Sheet	0	$ -									**$ -**	
Map Recors	$ 8.00	Page	0	$ -									**$ -**	
Mylar (11x17)	$ 3.00	Sheet	0	$ -									**$ -**	
Mylar (22x34)	$ 6.00	Sheet	0	$ -									**$ -**	
GPS Receiver	$ 31.35	Hour	0	$ -									**$ -**	
Sub-Bottom Profiler	$ 100.00	Day	0	$ -									**$ -**	
Fathometer	$ 200.00	Day	0	$ -									**$ -**	
Flashing Arrow Board	$ 35.00	Hour	0	$ -									**$ -**	
Type II ROW Marker	$ 25.63	Marker	0	$ -									**$ -**	
Boat with Motor	$ 125.00	Day	0	$ -									**$ -**	
24' Crew Boat	$ 400.00	Day	0	$ -									**$ -**	
All Terrain Vehicle	$ 200.00	Day	0	$ -									**$ -**	
TOTAL DIRECT EXPENSES				$ -										**$ -**
SPECIAL SERVICES FEE (SUBCONSULTANTS)														**DBE Participation 0.00%**
Name	**Task(s) Summary**													
TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS)														**$ -**
GRAND TOTAL														**$ 13,660.00**

ATTACHMENT F

WORK SCHEDULE

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Alfonso Quintanilla, P.E. # 95534 R.P.L.S. # 4656 Eubio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects + Subdivisions + Surveys
124 E. Stubbs, Edinburg, Texas 78539
Phone 956/381-6480 Fax 956/381-5527
Email: office@qhaengineering.com
www.qhaengineering.com

IBTC SURVEY SERVICES

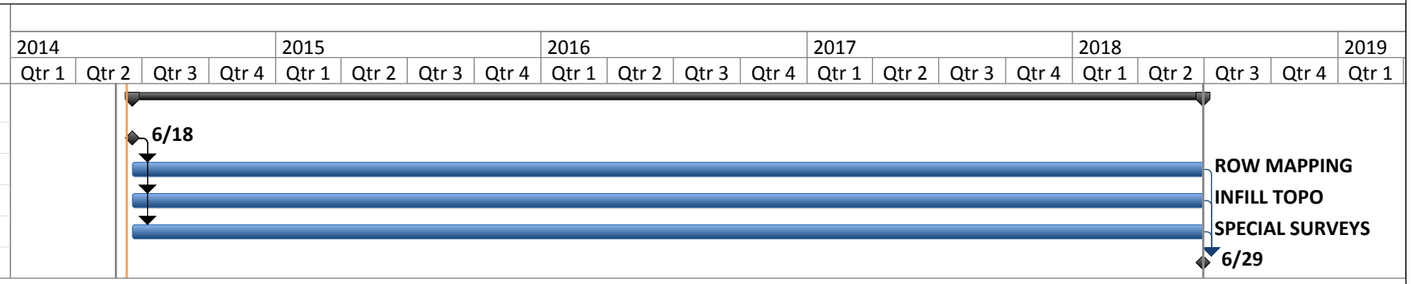
FROM THE INTERCHANGE WITH SH365 TO I-2

AND FROM THE VALLEY VIEW INTERCHANGE TO FM 493

ATTACHMENT F WORK SCHEDULE

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

ID	Task Name	Duration	Start	Finish
1	**IBTC SURVEY CONTRACT**	**1053 days**	**Wed 6/18/14**	**Fri 6/29/18**
2	CONTRACT EXECUTED	0 days	Wed 6/18/14	Wed 6/18/14
3	ROW MAPPING	1053 days	Wed 6/18/14	Fri 6/29/18
4	INFILL TOPO	1053 days	Wed 6/18/14	Fri 6/29/18
5	SPECIAL SURVEYS	1053 days	Wed 6/18/14	Fri 6/29/18
6	CONTRACT COMPLETE	0 days	Fri 6/29/18	Fri 6/29/18



Project: IBTC Survey Schedule
Date: Tue 6/10/14

Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline
Split	External Tasks	Inactive Summary	Manual Summary	Progress
Milestone	External Milestone	Manual Task	Start-only	
Summary	Inactive Task	Duration-only	Finish-only	

ATTACHMENT G

Contract Deliverables/Computer Graphics Files for Document and Information Exchange
(if determined by the Authority to be applicable to this Agreement)

ATTACHMENT G

Contract Deliverables/Computer Graphics Files for Document and Information Exchange
(if determined by the Authority to be applicable to this Agreement)

G.1 Project Deliverables

A. Electronic File Deliverables

a. All consultants will need to store their working files and utilize the provided ProjectWise file system to conduct their daily work, invoicing, and official submittals unless otherwise directed to deviate from this requirement.
b. Electronic files shall be submitted to Authority in readable CDs/DVDs or an external hard drive, or alternatively, through a share site
    i. Formatting and document files shall comply with TxDOT manuals, unless the Surveyor and the Authority agree in writing to utilize a different format or document file type
    ii. CDs/DVDs shall be labeled to reflect:
        1. CSJ (if required)
        2. County
        3. Highway or Project
        4. Date of production
        5. Status of project (interim or final)
        6. Volume sequence (disc 1 of 3, for example)
    iii. The standard director for each CD/DVD shall be:
        1. CSJ_DIR Structure (XXXXXXX)
        2. ADVANCES PLANNING
        3. ENVIRONMENTAL
        4. PROJECT COORDINATION
            a. County
            b. Cities (by name)
            c. Financial
            d. MPO
        5. ROW
            a. Field notes
            b. Maps
            c. Plats
            d. Utility SUE
        6. SCHEMATIC
            a. Final
            b. Preliminary
        7. SURVEY
            a. Construction
            b. Design
        8. CONSTRUCTION
            a. CHG ORDERS
            b. P3-SCH
                i. Construction
                ii. Design
        9. PROCUREMENT

ATTACHMENT G

Contract Deliverables/Computer Graphics Files for Document and Information Exchange
(if determined by the Authority to be applicable to this Agreement)

10. CORRESPONDENCE
    a. ADVANCED PLANNING
    b. CONSTRUCTION
    c. DESIGN
    d. ENVIRONMENTAL
    e. ROW
        i. Division
        ii. Owners
        iii. SUE
11. UTILITIES
    a. Electric
    b. Gas
    c. Waste Water
        i. Surveying Firm
    d. Water
        i. Surveying Firm
    e. Telephone
    f. Cable
    g. TxDOT TMS
    h. MPO
    i. Sponsor Agency
12. DESIGN
    a. Batch plot
    b. Bridge
    c. Drainage
    d. Estimate
        i. Preliminary
        ii. Final
    e. General
    f. Geopak
    g. Miscellaneous
    h. Pavement Design
    i. PS&E
    j. REF Files
    k. Roadway
        i. Driveways
    l. Standards
        i. Bridge
        ii. Drainage
        iii. Illumination
        iv. Electric
        v. Pavement Markers
        vi. Retaining Walls
        vii. Roadway
        viii. Signing

ix. SW3P
x. TCP
xi. TMS
xii. Traffic Signals

m. Summary
n. TCP
o. Traffic
p. Walls

13. DOCUMENTS
14. MSTN_File Structure
15. OLD FILES

c. Hard copies of maps and reports shall be submitted to the RMA in clean, readable versions with an electronic back up for Authority files

B. A "readme" file shall be created and placed under the "documents" subdirectory. The readme file will be composed of the minimum directory structure detailed above and modified to list particular files that are contained under the various subdirectories. This information will guide the end user to the location of particular files. In addition to the file information, the readme file should contain the general project information such as CSJ, limits of construction, and types of improvements.

C. Formatting
   a. All CADDSEALS placed on finished documents are to remain on that document and should not be removed.
   b. All design file standards are MicroStation drawing files (*.dgn).
   c. Where possible, *.dgn files should have a *pdf companion file.

G.2. PHASE II – Advanced Project Deliverables

Project electronic deliverables for the following types of surveying work will be established in the appropriate work authorization.

A. Geotechnical Deliverables
B. Schematic Deliverables
C. Field Surveying Deliverables
D. Right of Way Deliverables
E. PS&E Deliverables

ATTACHMENT H

DBE PARTICIPATION

ATTACHMENT H-MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN TXDOT AND HCRMA

ATTACHMENT H-MOU

MEMORANDUM OF UNDERSTANDING REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS ENTERPRISE PROGRAM BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

This Memorandum of Understanding is by and between the **TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT"),** an agency of the State of Texas; and the Hidalgo County Regional Mobility Authority, a mobility authority created under the provisions of Chapter 370, Texas Transportation Code (the "RMA").

Whereas, from time to time from the Authority receives federal funds from the Federal Highway Administration ("FHWA") through TxDOT to assist the Authority with the construction and design of projects partially or wholly funded through FHWA; and

Whereas, the Authority, as a sub-recipient of federal funds, is required by 49 CFR 26, to implement a program for disadvantaged business enterprises ("DBEs"), as defined by 49 CFR 26 ("DBE Program"); and

Whereas, TxDOT has implemented a DBE Program that is approved by the Federal Highway Administration (FHWA) pursuant to 49 CFR part 26; and

Whereas, as a condition of receiving federal funds from FHWA through TxDOT, certain aspects of the Authority's procurement of construction and design services are subject to review and/or concurrence by TxDOT; and

Whereas, the Authority and TxDOT undertake substantially similar roadway construction projects and design projects and construct and design their respective projects using substantially the same pool of contractors; and

Whereas, the Authority desires to implement a federally compliant DBE Program by adopting the TxDOT approved program, as recommended by FHWA; and

Whereas, TxDOT and the Authority find it appropriate to enter into this Memorandum of Understanding to memorialize the obligations, expectations and rights each has as related to the Authority's adoption of the TxDOT DBE Program to meet the federal requirements;

Now, therefore, TxDOT and the Authority, in consideration of the mutual promises, covenants and conditions made herein, agree to and acknowledge the following:

(1) TxDOT has developed a DBE Program and annually establishes a DBE goal for Texas that are federally approved and compliant with 49 CFR 26 and other applicable laws and regulations.

(2) The Authority anticipates being a sub-recipient of federal assistance for construction projects and design projects and, in accordance with 49 CFR § 26.21, must implement a federally approved DBE Program. The Authority receives its federal assistance through TxDOT. As a sub-recipient, the Authority has the option of developing its own program or adopting and operating under TxDOT's federally approved DBE Program. The FHWA recommends that sub-recipients, such as the Authority, adopt the DBE program, administered through TxDOT, and the Authority by its prescribed protocol adopted the TxDOT DBE Program on August 8, 2007.

(3) This Memorandum of Understanding evidences FHWA's and TxDOT's consent to the adoption of the TxDOT DBE Program by the Authority to achieve its DBE participation in federally assisted Construction

and Design Projects.

(4) The parties will work together in good faith to assure effective and efficient implementation of the DBE Program for the Authority and for TxDOT.

(5) the Authority and TxDOT have agreed upon the following delegation of responsibilities and obligations in the administration of the DBE Program adopted by the Authority:

(a) The Authority will be responsible for project monitoring and data reporting to TxDOT. The Authority will furnish to TxDOT any required DBE contractor compliance reports, documents or other information as may be required from time to time to comply with federal regulations. TxDOT will provide the necessary and appropriate reporting forms, if any, to the Authority.

(b) The Authority will recommend contract-specific DBE goals, if any, consistent with TxDOT's DBE guidelines and in consideration of the local market, project size, and nature of the good(s) or service(s) to be acquired. The Authority's recommendation may be that no DBE goals are set on any particular project or portion of a project or that proposed DBE goals be modified. The Authority and TxDOT will work together to achieve a mutually acceptable goal; however, TxDOT will retain final decision-making authority on those issues.

(c) TxDOT will cooperate with the Authority in an effort to meet the timing and other requirements of the Authority's projects.

(d) The Authority will be solely responsible for the solicitation and structuring of bids and bid documents to procure goods and services for its Construction and Design Projects and will be responsible for all costs and expenses incurred in its procurements.

(e) The DBEs eligible to participate on TxDOT construction projects or design projects also will be eligible to participate on the Authority's construction projects or design projects subject to the DBE Program, unless otherwise prohibited from bidding on a the Authority's project under applicable law or the Authority's procurement policy. The DBEs will be listed on TxDOT's website under the Texas Unified Certification Program (TUCP).

(f) The Authority will conduct investigations and provide reports with recommendations to TxDOT concerning any DBE Program compliance issues that may arise due to project specific requirements such as Good Faith Effort (GFE), Commercially Useful Function (CUF), etc. The Authority and TxDOT will work together to achieve a mutually acceptable goal; however, TxDOT will retain final decision-making authority on those issues and reserves the right to perform compliance reviews by TxDOT's Office of Civil Rights (OCR).

(g) The Authority will designate a liaison officer to coordinate efforts with TxDOT's DBE Program administrators and to respond to questions from the public and private sector regarding the Authority's administration of the DBE Program through TxDOT.

(h) The Authority will be responsible for providing TxDOT with DBE project awards and DBE Commitments, monthly DBE reports, DBE Final Reports, DBE shortfall reports, and annual and updated goal analysis and reports.

(i) TxDOT will be responsible for maintaining a directory of firms eligible to participate in the DBE Program, and providing business development and outreach programs. The Authority and TxDOT will work cooperatively to provide supportive services and outreach to DBE firms in the Hidalgo County area.

(j) The Authority will submit DBE semi-annual progress reports to TxDOT.

(k) The Authority will participate in TxDOT sponsored training classes to include topics on DBE Annual Goals, DBE Goal Setting for Construction Projects and Design Projects, DBE Contract Provisions, and DBE Contract Compliance, which may include issues such as DBE Commitments, DBE Substitution, and Final DBE Clearance. TxDOT will include DBE contractors performing work on the Authority projects in the DBE Education and Outreach Programs.

(6) In the event there is a disagreement between TxDOT and the Authority about the implementation of the TxDOT DBE Program by the Authority, the parties agree to meet within ten (10) days of receiving a written request from the other party of a desire to meet to resolve any disagreement. The parties will make good faith efforts to resolve any disagreement as efficiently as is reasonably possible in consultation with FHWA. Non-compliance by the Authority can result in restitution of federal funds to TxDOT and withholding of further federal funds upon consultation with FHWA.

(7) This Memorandum of Understanding becomes effective upon execution by all parties and automatically renews each year unless a party notifies the other parties of its intent to terminate the agreement.

(8) If this Memorandum of Understanding is terminated for any reason, the Authority will be allowed reasonable time in which to seek approval from FHWA for an alternative DBE Program, without being deemed non-compliant with 49 CFR Part 26.

(9) This Memorandum of Understanding applies only to projects for which the Authority is a sub-recipient of federal funds through TxDOT. The Authority may also implement a Minority and Women-Owned Small Business Enterprise (M/W/SBE) policy and program that applies to projects for which it is not a sub-recipient of federal funds through TxDOT and which are not subject to the TxDOT DBE Program. The Authority may, at its option, use some aspects of the TxDOT DBE Program and other similar programs in implementing its other policies and programs for its non-federally funded projects.

(10) The following attachments to this Memorandum of Understanding ("MOU") are incorporated as if fully set out herein for all purposes: Attachment A - FHWA Memorandum HCR-1/HIF-1 (relating to access required by the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973); Attachment B - SPECIAL PROVISION 000-461; Attachment C - Comprehensive Development Agreement (CDA) DBE Provisions (with TxDOT's DBE Program attached); and Attachment D - 49 CFR §26.13 (contractual assurances). In the case of any conflict between the SPECIAL PROVISION and CDA DBE Provisions and TxDOT's DBE Program, the provisions of the first two documents shall prevail in regard to CDAs only.

(11) The following procedure shall be observed by the parties in regard to any notifications:

(a) Any notice required or permitted to be given under this Memorandum of Understanding shall be in writing and may be effected by personal delivery, by hand delivery through a courier or a delivery service, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party, at the following address:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY:

Dennis Burleson
Chairman
c/o LRGVDC
311 N. 15th Street

McAllen, Texas 78501-4705

With a copy to:

Blakely L. Fernandez
Tuggey Rosenthal Pauerstein Sandoloski Agather LLP
755 E. Mulberry, Ste. 200
San Antonio, Texas 78212

TEXAS DEPARTMENT OF TRANSPORTATION

Amadeo Saenz, Jr. P.E.
Executive Director
125 E. 11th Street
Austin, Texas 78701

(b) Notice by personal delivery or hand delivery shall be deemed effective immediately upon delivery, provided notice is given as required by Paragraph (a) hereof. Notice by registered or certified mail shall be deemed effective three (3) days after deposit in a U.S. mailbox or U.S. Post Office, provided notice is given as required by Paragraph (a) hereof.

(c) Either party hereto may change its address by giving notice as provided herein.

(12) This Memorandum of Understanding may be modified or amended only by written instrument, signed by both the Authority and the TxDOT and dated subsequent to the date(s) of this MOU. Except as authorized by the respective parties, no official, employee, agent, or representative of the parties has any authority, either express or implied, to modify or amend this MOU.

(13) The provisions of this MOU are severable. If any clause, sentence, provision, paragraph, or article of this MOU, or the application of this MOU to any person or circumstance is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not impair, invalidate, nullify, or otherwise affect the remainder of this MOU, but the effect thereof shall be limited to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or unenforceable, and the application of such clause, sentence, provision, paragraph, or article to other persons or circumstances shall not be affected; provided, however, the Authority and TxDOT may mutually agree to terminate this Memorandum of Understanding.

(14) The following provisions apply in regard to construction of this MOU:

(a) Words of any gender in this MOU shall be construed to include the other, and words in either number shall be construed to include the other, unless the context in this MOU clearly requires otherwise.

(b) When any period of time is stated in this MOU, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday, or national holiday, or state or county holiday, these days shall be omitted from the computation. All hours stated in this MOU are stated in Central Standard Time or in Central Daylight Savings Time, as applicable.

(15) This Memorandum of Understanding shall not be construed in any way as a waiver by the parties of any immunities from suit or liability that parties may have by operation of law, and the parties hereby retain all of their respective affirmative defenses.

ATTACHMENT H-MOU (CONTINUED)

**MEMORANDUM OF UNDERSTANDING
REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS ENTERPRISE PROGRAM BY
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

EXECUTED by TxDOT and the Authority, acting through each duly authorized official and effective on the latest date signed.

The signatories below confirm that they have the authority to execute this MOU and bind their principles.

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Amadeo Saenz, Jr. P.E.
Executive Director

Date: 3/13/08

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Dennis Burleson
Chairman

Date: 2/13/2008

Attachment H-Instructions
As Per 49CFR 26.21

The following pages contain six (6) different Attachments to Attachment H covering participation of HUB and DBE providers and subproviders. The correct form to use is determined by whether the Agreement is funded in whole or part by federal funds State funds or Authority funds, and whether or not a HUB/DBE goal has been set for the Agreement. The following pages contain separate reporting forms for federally funded DBE participation and Authority funded HUB participation. **Select the forms that are appropriate for your Agreement and delete the rest along with these instructions from the final Agreement.**

Federally Funded Contracts
Attachment H-FG, Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts ♦ This provision is applicable to federally funded contracts with assigned DBE goals. ♦ The appropriate forms for this provision are Attachments H-1, H-2, H-3 and H-4 and H-5. A copy of each form is required in the contract. ♦ Note: if the contract requires work authorizations, a completed Attachment H-2 will be required with each Work Authorization, if a DBE will be performing work. If a non-DBE subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form. ♦ Attachment H-3 must be submitted monthly to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ Attachment H-3 must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-FN, Disadvantaged Business Enterprise (DBE) for Race Neutral Professional or Technical Services Contracts ♦ This provision is applicable to federally funded contracts with no DBE goal assigned. ♦ If no subcontractors will be used, the appropriate forms for this provision are Attachments H-3 and H-5. A copy of each form is required in the contract. ♦ Note: If subcontractors are used, the required forms would be Attachments H-1, H-2, H-3, H-4 and H-5. A copy of each form is required in the contract. ♦ Attachment H-3 must be submitted monthly to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ Attachment H-3 must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-3, Texas Department of Transportation Subprovider Monitoring System for Federally Funded Contracts. This is a Monthly Progress Assessment Report. ♦ Required for all federally funded contracts. ♦ This form is required monthly and must be submitted to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ This form must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-5, Federal Subprovider and Supplier Information Required for all federally funded contracts.

State Funded Contracts

Attachment H-SG, Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts, State of Texas HUB Subcontracting Plan Required

- This provision is applicable to state funded contracts with a HUB goal assigned.
- The appropriate reporting forms for this provision are Attachments H-1, H-2, H-4, and H-6 (Texas Building and Procurement Commission [TBPC] State of Texas HUB Subcontracting Plan (HSP), Prime Contractor Assessment Report). A copy of each form is required in the contract.
- Note: if the contract requires work authorizations, a completed Attachment H-2 will be required with each Work Authorization, if a HUB will be performing work. If a non-HUB subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form.
- Attachment H-6 will be required monthly and must be submitted to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report.
- Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

Attachment H-SN, Historically Underutilized Business (HUB) Participation for State Funded Professional or Technical Services Contracts, No State of Texas HUB Subcontracting Plan Required

- This provision is applicable to state funded contracts with no HUB subcontracting plan required and no HUB goal assigned. If no subcontractors are used, the appropriate forms for this provision are Attachments H-1 and H-6.
- Note: If subcontractors are used, the required forms would be Attachments H-1, H-2, H-4 and H-6. A copy of each form is required in the contract.
- Attachment H-6 must be submitted monthly to the AUTHORITY Office even though there is no invoice being submitted or subcontracting to report.
- Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

Attachment H-6, HUB Subcontracting Plan (HSP) Prime Contractor Professional Assessment Report. This is a Monthly Progress Assessment Report. This is a Texas Building and Procurement Commission (TBPC) form and cannot be altered.

- Required for all State funded contracts.
- Attachment H-6 is required monthly and should be submitted to the AUTHORITY Office. This is a requirement even though there is no invoice being submitted or subcontracting to report.
- A copy of Attachment H-6 must be submitted when supplying an invoice to the appropriate agency contact for payment.
- The "Object Code" section(s) on this form should remain blank.

ATTACHMENT H-FG
Disadvantaged Business Enterprise (DBE)
for Federal-Aid Professional or Technical Services Contracts

1) **PURPOSE.** The purpose of this attachment is to carry out the Authority and the U.S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of the AUTHORITY and DOT assisted contracts and creating a level playing field on which firms owned and controlled by minority or socially and economically disadvantaged individuals can compete fairly for the AUTHORITY and DOT assisted contracts.
2) **POLICY.** It is the policy of the AUTHORITY and DOT and the Texas Department of Transportation (henceforth the "Department") that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, Subpart A and the Department's Disadvantaged Business Enterprise Program, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, and the Department's Disadvantaged Business Enterprise Program, apply to this contract as follows.
   a. The Provider will offer Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, Subpart A and the Authority/Department Disadvantaged Business Enterprise Program, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Provider shall make a good faith effort to meet the Disadvantaged Business Enterprise goal for this contract.
   b. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. The requirements of this Special Provision shall be physically included in any subcontract.
   c. When submitting the contract for execution by the Authority, the Provider must complete and furnish Attachment H-1 which lists the commitments made to certified DBE subprovider(s) that are to meet the contract goal and Attachment H-2 which is a commitment agreement(s) containing the original signatures of the Provider and the proposed DBE(s). For Work Authorization Contracts, Attachment H-1 is required at the time of submitting the contract for execution by the Authority/Department. Attachment H-2 will be required to be completed and attached with each work authorization number that is submitted for execution, if the DBE will be performing work**.** Any substitutions or changes to the DBE subcontract amount shall be subject to prior written approval by the Authority/Department. If non-DBE subprovider is performing work, insert N/A (not applicable) on the line provided.
   d. Failure to carry out the requirements set forth above shall constitute a material breach of this contract and may result; in termination of the contract by the Authority/Department; in a deduction of the amount of DBE goal not accomplished by DBEs from the money due or to become due to the Provider, not as a penalty but as liquidated damages to the Authority/Department; or such other remedy or remedies as the Authority/Department deems appropriate.
3) **DEFINITIONS.**
   a. "Authority/Department" means Hidalgo County Regional Mobility Authority (HCRMA) and the Texas Department of Transportation (TxDOT).
   b. "Federal-Aid Contract" is any contract between the Texas Department of Transportation and a Provider which is paid for in whole or in part with U. S. Department of Transportation (DOT) financial assistance.
   c. "Provider" is any individual or company that provides professional or technical services.
   d. "DBE Joint Venture" means an association a DBE firm and one (1) or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work

of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest.

e. "Disadvantaged Business Enterprise (DBE)" means a firm certified as such by the Authority/Department in accordance with 49 CFR Part 26.

f. "Good Faith Effort" means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

g. "Race-neutral DBE Participation" means any participation by a DBE through customary competitive procurement procedures.

4) **PERCENTAGE GOAL.** The goal for Disadvantaged Business Enterprise (DBE) participation in the work to be performed under this Agreement is **0.0%** of the Agreement amount.

5) **PROVIDER'S RESPONSIBILITIES.** A DBE prime may receive credit toward the DBE goal for work performed by his-her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported to the Authority/Department.

a. A Provider who cannot meet the contract goal, in whole or in part, shall document the "Good Faith Efforts" taken to obtain DBE participation. The following is a list of the types of actions that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

(1) Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.

(2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Provider might otherwise prefer to perform the work items with its own forces.

(3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) Negotiating in good faith with interested DBEs by making a portion of the work available to DBE subproviders and suppliers and selecting those portions of the work or material needs consistent with the available DBE subproviders and suppliers.

(5) The ability or desire of the Provider to perform the work of a contract with its own organization does not relieve the Provider's responsibility to make a good faith effort. Additional costs involved in finding and using DBEs is not in itself sufficient reason for a Provider's failure to meet the contract DBE goal, as long as such costs are reasonable. Providers are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.

(7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Provider.

(8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

(9) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, County, State and Federal minority/women business

assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

(10) If the Authority/Department's Director of the Business Opportunity Programs Office determines that the Provider has failed to meet the good faith effort requirements, the Provider will be given an opportunity for reconsideration by the Director of the appropriate Division.

NOTE: The Provider must not cause or allow subproviders to bid their services.

b. The preceding information shall be submitted directly to the Chair of the Hidalgo County Regional Mobility Authority (Authority) responsible for the project.

c. The Provider shall make all reasonable efforts to honor commitments to DBE subproviders named in the commitment submitted under Section 2.c. of this attachment. Where the Provider terminates or removes a DBE subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Authority/Department that the originally designated DBE was not able or willing to perform.

d. The Provider shall make a good faith effort to replace a DBE subprovider that is unable or unwilling to perform successfully with another DBE, to the extent needed to meet the contract goal. The Provider shall submit a completed Attachment H-2 Form for the substitute firm(s). Any substitution of DBEs shall be subject to prior written approval by the Authority /Department. The Authority /Department may request a statement from the firm being replaced concerning its replacement prior to approving the substitution.

e. The Provider shall designate a DBE liaison officer who will administer the DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.

f. Providers are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

6) **ELIGIBILITY OF DBEs.**

a. The Authority/Department certifies the eligibility of DBEs, DBE joint ventures and DBE truck-owner operators to perform DBE subcontract work on DOT financially assisted contracts.

b. This certification will be accomplished through the use of the appropriate certification schedule contained in this Authority/Department's DBE program.

c. The Authority/Department publishes a Directory of Disadvantaged Business Enterprises containing the names of firms that have been certified to be eligible to participate as DBEs on DOT financially assisted contracts. The directory is available from the Authority's/Department's Business Opportunity Programs Office. The Texas Unified Certification Program DBE Directory can be found on the Internet at: http://www.dot.state.tx.us/services/business_opportunity_programs/tucp_dbe_directory.htm .

d. Only DBE firms certified at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. and 5.d. above. For purposes of the DBE goal on this contract, DBEs will only be allowed to perform work in the categories of work for which they were certified.

7) **DETERMINATION OF DBE PARTICIPATION.**

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subprovider is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract in order for payments to be credited toward meeting the contract goal. A DBE performs a commercially useful function when it is responsible for executing the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself . When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider may count toward its DBE goal a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Authority/Department's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority/Department.

8) **RECORDS AND REPORTS.**
   a. After submission of the initial commitment reported (Attachment H-1), required by Section 2.c. of this attachment, the Provider shall submit Monthly Progress Assessment Reports (Attachment H-3), after contract work begins, on DBE involvement to meet the goal and for race-neutral participation. One copy of each report is to be sent to the Authority/Department's Business Opportunity Programs Office monthly, in addition one copy is to be submitted with the Provider's invoice. **Only actual payments made to subproviders are to be reported.** These reports will be required until all subprovider activity is completed. The Authority/Department may verify the amounts being reported as paid to DBEs by requesting copies of canceled checks paid to DBEs on a random basis.
   b. DBE subproviders should be identified on the report by name, type of work being performed, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount. These reports will be due within fifteen (15) days after the end of a calendar month. Reports are required even when no DBE activity has occurred in a billing period.
   c. All such records must be retained for a period of four (4) years following final payment or until any investigation, audit, examination, or other review undertaken during the four (4) years is completed, and shall be available at reasonable times and places for inspection by authorized representatives of the Authority or Texas Department of Transportation or the DOT.
   d. Prior to receiving final payment, the Provider shall submit a Final Report (Attachment H-4), detailing the DBE payments. The Final Report is to be sent to the Authority/Department's Business Opportunity Programs Office and one (1) copy to be submitted with the Provider's final invoice. If the DBE goal requirement is not met, documentation of the good faith efforts made to meet the goal must be submitted with the Final Report.
9) **COMPLIANCE OF PROVIDER.** To ensure that DBE requirements of this DOT-assisted contract are complied with, the Authority/Department will monitor the Provider's efforts to involve DBEs during the performance of this contract. This will be accomplished by a review of Monthly Progress Assessment Reports (Attachment H-3), submitted to the Authority/Department's Business Opportunity Programs Office

by the Provider indicating his progress in achieving the DBE contract goal, and by compliance reviews conducted by the Authority/Department. The Monthly Progress Assessment Report (Attachment H-3) must be submitted at a minimum monthly to the Business Opportunity Programs Office, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the DBE goal based on actual payments to the DBE subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice. The Provider shall contact the Authority/Department if he/she withholds or reduces payment to any DBE subprovider.

(1) A DBE firm is paid but does not assume contractual responsibility for performing the service;
(2) A DBE firm does not perform a commercially useful function;
(3) Payment is made to a DBE that cannot be linked by an invoice or canceled check to the contract under which credit is claimed;
(4) Payment is made to a broker or a firm with a brokering-type operation;
(5) Partial credit is allowed, in the amount of the fee or commission provided the fee or commission does not exceed that customarily allowed for similar services, for a bona fide service, such as professional, technical, consultant, or managerial services, and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract.

A Provider's failure to comply with the requirements of this Special Provision shall constitute a material breach of this contract. In such a case, the Authority/Department reserves the right to terminate the contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Provider, not as a penalty but as liquidated damages to the Authority/Department; or such other remedy or remedies as the Authority/Department deems appropriate.

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ATTACHMENT H-FN

Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts

It is the policy of the U. S. Department of Transportation (DOT) that DBEs as defined in 49 CFR Part 26, Subpart A, be given the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds and that a maximum feasible portion of the Department's overall DBE goal be met using race-neutral means. Consequently, if there is no DBE goal, the DBE requirements of 49 CFR Part 26, apply to this contract as follows:

The Provider will offer DBEs as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with federal funds. Race-Neutral DBE participation on projects with no DBE goal should be reported on the Attachment H-3 Form. Payments to DBEs reported on Attachment H-3 are subject to the following requirements:

DETERMINATION OF DBE PARTICIPATION.

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces must be reported as race-neutral DBE participation. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work should not be reported unless the subcontractor is itself a DBE.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider must report a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Authority's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority.

The Provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a material breach of this contract and, may result in termination of the contract by the Authority/Department or other such remedy as the Authority/Department deems appropriate.

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ATTACHMENT H-SG (NOT APPLICABLE)

Historically Underutilized Business
for State Funded Professional or Technical Services Contracts
HUB Goal Assigned-State of Texas Subcontracting Plan Required

1) **POLICY.** It is the policy of the Authority/Department to ensure that HUBs shall have an equal opportunity to participate in the performance of contracts; to create a level playing field on which HUBs can compete fairly for contracts and subcontracts; to ensure nondiscrimination on the basis of race, color, national origin, or gender in the award and administration of contracts; to help remove barriers to the participation of HUBs in department contracts; and, to assist in the development of firms that can compete successfully in the market place outside the HUB program. Consequently, the HUB requirements of the Authority/Department's HUB Program apply to this contract as follows:
   (1) The Provider agrees to insure that they shall take all necessary and reasonable steps to meet the HUB goal for this contract.
      a. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.
      b. When submitting the contract for execution by the Authority, the Provider must complete and furnish Attachment H-1 which lists the commitments made to all subproviders, including certified HUB subprovider(s) that are to meet the contract goal, and Attachment H-2 which is a commitment agreement(s) containing the original signatures of the Provider and HUB(s) that were indicated in the original submitted Authority/State of Texas HUB Subcontracting Plan (HSP) in Section 8. For Work Authorization Contracts, Attachment H-1 is required at the time of submitting the contract for execution by the Department. Attachment H-2 will be required to be completed and attach with each work authorization number that is submitted for execution, if the HUB will be performing work. If non-HUB subprovider is performing work, insert N/A (not applicable) on the line provided. A prime must allow a HUB maximum opportunity to perform the work by not creating unnecessary barriers or artificial requirements for the purpose of hindering a HUB's performance under the contract. Any substitutions or changes to the HSP, in addition to any changes to the original contract award, shall be subject to prior written approval by the Department. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.
      c. Failure to carry out the requirements set forth above shall constitute a breach of contract and may result in a letter of reprimand; in termination of the contract by the Authority; in a deduction from money due or to become due to the Provider, not as a penalty but as damages to the Department's HUB Program; or such other remedy or remedies as the Department deems appropriate.
2) **DEFINITIONS.**
   g. "Authority/Department" means Hidalgo County Regional Mobility Authority (HCRMA) and the Texas Department of Transportation (TxDOT).
   a. "Agreement" is the agreement between the Authority and a Provider.
   b. "Provider" is any individual or company that provides professional or technical services.
   c. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit which combines their property, capital, efforts, skills and knowledge.
   d. "Historically Underutilized Business (HUB)" means any business so certified by the Texas Building and Procurement Commission.
3) **PERCENTAGE GOAL.** The goal for Historically Underutilized Business (HUB) participation in the work to be performed under this contract is **0.0 %** of the contract amount.

4) **PROVIDER'S RESPONSIBILITIES.** A Provider (HUB or non-HUB) must perform a minimum of 30% of the contract with its employees (as defined by the Internal Revenue Service). The contract is subject to the HSP Good Faith Effort Requirements.
   a. A Provider who cannot meet the contract goal, in whole or in part, should have documented any of the following and other efforts made as a "Good Faith Effort" to obtain HUB participation.
      (1) Whether the prime advertised in general circulation, trade association, and/or minority/women focus media concerning subcontracting opportunities.
      (2) Whether the prime provided written notice to at least three (3) qualified HUBs allowing sufficient time for HUBs to participate effectively.
      (3) Whether the prime documented reasons for rejection or met with the rejected HUB to discuss the rejection.
      (4) Whether the prime provided qualified HUBs with adequate information about bonding, insurance, the plans, the specifications, scope of work and requirements of the contract.
      (5) Whether the prime negotiated in good faith with qualified HUBs, not rejecting qualified HUBs who are also the lowest responsive bidder.
      (6) Whether the prime used the services of available minority and women community organizations, contractor's groups, local, state, and federal business assistance offices, and other organizations that provide support services to HUBs.

NOTE: The Provider must not cause or allow subproviders to bid their services.

   b. The preceding information shall be submitted directly to the Chair of the Authority responsible for the contract.
   c. The Provider shall make all reasonable efforts to honor commitments to HUB subproviders named in the original HSP in Section 8. Where the Provider terminates or removes a HUB subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Authority/Department that the originally designated HUB was not able or willing to perform. The term "unable" includes, but is not limited to, a firm that does not have the resources and expertise to finish the work and/or a firm that substantially increases the time to complete the project.
   d. The Provider shall make all reasonable efforts to replace a HUB subprovider that is unable or unwilling to perform successfully with another HUB and must meet the HSP Good Faith Effort Requirements. Any substitution of HUBs shall be subject to prior written approval by the Authority. The Authority will request a statement from the firm being replaced concerning its replacement prior to approving the substitution. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.
   e. The Provider shall designate a HUB liaison officer who will administer the Provider's HUB program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with HUBs.

5) **ELIGIBILITY OF HUBs.**
   a. The Texas Building and Procurement Commission (TBPC) certifies the eligibility of HUBs.
   b. The TBPC maintains a directory of certified HUBs. The HUB Directory is available through the TxDOT Department's Business Opportunity Programs Office and through the Internet at the TBPC's Website (http://www2.tbpc.state.tx.us/cmbl/hubonly.html).
   c. Only HUB firms certified and identified in specific categories and classes at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. above.
   d. If during the course of the contract it becomes necessary to substitute another HUB firm for a firm named in the information submitted by the Provider as required by Section 2.c. above, then only certified HUBs will be considered eligible as a substituted firm. The Provider's written request for

substitutions of HUB subproviders shall be accompanied by a detailed explanation, which should substantiate the need for a substitution. The Authority/Department will verify the explanation with the HUB firm being replaced before giving approval of the substitution. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.

e. The 73rd Legislature passed Texas Civil Statutes, Article 601i, relative to contracts between governmental entities and certain disadvantaged businesses. The Statute provides for civil penalties for persons who falsely claim disadvantaged business status and for the general contractor who knowingly contracts with a person claiming to be a disadvantaged business.

6) **DETERMINATION OF HUB PARTICIPATION.**

A firm must be an eligible HUB and perform a professional or technical function relating to the project. Proof of payment, such as copies of canceled checks, properly identifying the Authority's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority/Department. A HUB subprovider, with prior written approval from the Authority/Department, may subcontract 70% of a contract as long as the HUB subprovider performs a commercially useful function. All subcontracts shall include the provisions required in the subcontract and shall be approved as to form, in writing, by the Authority/Department prior to work being performed under the subcontract. A HUB performs a commercially useful function when it is responsible for a distinct element of the work of a contract; and actually manages, supervises, and controls the materials, equipment, employees, and all other business obligations attendant to the satisfactory completion of contracted work. If the subcontractor uses an employee leasing firm for the purpose of providing salary and benefit administration, the employees must in all other respects be supervised and perform on the job as if they were employees of the subcontractor.

7) **COMPLIANCE OF PROVIDER.**

To ensure that HUB requirements of this contract are complied with, the Authority/Department will monitor the Provider's efforts to involve HUBs during the performance of this contract. This will be accomplished by a review of the monthly Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) submitted to the AUTHORITY Office by the Provider indicating his/her progress in achieving the HUB contract goal, and by compliance reviews conducted by the Authority/Department. The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) must be submitted at a minimum monthly to the Business Opportunity Programs Office, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the HUB goal based on actual payments to the HUB subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice.

(1) Payments to brokers or firms with a brokering type operation will be credited only for the amount of the commission;
(2) Payments to a joint venture will not be credited unless all partners in the joint venture are HUBs;
(3) Payments to a HUB subprovider who has subcontracted a portion of the work required under the subcontract will not be credited unless the HUB performs a commercially useful function;
(4) Payments to a HUB will not be credited if the firm does not provide the goods or perform the services paid for;
(5) Payments made to a HUB that cannot be linked by an invoice or canceled check to the contract under which credit is claimed will not be credited.

A Provider must not withhold or reduce payments to any HUB without a reason that is accepted as standard industry practice. A HUB prime or subprovider must comply with the terms of the contract or subcontract. Work products, services, and commodities must meet contract specifications whether performed by a prime or subprovider.

A Provider's failure to meet the HUB goal and failure to demonstrate to the Authority/Department's satisfaction sufficient "Good Faith Effort" on his/her part to obtain HUB participation shall constitute a breach of contract. In such a case, the Authority/Department reserves the right to issue a letter of reprimand; to deduct the amount of HUB goal not accomplished by HUBs from the money due or to become due the Provider, not as a penalty but as damages to the Authority/Department's HUB program; or such other remedy or remedies as the Authority/Department deems appropriate.

8) **RECORDS AND REPORTS.**

a. After submission of the initial commitment (Attachment H-1), required by Section 2.c. of this attachment, the Provider shall submit State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) at a minimum monthly, after contract work begins, on subcontracting involvement. One copy of the State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) is to be sent to the Authority/Department's Office monthly. In addition, the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) must be submitted with the Provider's invoice. All payments made to subproviders are to be reported. **The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Reports are required monthly even during months when no payments to subproviders have been made.** The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report will be required until all work on the contract has been completed. The Authority/Department may verify the amounts being reported as paid to HUBs by requesting copies of canceled checks paid to HUBs on a random basis.

b. Subproviders should be identified on the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) by name, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount.

c. All such records must be retained for a period of four years following final payment, or until an investigation, audit, examination, or other review undertaken during the four years, and shall be available at reasonable times and places for inspection by authorized representatives of the Authority/Department and other agencies.

d. Prior to receiving final payment, the Provider shall submit a Final Report (Attachment H-4), detailing the subprovider payments to the AUTHORITY Office of the Authority, and one copy to the Authority/Department with the Provider's final invoice.

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ATTACHMENT H-SN (NOT APPLICABLE)

Historically Underutilized Business (HUB)
for State Funded Professional or Technical Services Contracts
No State of Texas HUB Subcontracting Plan Required

POLICY

It is the policy of the Authority/Department to ensure that HUBs shall have an equal opportunity to participate in the performance of contracts; to create a level playing field on which HUBs can compete fairly for contracts and subcontracts; to ensure nondiscrimination on the basis of race, color, national origin, or gender in the award and administration of contracts; to help remove barriers to the participation of HUBs in Authority contracts; and, to assist in the development of firms that can compete successfully in the market place outside the HUB program.

Subcontracting participation on projects with no HUB Subcontracting Plan Required should be reported on the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report, the Attachment H-6 Form. Payment to non-HUBs subproviders must be reported on Attachment H-6. Payments to HUBs reported on Attachment H-6 are subject to the following requirements:

DETERMINATION OF HUB PARTICIPATION.

A firm must be an eligible HUB and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible HUB, the total amount paid to the HUB should be reported as race-neutral HUB participation.

A HUB subprovider may subcontract no more than 70% of a contract. The HUB subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the HUB; and equipment owned or rented directly by the HUB.

A provider must report a portion of the total value of the contract amount paid to a HUB joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the HUB.

Proof of payment, such as copies of canceled checks, properly identifying the Authority/Department's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority/Department.

The provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

REQUIRED FORMS.

If subcontractors are used under the contract that has no stated HUB goal, Attachments H-1, H-2, H-4 and H-6 are required. Attachments H-1 and H-6 <u>are required</u> if no subcontractors are being used to perform work under this contract.

Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) **is required monthly even when no subcontracting activity has occurred.** In addition, Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) should be submitted with the Provider's invoice.

ATTACHMENT H-1

Subprovider Monitoring System
Commitment Worksheet

Contract #:_____ Assigned Goal: 0.0% Federally Funded _____ County Funded _____
Prime Provider: Quintanilla, Headley and Associates, Inc. Total Contract Amount: $000,000.00
Prime Provider Info: DBE____HUB _X__ Both ___
Vendor ID #: 17426481671 DBE/HUB Expiration Date: 04/30/2016
(First 11 Digits Only)

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

Subprovider(s) (List All)	**Type of Work**	**Vendor ID #** (First 11 Digits Only)	**D=DBE H=HUB**	**Expiration Date**	**$ Amount or % of Work ***
CVQ Land Surveyors, LLC	Surveying	12601525863	D H	04/30/2016 01/14/2018	
Subprovider(s) Contract or % of Work* Totals					XX%

*For Work Authorization Contracts, indicate the % of work to be performed by each subprovider.

Total DBE **or** HUB Commitment Dollars $000,000.00 (XXX)

Total DBE **or** HUB Commitment Percentages of Contract XX% (XXX)
(Commitment Dollars and Percentages are for Subproviders only)

12/06 DBEH1.AT

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). ***NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.***

Contract #: _____ Assigned Goal: 0.0% Prime Provider Quintanilla, Headley and Associates, Inc.

Work Authorization (WA)#: 1 WA Amount: **$000,00.00** Date: XX/XX/XX
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Survey	**$00,000.00**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: Quintanilla, Headley and Associates, Inc. **Address: 124 E. Stubbs** **Edinburg, Tx 78539** **VID Number: 17426481671** **PH: (956) 381-6480; FX: ( ) -** **Email: alfonsoq@qhaengineering.com**	**Name:** Alfonso Quintanilla ***(Please Print)*** **Title:** President _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name: CVQ Land Surveyors, LLC** **VID Number: 12601525863** **Address: 517 Beaumont St., McAllen, Texas 78501** **PH: (956) 618-1551; FX: (956) 618-1547** **Email: cvq@cvqls.com**	**Name:** Carlos Vasquez ***(Please Print)*** **Title:** President _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH: FX:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**

ATTACHMENT H-3

Subprovider Monitoring System for Federally Funded Contracts

Progress Assessment Report for month of (Mo./Yr.) _____/_____

Contract #: _____

Date of Execution: _____

Prime Provider: Quintanilla, Headley and Associates, Inc.

Work Authorization No. : 1

Original Contract Amount: **$000,000.00**

Approved Supplemental Agreements: **$0**

Total Contract Amount: **$000,000.00**

Work Authorization Amount: **$000,000.00**

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
Y	CVQ Land Surveyors, LLC	Surveying	$00,000.00	XX			

Fill out Progress Assessment Report with each estimate/invoice submitted, *for all subcontracts*, and forward as follows:

1 Copy with Invoice - Hidalgo County Regional Mobility Authority Office

I hereby certify that the above is true and correct statement of the amounts paid to the firms listed above.

Print Name - Company Official /DBE Liaison Officer _____ Signature _____ Phone _____ Date _____

Email _____ Fax _____

ATTACHMENT H-4

Subprovider Monitoring System
Final Report

The Final Report Form should be filled out by the Prime Provider and submitted to the Contract Manager and the Business Opportunity Programs Office for review upon completion of the contract. The report should reflect **all subcontract activity** on the project. The report will aid in expediting the final estimate for payment. If the HUB or DBE goal requirements were not met, documentation supporting good faith efforts must be submitted.

DBE Goal: 0.0 % **OR** HUB Goal: _____%

Total Contract Amount: $000,000.00 Total Contract Amount: $_____

Contract Number:

Vendor ID #	**Subprovider**	**Total $ Amount Paid to Date**
12601525863	CVQ Land Surveyors, LLC	
TOTAL		

This is to certify that _____% of the work was completed by the HUB or DBE subproviders as stated above.

_____
By: Prime Provider

_____
Per: Signature

Subscribed and sworn to before me, this _____ day of _____, 20 __

_____Notary Public _____ County

My Commission expires:_____

12/06 DBE-H4.A

ATTACHMENT H-5

Federal Subprovider and Supplier Information

The Provider shall indicate below the name, address and phone number of all successful and unsuccessful subproviders and/or suppliers that provided proposals/quotes for this contract prior to execution. You may reproduce this form if additional space is needed.

Name	**Address**	**Phone Number**
CVQ Land Surveyors, LLC	517 Beaumont St., Mc Allen, Texas 78501	956-618-1547

The information must be provided and returned with the contract.

_____ _____

Signature Date

Company, Title Email Address (XXX) XXX-XXXX

Printed Name Email Phone #

ATTACHMENT H-6

Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report

HUB Subcontracting Plan (HSP)
Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Contract/Requisition Number: _____ Date of Award: _____ (mm/dd/yyyy) Object Code: _____ (Agency Use Only)

Contracting Agency/University Name: _____

Contractor (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

Reporting (Month) Period: _____ Total Amount Paid this Reporting Period to $ _____ -

Report HUB and Non-HUB subcontractor information

Subcontractor's Name	Subcontractor's VID or HUB Certificate Number	*Texas Certified HUB? (Yes or No)	Total Contract $ Amount from HSP with Subcontractor	Total $ Amount Paid This Reporting Period to Subcontractor	Total Contract $ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	

ATTACHMENT H-7

DBE CERTIFICATIONS

State of Texas

Historically Underutilized Business Certification and Compliance Program

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

QUINTANILLA, HEADLEY AND

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB.

This certificate, printed 04-MAY-2012, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Certificate/VID Number: 1742648167100
File/Vendor Number: 060976
Approval Date: 30-APR-2012
Expiration Date: 30-APR-2016

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement//cmbl/hubonly.html) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

Texas Department of Transportation

Texas Unified Certification Program
TUCP

Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a **DBE** in accordance with Federal Regulations 49 CFR, Part 26

CVQ LAND SURVEYORS (15296)

Issuance Date: January 3, 2007

This Certificate is subject to suspension or revocation, and DBE information is verified annually upon the issuance month.

James Dassett

Director, Business Opportunity Programs Office

State of Texas

Historically Underutilized Business Certification and Compliance Program

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

CVQ LAND SURVEYORS, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB.

This certificate, printed 28-OCT-2011, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

Certificate/VID Number:	1260152586300
File/Vendor Number:	19195
Approval Date:	12-SEP-2011
Expiration Date:	12-SEP-2015

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement//cmbl/hubonly.html) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

ATTACHMENT I

CERTIFICATE OF INSURANCE

CERTIFICATE OF INSURANCE

Texas Department of Transportation

Form 1560
(Rev. 07/12)
Previous editions of this form may not be used.

Agents should complete the form providing all requested information then either fax or mail this form directly to the address listed on page two of this form. Copies of endorsements listed below are not required as attachments to this certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the policies referenced in this certificate control over the terms of the certificate.

Insured: QUINTANILLA, HEADLEY & ASSOCIATES INC.

Street/Mailing Address: 124 E STUBBS ST

City/State/Zip: EDINBURG TX 78539-4551

Phone Number: (956) 381 - 6480

WORKERS' COMPENSATION INSURANCE COVERAGE:
Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name: STATE FARM FIRE AND CASUALTY COMPANY			**Carrier Phone #:** (800) 252 - 7645	
Address: 8900 AMBERGLEN DRIVE			**City, State, Zip:** AUSTIN, TX 78729	
Type of Insurance	**Policy Number**	**Effective Date**	**Expiration Date**	**Limits of Liability:**
Workers' Compensation	90-B3-Y395-2	10/11/2013	10/11/2014	Not Less Than: Statutory - Texas

COMMERCIAL GENERAL LIABILITY INSURANCE:

Carrier Name: STATE FARM LLOYDS			**Carrier Phone #:** (800) 252 - 7645	
Address: 8900 AMBERGLEN DRIVE			**City, State, Zip:** AUSTIN, TX 78729	
Type of Insurance:	**Policy Number:**	**Effective Date:**	**Expiration Date:**	**Limits of Liability:**
Commercial General Liability Insurance	90-63-2329 L	03/20/2014	03/30/2015	Not Less Than: $ 600,000 each occurrence

BUSINESS AUTOMOBILE POLICY:

Carrier Name: STATE FARM MUTUAL AUTOMOBILE INSURANCE			**Carrier Phone #:** (800) 252 - 7645	
Address: 8900 AMBERGLEN DRIVE			**City, State, Zip:** AUSTIN, TX 78729	
Type of Insurance:	**Policy Number:**	**Effective Date:**	**Expiration Date:**	**Limits of Liability:**
Business Automobile Policy	008 5405-B01-53E	08/01/2013	08/01/2014	Not Less Than: $ 600,000 combined single limit

UMBRELLA POLICY (if applicable):

Carrier Name: STATE FARM FIRE AND CASUALTY COMPANY			**Carrier Phone #:** (800) 252 - 7645	
Address: 8900 AMBERGLEN DRIVE			**City, State, Zip:** AUSTIN, TX 78729	
Type of Insurance:	**Policy Number:**	**Effective Date:**	**Expiration Date:**	**Limits of Liability:**
Umbrella Policy	90-EJ-3010-1 F	03/20/2014	03/26/2015	1,000,000

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named are in full force and effect. *If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.*

Agency Name	**Address**	**City, State, Zip Code**
JUAN CAZARES STATE FARM AGENT	1408 S CLOSNER	EDINBURG, TX 78539

(956) 381 - 0928	Juan Cazares (my)	03/20/2014
Authorized Agent's Phone Number	**Authorized Agent Original Signature**	**Date**

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Fax completed form to: 512/416-2536

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/04/2014

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

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

PRODUCER	JUAN CAZARES, AGENT 1408 S CLOSNER EDINBURG TX 78539
INSURED	QUINTANILLA, HEADELY & ASSOCIATES INC 124 E STUBBS ST EDINBURG TX 78539

CONTACT NAME: LUPITA MARTINEZ
PHONE (A/C, No, Ext): 956-381-0928 FAX (A/C, No): 956-318-1761
E-MAIL ADDRESS: guadalupe.o.martinez.h58o@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Lloyds	43419
INSURER B : State Farm Mutual Automobile Insurance Company	25178
INSURER C : State Farm Fire and Casualty Company	25143
INSURER D : State Farm Fire and Casualty Company	25143
INSURER E :	
INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:	Y	Y	90-53-2329 L	03/12/2014	03/12/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / X SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS	Y	Y	00 5405-B01-53 E	02/01/2014	08/01/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	 500,000 500,000 500,000
C	X UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $	Y	Y	90-EJ-3010-1 F	03/12/2014	03/12/2015	EACH OCCURRENCE AGGREGATE	$ $	 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	90-BK-M332-3 F	10/11/2013	10/11/2014	PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	 1,000,000 1,000,000 1,000,000

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

06 LINCOLN MARK 0615, 11 TOYOTA TACOMA 4059, 10 CHEVROLET K1500 8812, 10 MAZDA TRIBUTE 2427, 09 CHEVEROLET TAHOE 7329, 09 FORD F150 9515, 09 FORD F150 9545, 09 FORD F150 4887

CERTIFICATE HOLDER

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ATTACHMENT J

CONFLICTS CERTIFICATION

ATTACHMENT J

CONFLICTS CERTIFICATION

1. Business Relationships:

   The RMA has adopted a conflict of interest policy which generally requires disclosure of any business relationships with RMA board members or key personnel, as designated on the Authority's website. The Conflict of Interest Policy for Consultants, the list of Board Members and Key Personnel, and the Disclosure Form can be obtained from the RMA website (www.hcrma.net). Engineer all any sub consultants to Engineer shall adhere to this policy and provide any required disclosures.

2. Adverse Matters:

   Engineer must disclose conflicts of interest by identifying any matter in which the Engineer becomes adverse to the RMA or the Texas Department of Transportation or to the State of Texas or any of its boards, agencies, commissions, universities, elected or appointed officials, or Hidalgo County during the term of the Agreement.

3. Direct and Indirect Interest:

   The Engineer shall ensure that, during the term of the Agreement, the Engineer, including any of its principals, will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of Engineer's obligations under the agreement, including, but not limited to, ownership of property in the right-of-way of any of the independent projects of the Hidalgo County Roadway System. The Engineer warrants that, in the performance of the Agreement, the Engineer shall not employ any person, or subcontract with any entity, having such known interest.

ENGINEER: _____

BY: ALFONSO QUINTANILLA, R.P.L.S.

DATE: 5-29-14

ATTACHMENT J

CONFLICTS CERTIFICATION

1. Business Relationships:

   The RMA has adopted a conflict of interest policy which generally requires disclosure of any business relationships with RMA board members or key personnel, as designated on the Authority's website. The Conflict of Interest Policy for Consultants, the list of Board Members and Key Personnel, and the Disclosure Form can be obtained from the RMA website (www.hcrma.net). Engineer all any sub consultants to Engineer shall adhere to this policy and provide any required disclosures.

2. Adverse Matters:

   Engineer must disclose conflicts of interest by identifying any matter in which the Engineer becomes adverse to the RMA or the Texas Department of Transportation or to the State of Texas or any of its boards, agencies, commissions, universities, elected or appointed officials, or Hidalgo County during the term of the Agreement.

3. Direct and Indirect Interest:

   The Engineer shall ensure that, during the term of the Agreement, the Engineer, including any of its principals, will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of Engineer's obligations under the agreement, including, but not limited to, ownership of property in the right-of-way of any of the independent projects of the Hidalgo County Roadway System. The Engineer warrants that, in the performance of the Agreement, the Engineer shall not employ any person, or subcontract with any entity, having such known interest.

ENGINEER: Carlos Vasquez, R.P.L.S.

BY: _____

DATE: May 29, 2014

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Quintanilla, Headley & Associates, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ XX No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ XX No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☒ XX No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Alfonso Quintanilla, President

Signature of person doing business with the governmental entity

January 13, 2012

Date

Adopted 06/29/2007

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Carlos Vasquez / CVQ Land Surveyors LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

No Affiliation or business with any employee or contractor of the RMA

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

May 29, 2014

Date

Adopted 06/29/2007

ATTACHMENT K
DEBARMENT CERTIFICATION

Texas Department of Transportation

Form 2510
(Rev. 09/13)
Page 1 of 1

DEBARMENT CERTIFICATION
ARCHITECTURAL, ENGINEERING AND SURVEYING
("PROVIDER") CONTRACTS

(1) The **PROVIDER** certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

ALFONSO QUINTANILLA
Name of Provider

Signature of Certifying Official

PRESIDENT
Title of Certifying Official

5-29-14
Date

(2) Where the **PROVIDER** is unable to certify to any of the statements in this certification, such **PROVIDER** shall attach an explanation to this certification.

Exceptions will not necessarily result in denial of award. Providing false information may result in criminal prosecution or administrative sanctions.

* federal, state or local

DEBARMENT CERTIFICATION
ARCHITECTURAL, ENGINEERING AND SURVEYING
("PROVIDER") CONTRACTS

(1) The **PROVIDER** certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Carlos Vasquez / CVQ Land Surveyors LLC
Name of Provider

Signature of Certifying Official

R.P.L.S. / President
Title of Certifying Official

05/29/14
Date

(2) Where the **PROVIDER** is unable to certify to any of the statements in this certification, such **PROVIDER** shall attach an explanation to this certification.

Exceptions will not necessarily result in denial of award. Providing false information may result in criminal prosecution or administrative sanctions.

* federal, state or local

♦Contract♦

Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)

SURVEYING SERVICES IBTC
Interchange with SH 365 to I-2 and from the ValleyView Interchange to FM 493

MAIN CONTRACT

June 10, 2014

R. Gutierrez Engineering Corporation

STATE OF TEXAS §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT FOR SURVEYING SERVICES

THIS CONTRACT FOR SURVEYING SERVICES is made by and between the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter the "Authority") and R. Gutierrez Corporation (hereinafter the "Surveyor"), having its principal business address at 130 E. Park Avenue, Pharr, Texas 78577, for the purpose of contracting for surveying services (hereinafter the "Agreement").

WITNESSETH

WHEREAS, Government Code, Chapter 2254, Subchapter A, "Professional Services Procurement Act" provides for the procurement of professional services of surveyors;

WHEREAS, in compliance with the Professional Services Procurement Act and all federal requirements including those described in 23 CFR Part 172, the Authority procured professional surveying services (hereinafter the "Procurement");

WHEREAS, pursuant to the Procurement and the Authority Board of Director's (the Board's) ranking of respondents thereto, the Board finds it to be in the best interest of the Authority to engage the Surveyor to provide professional land surveying services that will include general surveying in support of preliminary engineering, design engineering, construction engineering, maintenance work, right of way mapping and aerial photography projects for the development of the Project as approved by the Authority to wit: the **INTERNATIONAL BRIDGE TRADE CORRIDOR (IBTC) SURVEY PROJECT FOR SEGMENT 0010 FROM THE INTERCHANGE WITH SH 365 TO I-2 AND FROM THE VALLEYVIEW INTERCHANGE TO FM 493** (hereinafter the "Project");

NOW, THEREFORE, the Authority and the Surveyor, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

AGREEMENT

ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

1.1 The Authority and the Surveyor will furnish items and perform those services for fulfillment of the Agreement as identified in Attachment B, Services to be provided by the Authority and Attachment C, Services to be provided by the Surveyor. All services provided by the Surveyor will conform to standard surveying practices and applicable rules and regulations of The Professional Land Surveying Practices Act and Amendment and the rules of the Texas Board of Professional Land Surveying.

1.2 The Surveyor shall timely perform those surveying services for the fulfillment of the Agreement. All work shall be subject to review and approval by the Authority, and, if appropriate, the Texas Department of

Transportation and the Federal Highway Administration. Notwithstanding anything to the contrary in this Agreement or in any other Agreement document relating to the project, in performing its work under this Agreement Surveyor shall perform its services to the standard of care of a reasonable surveyor that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Surveyor.

ARTICLE II
AGREEMENT PERIOD

2.1 **Agreement Period.** The period after this contract becomes effective and before it is terminated is the Contract Period. This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on June 30, 2018 unless the Agreement period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Section 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Section 14, Termination. Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

2.2 **Maximum Agreement Period.** The maximum Contract Period is the time needed to complete all work authorizations issued during the Agreement Period.

2.3 **Unauthorized Work.** Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

ARTICLE III
COMPENSATION

3.1 **Maximum Amount Payable.** The maximum amount payable under this contract is **$75,568.00** unless modified (1) modified written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements or (2) modified through a work authorization as set forth in Article V, provided that such work authorizations is adopted by Board action.

3.2 **Basis of Payment.** The basis of payment is identified in Attachment E, Fee Schedule. Reimbursement of costs incurred under a work authorization shall be in accordance with Attachment E, Fee Schedule.

3.3 **Reimbursement of Eligible Costs**. To be eligible for reimbursement, the Surveyor's costs must (1) be incurred in accordance with the terms of a valid work authorization; (2) be in accordance with Attachment E, Fee Schedule; and (3) comply with cost principles set forth at 48 CFR Part 31, Federal Acquisition Regulation (FAR 31). Satisfactory progress of work shall be maintained and evidenced as a condition of payment.

3.4 **Surveyor Payment of Subproviders**. No later than ten (10) days after receiving payment from the Authority, the Surveyor shall pay all subproviders for work performed under a subcontract authorized hereunder. The Authority may withhold all payments that have or may become due if the Surveyor fails to comply with the ten-day payment requirement. The Authority may also suspend the work under this Agreement or any work authorization until subproviders are paid. This requirement also applies to all lower tier subproviders, and this provision must be incorporated into all subcontracts related to the project.

ARTICLE IV
PAYMENT REQUIREMENTS

4.1 **Monthly Billing Statements**. The Surveyor shall request reimbursement of costs incurred by submitting the original and one copy of an itemized billing statement in a form acceptable to the Authority. The Surveyor is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

4.2 **Billing Statement**. The billing statement shall show the work authorization number for each work authorization included in the billing, the total amount earned to the date of submission, and the amount due and payable as of the date of the current billing statement for each work authorization. The billing statement shall indicate if the work has been completed or if the billing is for partial completion of the work. The lump sum fee will be paid in proportion to the percentage of work completed per work authorization.

4.3 **Overhead Rates**. The Surveyor shall use the provisional overhead rate indicated in Attachment E. If a periodic escalation of the provisional overhead rate is specified in Attachment E, the effective date of the revised provisional overhead rate must be included. For lump sum agreements where a lump sum applies to a work authorization the overhead rate utilized shall correspond with the overhead rate specified in the year in which the work authorization is executed.

4.4 **Thirty Day Payments**. Upon receipt and acceptance of a billing statement that complies with all invoice requirements set forth in this Article, the Authority shall make a good faith effort to pay the amount which is due and payable within thirty (30) days.

4.5 **Withholding Payments**. The Authority reserves the right to withhold payment of the Surveyor's billing statement in the event of any of the following: (1) If a dispute over the work or costs thereof is not resolved within a thirty day period; (2) pending verification of satisfactory work performed; (3) the Surveyor becomes a delinquent obligor as set forth in Section 231.006 of the Family Code; or (4) required reports are not received. In the event that payment is withheld, the Authority shall notify the Surveyor and give a remedy that would allow the Authority to release the payment.

4.6 **Required Reports.**

a) As required in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements, the Surveyor shall submit Progress Assessment Reports to report actual payments made to Disadvantaged Business Enterprises or Historically Underutilized Businesses. One copy shall be submitted with each billing statement and one copy shall be submitted to the address included in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements.

b) Prior to Agreement closeout, the Surveyor shall submit a Final Report (Attachment H-4) to the address set forth in Attachment H.

c) The Surveyor shall submit a separate report with each billing statement showing the percent completion of the work accomplished during the billing period and the percent completion to date, and any additional written report requested by the Authority to document the progress of the work.

4.7 **Subproviders and Suppliers List**. Pursuant to requirements of 43 Texas Administrative Code §9.50 et seq., the Surveyor must provide the Authority a list (Attachment H-5/DBE or Attachment H-6/HUB) of all Subproviders and suppliers that submitted quotes or proposals for subcontracts. This list shall include subproviders' and suppliers' names, addresses, telephone numbers, and type of work desired.

4.8 **Debt to the Authority.** If the Authority is prohibited by law from issuing a warrant or initiating an electronic funds transfer to the Surveyor because of a debt owed to the Authority, the Authority shall apply all payments due the Surveyor to the debt or delinquent tax until the debt or delinquent tax is paid in full.

4.9 **Audit.** The Authority auditor may conduct an audit or investigation of any entity receiving funds from the Authority directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the Authority's right or the Authority's auditor right, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the Authority auditor with access to any information the Authority auditor considers relevant to the investigation or audit.

ARTICLE V
WORK AUTHORIZATIONS

The Authority will issue work authorizations using the form included in Attachment D (Work Authorizations and Supplemental Work Authorizations) to authorize all work under this Agreement. The Surveyor must sign and return a work authorization within seven (7) working days after receipt. Refusal to accept a work authorization may be grounds for termination of this Agreement. The Authority shall not be responsible for actions by the Surveyor or any costs incurred by the Surveyor relating to work not directly associated with or prior to the execution of a work authorization. Terms and conditions governing the use of work authorizations are set forth in Attachment A, General Provisions, Section 1. The work authorization shall not waive the Authority's or the Surveyor's responsibilities and obligations established under this Agreement.

ARTICLE VI
SIGNATORY WARRANTY

The undersigned signatory for the Surveyor hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete Authority to enter into this Agreement on behalf of the firm. These representations and warranties are made for the purpose of inducing the Authority to enter into this Agreement.

ARTICLE VII
NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Surveyor: R. Gutierrez Corporation 130 E. Park Avenue Pharr, Texas 78577 Attn: Ramiro Gutierrez President	**Authority:** Hidalgo County Regional Mobility Authority (HCRMA) 118 South Cage Boulevard, 4th Floor Pharr, Texas 78577 Attn: Pilar Rodriguez Executive Director

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

ARTICLE VIII
INCORPORATION OF PROVISIONS

Attachments A through K are attached hereto and incorporated into this Agreement as if fully set forth herein.

SIGNATORIES

IN WITNESS WHEREOF, the Authority and the Surveyor have executed these presents in duplicate and acknowledge that this Agreement constitutes the sole and only Agreement of the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the within subject matter.

AUTHORITY	**SURVEYOR**
By: _____	By: _____
Name: Pilar Rodriguez	Name: Ramiro Gutierrez
Title: Executive Director	Title: President
Hidalgo County Regional Mobility Authority	Company: R. Gutierrez Corporation
Date: _____	Date: _____

LIST OF ATTACHMENTS TO AGREEMENT
FOR SURVEYING SERVICES
INCORPORATED INTO THE AGREEMENT BY REFERENCE

Attachments	Title
A	General Provisions
B	Services to Be Provided by the Authority
C	Services to Be Provided by the Surveyor
D	Work Authorization Forms
D-1	Work Authorization Form for Agreement for Surveying Services
D-2	Supplemental Work Authorization Form
E	Fee Schedule
E-1	Final Cost Proposal Form
E-2	Rate Sheets
E-3	Maximum Amount Payable
F	Work Schedule
G	Contract Deliverables/Computer Graphics Files for Document and Information Exchange, if applicable
H	DBE Participation
H-MOU	Memorandum of Understanding
H-Instructions	Instructions As per 49CFR 26.21
H-FG	Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts – See Attachment H Instructions
H–FN	Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts – See Attachment H Instructions
H–SG	Historically Underutilized Business (HUB) Requirements for County Funded Professional or Technical Services Contracts – County of Texas HUB. Subcontracting plan required – See Attachment H Instructions
H–SN	Historically Underutilized Business (HUB) Requirements for County Funded Professional or Technical Services Contracts – No County of Texas HUB
H–1	Subprovider Monitoring System Commitment Worksheet
H–2	Subprovider Monitoring System Commitment Agreement
H–3	Monthly Progress Assessment Report
H-4	Subprovider Monitoring System Final Report
H-5	Federal Subproviders and Supplier Information
H-6	HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report
H-7	DBE Certifications
I	Certificate of Insurance
J	Conflicts of Certification
K	Debarment Certification

ATTACHMENT A
GENERAL PROVISIONS

ATTACHMENT A
GENERAL PROVISIONS

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11	Inspection of Work
12	Submission of Reports
13	Violation of Contract Terms (Breach of Agreement)
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17	Surveyor's Responsibility
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ATTACHMENT A
GENERAL PROVISIONS

SECTION 1. WORK AUTHORIZATIONS

A. Use. The Surveyor shall not begin any work until the Authority and the Surveyor have signed a work authorization. Costs incurred by the Surveyor before or after the completion date specified in the work authorization are not eligible for reimbursement. All work must be completed on or before the completion date specified in the work authorization, and no work authorization completion date shall extend beyond the Agreement period set forth in Article II of the Agreement (Agreement Period).

B. Contents. Each work authorization will include: (1) types of services to be performed; (2) a period of performance with a beginning and ending date; (3) a full description of the work to be performed; (4) a work schedule with milestones; (5) a cost not to exceed amount, (6) the basis of payment whether cost plus fixed fee, unit cost, lump sum, or specified rate; and (7) a work authorization budget calculated using fees set forth in Attachment E, Fee Schedule. The Surveyor is not to include additional Agreement terms and conditions in the work authorization. In the event of any conflicting terms and conditions between the work authorization and the Agreement, the terms and conditions of the Agreement shall prevail and govern the work and costs incurred.

C. Work Authorization Budget. A work authorization budget shall set forth in detail (1) the computation of the estimated cost of the work as described in the work authorization, (2) the estimated time (hours/days) required to complete the work at the hourly rates established in Attachment E, Fee Schedule; (3) a work plan that includes a list of the work to be performed, (4) a stated maximum number of calendar days to complete the work, and (5) a cost-not-to-exceed-amount or unit or lump sum cost and the total cost or price of the work authorization. The Authority will not pay items of cost that are not included in or rates that exceed those approved in Attachment E.

D. No Guaranteed Work. Work authorizations are issued at the discretion of the Authority. While it is the Authority's intent to issue work authorizations hereunder, the Surveyor shall have no cause of action conditioned upon the lack or number of work authorizations issued.

E. Incorporation into Agreement. Each work authorization shall be signed by both parties and become a part of this Agreement. No work authorization will waive the Authority's or the Surveyor's responsibilities and obligations established in this Agreement. The Surveyor shall promptly notify the Authority of any event that will affect the schedule or completion of the work authorization.

F. Supplemental Work Authorizations. Before additional work may be performed or additional costs incurred, a change in a work authorization shall be enacted by a written supplemental work authorization in the form identified and attached hereto as Attachment D. Both parties must execute a supplemental work authorization within the period of performance specified in the work authorization. The Authority shall not be responsible for actions by the Surveyor or any costs incurred by the Surveyor relating to additional work not directly associated with the performance or prior to the execution of the work authorization. The Surveyor shall allow adequate time for review and approval of the supplemental work authorization by the Authority prior to expiration of the work authorization. Any supplemental work authorization must be executed by both parties within the time period established in Article II of the Agreement, (Agreement Period). Under no circumstances will a work authorization be allowed to extend beyond the Agreement's expiration date, unless a supplemental to the Agreement is approved by both parties extending the Agreement date.

F-1. More Time Needed. If the Surveyor determines or reasonably anticipates that the work authorized in a work authorization cannot be completed before the specified completion date, the Surveyor shall promptly notify the Authority. The Authority may, at its sole discretion, extend the work authorization period by execution of a supplemental to the work authorization, using the form attached hereto as Attachment D.

F-2. Changes in Scope. Changes that would modify the scope of the work authorized in a work authorization must be enacted by a written supplemental to the appropriate work authorization. The Surveyor must allow adequate time for the Authority to review and approve any request for a time extension prior to expiration of the work authorization. If the change in scope affects the amount payable under the work authorization, the Surveyor shall prepare a revised work authorization budget for the Authority's approval.

G. New Work Authorization. If the Surveyor does not complete the services authorized in a work authorization before the specified completion date and has not requested a supplemental to the appropriate work authorization, the work authorization shall terminate on the completion date. At the sole discretion of the Authority, it may issue a new work authorization to the Surveyor for the incomplete work using the unexpended balance of the preceding work authorization for the project. If approved by the Authority, the Surveyor may calculate any additional cost for the incomplete work using the rates set forth in the preceding work authorization and in accordance with Attachment E, Fee Schedule.

H. Emergency Work Authorizations. The Authority, at its sole discretion, may accept the Surveyor's signature on a faxed copy of the work authorization as satisfying the requirements for executing the work authorization, provided that the signed original is received by the Authority within five (5) business days from the date on the faxed copy.

I. Deliverables. Upon satisfactory completion of the work authorization, the Surveyor shall submit the deliverables as specified in the executed work authorization to the Authority for review and acceptance.

J. Performance Standards. Unless authorized by the Authority and the Texas Department of Transportation, if applicable, work performed under this Agreement shall be developed in accordance with the latest version of the Texas Department of Transportation's manuals.

SECTION 2. PROGRESS

A. Progress meetings. The Surveyor shall from time to time during the progress of the work confer with the Authority. The Surveyor shall prepare and present such information as may be pertinent and necessary or as may be requested by the Authority in order to evaluate features of the work.

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

C. Inspections. If federal funds are used to reimburse costs incurred under this Agreement, the work and all reimbursements will be subject to periodic review by the Texas Department of Transportation and the U. S. Department of Transportation.

D. Reports. The Surveyor shall promptly advise the Authority in writing of events that have a significant impact upon the progress of a work authorization, including:

1. Problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by Authority judgment of the action taken or contemplated, and any or federal assistance needed to resolve the situation; and
2. Favorable developments or events which enable meeting the work schedule goals sooner than anticipated.

E. Corrective Action. Should the Authority determine that the progress of work does not satisfy the milestone schedule set forth in a work authorization, the Authority shall review the work schedule with the Surveyor to determine the nature of corrective action needed.

SECTION 3. SUSPENSION OF WORK AUTHORIZATION

A. Notice. Should the Authority desire to suspend a work authorization but not terminate the Agreement, the Authority may verbally notify the Surveyor followed by written confirmation, giving ten (10) day notice. Both parties may waive the ten-day notice in writing.

B. Reinstatement. A work authorization may be reinstated and resumed in full force and effect within sixty (60) business days of receipt of written notice from the Authority to resume the work. Both parties may waive the sixty-day notice in writing.

C. Agreement Period Not Affected. If the Authority suspends a work authorization, the Agreement period as determined in Article II of the Agreement (Agreement Period) is not affected and the Agreement and the work authorization will terminate on the date specified unless the Agreement or work authorization is amended to authorize additional time.

D. Limitation of Liability. The Authority shall have no liability for work performed or costs incurred prior to the date authorized by the Authority to begin work, during periods when work is suspended, or after the completion date of the Agreement or work authorization.

SECTION 4. ADDITIONAL WORK

A. Notice. If the Surveyor is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, it shall promptly notify the Authority in writing, presenting the facts of the work authorization and showing how the work authorization constitutes additional work.

B. Supplemental Agreement. If the Authority finds that the work does constitute additional work, the Authority shall so advise the Surveyor and a written supplemental agreement will be executed as provided in Attachment A, General Provisions, Section 6, Supplemental Agreements.

C. Limitation of Liability. The Authority shall not be responsible for actions by the Surveyor or any costs incurred by the Surveyor relating to additional work not directly associated with or prior to the execution of a supplemental agreement.

SECTION 5. CHANGES IN WORK

A. Work Previously Submitted as Satisfactory. If the Surveyor has submitted work in accordance with the terms of this Agreement but the Authority requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Agreement, the Surveyor shall make such revisions as requested and as directed by the Authority. This will be considered as additional work and paid for as specified under Attachment A, General Provisions, Section 4, Additional Work.

B. Work Does Not Comply with the Agreement. If the Surveyor submits work that does not comply with the terms of this Agreement, the Authority shall instruct the Surveyor to make such revision as is necessary to bring the work into compliance with this Agreement. No additional compensation shall be paid for this work.

C. Errors/Omissions. The Surveyor shall make revisions to the work authorized in this Agreement which are necessary to correct errors or omissions appearing therein, when required to do so by the Authority. No additional compensation shall be paid for this work.

SECTION 6. SUPPLEMENTAL AGREEMENTS

A. Need. The terms of this Agreement may be modified if the Authority determines that there has been a significant increase or decrease in the duration, scope, cost, complexity or character of the services to be performed. A supplemental agreement will be executed to authorize such significant increases or decreases.

B. Compensation. Additional compensation, if appropriate, shall be calculated as set forth in Article III of the Agreement (Compensation). Significant changes affecting the cost or maximum amount payable shall be defined to include but not be limited to new work not previously authorized or previously authorized services that will not be performed. The parties may reevaluate and renegotiate costs at this time.

C. When to Execute. Both parties must execute a supplemental agreement within the Agreement period specified in Article II of this Agreement (Agreement Period).

SECTION 7. OWNERSHIP OF DATA

A. Work for Hire. All services provided under this Agreement are considered work for hire and as such all data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this Agreement are the property of the Authority.

B. Disposition of Documents. All documents prepared by the Surveyor and all documents furnished to the Surveyor by the Authority shall be delivered to the Authority upon request by the Authority. The Surveyor, at its own expense, may retain copies of such documents or any other data which it has furnished the Authority under this Agreement, but further use of the data is subject to permission by the Authority.

C. Release of Data. The Surveyor (1) will not release any documentation created or collected under this Agreement except to its subproviders as necessary to complete this Agreement; (2) shall include a provision in all subcontracts which acknowledges the Authority's ownership of the documents and prohibits its use for any use other than the project identified in this Agreement; and (3) is responsible for any improper use of the documents by its employees, officers, or subproviders, including costs, damages, or other liability resulting from improper use. Neither the Surveyor nor any subprovider may charge a fee for the portion of the design plan created by the Authority.

D. Maintenance of Data. The Surveyor and any subconsultant, subcontractor or vendor shall keep and maintain all Data and all other material relating to this Agreement and related projects, and shall make all such material available at any reasonable time during the term of the work on the Agreement and related projects and for five (5) years from the date of final payment to the Surveyor for auditing, inspection, and copying upon the Authority's request or, if federal dollars are applied to the Agreement, upon request by the federal government.

SECTION 8. PUBLIC INFORMATION AND CONFIDENTIALITY

A. Public Information. The Authority will comply with Government Code, Chapter 552, the Public Information Act, and 43 Texas Administrative Code §3.10 et seq. in the release of information produced under this Agreement.

B. Confidentiality. The Surveyor shall not disclose information obtained from the Authority under this Agreement without the express written consent of the Authority.

SECTION 9. PERSONNEL, EQUIPMENT AND MATERIAL

A. This Agreement is not intended to constitute, create, give up, or otherwise recognize a joint venture agreement or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

B. Surveyor Resources. The Surveyor shall furnish and maintain quarters for the performance of all services, in addition to providing adequate and sufficient personnel and equipment to perform the services required under this Agreement. The Surveyor certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this Agreement, or it will be able to obtain such personnel from sources other than the Authority.

C. Removal of Contractor Employee. All employees of the Surveyor assigned to this Agreement shall have such knowledge and experience as will enable them to perform the duties assigned to them. The Authority may instruct the Surveyor to remove any employee from association with work authorized in this Agreement if, in the sole opinion of the Authority, the work of that employee does not comply with the terms of this Agreement or if the conduct of that employee becomes detrimental to the work.

D. Replacement of Key Personnel. The Surveyor must notify the Authority in writing as soon as possible, but no later than three business days after a project manager or other key personnel is removed from association with this Agreement, giving the reason for removal.

E. Authority Approval of Replacement Personnel. The Surveyor may not replace the project manager or key personnel without prior consent of the Authority. The Authority must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the Authority determines that the new project manager or key personnel is not acceptable, the Surveyor may not use that person in that capacity and shall replace him or her with one satisfactory to the Authority within forty-five (45) days.

F. Ownership of Acquired Property. Except to the extent that a specific provision of this Agreement states to the contrary, the Authority shall own all intellectual property acquired or developed under this Agreement and all equipment purchased by the Surveyor or its subcontractors under this Agreement. All intellectual property and equipment owned by the Authority shall be delivered to the Authority when this Agreement terminates, or when it is no longer needed for work performed under this Agreement, whichever occurs first.

G. The Surveyor shall furnish and maintain, at its own expense, office space for the performance of all services, and adequate and sufficient personnel and equipment to perform the services as required. All employees of the Surveyor shall have such knowledge and experience as will enable them to perform the duties assigned to them.

H. The Surveyor agrees to maintain (in sufficient detail as will properly reflect all work done and results achieved in the performance of this Agreement) tracings, plans, specifications, maps, basic survey notes and sketches, books, records, reports, research notes, charts, graphs, comments, plans, comparisons, computations, analyses, recordings, photographs, computer programs, and documentations thereof, and other graphic or written data or deliverables generated in connection with the work called for in the Agreement; all such information and documentations to be termed "Data" under this Agreement.

I. All Data is the exclusive property of the Authority and shall be furnished to the Authority upon request and shall not be used or released by the Surveyor or any other person except with the prior approval of the Authority. All documents prepared by the Surveyor and all documents furnished to the Surveyor by the Authority shall be delivered to the Authority upon completion of the relevant milestone for payment and/or termination of this Agreement. Provided, however, that none of the documents or materials are intended or represented by Surveyor to be suitable for reuse by the Authority, or others on extensions of the project or on any other project. Any reuse of Data without written verification or adaptation by Surveyor for use beyond the specific purpose intended will be at Authority's sole risk and without liability or legal exposure to Surveyor.

SECTION 10. SUBCONTRACTING

A. Prior Approval. The Surveyor shall not assign, subcontract or transfer any portion of professional services related to the work under this Agreement without prior written approval from the Authority.

B. DBE/HUB Compliance. The Surveyor's subcontracting program shall comply with the requirements of Attachment H of the Agreement (DBE/HUB Requirements).

C. Required Provisions. All subcontracts for professional services shall include the provisions included in Attachment A, General Provisions, and any provisions required by law. The Surveyor is authorized to pay subproviders in accordance with the terms of the subcontract, and the basis of payment may differ from the basis of payment by the Authority to the Surveyor.

D. **Prior Review.** All subcontracts for professional services shall be approved as to form in writing by the Authority and, if applicable, by the Texas Department of Transportation prior to its execution and performance of work thereunder.

E. Surveyor Responsibilities. No subcontract relieves the Surveyor of any responsibilities under this Agreement.

SECTION 11. INSPECTION OF WORK

A. Review Rights. The Authority and if appropriate, the Texas Department of Transportation, and when federal funds are involved, the U. S. Department of Transportation, and any of their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

B. Reasonable Access. If any review or evaluation is made on the premises of the Surveyor or a subprovider, the Surveyor shall provide and require its subproviders to provide all reasonable facilities and assistance for the safety and convenience of the Authority and if appropriate the Authority, State, or federal representatives in the performance of their duties.

SECTION 12. SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by the Authority before a final report is issued. The Authority's comments on the Surveyor's preliminary report must be addressed in the final report.

SECTION 13. VIOLATION OF AGREEMENT TERMS (BREACH OF AGREEMENT)

A. Violation. Violation of the Agreement terms or breach of this Agreement by the Surveyor shall be grounds for termination of the Agreement. Any additional costs to the Authority that arise from the Surveyor's default, breach of Agreement, or violation of Agreement terms shall be paid by the Surveyor. This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

B. Venue. Venue for disputes related to this Agreement shall be Hidalgo County, Texas.

C. Applicable Laws. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

SECTION 14. TERMINATION

A. Causes. The Agreement may be terminated before the stated completion date by any of the following conditions.

1. By mutual agreement and consent, in writing from both parties.
2. By the Authority by notice in writing to the Surveyor as a consequence of failure by the Surveyor to perform the services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
4. By the Authority for reasons of its own, not subject to the mutual consent of the Surveyor, by giving ten business days notice of termination in writing to the Surveyor.
5. By the Authority, if the Surveyor violates the provisions of Attachment A, General Provisions Section 21, Gratuities.
6. By satisfactory completion of all services and obligations described herein.

B. Measurement. Should the Authority terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Surveyor. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the Authority terminate this Agreement under Paragraph A (4) or (5) above, the Surveyor shall not incur costs during the ten-day notice period in excess of the amount incurred during the preceding ten (10) days.

C. Value of Completed Work. If the Surveyor defaults in the performance of this Agreement or if the Authority terminates this Agreement for fault on the part of the Surveyor, the Authority will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in Attachment E, Fee Schedule) by the Surveyor in performing the work to the date of default;

(2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the Authority; (4) the cost to the Authority of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; and (6) other factors which affect the value to the Authority of the work performed.

D. Calculation of Payments. The Authority shall use the fee schedule set forth in Attachment E to the Agreement (Fee Schedule) in determining the value of the work performed up to the time of termination. In the case of partially completed surveying services, eligible costs will be calculated as set forth in Attachment E, Fee Schedule. The sum of the provisional overhead percentage rate for payroll additives and for general and administrative overhead costs during the years in which work was performed shall be used to calculate partial payments.

E. Excusable Delays. Except with respect to defaults of subproviders, the Surveyor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Surveyor. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

F. Surviving Requirements. The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the Authority and the Surveyor under this Agreement, except for those provisions that establish responsibilities that extend beyond the Agreement period.

G. Payment of Additional Costs. If termination of this Agreement is due to the failure of the Surveyor to fulfill its Agreement obligations, the Authority may take over the project and prosecute the work to completion, and the Surveyor shall be liable to the Authority for any additional cost to the Authority.

SECTION 15. COMPLIANCE WITH LAWS

The Surveyor shall comply with all applicable Authority, federal, County and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations. When required, the Surveyor shall furnish the Authority with satisfactory proof of its compliance therewith.

SECTION 16. INDEMNIFICATION

A. THE SURVEYOR SHALL SAVE AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, AND EMPLOYEES, FROM ALL CLAIMS, LIABILITY, ACTION, AND LOSS (INCLUDING DAMAGE OR INJURY INCLUDING DEATH TO PERSONS OR PROPERTY) DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, SUBCONTRACTORS, OR EMPLOYEES PERFORMED UNDER THIS AGREEMENT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT, INCLUDING ANY VIOLATION OF ANY STATUTES, ORDINANCES, BUILDING CODES OR REGULATIONS, OF THE SURVEYOR OR OF ANY PERSON EMPLOYED OR ENGAGED BY THE SURVEYOR, AND THE DEFENSE OF ANY SUCH CLAIMS, LIABILITY, ACTION, OR LOSS.

B. THE SURVEYOR SHALL ALSO SAVE AND HOLD HARMLESS THE AUTHORITY FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, REASONBLE ATTORNEY FEES WHICH MAY BE INCURRED BY THE AUTHORITY OR LIABILITIES WHICH MAY BE IMPOSED ON THE AUTHORITY AS THE RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACT BY THE SURVEYOR, ITS AGENTS, ITS SUBCONTRACTORS, OR EMPLOYEES.

SECTION 17. SURVEYOR'S RESPONSIBILITY

A. Accuracy. The Surveyor shall be responsible for the accuracy and completeness of work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

B. Errors and Omissions. The Surveyor's responsibility for all questions arising from errors and/or omissions will be determined by the Authority and all decisions shall be in accordance with the Authority's "Errors or Omissions Policy". The Surveyor will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

C. Seal. The responsible Surveyor shall sign, seal and date all appropriate surveying submissions to the Authority in accordance with the Texas Surveying Practice Act and the rules of the Texas Board of Professional Surveyors.

D. Resealing of Documents. Once the work has been sealed and accepted by the Authority, the Authority, as the owner, will notify the party to this Agreement, in writing, of the possibility that a Authority surveyor, as a second surveyor, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second surveyor will affix his seal to any work altered, completed, corrected, revised or added. The second surveyor will then become responsible for any alterations, additions or deletions to the original survey including any effect or impacts of those changes on the original surveyor's work product.

SECTION 18. NONCOLLUSION

A. Warranty. The Surveyor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Surveyor and those consultants, subconsultants, and providers identified in the presentation to the Authority's Board, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or surveyor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

B. Liability. For breach or violation of this warranty, the Authority shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION 19. INSURANCE

A. Insurance Liability Limits. The Surveyor shall obtain and maintain insurance limits of liability for each of the types of insurance coverage identified as follows:

1. Workers' Compensation, endorsed with a waiver of subrogation in favor of the Authority in the amount of statutory obligations imposed under the Texas Workers' Compensation Law.

2. Commercial General Liability, endorsed with the Authority as an additional insured and endorsed with a waiver of subrogation in favor of the Authority to the extent of the liabilities assumed by Surveyor under **Attachment A, Section 17** of this Agreement, in limits of liability of one million dollars ($1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
3. Professional Liability in limits of one million dollars ($1,000,000) each claim and in the aggregate.

The coverage and amounts designated herein are minimum requirements and do not establish limits of the Surveyor's liability. Additional coverage may be provided at the Surveyor's option and expense.

The issuer of any policy must have a rating of at least B+ and a financial size of Class VI or better according to the latest *Best's* rating.

B. Insurance Liability Limits. The Surveyor shall furnish proof of insurance by means of a completed Attachment I – Certificate of Insurance - Hidalgo County Regional Mobility Authority, attached hereto and made a part thereof with the Project Name and the Surveyor's name stated thereon, to be submitted prior to the beginning of the Project. The Surveyor will be considered in breach of this Agreement should the Surveyor fail to maintain the required insurance coverage during the term of this Agreement. The termination of this Agreement resulting from failure to maintain the required insurance will be carried out in accordance with the termination provisions herein.

C. Surveyor's Risk. The services to be provided under this Agreement will be performed entirely at Surveyor's risk and Surveyor assumes all responsibility for the condition of vehicles or other instrumentalities used in the performance of this Agreement.

D. Work on Texas Department of Transportation Property. To the extent that the Texas Department of Transportation or this Agreement authorizes the Surveyor or its subconsultants to perform any work on Texas Department of Transportation right of way, before beginning work the entity performing the work shall provide the Authority and the Texas Department of Transportation with a fully executed copy of the Department's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on Department right of way. This coverage shall be maintained until all work on the Department right of way is complete. If coverage is not maintained, all work on Department right of way shall cease immediately, and, the Authority may recover damages and all costs of completing the work.

SECTION 20. GRATUITIES

Employees of the Authority shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the Authority under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Authority. Any person doing business with or who may reasonably speaking do business with the Authority under this Agreement may not make any offer of benefits, gifts or favors to departmental employees, except as mentioned herein above. Failure on the part of the Surveyor to adhere to this policy may result in the termination of this Agreement.

SECTION 21. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS

The Surveyor agrees to comply with the requirements set forth in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Subcontracting Plan Requirements with an assigned goal or a zero goal, as determined by the Authority. The Surveyor will adhere to the commitment and to participation by certain Disadvantaged Business Enterprises (DBE) agreed to by the Authority during negotiations. Refer to Attachment H-7 for copies of DBE Certifications.

SECTION 22. MAINTENANCE, RETENTION AND AUDIT OF RECORDS

A. Retention Period. The Surveyor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and services provided (hereinafter called the Records). The Surveyor shall make the records available at its office during the Agreement period and for five (5) years from the date of final payment under this Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Availability. The Authority or any of its duly authorized representatives and, if appropriate, the Texas Department of Transportation, the Federal Highway Administration, the United States, Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the Surveyor's Records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

SECTION 23. CIVIL RIGHTS COMPLIANCE

(1) Compliance with Regulations: The Surveyor shall comply with the regulations of the Department of Transportation, Title 49, Code of Federal Regulations, Parts 21, 24, 26 and 60 as they relate to nondiscrimination; 23 CFR 710.405(B); also Executive Order 11246 titled Equal Employment Opportunity as amended by Executive Order 11375.

(2) Nondiscrimination: The Surveyor, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Surveyor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Surveyor of the Surveyor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

(4) Information and Reports: The Surveyor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Surveyor is in the exclusive possession of another who fails or refuses to furnish this information, the Surveyor shall so certify to the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Surveyor's noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such Agreement sanctions as the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Surveyor under this Agreement until the Surveyor complies and/or
(b) cancellation, termination, or suspension of this Agreement, in whole or in part.

(6) Incorporation of Provisions: The Surveyor shall include the provisions of paragraphs (1) through (5) above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Surveyor shall take such action with respect to any subcontract or procurement as the Authority and; if appropriate, the Texas Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event an Surveyor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Surveyor may request the Authority; or, if appropriate, the Texas Department of Transportation to enter into such litigation to protect the interests of the Authority; and, in addition, the Surveyor, if appropriate, may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 24. PATENT RIGHTS
The Authority; and if appropriate, the Texas Department of Transportation; and the U. S. Department of Transportation shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Surveyor under this Agreement.

SECTION 25. COMPUTER GRAPHICS FILES
The Surveyor agrees to comply with Attachment G, Computer Graphics Files for Document and Information Exchange, if determined by the Authority to be applicable to this Agreement.

SECTION 26. CHILD SUPPORT CERTIFICATION
Under Section 231.006, Texas Family Code, the Surveyor certifies that the individual or business entity named in this Agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Surveyor is liable to the Authority for attorney's fees, the cost necessary to complete this Agreement, including the cost of advertising and awarding a second Agreement, and any other damages provided by law or this Agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

SECTION 27. DISPUTES

A. Disputes Not Related to Agreement Services. The Surveyor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Surveyor in support of the services authorized herein.

B. Disputes Concerning Work or Cost. Any dispute concerning the work hereunder or additional costs, or any non-procurement issues shall be settled by mediation and if mediation is unsuccessful then parties go to trial under Texas State law.

SECTION 28. SUCCESSORS AND ASSIGNS

The Surveyor and the Authority do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. The Surveyor shall not assign, subcontract or transfer its interest in this Agreement without the prior written consent of the Authority.

SECTION 29. SEVERABILITY

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

SECTION 30. PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto for the services authorized herein and supersedes any prior understandings or written or oral Agreements between the parties respecting the subject matter defined herein.

SECTION 31. CONFLICT OF INTEREST

A. Representation by Surveyor. The undersigned represents that its firm has no conflict of interest that would in any way interfere with its or its employees' performance of services for the Authority or which in any way conflicts with the interests of the Authority. The firm shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Authority's interests.

B. Certification Status. The Surveyor certifies that it is not:

1. a person required to register as a lobbyist under Chapter 305, Government Code; or
2. a public relations firm other than the firms identified in the presentation to the RMA Board.

C. Environmental Disclosure. If the Surveyor will prepare an environmental impact statement or an environmental assessment under this Agreement, the Surveyor certifies by executing this Agreement that it has no financial or other interest in the outcome of the project on which the environmental impact statement or environmental assessment is prepared.

SECTION 32. OFFICE OF MANAGEMENT AND BUDGET (OMB) AUDIT REQUIREMENTS

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

SECTION 33. CERTIFICATIONS

A. The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Surveyor certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive Federal funds and, when requested by the Authority, to furnish a copy of the certification.

B. In accordance with Department of Transportation, Title 49, Code of Federal Regulations, Part 29 and by signature on this Agreement and the Debarment Certification attached hereto as Attachment K, the Surveyor certifies its compliance and the compliance of any subconsultants or subcontractors present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving federal, state or Authority funds:

(1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
(2) does not have a proposed debarment pending;
(3) has not been suspended debarred, voluntarily excluded, or determined ineligible by an federal agency within the past three (3) years; and
(4) has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years as specified by Title 49, Code of Federal Regulations, paragraph 29.305(a).

C. The Surveyor agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code as codified in Title 48, Federal Acquisition Regulations, Subpart 3.8 and subpart 52.203.11, prohibiting federal funds from being expended by a recipient or lower-tier subrecipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract or cooperative agreement. If federal funds are applied to the services under this Agreement, the Surveyor and any subconsultants or subcontractors would be required to complete the Certification of Federal Contracts and, if necessary, the Disclosure of Lobbying Activities.

D. If the Project is a federal aid project, Surveyor is required to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), which prohibit the use under non-exempt federal contract, grants, or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the USEPA Assistant Administrator of Enforcement.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE AUTHORITY

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE AUTHORITY

Project Map.

ROW Map – ROW widths, other land, ownership, survey information.

Ownership information of adjacent tracts.

Intersecting ROW information, documentation, construction plans of existing utilities if available.

Construction plans of existing facilities if available.

Intended use of the survey and required form of deliverables, files required, etc.

Accuracy required and method of display.

Horizontal and vertical datum upon where the survey should be based (if varies from TxDOT).

Research on subject tracts/parcel ownership aerial photographs.

Title Reports for Parent \ Ownership Tracts within Project

Boundary survey, (data files) of Original Survey Lines Subdivision, and Parent Tracts within Project. Includes found monumentation.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

1.0 Project Control

1.1 Primary Control

Primary Control is a series of stable and reliable monuments set and establish in the general vicinity of the project. Usually these monuments will not be further than 3 miles from the project or between each other on the project. The purpose for Primary Control is to transfer in and establish National Spatial Reference (NSRS), "Geodetic Values and Coordinates", closer and more accessible to the project site.

Note: The conventional scope for this service will not be performed; instead, the HCRMA surveyors will use the RTK Cooperative VRS[3] Network. In the event that conventional Primary Control becomes necessary, the HCRMA PMC Survey Coordinator will enumerate a detailed scope for this service.

Limits for this service:

To Be Determined by Future Work Authorization

1.1.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
		1.1.1.1	N/A		
		1.1.1.2	N/A		
		1.1.1.3	N/A		

1.1.2 Field Work Tasks.

To be provided by:					
		1.1.2.1	N/A		
		1.1.2.2	N/A		
		1.1.2.3	N/A		

1.1.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	R. Gutierrez Corp	1.1.3.1	Prepare and Submit Survey Control Book that includes: • Project Summary; • Primary Control Location Map; • Primary Control Data Sheets;		
		1.1.3.2	N/A		
		1.1.3.3	N/A		

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

1.0 Project Control

1.2 Secondary Control

Secondary Control is a series of Control points established and setup no more than 1000 feet apart and in a "line of sight" pattern. The purpose for Secondary Control is mainly for use with conventional theodolite/robotic instrumentation where an occupied and back sight point is needed. Another use for secondary control can be for GPS RTK Rover checks, initialization and calibration. The datum and values of secondary control will be derived from the Valley VRS Network.

Note: The conventional scope for this service will not be performed; instead, the "Panel points" or "Aerial Target" monumentation establish for the Aerial Photogrammetry will be utilized as Secondary Control for the TCC/SH 365 segment of this project due to its availability. In the event that conventional Secondary Control becomes necessary, the HCRMA PMC Survey Coordinator will enumerate a detailed scope for this service.

Limits for this service:

To Be Determined by Future Work Authorization

1.2.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
	R. Gutierrez Corp	1.2.1.1	Contact and Coordinate with HCRMA for … • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. •
HCRMA	R. Gutierrez Corp	1.2.1.2	Obtain Survey Control Report that includes: Panel Point Data Control Sheets, Location Map and coordinate values.
		1.2.1.3	

1.2.2 Field Work Tasks.

To be provided by:			
	R. Gutierrez Corp	1.2.2.1	Locate, recover and flag panel points. *(Existing on Ground)*
	R. Gutierrez Corp	1.2.2.2	Survey and check horizontal and vertical coordinates on all recovered panel points using GPS RTK "Control Observation" procedures. *(Existing on Ground)*
		1.2.2.3	

1.2.3 Office Work / Delivery Preparation Tasks

To be provided by:			
	R. Gutierrez Corp	1.2.3.1	Prepare and submit a REVISED Survey Control Report that includes: • Panel Point Data Control Sheets, • Location Map and coordinate values of recovered panel points.
	R. Gutierrez Corp	1.2.3.2	

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

1.0 Project Control

1.3 Photogrammetric (Aerial) Control

Photogrammetric (Aerial) Control is a series of Control points established and setup in a pattern on the ground to provide the Photogrametrist a means by which to position and Ortho-rectify the aerial photographs to the project Datum and scale. The datum and values of the aerial control will be derived from the Valley VRS Network.

Note: This service was performed by others in the recent past therefore the "Panel points" or "Aerial Target" monumentation establish for the Aerial Photogrammetry will be utilized as Secondary Control for the TCC/SH 365 segment of this project due to its availability. In the event that Photogrammetric Control becomes necessary, the HCRMA PMC Survey Coordinator will enumerate a detailed scope for this service.

Limits for this service:

To Be Determined by Future Work Authorization

1.3.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
Others	R. Gutierrez Corp	1.3.1.1	Contact and Coordinate with HCRMA and Aerial Photogrammetrist for… • Proposed project ROW widths or Corridor maps, Intersecting ROW information and documentation, Construction plans of existing facilities and utilities if available, all other survey data and information. • Plan for panel point or target layout scheme. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control) • Schedule for survey and number of re-visits to maintain and/or re-staking
		1.3.1.2	
		1.3.1.3	

1.3.2 Field Work Tasks

To be provided by:			
Others	R. Gutierrez Corp	1.3.2.1	Layout aerial targets as per plan.
Others	R. Gutierrez Corp	1.3.2.2	Survey each aerial target point using GPS RTK "Control Observation" procedures.
Others	R. Gutierrez Corp	1.3.2.3	Revisit project ONE additional time, (or as directed by PMC), to maintain and / or re-stake disturbed or obliterated points.
Others	R. Gutierrez Corp	1.3.2.4	Maintain GPS data observation ground crew during flight (if applicable)
Others	R. Gutierrez Corp	1.3.2.5	Remove aerial targets after photogrammetry process has been completed.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

1.0 Project Control

1.3.3 Office Work / Delivery Preparation Tasks

To be provided by:					
Others	R. Gutierrez Corp	1.3.3.1	Process XYZ coordinates and submit coordinate values and all necessary panel point information to photogrammetrist		
Others	R. Gutierrez Corp	1.3.3.2	Prepare and Submit Survey Control Report that includes: • Project Summary; • Primary Control Location Map; • Primary Control Data Sheets; • Panel Point Data Control Sheets; • Panel Point Location Map and Panel Points coordinate values list of each aerial target point.		
		1.3.3.3			

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

1.0 Project Control

1.4 Project Alignment / Baselines

Survey to Stake and Layout the centerline or baseline of the preliminary or proposed route or corridor to provide Geotechnical, Environmental, Archeologists and others a means by which to locate their position or location on the project.

Limits for this service:

To Be Determined by Future Work Authorization

1.4.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
HCRMA	R. Gutierrez Corp	1.4.1.1	Contact and Coordinate with HCRMA for… • Proposed project ROW and alignment maps, Intersecting ROW information and documentation, Proposed Construction plans if available, all other survey data and information. • Proposed project ROW and alignment maps, Intersecting ROW information and documentation, Proposed Construction plans if available, all other survey data and information. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control) • Schedule for survey and number of re-visits to maintain and/or re-staking		
		1.4.1.2	N/A		
		1.4.1.3	N/A		

1.4.2 Field Work Tasks.

To be provided by:					
	R. Gutierrez Corp	1.4.2.1	Stake centerline, or under mitigating circumstances, stake offset baseline for preliminary corridor alignment… • at all Deflection PI's, PC's, PT's, • at *(1000')* (EVEN STATION) intervals on straight POTs • at *(1000')* (EVEN STATION) intervals on curves. • Stake point using *(5/8"x 2')* wooden hub and 4 foot wooden guard lathe. • Mark lathe with station number and offset on baselines.		
	R. Gutierrez Corp	1.4.2.2	Stake adjacent preliminary or proposed ROW lines… • at all Deflection PI's, PC's, PT's • at *(1000')* (EVEN STATION) intervals on straight POTs • *at (1000')* (EVEN STATION) intervals on curves • Stake point using *(5/8"x 2'*) wooden hub and 4 foot wooden guard lathe. • Mark lathe with centerline station number and offset from project center.		
	R. Gutierrez Corp	1.4.2.3	Revisit project ONE additional time, (or as directed by HCRMA), to maintain and / or re-stake disturbed or obliterated points.		
		1.4.2.4	N/A		

1.4.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	R. Gutierrez Corp	1.4.3.1	Provide HCRMA with Stakeout report		
	R. Gutierrez Corp	1.4.3.2	Provide reports as per PMC request, i.e., Geographic Lat/Long of staked points.		
	R. Gutierrez Corp	1.4.3.3	N/A		

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

3.0 Topographic and Planimetric Survey

Surveys, measurements and data within the project limits to develop a Digital Terrain Model (DTM) and Planimetrics of the project route or corridor.

3.1. FULL Topo and Planimetrics

This is FULL development of NEW Digital Terrain Model (DTM) and Planimetrics of the project route or corridor without the benefit of aerial photogrammetry and mapping

Limits for this service:

To Be Determined by Future Work Authorization

3.1.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
	R. Gutierrez Corp	3.1.1.1	Contact and Coordinate with HCRMA for… • Proposed project ROW widths or Corridor maps, Intersecting ROW information and documentation, Construction plans of existing facilities and utilities if available, all other survey data and information. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required, etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control)	
		3.1.1.2	N/A		
		3.1.1.3	N/A		

3.1.2 Field Work Tasks.

To be provided by:					
N/A	R. Gutierrez Corp	3.1.2.1	Survey proposed route or corridor for project DTM. • Cross Section corridor at every 100 foot stations and all break lines. • Cross Section 175’ right and left, (350’ wide), of the route or corridor centerline. (See Special or Mitigation Surveys for special and extended Topo Survey)		
HCRMA	R. Gutierrez Corp	3.1.2.2	Survey CROSSING Drainage ditches, Canals and Streams and etc for project DTM. • Cross Section the above every 100' and at all break lines. Obtain flow line elevation shots, inside Drainage ditches and Canals and etc. • Cross section the above from toe to toe plus 25’. • Cross section the above out to 500’ right and left of the route or corridor centerline. (See Special or Mitigation Surveys for special and extended Topo Survey)		
N/A	R. Gutierrez Corp	3.1.2.3	Survey CROSSING or intersecting Highways, Streets, Roads, and etc. for project DTM. • Cross Section the above every 100' and at all break lines. • Cross section the above from ROW to ROW plus 25’. • Cross section the above out to 500’ right and left of the route or corridor centerline. (See Special or Mitigation Surveys for special and extended Topo Survey)`		

	R. Gutierrez Corp	3.1.2.4	Survey and Measure all above ground and visible topical objects and features within survey corridor for project PLANIMETRICS including but not limited to:
			• Developed sites i.e., driveways and culverts, flatwork, fences, curbs, parking, entrances, buildings/improvements, and etc. Note and describe all on survey deliverable.
			• Bridges/Overpasses of Hwy, Road, and Street; i.e. deck top, embankment, railings and ect. and profile of natural ground below structure.
			  ○ (See Attachment C.6 Special or Mitigation Surveys for special and detailed Bridge Survey)
			• Cross Culverts/Bridges of Drain Ditch, Irrigation Canal, Stream, i.e, deck top, railings, wing walls and etc. and profile of natural ground below structure.
			  ○ (See Attachment C.6 Special or Mitigation Surveys for special and detailed Cross Culvert Survey)
			• Drainage Ditch / Irrigation Canal / Flood Control Structures, i.e., gates, weirs, outfalls, spillways, culverts and etc. and flow line elevations below structure.
			  ○ (See Attachment C.6 Special or Mitigation Surveys for special, detailed or offsite Drainage / Irrigation / Flood Control Structure Survey)
			  ○ (See Attachment C.5 Utility Survey for Storm Water Drainage / Irrigation / Flood Control Pipelines Survey)
			• Major Vegetation, i.e., large old trees, fruit bearing trees, dense brush clumps and etc.
			• Signage, i.e., roadway, private, billboards, etc. Note and describe sign and sign content on survey deliverable.
			• Oil and Gas Wells and facilities, i.e., well heads, battery Tanks, compressors and etc.
			• Utilities, above ground visible and apparent features i.e., markers, signs, risers, poles, guy wires and etc.
			  ○ (See Attachment C.5 for Utility Surveying Scope)

		3.1.2.5	N/A

3.1.3 Office Work / Delivery Preparation Tasks

To be provided by:			
N/A	R. Gutierrez Corp	3.1.3.1	Process all survey data using GEOPAC – MICROSTATION software and submit a digital… • DAT file (project metadata) • TIN file (masspoints and breaklines) • 2d.DGN file (Project Planimetrics) • 2d.DGN file (Project DTM and Contours)
N/A	R. Gutierrez Corp	3.1.3.2	Submit a 1"= 50' scale hardcopy of project PLANIMETRICS showing line work and labels of all above ground and pertinent objects and features surveyed.
N/A	R. Gutierrez Corp	3.1.3.3	Submit a 1" = 50' scale hardcopy of project DTM and Contours showing line work and labels of ground relief and elevations of project corridor

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

3.0 Topographic and Planimetric Survey

Surveys, measurements and data within the project limits to develop a Digital Terrain Model (DTM) and Planimetrics of the project route or corridor.

3.2. IN-FILL Topo and Planimetrics

This is to supplement and update the Digital Terrain Model (DTM) and Planimetrics of the project route or corridor produced by aerial photogrammetry and mapping.

Limits for this service:

To Be Determined by Future Work Authorization

3.2.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
HCRMA	R. Gutierrez Corp	3.2.1.1	Contact and Coordinate with HCRMA for… • OBTAIN EXISTING AERIAL MAPPING digital files, maps, data and information. • Review Existing Aerial Mapping digital files, maps, data and determination of the extent of In-fills that will be necessary and/or needed. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control)
		3.2.1.2	N/A
		3.2.1.3	N/A

3.2.2 Field Work Tasks.

To be provided by:			
	R. Gutierrez Corp	3.2.2.1	Obtain elevation shots within the limits of the provided aerial photogrammetric DTM in areas left void or blank. • Survey voids or blanks within aerial mapping limits. ○ (See Special or Mitigation Surveys for special and extended Topo Survey).
	R. Gutierrez Corp	3.2.2.2	Survey, cross section and/or obtain flow line elevation shots, inside Drainage ditches, Canals and Streams within the limits of the provided aerial photogrammetric DTM left void or blank. • Cross Section the inside of the above every 100' and at all break lines. Obtain flow line elevation shots. • Cross section the above within the aerial mapping limits and beyond aerial mapping limits 100’ each side. ○ (See Special or Mitigation Surveys for special and extended Topo Survey)
	R. Gutierrez Corp	3.2.2.3	Survey and cross section CROSSING or intersecting Highways, Streets, Roads, and etc. within the limits of the provided aerial photogrammetric DTM left void or blank. • Cross section the above out to 300’ right and left of the aerial mapping limits. ○ (See Special or Mitigation Surveys for special and extended Topo Survey)

	R. Gutierrez Corp	3.2.2.4	Survey and Measure all above ground and visible topical objects and features within the provided aerial photogrammetric PLANIMETRICS left void or blank, including but not limited to:
			• Developed sites i.e., driveways and culverts, flatwork, fences, curbs, parking, entrances, buildings/improvements, and etc. Note and describe all on survey deliverable.
			• Bridges/Overpasses of Hwy, Road, and Street; i.e. deck top, embankment, railings and ect. and profile of natural ground below structure.
			  ○ (See Attachment C.6 Special or Mitigation Surveys for special and detailed Bridge Survey)
			• Cross Culverts/Bridges of Drain Ditch, Irrigation Canal, Stream, i.e, deck top, railings, wing walls and etc. and profile of natural ground below structure.
			  ○ (See Attachment C.6 Special or Mitigation Surveys for special and detailed Cross Culvert Survey)
			• Drainage Ditch / Irrigation Canal / Flood Control Structures, i.e., gates, weirs, outfalls, spillways, culverts and etc. and flow line elevations below structure.
			  ○ (See Attachment C.6 Special or Mitigation Surveys for special, detailed or offsite Drainage / Irrigation / Flood Control Structure Survey)
			  ○ (See Attachment C.5 Utility Survey for Storm Water Drainage / Irrigation / Flood Control Pipelines Survey)
			• Major Vegetation, i.e., large old trees, fruit bearing trees, dense brush clumps and etc.
			• Signage, i.e., roadway, private, billboards, etc. Note and describe sign and sign content on survey deliverable.
			• Oil and Gas Wells and facilities, i.e., well heads, battery Tanks, compressors and etc.
			• Utilities, above ground visible and apparent features i.e., markers, signs, risers, poles, guy wires and etc.
			  ○ (See Attachment C.5 for Utility Surveying Scope)

3.2.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	R. Gutierrez Corp	3.2.3.1	RE-PROCESS all survey data using GEOPAC – MICROSTATION software and submit NEW digital… • DAT file (project metadata) • TIN file (masspoints and breaklines) • 2d.DGN file (Project Planimetrics) • 3d.DGN file (Project DTM and Contours)		
	R. Gutierrez Corp	3.2.3.2	Submit a 1”= 50’ scale hardcopy of project PLANIMETRICS showing line work and labels of all above ground and pertinent objects and features surveyed. Highlight new or updated information.		
	R. Gutierrez Corp	3.2.3.3	Submit a 1” = 50’ scale hardcopy of project DTM and Contours showing line work and labels of ground relief and elevations of project corridor. Highlight new or updated information.		

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

4.0 Boundary Survey

Surveys and boundary line re-construction of the Land Tracts through which the proposed project route or corridor will pass. This survey will be used for the final design of the project's right of way line location therefore must be performed early in the project phase. This is NOT part of the right of way and parcel platting phase of the project even though it will be heavily relied upon to perform that phase.

Definitions for use in this context.
… Grants, Patents (Surveys), Porciones, i.e., Santa Anita Grant, Porcion 87, Survey No. 112
… Lot/Block Tracts or Partition Tracts, (Original Subdivisions of Grants, Surveys and Porciones) , i.e., Hidalgo Canal, Tex-Mex RR, San Salvador del Tule.
… Land Tracts, (severances or junior surveys of Lot/Block Tracts or Partition Tracts), i.e., 4.28 acres of Lot 1 Blk. 1, Tex-Mex RR
… Subdivision Tracts, (lots inside a platted subdivision of a Land Tract), i.e., Lot 1 of a subdivision of 4.28 acres of Lot 1 Blk. 1, Tex-Mex RR.
… ROW/Easement Tracts, (are much like Land Tracts and are severances within all of the above), i.e., HCIDD#1 150' ROW.
… Parent Tracts, (any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership), i.e. all of Lot 2 Blk. 1 and 4.28 acres of Lot 1 Blk. 1, Tex Mex RR

Limits for this service:

To Be Determined by Future Work Authorization

4.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
HCRMA	R. Gutierrez Corp	4.1.1	Contact and Coordinate with HCRMA for… • Proposed ROW or Corridor maps, data and information. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control)
	R. Gutierrez Corp	4.1.2	Research Deeds, Maps, and other survey records and Abstract adequate property data and information to support the preparation of a Digital "Working Sketch", or "Deed Draft Record Sketch", to support the determination of the location and the re-construction of intended boundaries of the land Tracts to be field surveyed.
HCRMA	R. Gutierrez Corp	4.1.3	Obtain ROE information and work performed in the Right of Entry phase of project. (If Available)
HCRMA	R. Gutierrez Corp	4.1.4	HCRMA will obtain "Abstracts of Title" or "Title Reports" of Parent Tracts from a reputable Abstract Company or Landman. HCRMA will make "Abstracts of Title" or "Title Runs" and other abstracted information available to Surveyor.
	R. Gutierrez Corp	4.1.5	Prepare digital "Working Sketch", or "Deed Draft Record Sketch". (This will evolve into the Final "Boundary Map" as field survey data is performed)

4.2 Field Work Tasks.

To be provided by:					
	R. Gutierrez Corp	4.2.1	Locate, recover, and re-trace all corners and survey lines of the Land Tracts through which the proposed project route or corridor will pass.		
	R. Gutierrez Corp	4.2.2	The surveyor will begin by locating or retracing as many corners of the original grants as required to construct the boundaries of the Land Tracts included in the project for future takings. Subsequent to locating the original grant boundaries and preparing a boundary construction, the surveyor may locate corners and lines of any junior survey interior to the original grants. In this manner, the surveyor will build up a logical scheme of boundary construction.		
		4.2.3	N/A		

4.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	R. Gutierrez Corp	4.3.1	Perform final boundary analysis and boundary re-construction decisions of survey lines for the lands included in the project for future takings in accordance to all Texas Board of Professional Land Surveying rules, standards and policies. *("Footsteps of the Original Surveyor")*		
	R. Gutierrez Corp	4.3.2	Prepare and deliver a completed digital Boundary Construction Map. This map will depict all survey evidence recovered in the survey. The surveyor will prepare a survey map showing the corners recovered, the courses, and distances of the boundaries and areas of lands considered in the project. • Insure that boundary map coincides with the project grid and datum control. • Insure that boundary map includes all easements, severances, or other exceptions that the "Abstracts of Title" or "Title Reports" yield.		
	R. Gutierrez Corp	4.3.3	Overlay the most current PROPOSED/PRELIMINARY ROW Corridor onto the Boundary Construction Map and analyze for areas of uneconomic remainders, small slivers of land or un-rationalized takings. Prepare a written report and consult with HCRMA summarizing any discrepancies or problems. This will also be shown on the survey map. This will also be known as the Preliminary ROW Map.		

NOTE:

HCRMA PMC and Design Engineers will take the surveyors Boundary Survey deliverables and develop a **FINAL ROW FOOTPRINT** and then direct surveyor to start and complete the **Right of Way Mapping and Parcel Tract Plats** phase of the surveyor's scope of services.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

5.0 Utility Survey

Surveys and measurements to map all utilities, (especially buried/underground utilities), crossing, or adjacent to the project route or corridor.

Note: Storm Water Drainage, Irrigation, Flood Control Pipelines are considered utilities. Drainage, Irrigation, Flood Control ditches or canal is not considered utilities.
Refer to Attachment C.6 Special or Mitigation Surveys for special, detailed or offsite utility surveys, i.e., Potholing activities at conflict locations.

Limits for this service:

To Be Determined by Future Work Authorization

5.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
ENG.	R. Gutierrez Corp	5.1.1	Contact and Coordinate with HCRMA for… • Proposed project ROW widths or Corridor maps, Construction plans of existing facilities and utilities if available, all other survey data and information for utilities. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required, etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control)
ENG.	R. Gutierrez Corp	5.1.2	Identify and compile list of existing utility owners along, adjacent and crossing project. • If necessary, Recon project in the field observe utility locator markers, signs and above ground risers to Identify and compile a complete list of existing utility owners along, adjacent and crossing project.
ENG.	R. Gutierrez Corp	5.1.3	Contact and provide utility owners with the project "footprint" and request location markup information of their utility. Suggested Utility owners might be: • Telecommunication companies for FIBER OPTICS or transmission lines • Irrigation Districts • HCDD#1 • Municipalities •
ENG.	R. Gutierrez Corp	5.1.4	Contact TxDOT utility coordinator for permit records and/or as-built construction plans.
ENG.	R. Gutierrez Corp	5.1.5	Contact and coordinate with Texas 811 (Dig Tess) to locate and mark underground utilities.
ENG.	R. Gutierrez Corp	5.1.6	Contact and coordinate with Municipalities to locate and mark underground utilities.
ENG.	R. Gutierrez Corp	5.1.7	Contact Texas Railroad Commission for major gas/oil transmission lines digital computer files and maps.
ENG.	R. Gutierrez Corp	5.1.8	Attend all utility coordination meetings

5.2 Field Work Tasks.

To be provided by:					
	R. Gutierrez Corp	5.2.1	Complete the location of all above ground utility features that may have been missed in Attachment C.3 Topographic / Planimetric survey. Survey and measure all above ground risers for all underground or buried Utilities within surveyed corridor of project, including but not limited to: • Description, size/ diameter, material, top and flow line elevations, direction of flow, and etc. of underground utility at manholes, inlets, vaults, standpipes, vents, valves, and etc. • Description, size/ diameter, material, direction of line, line connectivity, (if data is made available), natural ground elevations, at locations marked by Dig Tess and/or utility company/owner. • Description, size/ diameter, material, elevation / height, direction of line, line connectivity, and etc. of above ground / aerial utilities. (See Attachment C.6 Special or Mitigation Surveys for special and detailed Utility Surveys at locations designated by design engineers as possible conflict with project plans, i.e., Potholing activities…)
		5.2.2	N/A
		5.2.3	N/A

5.3 Office Work / Delivery Preparation Tasks

To be provided by:					
ENG.	R. Gutierrez Corp	5.3.1	Prepare and submit digital Utility (2D) Map. Show description, size/ diameter, material, top and flow line elevations, direction of flow, , line elevation / height, direction of line, line connectivity, Dig Tess and/or utility company/owner markings of all above ground and underground / buried utilities within surveyed corridor of project.
		5.3.2	N/A
		5.3.3	N/A

6.0 Special or Mitigation Surveys

Surveys or services to obtain special details on specific aspects of the project not typically obtained during the performance of other surveying services or to obtain distinctive details on specific aspects outside the delineated project or survey area.

6.1 Surveys for Engineering Design

6.1.1 Bridges / Overpasses

Measurements to obtain cross sectional, (Elevation), details on bridges and bridge components such as columns, abutments, bents, bearing seat, bottom of deck, top of deck, bottom of beams, and other details requested by design engineer and Prepare cross sectional, (Elevation), details and exhibits.

Limits for this Service:

To Be Determined by Future Work Authorization

6.1.1.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
HCRMA / ENG.	R. Gutierrez Corp	6.1.1.1.1	Contact and Coordinate with HCRMA and Design Engineer for… • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc.
		6.1.1.1.2	N/A
		6.1.1.1.3	N/A

6.1.1.2 Field Work Tasks.

To be provided by:			
	R. Gutierrez Corp	6.1.1.2.1	Measurements to obtain cross sectional, (Elevation), details on bridges and bridge components such as columns, abutments, bents, bearing seat, bottom of deck, top of deck, bottom of beams, and other details requested by design engineer.
		6.1.1.2.2	N/A
		6.1.1.2.3	N/A

6.1.1.3 Office Work / Delivery Preparation Tasks

To be provided by:			
	R. Gutierrez Corp	6.1.1.3.1	Prepare cross sectional, (Elevation), details and exhibits as directed.
		6.1.1.3.2	N/A
		6.1.1.3.3	N/A

6.0 Special or Mitigation Surveys

6.1.2 Cross Culverts/Bridges

Measurements to obtain cross sectional, (Elevation), details on culvert components such as size, construction, apron, wingwalls, hydraulic openings, silting, and other details requested by design engineer and Prepare cross sectional, (Elevation), details and exhibits

Limits for this Service:

To Be Determined by Future Work Authorization

6.1.2.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
HCRMA / ENG.	R. Gutierrez Corp	6.1.2.1.1	Contact and Coordinate with HCRMA and Design Engineer for… • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc.
		6.1.2.1.2	N/A
		6.1.2.1.3	N/A

6.1.2.2 Field Work Tasks.

To be provided by:			
	R. Gutierrez Corp	6.1.2.2.1	Measurements to obtain cross sectional, (Elevation), details on bridges and bridge components such as columns, abutments, bents, bearing seat, bottom of deck, top of deck, bottom of beams, and other details requested by design engineer
		6.1.2.2.2	N/A
		6.1.2.2.3	N/A

6.1.2.3 Office Work / Delivery Preparation Tasks

To be provided by:			
	R. Gutierrez Corp	6.1.2.3.1	Prepare cross sectional, (Elevation), details and exhibits as directed.
		6.1.2.3.2	N/A
		6.1.2.3.3	N/A

6.0 Special or Mitigation Surveys

6.1.3 Drainage Ditch / Irrigation Canal / Flood Control Structures

Measurements to obtain cross sectional, (Elevation), details on siphons, gates, weirs, and other open ditch and flood control structures at locations requested by design engineers and Prepare cross sectional, (Elevation), details and exhibits

Limits for this Service:

To Be Determined by Future Work Authorization

6.1.3.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
HCRMA / ENG.	R. Gutierrez Corp	6.1.3.1.1	Contact and Coordinate with HCRMA and Design Engineer for… • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc.
		6.1.3.1.2	N/A
		6.1.3.1.3	N/A

6.1.3.2 Field Work Tasks.

To be provided by:			
	R. Gutierrez Corp	6.1.3.2.1	Measurements to obtain cross sectional, (Elevation), details on siphons, gates, weirs, and other open ditch and flood control structures at locations requested by design engineers.
		6.1.3.2.2	N/A
		6.1.3.2.3	N/A

6.1.3.3 Office Work / Delivery Preparation Tasks

To be provided by:			
	R. Gutierrez Corp	6.1.3.3.1	Prepare cross sectional, (Elevation), details and exhibits as directed
		6.1.3.3.2	N/A
		6.1.3.3.3	N/A

6.0 Special or Mitigation Surveys

6.1.4 Utilities

Measurements to obtain cross sectional, (Elevation), details on underground/buried conduit. at locations requested by design engineers.

Limits for this Service:

To Be Determined by Future Work Authorization

6.1.4.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
ENG.		6.1.4.1.1	Contact and Coordinate with… • Irrigation District • Drainage District • IBWC • Municipalities … as to schedule for Potholing activities and Pothole locations designated by design engineers as possible conflict with project plans.
ENG / HCRMA	R. Gutierrez Corp	6.1.4.1.2	Contact and Coordinate with HCRMA and Design Engineer for… • Pothole locations and potholing schedules needed. • … and Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc.
		6.1.4.1.3	N/A

6.1.4.2 Field Work Tasks.

To be provided by:			
UTIL Co.	R. Gutierrez Corp	6.1.4.2.1	Log and survey, depths and locations of "potholes".
		6.1.4.2.2	N/A
		6.1.4.2.3	N/A

6.1.4.3 Office Work / Delivery Preparation Tasks

To be provided by:			
ENG.	R. Gutierrez Corp	6.1.4.3.1	Update digital Utility (3D) Map produce in Attachment C.5 Utility Surveys.
		6.1.4.3.2	N/A
		6.1.4.3.3	N/A

6.0 Special or Mitigation Surveys

6.1.5 Additional Topography and/or Planimetrics

Surveys for additional (DTM) and/or, Planimetrics outside the surveyed project route or corridor area/limits as requested by design engineers.

Limits for this Service:

To Be Determined by Future Work Authorization

6.1.5.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
ENG. / HCRMA	R. Gutierrez Corp	6.1.5.1.1	Contact and Coordinate with HCRMA and Design Engineer for… • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Locations / Areas needing additional elevations, cross sections, planimetrics and etc.
		6.1.5.1.2	N/A
		6.1.5.1.3	N/A

6.1.5.2 Field Work Tasks.

To be provided by:			
	R. Gutierrez Corp	6.1.5.2.1	Survey and Cross section IBWC Levees that were recently modified and re-constructed and may be outside of the surveyed corridor area.
	R. Gutierrez Corp	6.1.5.2.2	Survey and Cross section intersecting Highways, Streets, Roads, and etc. 500', (or to first break line whichever comes first), upstream for drainage mitigation.
	R. Gutierrez Corp	6.1.5.2.3	Locate, Survey and Measure IBWC flood control structures that were recently added, modified and/or re-constructed and that may be outside the surveyed corridor area.

6.1.5.3 Office Work / Delivery Preparation Tasks

To be provided by:			
	R. Gutierrez Corp	6.1.5.3.1	RE-PROCESS all survey data using and submit updated digital DTM and Planimetrics
		6.1.5.3.2	N/A
		6.1.5.3.3	N/A

6.0 Special or Mitigation Surveys

6.2 Surveys for Wet Lands / Environmental / Archeology Study's

Surveys and measurements for the support of the studies that will be performed by these disciplines.

Limits for this Service:

To Be Determined by Future Work Authorization

6.2.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
Others	R. Gutierrez Corp	6.2.1.1	Contact and Coordinate with HCRMA and Environmental / Archeologist for… • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Limits, locations, areas needing additional survey.		
		6.2.1.2	N/A		
		6.2.1.3	N/A		

6.2.2 Field Work Tasks.

To be provided by:					
		6.2.2.1	N/A		
		6.2.2.2	N/A		
		6.2.2.3	N/A		

6.2.3 Office Work / Delivery Preparation Tasks

To be provided by:					
		6.2.3.1	N/A		
		6.2.3.2	N/A		
		6.2.3.3	N/A		

6.0 Special or Mitigation Surveys

6.3 Surveys for Hydrological / Drainage Study's

Surveys and measurements in support of the study of the surrounding watershed and cadastral drainage patterns.

Limits for this Service:

To Be Determined by Future Work Authorization

6.3.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
Others	R. Gutierrez Corp	6.3.1.1	Contact and Coordinate with HCRMA and Engineer for… • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Limits, locations, areas needing additional survey.		
		6.3.1.2	N/A		
		6.3.1.3	N/A		

6.3.2 Field Work Tasks.

To be provided by:					
		6.3.2.1	N/A		
		6.3.2.2	N/A		
		6.3.2.3	N/A		

6.3.3 Office Work / Delivery Preparation Tasks

To be provided by:					
		6.3.3.1	N/A		
		6.3.3.2	N/A		
		6.3.3.3	N/A		

6.0 Special or Mitigation Surveys

6.4 Surveys for Geotechnical Studies

Surveys and measurements to stake the location, or, to record and report the location of soil borings and other geotechnical soil testing excavations.

Limits for this Service:

To Be Determined by Future Work Authorization

6.4.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
HCRMA / Geo	R. Gutierrez Corp	6.4.1.1	Contact and Coordinate with HCRMA and Geotech for… • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Intended or needed Bore Hole locations.
		6.4.1.2	N/A
		6.4.1.3	N/A

6.4.2 Field Work Tasks.

To be provided by:			
	R. Gutierrez Corp	6.4.2.1	Stake out 28 bore holes / Field locate finished boreholes
		6.4.2.2	N/A
		6.4.2.3	N/A

6.4.3 Office Work / Delivery Preparation Tasks

To be provided by:			
		6.4.3.1	N/A
		6.4.3.2	N/A
		6.4.3.3	N/A

7.0 Right of Way Mapping and Parcel Tract Platting

Preparation of maps, plats, legal descriptions and all documents for the Final ROW Acquisition and monumenting of final Right of Way and Parcels.

Definitions and Concepts for use in this context and derived from the TxDOT and HCRMA Survey Manuals.

Parent Tracts are defined by contiguous ownership, i.e.:

… any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership.
… any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership and not divided by a public way, separate ownership or platted as a subdivision.
… any tract of land comprised of contiguous lots in a platted subdivision under a single ownership.

Parcels are defined and created by ownership and unity of use and are the actual real properties, or tracts, to be acquired by the HCRMA, whether through purchase, donation, or exchange.

… If a Parent Tract of contiguous properties has a unity of use, then two or more properties may be combined into one parcel.

… If a Parent Tract of contiguous properties does not have unity of use, then each property is a separate parcel.

… If a Parent Tract has different and discrete land use areas, then each land use area must be partitioned into separate parcels with a unique number. A Parcel, therefore, does not necessarily have a one-to-one correspondence to the property lines of the parent tract.

… if a Parent Tract is divided or severed by public ways or by separate ownership and does NOT have common underlying ownership then each property must be partitioned into separate parcels with a unique number.

… if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership but does NOT have unity of use then each property must be partitioned into separate parcels with a unique number.

… if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership and DOES have unity of use then each property may be partitioned into ONE Parcel and sub-partitioned into separate PARTS.

Limits for this service:

To Be Determined by Future Work Authorization

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

7.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
HCRMA	R. Gutierrez Corp	7.1.1	Contact and Coordinate with HCRMA for… • FINAL and APPROVED ROW FOOTPRINT prepared by HCRMA Design Engineers. (See Attachment C.4 – Detailed Scope of Services for Boundary Survey). • Any other information or data completed on the project to this point, i.e., final approved schematic, Planimetric Map of Project in MicroStation compatible format, Horizontal and Vertical projection, grid system and datum upon where the survey should be based and all other data the HCRMA has on hand.
HCRMA	R. Gutierrez Corp	7.1.2	Deliver "Abstracts of Title" or "Title Reports" of Parent Tracts prepared by Title Co.
HCRMA	R. Gutierrez Corp	7.1.3	Deliver HCRMA survey monument caps (if applicable)
HCRMA	R. Gutierrez Corp	7.1.4	Review of the HCRMA Survey Manuel and Right of Way requirements and discuss… • Parcel creation and numbering Requirements. The methodology of numbering ROW parcels must be correct and consistent to avoid problems in the appraisal process or with record maintenance through the ROW information system. Communicate regularly with the HCRMA for uniformity of Parcel creation methodology. • ROW MAP Requirements. • Parcel Plats and Parcel Descriptions Requirements.

7.2 Field Work Tasks.

To be provided by:			
	R. Gutierrez Corp	7.2.1	Monument the final project ROW lines… • Set a 5/8" diameter x 24" long rebar, capped with an "HCRMA ROW" aluminum disk along the ROW lines at all corners, angle points, and points of curvature and tangency.
	R. Gutierrez Corp	7.2.2	Monument Parcel corners… • Set 5/8" diameter x 18" long rebar, capped with an "HCRMA ROW" aluminum disk along ROW lines • Set 1/2'' diameter x 18" long rebar, capped with an appropriate cap bearing identification of the sub consultant Surveyor on interior corners (corners inside the taking)
	R. Gutierrez Corp	7.2.3	Verify that all planimetric features of existing topo and planimetrics within the staked parcel are current. • Exercise special care in observing both structure and aerial encroachments such as overhead electric and telephone lines with cross-arms.

7.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	R. Gutierrez Corp	7.3.1	Analyze, define and create final Parcels and Parcel numbering plan. • See Parcel creation definition above.		
	R. Gutierrez Corp	7.3.2	Update existing Planimetric map with any new or missing features or encroachments.		
	R. Gutierrez Corp	7.3.3	Prepare and Create ROW MAP including… • Title Sheet • Parcel Index Sheet • Control Sheet o (BMs set as per Attachment C.8 – Detailed scope of Service for Construction Staking will be the control on this sheet) • Plan Sheets		
	R. Gutierrez Corp	7.3.4	Prepare and create PARCEL PLATS and DESCRIPTIONS Prepare survey plats and metes and bounds descriptions as per HCRMA requirements for each Acquisition Parcel.		

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

8.0 Construction Control and Staking

Construction Control is indented for use by the contractor that will build the HCRMA facility. It will give the contractor a basis, or control to layout and construct the facility as per final design and construction plans. Construction Control is a series of "Benchmarks" established and setup no more than 1000 feet apart and in a "line of sight" pattern along and 1' inside one of the ROW lines. The purpose is mainly to enable the contractor to use conventional theodolite/robotic and leveling instrumentation where an occupied and backsight point is needed. Another use for secondary control can be for GPS RTK Rover and machine control checks initialization and calibration. The datum and values of secondary control will be derived from the Valley VRS Network.

Limits for this service:

To Be Determined by Future Work Authorization

8.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
HCRMA	R. Gutierrez Corp	8.1.1	Contact and Coordinate with HCRMA… • Intended use of survey, Timing of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc.
		8.1.2	N/A
		8.1.3	N/A

8.2 Field Work Tasks.

To be provided by:			
	R. Gutierrez Corp	8.2.1	Set and establish Benchmarks along and 1' inside one of the project's ROW line at no more than 1000' intervals. • Set benchmarks by digging 8" diameter x 18" deep post hole… insert a 5/8" by 24" long iron rod in middle of hole… install HCRMA benchmark cap on rod… fill hole around rod with "Quikrete" cement. Mark with 4 foot wooden guard lathe marked with PGL station number.
	R. Gutierrez Corp	8.2.2	Survey each benchmark using GPS RTK "Control Observation" procedures for horizontal value.
	R. Gutierrez Corp	8.2.3	Survey each bench mark using 3-wire leveling procedures for vertical value.
	R. Gutierrez Corp	8.2.4	Stake PGL, or under mitigating circumstances, stake offset baseline at all Deflection PI's, PC's, PT's and 1000' (EVEN STATION) POT's. • Stake PGL point using 1/2" x 18" long iron rod, (do not cap) and 4 foot wooden guard lathe marked with station number. • Stake PGL using GPS RTK "Stakeout" procedures for horizontal value. Do not assign vertical value to PGL points. These points are for horizontal use only.

8.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	R. Gutierrez Corp	8.3.1	Prepare and create the Control Sheets to be included in the final ROW MAP. • Control Sheets will contain a detail for each Benchmark established along the ROW line. Each detail will show a location sketch and all data related to the Benchmark. Station, Offset and Elevation values will be highlighted and pronounced as this will be the values most important to construction.		
		8.3.2	N/A		
		8.3.3	N/A		

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

9.0 Right of Entry Acquisition

As with any survey, permission to enter property must be obtained and arrangements must be made with property owners, tenants, or agents responsible for the property. Letters of Entry must be obtained before the surveyor is allowed to perform any surveying activities on the project.

Limits for this service:

To Be Determined by Future Work Authorization

9.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
	R. Gutierrez Corp	9.1.1	Identify properties along, adjacent and crossing project that may require entry and obtain ownership and address information.		
	R. Gutierrez Corp	9.1.2	Coordinate with HCRMA Program Management as to a) form and content of letter… b) extent of permissions to request… c) general procedures to be followed and HCRMA requirements.		
	R. Gutierrez Corp	9.1.3	N/A		

9.2 Field Work Tasks.

To be provided by:					
	R. Gutierrez Corp	9.2.1	If contact with property owner through mail-out attempts fail, attempt personal visit to property owner.		
	R. Gutierrez Corp	9.2.2	N/A		
	R. Gutierrez Corp	9.2.3	N/A		

9.3 Office Work / Delivery Preparation Tasks

To be provided by:					
HCRMA	R. Gutierrez Corp	9.3.1	Prepare and address ROE letters and mail out via registered mail.		
HCRMA	R. Gutierrez Corp	9.3.2	Receive ROE letters from property owners and track responses on prescribed spreadsheet. (Permitted, not permitted, non respondents and etc.)		
	R. Gutierrez Corp	9.3.3	Prepare and submit Tax Parcel Map showing a graphical ownership ROE status report.		

ATTACHMENT D

WORK AUTHORIZATION

ATTACHMENT D-1

WORK AUTHORIZATION NO. ____
AGREEMENT FOR SURVEYING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Surveying Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and R. Gutierrez Corporation (the Surveyor).

PART I. The Surveyor will perform surveying services generally described as in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the Authority and the Surveyor as well as the work schedule are further detailed in Exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is $_____ and the method of payment is _____as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Surveyor's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

PART III. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with Articles III thru V of the Agreement, and Attachment A, Section 1.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on _____, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under "Article V of that certain Professional Services Agreement for Surveying Services for INTERNATIONAL BRIDGE TRADE CORRIDOR (IBTC) Segment 0010 project from the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Ramiro Gutierrez	_____
(Printed Name)	(Printed Name)
President	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

Exhibit A	Services to be provided by the Authority
Exhibit B	Services to be provided by the Surveyor
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget
Exhibit H-2	Subprovider Monitoring System Commitment Agreement

ATTACHMENT D-2

SUPPLEMENTAL WORK AUTHORIZATION NO. ____
TO WORK AUTHORIZATION NO. ____
AGREEMENT FOR SURVEYING SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Surveying Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and R. Gutierrez Corporation (the Surveyor).

The following terms and conditions of Work Authorization No. ____ are hereby amended as follows:

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. ____ not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Ramiro Gutierrez	_____
(Printed Name)	(Printed Name)
President	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

ATTACHMENT E

FEE SCHEDULE

ATTACHMENT E-1
Final Cost Proposal Form

This attachment provides the basis of payment and fee schedule**. The basis of payment for this Work Authorization is indicated by an "X" in the applicable box.** The basis shall be supported by the Final Cost Proposal (FCP) shown below and should identify maximum amount payable and basis of payment. If more than one basis of payment is used, each one must be supported by a separate FCP. The basis of payment will be determined by Work Authorization and may be by any of the methods listed below.

"X"	Basis	
X	Lump Sum	The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and fixed fee. The Surveyor shall be paid pro rata based on the percentage of work completed. For payment the Surveyor is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost.
____	Unit Cost	The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and fixed fee. The Surveyor shall be paid based on the type and number of units fully completed and the respective unit cost. For payment, the Surveyor is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown.
____	Specified Rate Basis	The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. Payment shall be based on the actual hours worked multiplied by the specified rate for each type of labor plus other agreed to special direct cost items. The specified rate includes direct labor and indirect cost and fixed fee. The Authority may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit.
____	Cost Plus Fixed Fee	Payment shall be based on direct and indirect costs incurred plus a pro rata share of the fixed fee based on the ratio of labor and overhead cost incurred to total estimated labor and overhead cost in the FCP or the percentage of work completed. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Surveyor may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, provisional overhead rate and the fixed fee. __A. Actual Cost Plus Fixed Fee - Actual wages are paid (no minimum, no maximum. __B. Range of Cost Plus Fixed Fee – Actual wages must be within the allowable range shown on the Final Cost Proposal.

A. **REFER TO ATTACHMENT E-2 FOR HOURLY SPECIFIED / LUMP SUM RATE SCHEDULE FOR EACH FIRM**

ATTACHMENT E - 2
RATE SHEETS

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

PRIME OR SUBPROVIDER NAME: **R. Gutierrez Engineering Corporation**

Direct Labor	Negotiated	Contract Rate			
Labor/Staff Classification	Hourly Base Rate	FY 14/15			
Principal / Sr. Manager / Senior Survey Manager		$200.00			
Project Surveyor (RPLS)		$150.00			
Senior Survey Tech / SIT		$105.00			
Survey Technician		$75.00			
CADD Operator		$65.00			
Clerical / Admin.		$50.00			
Abstractor		$65.00			
1-Person Survey Crew		$80.00			
2-Person Survey Crew		$130.00			
3-Person Survey Crew		$168.00			
4-Person Survey Crew		$198.00			

Negotiated Overhead Rate: N/A
Negotiated Profit Rate: N/A

Contract Rates include labor, overhead, and profit.
All rates are negotiated rates and are not subject to change or adjustment.
For Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours required. Rates billed should correspond to the fiscal or calendar year, if applicable, in which the hours were worked. If rates by year are included, the rates for the last year shown apply to all later years. If only one set of rates is included, with no year designation, the rates shown apply to all later years.
For Lump Sum Payment Basis - Physical percent complete to be billed. Documentation of hours not required.
Any staffing or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work

NOTES:
1.) In all future Work Authorizations after Work Authorization No.1; the Administrative Assistant cost will be absorbed in the overall multiplier; unless specific task are approved by the Authority allowing the Administrative Assistant's time to be allotted for task outside the overall multiplier.
2.) Engineer and Board will review rates after the year 2013 to determine if any rates need to be escalated for inflation which if required will not exceed 2% per annum. If agreed that rates need to be modified; then all rate changes will be modified by Work Authorization and will require Board approval.
3.) The Engineer's policy is to prepare its overhead schedules which supports the statement of Direct Labor; Fringe Benefits and General Overhead, on the basis of accounting prescribed by the Federal Acquisition Regulations (FAR); Title 48, Parts 31.105 and 31.2. The General Overhead Item consists of indirect labor which is labor not directly charged to a specific task on an individual project; federal income tax; insurance; allowable bad debt expense; depreciation and amortization; building services;

OTHER DIRECT EXPENSES		
Type	**Unit**	**Cost**
Mileage	mile	$ 0.56
Photocopies	sheet	$ 0.10
Blueline/Blackline Prints	sheet	$ 2.00
Deed/Copies	sheet	$ 1.00
Certified Deed Copies	sheet	$ 2.00
Mylar (11x17)	sheet	$ 3.00
Mylar (22x34)	sheet	$ 6.00

R. Gutierrez Engineering Corporation
Survey Services for the HCRMA

Attachment E-3
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)

Schedule Duration: June 18, 2014 to August 1, 2014

IBTC Surveying Services - Exhibit B1

LIMITS: From the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493 (As-Assigned by the HCRMA)

SURVEY SERVICES DESCRIPTION	Principal / Sr. Manager / Senior survey Manager	Project Surveyor (RPLS)	Senior Survey Tech / SIT	Survey Technician	CADD Operator	Clerical / Admin.	Abstractor	1-Person Survey Crew	2-Person Survey Crew	3-Person Survey Crew	4-Person Survey Crew	Total Labor Hrs.	Remarks	Task Cost
Section 7 Parcel Surveys (Exhibit B-1):														
Parcels: 238-247, T1 - T 10														
Coordination, Admin, Research and Abstracting	4					10						14		$ 1,300.00
Field Work	2	20	10			5				80		117		$ 18,140.00
Office Work / Delivery Preparation	4	40	40	40	40							164		$ 16,600.00
Subtotal	**10**	**60**	**50**	**40**	**40**	**15**	**0**	**0**	**0**	**80**	**0**	**295**		**$ 36,040.00**
Total Manhours by Classification	**10**	**60**	**50**	**40**	**40**	**15**	**0**	**0**	**0**	**80**		**295**		
Contract Hourly Rate by Classification	$ 200.00	$ 150.00	$ 105.00	$ 75.00	$ 65.00	$ 50.00	$ 65.00	$ 80.00	$ 130.00	$ 168.00	$ 198.00			
Total Fee by Classification	$ 2,000.00	$ 9,000.00	$ 5,250.00	$ 3,000.00	$ 2,600.00	$ 750.00	$ -	$ -	$ -	$ 13,440.00		**$ 36,040.00**		
													CHECK (MHRs):	
% Utilization by Over 6 months	**0.96%**	**5.78%**	**4.82%**	**3.85%**	**3.85%**	**1.45%**	**0.00%**	**0.00%**	**0.00%**				**215**	
% of Total Labor Hours	**3.39%**	**20.34%**	**16.95%**	**13.56%**	**13.56%**	**5.08%**	**0.00%**	**0.00%**	**0.00%**			**100.00%**	**CHECK (LABOR):**	
% of Total Labor Cost	**5.55%**	**24.97%**	**14.57%**	**8.32%**	**7.21%**	**2.08%**	**0.00%**	**0.00%**	**0.00%**			**100.00%**	**$ 36,040.00**	
TOTAL DIRECT LABOR COST														**$ 36,040.00**
DIRECT EXPENSES	**Rate**	**Unit**	**Amount**	**Total**										
Mileage	$ 0.56	Mile	0	$ -									**$ -**	
Photocopies	$ 0.10	Sheet	0	$ -									**$ -**	
Blueline/Blackline Prints	$ 2.00	Sheet	0	$ -									**$ -**	
Deed/Copies	$ 1.00	Sheet	0	$ -									**$ -**	
Certified Deed Copies	$ 2.00	Sheet	0	$ -									**$ -**	
Mylar (11x17)	$ 3.00	Sheet	0	$ -									**$ -**	
Mylar (22x34)	$ 6.00	Sheet	0	$ -									**$ -**	
TOTAL DIRECT EXPENSES				$ -										**$ -**
SPECIAL SERVICES FEE (SUBCONSULTANTS)														**DBE Participation 0.00%**
Name	**Task(s) Summary**													
TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS)														**$ -**
GRAND TOTAL														**$ 36,040.00**

R. Gutierrez Engineering Corporation
Survey Services for the HCRMA

Attachment E-3
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)

Schedule Duration: June 18, 2014 to August 1, 2014

IBTC Surveying Services - Exhibit B-2

LIMITS: From the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493 (As-Assigned by the HCRMA)

SURVEY SERVICES DESCRIPTION	Principal / Sr. Manager / Senior survey Manager	Project Surveyor (RPLS)	Senior Survey Tech / SIT	Survey Technician	CADD Operator	Clerical / Admin.	Abstractor	1-Person Survey Crew	2-Person Survey Crew	3-Person Survey Crew	4-Person Survey Crew	Total Labor Hrs.	Remarks	Task Cost
Section 7 Parcel Surveys (Exhibit B-2):														
Parcels: 248-262, T11-T24														
Coordination, Admin, Research and Abstracting	10	10		8	36		20					84		$ 7,740.00
Field Work		10		50	80	10				116		266		$ 30,438.00
Office Work / Delivery Preparation		9										9		$ 1,350.00
Subtotal	**10**	**29**	**0**	**58**	**116**	**10**	**20**	**0**	**0**	**116**	**0**	**359**		**$ 39,528.00**
Total Manhours by Classification	**10**	**29**	**0**	**58**	**116**	**10**	**20**	**0**	**0**	**116**		**359**		
Contract Hourly Rate by Classification	$ 200.00	$ 150.00	$ 105.00	$ 75.00	$ 65.00	$ 50.00	$ 65.00	$ 80.00	$ 130.00	$ 168.00	$ 198.00			
Total Fee by Classification	$ 2,000.00	$ 4,350.00	$ -	$ 4,350.00	$ 7,540.00	$ 500.00	$ 1,300.00	$ -	$ -	$ 19,488.00	$ -	$ 39,528.00		
													CHECK (MHRs):	
% Utilization by Over 6 months	**0.96%**	**2.79%**	**0.00%**	**5.59%**	**11.18%**	**0.96%**	**1.93%**	**0.00%**	**0.00%**	**11.18%**	**0.00%**		**359**	
% of Total Labor Hours	**2.79%**	**8.08%**	**0.00%**	**16.16%**	**32.31%**	**2.79%**	**5.57%**	**0.00%**	**0.00%**	**32.31%**	**0.00%**	**100.00%**	**CHECK (LABOR):**	
% of Total Labor Cost	**5.06%**	**11.00%**	**0.00%**	**11.00%**	**19.08%**	**1.26%**	**3.29%**	**0.00%**	**0.00%**	**49.30%**	**0.00%**	**100.00%**	**$ 39,528.00**	
TOTAL DIRECT LABOR COST														**$ 39,528.00**
DIRECT EXPENSES	**Rate**	**Unit**	**Amount**	**Total**										
Mileage	$ 0.56	Mile	0	$ -									**$ -**	
Photocopies	$ 0.10	Sheet	0	$ -									**$ -**	
Blueline/Blackline Prints	$ 2.00	Sheet	0	$ -									**$ -**	
Deed/Copies	$ 1.00	Sheet	0	$ -									**$ -**	
Certified Deed Copies	$ 2.00	Sheet	0	$ -									**$ -**	
Mylar (11x17)	$ 3.00	Sheet	0	$ -									**$ -**	
Mylar (22x34)	$ 6.00	Sheet	0	$ -									**$ -**	
TOTAL DIRECT EXPENSES				$ -										**$ -**
SPECIAL SERVICES FEE (SUBCONSULTANTS)														**DBE Participation 0.00%**
Name	**Task(s) Summary**													
TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS)														**$ -**
GRAND TOTAL														**$ 39,528.00**

ATTACHMENT F

WORK SCHEDULE

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956-782-2557 • (FAX) 956-782-2558
Engineering Firm F · 486 • Surveying Firm #101650-00

IBTC SURVEY SERVICES

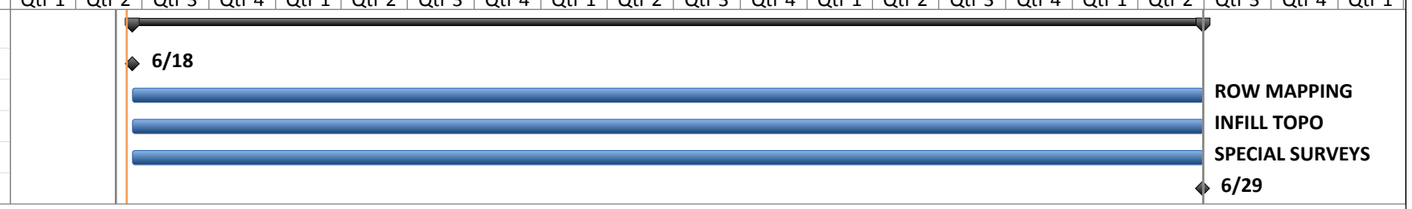
FROM THE INTERCHANGE WITH SH365 TO I-2

AND FROM THE VALLEY VIEW INTERCHANGE TO FM 493

ATTACHMENT F WORK SCHEDULE

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

ID	Task Name	Duration	Start	Finish
1	**IBTC SURVEY CONTRACT**	**1053 days**	**Wed 6/18/14**	**Fri 6/29/18**
2	CONTRACT EXECUTED	0 days	Wed 6/18/14	Wed 6/18/14
3	ROW MAPPING	1053 days	Wed 6/18/14	Fri 6/29/18
4	INFILL TOPO	1053 days	Wed 6/18/14	Fri 6/29/18
5	SPECIAL SURVEYS	1053 days	Wed 6/18/14	Fri 6/29/18
6	CONTRACT COMPLETE	0 days	Fri 6/29/18	Fri 6/29/18



Project: IBTC Survey Schedule
Date: Tue 6/10/14

Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline
Split	External Tasks	Inactive Summary	Manual Summary	Progress
Milestone	External Milestone	Manual Task	Start-only	
Summary	Inactive Task	Duration-only	Finish-only	

ATTACHMENT G

Contract Deliverables/Computer Graphics Files for Document and Information Exchange
(if determined by the Authority to be applicable to this Agreement)

ATTACHMENT G

Contract Deliverables/Computer Graphics Files for Document and Information Exchange
(if determined by the Authority to be applicable to this Agreement)

G.1 Project Deliverables

A. Electronic File Deliverables

a. All Consultants will need to store their working files and utilize the provided ProjectWise files system to conduct their daily work, invoicing, and official submittals unless otherwise directed to deviate from this requirement.
b. Electronic files shall be submitted to Authority in readable CDs/DVDs or an external hard drive, or alternatively, through a share site
    i. Formatting and document files shall comply with TxDOT manuals, unless the Surveyor and the Authority agree in writing to utilize a different format or document file type
    ii. CDs/DVDs shall be labeled to reflect:
        1. CSJ (if required)
        2. County
        3. Highway or Project
        4. Date of production
        5. Status of project (interim or final)
        6. Volume sequence (disc 1 of 3, for example)
    iii. The standard director for each CD/DVD shall be:
        1. CSJ_DIR Structure (XXXXXXX)
        2. ADVANCES PLANNING
        3. ENVIRONMENTAL
        4. PROJECT COORDINATION
            a. County
            b. Cities (by name)
            c. Financial
            d. MPO
        5. ROW
            a. Field notes
            b. Maps
            c. Plats
            d. Utility SUE
        6. SCHEMATIC
            a. Final
            b. Preliminary
        7. SURVEY
            a. Construction
            b. Design
        8. CONSTRUCTION
            a. CHG ORDERS
            b. P3-SCH
                i. Construction
                ii. Design
        9. PROCUREMENT

ATTACHMENT G

Contract Deliverables/Computer Graphics Files for Document and Information Exchange
(if determined by the Authority to be applicable to this Agreement)

10. CORRESPONDENCE
    a. ADVANCED PLANNING
    b. CONSTRUCTION
    c. DESIGN
    d. ENVIRONMENTAL
    e. ROW
        i. Division
        ii. Owners
        iii. SUE
11. UTILITIES
    a. Electric
    b. Gas
    c. Waste Water
        i. Surveying Firm
    d. Water
        i. Surveying Firm
    e. Telephone
    f. Cable
    g. TxDOT TMS
    h. MPO
    i. Sponsor Agency
12. DESIGN
    a. Batch plot
    b. Bridge
    c. Drainage
    d. Estimate
        i. Preliminary
        ii. Final
    e. General
    f. Geopak
    g. Miscellaneous
    h. Pavement Design
    i. PS&E
    j. REF Files
    k. Roadway
        i. Driveways
    l. Standards
        i. Bridge
        ii. Drainage
        iii. Illumination
        iv. Electric
        v. Pavement Markers
        vi. Retaining Walls
        vii. Roadway
        viii. Signing

ix. SW3P
x. TCP
xi. TMS
xii. Traffic Signals

m. Summary
n. TCP
o. Traffic
p. Walls

13. DOCUMENTS
14. MSTN_File Structure
15. OLD FILES

c. Hard copies of maps and reports shall be submitted to the RMA in clean, readable versions with an electronic back up for Authority files

B. A "readme" file shall be created and placed under the "documents" subdirectory. The readme file will be composed of the minimum directory structure detailed above and modified to list particular files that are contained under the various subdirectories. This information will guide the end user to the location of particular files. In addition to the file information, the readme file should contain the general project information such as CSJ, limits of construction, and types of improvements.

C. Formatting
   a. All CADDSEALS placed on finished documents are to remain on that document and should not be removed.
   b. All design file standards are MicroStation drawing files (*.dgn).
   c. Where possible, *.dgn files should have a *pdf companion file.

G.2. PHASE II – Advanced Project Deliverables

Project electronic deliverables for the following types of surveying work will be established in the appropriate work authorization.

A. Geotechnical Deliverables
B. Schematic Deliverables
C. Field Surveying Deliverables
D. Right of Way Deliverables
E. PS&E Deliverables

ATTACHMENT H

DBE PARTICIPATION

ATTACHMENT H-MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN TXDOT AND HCRMA

Attachment H-Instructions
As Per 49CFR 26.21

The following pages contain six (6) different Attachments to Attachment H covering participation of HUB and DBE providers and subproviders. The correct form to use is determined by whether the Agreement is funded in whole or part by federal funds State funds or Authority funds, and whether or not a HUB/DBE goal has been set for the Agreement. The following pages contain separate reporting forms for federally funded DBE participation and Authority funded HUB participation. **Select the forms that are appropriate for your Agreement and delete the rest along with these instructions from the final Agreement.**

Federally Funded Contracts
Attachment H-FG, Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts ♦ This provision is applicable to federally funded contracts with assigned DBE goals. ♦ The appropriate forms for this provision are Attachments H-1, H-2, H-3 and H-4 and H-5. A copy of each form is required in the contract. ♦ Note: if the contract requires work authorizations, a completed Attachment H-2 will be required with each Work Authorization, if a DBE will be performing work. If a non-DBE subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form. ♦ Attachment H-3 must be submitted monthly to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ Attachment H-3 must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-FN, Disadvantaged Business Enterprise (DBE) for Race Neutral Professional or Technical Services Contracts ♦ This provision is applicable to federally funded contracts with no DBE goal assigned. ♦ If no subcontractors will be used, the appropriate forms for this provision are Attachments H-3 and H-5. A copy of each form is required in the contract. ♦ Note: If subcontractors are used, the required forms would be Attachments H-1, H-2, H-3, H-4 and H-5. A copy of each form is required in the contract. ♦ Attachment H-3 must be submitted monthly to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ Attachment H-3 must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-3, Texas Department of Transportation Subprovider Monitoring System for Federally Funded Contracts. This is a Monthly Progress Assessment Report. ♦ Required for all federally funded contracts. ♦ This form is required monthly and must be submitted to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ This form must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-5, Federal Subprovider and Supplier Information Required for all federally funded contracts.

State Funded Contracts

Attachment H-SG, Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts, State of Texas HUB Subcontracting Plan Required

- This provision is applicable to state funded contracts with a HUB goal assigned.
- The appropriate reporting forms for this provision are Attachments H-1, H-2, H-4, and H-6 (Texas Building and Procurement Commission [TBPC] State of Texas HUB Subcontracting Plan (HSP), Prime Contractor Assessment Report). A copy of each form is required in the contract.
- Note: if the contract requires work authorizations, a completed Attachment H-2 will be required with each Work Authorization, if a HUB will be performing work. If a non-HUB subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form.
- Attachment H-6 will be required monthly and must be submitted to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report.
- Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

Attachment H-SN, Historically Underutilized Business (HUB) Participation for State Funded Professional or Technical Services Contracts, No State of Texas HUB Subcontracting Plan Required

- This provision is applicable to state funded contracts with no HUB subcontracting plan required and no HUB goal assigned. If no subcontractors are used, the appropriate forms for this provision are Attachments H-1 and H-6.
- Note: If subcontractors are used, the required forms would be Attachments H-1, H-2, H-4 and H-6. A copy of each form is required in the contract.
- Attachment H-6 must be submitted monthly to the AUTHORITY Office even though there is no invoice being submitted or subcontracting to report.
- Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

Attachment H-6, HUB Subcontracting Plan (HSP) Prime Contractor Professional Assessment Report. This is a Monthly Progress Assessment Report. This is a Texas Building and Procurement Commission (TBPC) form and cannot be altered.

- Required for all State funded contracts.
- Attachment H-6 is required monthly and should be submitted to the AUTHORITY Office. This is a requirement even though there is no invoice being submitted or subcontracting to report.
- A copy of Attachment H-6 must be submitted when supplying an invoice to the appropriate agency contact for payment.
- The "Object Code" section(s) on this form should remain blank.

ATTACHMENT H-FG
Disadvantaged Business Enterprise (DBE)
for Federal-Aid Professional or Technical Services Contracts

1) **PURPOSE.** The purpose of this attachment is to carry out the Authority and the U.S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of the AUTHORITY and DOT assisted contracts and creating a level playing field on which firms owned and controlled by minority or socially and economically disadvantaged individuals can compete fairly for the AUTHORITY and DOT assisted contracts.
2) **POLICY.** It is the policy of the AUTHORITY and DOT and the Texas Department of Transportation (henceforth the "Department") that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, Subpart A and the Department's Disadvantaged Business Enterprise Program, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, and the Department's Disadvantaged Business Enterprise Program, apply to this contract as follows.
   a. The Provider will offer Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, Subpart A and the Authority/Department Disadvantaged Business Enterprise Program, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Provider shall make a good faith effort to meet the Disadvantaged Business Enterprise goal for this contract.
   b. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. The requirements of this Special Provision shall be physically included in any subcontract.
   c. When submitting the contract for execution by the Authority, the Provider must complete and furnish Attachment H-1 which lists the commitments made to certified DBE subprovider(s) that are to meet the contract goal and Attachment H-2 which is a commitment agreement(s) containing the original signatures of the Provider and the proposed DBE(s). For Work Authorization Contracts, Attachment H-1 is required at the time of submitting the contract for execution by the Authority/Department. Attachment H-2 will be required to be completed and attached with each work authorization number that is submitted for execution, if the DBE will be performing work**.** Any substitutions or changes to the DBE subcontract amount shall be subject to prior written approval by the Authority/Department. If non-DBE subprovider is performing work, insert N/A (not applicable) on the line provided.
   d. Failure to carry out the requirements set forth above shall constitute a material breach of this contract and may result; in termination of the contract by the Authority/Department; in a deduction of the amount of DBE goal not accomplished by DBEs from the money due or to become due to the Provider, not as a penalty but as liquidated damages to the Authority/Department; or such other remedy or remedies as the Authority/Department deems appropriate.
3) **DEFINITIONS.**
   a. "Authority/Department" means Hidalgo County Regional Mobility Authority (HCRMA) and the Texas Department of Transportation (TxDOT).
   b. "Federal-Aid Contract" is any contract between the Texas Department of Transportation and a Provider which is paid for in whole or in part with U. S. Department of Transportation (DOT) financial assistance.
   c. "Provider" is any individual or company that provides professional or technical services.
   d. "DBE Joint Venture" means an association a DBE firm and one (1) or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work

of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest.

e. "Disadvantaged Business Enterprise (DBE)" means a firm certified as such by the Authority/Department in accordance with 49 CFR Part 26.

f. "Good Faith Effort" means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

g. "Race-neutral DBE Participation" means any participation by a DBE through customary competitive procurement procedures.

4) **PERCENTAGE GOAL.** The goal for Disadvantaged Business Enterprise (DBE) participation in the work to be performed under this Agreement is **0.0%** of the Agreement amount.

5) **PROVIDER'S RESPONSIBILITIES.** A DBE prime may receive credit toward the DBE goal for work performed by his-her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported to the Authority/Department.

a. A Provider who cannot meet the contract goal, in whole or in part, shall document the "Good Faith Efforts" taken to obtain DBE participation. The following is a list of the types of actions that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

(1) Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.

(2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Provider might otherwise prefer to perform the work items with its own forces.

(3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) Negotiating in good faith with interested DBEs by making a portion of the work available to DBE subproviders and suppliers and selecting those portions of the work or material needs consistent with the available DBE subproviders and suppliers.

(5) The ability or desire of the Provider to perform the work of a contract with its own organization does not relieve the Provider's responsibility to make a good faith effort. Additional costs involved in finding and using DBEs is not in itself sufficient reason for a Provider's failure to meet the contract DBE goal, as long as such costs are reasonable. Providers are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.

(7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Provider.

(8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

(9) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, County, State and Federal minority/women business

assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

(10) If the Authority/Department's Director of the Business Opportunity Programs Office determines that the Provider has failed to meet the good faith effort requirements, the Provider will be given an opportunity for reconsideration by the Director of the appropriate Division.

NOTE: The Provider must not cause or allow subproviders to bid their services.

b. The preceding information shall be submitted directly to the Chair of the Hidalgo County Regional Mobility Authority (Authority) responsible for the project.

c. The Provider shall make all reasonable efforts to honor commitments to DBE subproviders named in the commitment submitted under Section 2.c. of this attachment. Where the Provider terminates or removes a DBE subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Authority/Department that the originally designated DBE was not able or willing to perform.

d. The Provider shall make a good faith effort to replace a DBE subprovider that is unable or unwilling to perform successfully with another DBE, to the extent needed to meet the contract goal. The Provider shall submit a completed Attachment H-2 Form for the substitute firm(s). Any substitution of DBEs shall be subject to prior written approval by the Authority /Department. The Authority /Department may request a statement from the firm being replaced concerning its replacement prior to approving the substitution.

e. The Provider shall designate a DBE liaison officer who will administer the DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.

f. Providers are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

6) **ELIGIBILITY OF DBEs.**

a. The Authority/Department certifies the eligibility of DBEs, DBE joint ventures and DBE truck-owner operators to perform DBE subcontract work on DOT financially assisted contracts.

b. This certification will be accomplished through the use of the appropriate certification schedule contained in this Authority/Department's DBE program.

c. The Authority/Department publishes a Directory of Disadvantaged Business Enterprises containing the names of firms that have been certified to be eligible to participate as DBEs on DOT financially assisted contracts. The directory is available from the Authority's/Department's Business Opportunity Programs Office. The Texas Unified Certification Program DBE Directory can be found on the Internet at: http://www.dot.state.tx.us/services/business_opportunity_programs/tucp_dbe_directory.htm .

d. Only DBE firms certified at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. and 5.d. above. For purposes of the DBE goal on this contract, DBEs will only be allowed to perform work in the categories of work for which they were certified.

7) **DETERMINATION OF DBE PARTICIPATION.**

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subprovider is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract in order for payments to be credited toward meeting the contract goal. A DBE performs a commercially useful function when it is responsible for executing the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself . When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider may count toward its DBE goal a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Authority/Department's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority/Department.

8) **RECORDS AND REPORTS.**
   a. After submission of the initial commitment reported (Attachment H-1), required by Section 2.c. of this attachment, the Provider shall submit Monthly Progress Assessment Reports (Attachment H-3), after contract work begins, on DBE involvement to meet the goal and for race-neutral participation. One copy of each report is to be sent to the Authority/Department's Business Opportunity Programs Office monthly, in addition one copy is to be submitted with the Provider's invoice. **Only actual payments made to subproviders are to be reported.** These reports will be required until all subprovider activity is completed. The Authority/Department may verify the amounts being reported as paid to DBEs by requesting copies of canceled checks paid to DBEs on a random basis.
   b. DBE subproviders should be identified on the report by name, type of work being performed, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount. These reports will be due within fifteen (15) days after the end of a calendar month. Reports are required even when no DBE activity has occurred in a billing period.
   c. All such records must be retained for a period of four (4) years following final payment or until any investigation, audit, examination, or other review undertaken during the four (4) years is completed, and shall be available at reasonable times and places for inspection by authorized representatives of the Authority or Texas Department of Transportation or the DOT.
   d. Prior to receiving final payment, the Provider shall submit a Final Report (Attachment H-4), detailing the DBE payments. The Final Report is to be sent to the Authority/Department's Business Opportunity Programs Office and one (1) copy to be submitted with the Provider's final invoice. If the DBE goal requirement is not met, documentation of the good faith efforts made to meet the goal must be submitted with the Final Report.
9) **COMPLIANCE OF PROVIDER.** To ensure that DBE requirements of this DOT-assisted contract are complied with, the Authority/Department will monitor the Provider's efforts to involve DBEs during the performance of this contract. This will be accomplished by a review of Monthly Progress Assessment Reports (Attachment H-3), submitted to the Authority/Department's Business Opportunity Programs Office

by the Provider indicating his progress in achieving the DBE contract goal, and by compliance reviews conducted by the Authority/Department. The Monthly Progress Assessment Report (Attachment H-3) must be submitted at a minimum monthly to the Business Opportunity Programs Office, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the DBE goal based on actual payments to the DBE subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice. The Provider shall contact the Authority/Department if he/she withholds or reduces payment to any DBE subprovider.

(1) A DBE firm is paid but does not assume contractual responsibility for performing the service;
(2) A DBE firm does not perform a commercially useful function;
(3) Payment is made to a DBE that cannot be linked by an invoice or canceled check to the contract under which credit is claimed;
(4) Payment is made to a broker or a firm with a brokering-type operation;
(5) Partial credit is allowed, in the amount of the fee or commission provided the fee or commission does not exceed that customarily allowed for similar services, for a bona fide service, such as professional, technical, consultant, or managerial services, and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract.

A Provider's failure to comply with the requirements of this Special Provision shall constitute a material breach of this contract. In such a case, the Authority/Department reserves the right to terminate the contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Provider, not as a penalty but as liquidated damages to the Authority/Department; or such other remedy or remedies as the Authority/Department deems appropriate.

12/06
DBE-FED.ATT

ATTACHMENT H-FN

Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts

It is the policy of the U. S. Department of Transportation (DOT) that DBEs as defined in 49 CFR Part 26, Subpart A, be given the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds and that a maximum feasible portion of the Department's overall DBE goal be met using race-neutral means. Consequently, if there is no DBE goal, the DBE requirements of 49 CFR Part 26, apply to this contract as follows:

The Provider will offer DBEs as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with federal funds. Race-Neutral DBE participation on projects with no DBE goal should be reported on the Attachment H-3 Form. Payments to DBEs reported on Attachment H-3 are subject to the following requirements:

DETERMINATION OF DBE PARTICIPATION.

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces must be reported as race-neutral DBE participation. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work should not be reported unless the subcontractor is itself a DBE.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider must report a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Authority's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority.

The Provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a material breach of this contract and, may result in termination of the contract by the Authority/Department or other such remedy as the Authority/Department deems appropriate.

12/06 DH-0GOAL.ATT

ATTACHMENT H-SG (NOT APPLICABLE)

Historically Underutilized Business
for State Funded Professional or Technical Services Contracts
HUB Goal Assigned-State of Texas Subcontracting Plan Required

1) **POLICY.** It is the policy of the Authority/Department to ensure that HUBs shall have an equal opportunity to participate in the performance of contracts; to create a level playing field on which HUBs can compete fairly for contracts and subcontracts; to ensure nondiscrimination on the basis of race, color, national origin, or gender in the award and administration of contracts; to help remove barriers to the participation of HUBs in department contracts; and, to assist in the development of firms that can compete successfully in the market place outside the HUB program. Consequently, the HUB requirements of the Authority/Department's HUB Program apply to this contract as follows:
   (1) The Provider agrees to insure that they shall take all necessary and reasonable steps to meet the HUB goal for this contract.
      a. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.
      b. When submitting the contract for execution by the Authority, the Provider must complete and furnish Attachment H-1 which lists the commitments made to all subproviders, including certified HUB subprovider(s) that are to meet the contract goal, and Attachment H-2 which is a commitment agreement(s) containing the original signatures of the Provider and HUB(s) that were indicated in the original submitted Authority/State of Texas HUB Subcontracting Plan (HSP) in Section 8. For Work Authorization Contracts, Attachment H-1 is required at the time of submitting the contract for execution by the Department. Attachment H-2 will be required to be completed and attach with each work authorization number that is submitted for execution, if the HUB will be performing work. If non-HUB subprovider is performing work, insert N/A (not applicable) on the line provided. A prime must allow a HUB maximum opportunity to perform the work by not creating unnecessary barriers or artificial requirements for the purpose of hindering a HUB's performance under the contract. Any substitutions or changes to the HSP, in addition to any changes to the original contract award, shall be subject to prior written approval by the Department. <u>If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.</u>
      c. Failure to carry out the requirements set forth above shall constitute a breach of contract and may result in a letter of reprimand; in termination of the contract by the Authority; in a deduction from money due or to become due to the Provider, not as a penalty but as damages to the Department's HUB Program; or such other remedy or remedies as the Department deems appropriate.
2) **DEFINITIONS.**
   g. "Authority/Department" means Hidalgo County Regional Mobility Authority (HCRMA) and the Texas Department of Transportation (TxDOT).
   a. "Agreement" is the agreement between the Authority and a Provider.
   b. "Provider" is any individual or company that provides professional or technical services.
   c. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit which combines their property, capital, efforts, skills and knowledge.
   d. "Historically Underutilized Business (HUB)" means any business so certified by the Texas Building and Procurement Commission.
3) **PERCENTAGE GOAL.** The goal for Historically Underutilized Business (HUB) participation in the work to be performed under this contract is **0.0 %** of the contract amount.

4) **PROVIDER'S RESPONSIBILITIES.** A Provider (HUB or non-HUB) must perform a minimum of 30% of the contract with its employees (as defined by the Internal Revenue Service). The contract is subject to the HSP Good Faith Effort Requirements.
   a. A Provider who cannot meet the contract goal, in whole or in part, should have documented any of the following and other efforts made as a "Good Faith Effort" to obtain HUB participation.
      (1) Whether the prime advertised in general circulation, trade association, and/or minority/women focus media concerning subcontracting opportunities.
      (2) Whether the prime provided written notice to at least three (3) qualified HUBs allowing sufficient time for HUBs to participate effectively.
      (3) Whether the prime documented reasons for rejection or met with the rejected HUB to discuss the rejection.
      (4) Whether the prime provided qualified HUBs with adequate information about bonding, insurance, the plans, the specifications, scope of work and requirements of the contract.
      (5) Whether the prime negotiated in good faith with qualified HUBs, not rejecting qualified HUBs who are also the lowest responsive bidder.
      (6) Whether the prime used the services of available minority and women community organizations, contractor's groups, local, state, and federal business assistance offices, and other organizations that provide support services to HUBs.

NOTE: The Provider must not cause or allow subproviders to bid their services.

   b. The preceding information shall be submitted directly to the Chair of the Authority responsible for the contract.
   c. The Provider shall make all reasonable efforts to honor commitments to HUB subproviders named in the original HSP in Section 8. Where the Provider terminates or removes a HUB subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Authority/Department that the originally designated HUB was not able or willing to perform. The term "unable" includes, but is not limited to, a firm that does not have the resources and expertise to finish the work and/or a firm that substantially increases the time to complete the project.
   d. The Provider shall make all reasonable efforts to replace a HUB subprovider that is unable or unwilling to perform successfully with another HUB and must meet the HSP Good Faith Effort Requirements. Any substitution of HUBs shall be subject to prior written approval by the Authority. The Authority will request a statement from the firm being replaced concerning its replacement prior to approving the substitution. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.
   e. The Provider shall designate a HUB liaison officer who will administer the Provider's HUB program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with HUBs.

5) **ELIGIBILITY OF HUBs.**
   a. The Texas Building and Procurement Commission (TBPC) certifies the eligibility of HUBs.
   b. The TBPC maintains a directory of certified HUBs. The HUB Directory is available through the TxDOT Department's Business Opportunity Programs Office and through the Internet at the TBPC's Website (http://www2.tbpc.state.tx.us/cmbl/hubonly.html).
   c. Only HUB firms certified and identified in specific categories and classes at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. above.
   d. If during the course of the contract it becomes necessary to substitute another HUB firm for a firm named in the information submitted by the Provider as required by Section 2.c. above, then only certified HUBs will be considered eligible as a substituted firm. The Provider's written request for

substitutions of HUB subproviders shall be accompanied by a detailed explanation, which should substantiate the need for a substitution. The Authority/Department will verify the explanation with the HUB firm being replaced before giving approval of the substitution. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.

e. The 73rd Legislature passed Texas Civil Statutes, Article 601i, relative to contracts between governmental entities and certain disadvantaged businesses. The Statute provides for civil penalties for persons who falsely claim disadvantaged business status and for the general contractor who knowingly contracts with a person claiming to be a disadvantaged business.

6) **DETERMINATION OF HUB PARTICIPATION.**

A firm must be an eligible HUB and perform a professional or technical function relating to the project. Proof of payment, such as copies of canceled checks, properly identifying the Authority's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority/Department. A HUB subprovider, with prior written approval from the Authority/Department, may subcontract 70% of a contract as long as the HUB subprovider performs a commercially useful function. All subcontracts shall include the provisions required in the subcontract and shall be approved as to form, in writing, by the Authority/Department prior to work being performed under the subcontract. A HUB performs a commercially useful function when it is responsible for a distinct element of the work of a contract; and actually manages, supervises, and controls the materials, equipment, employees, and all other business obligations attendant to the satisfactory completion of contracted work. If the subcontractor uses an employee leasing firm for the purpose of providing salary and benefit administration, the employees must in all other respects be supervised and perform on the job as if they were employees of the subcontractor.

7) **COMPLIANCE OF PROVIDER.**

To ensure that HUB requirements of this contract are complied with, the Authority/Department will monitor the Provider's efforts to involve HUBs during the performance of this contract. This will be accomplished by a review of the monthly Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) submitted to the AUTHORITY Office by the Provider indicating his/her progress in achieving the HUB contract goal, and by compliance reviews conducted by the Authority/Department. The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) must be submitted at a minimum monthly to the Business Opportunity Programs Office, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the HUB goal based on actual payments to the HUB subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice.

(1) Payments to brokers or firms with a brokering type operation will be credited only for the amount of the commission;
(2) Payments to a joint venture will not be credited unless all partners in the joint venture are HUBs;
(3) Payments to a HUB subprovider who has subcontracted a portion of the work required under the subcontract will not be credited unless the HUB performs a commercially useful function;
(4) Payments to a HUB will not be credited if the firm does not provide the goods or perform the services paid for;
(5) Payments made to a HUB that cannot be linked by an invoice or canceled check to the contract under which credit is claimed will not be credited.

A Provider must not withhold or reduce payments to any HUB without a reason that is accepted as standard industry practice. A HUB prime or subprovider must comply with the terms of the contract or subcontract. Work products, services, and commodities must meet contract specifications whether performed by a prime or subprovider.

A Provider's failure to meet the HUB goal and failure to demonstrate to the Authority/Department's satisfaction sufficient "Good Faith Effort" on his/her part to obtain HUB participation shall constitute a breach of contract. In such a case, the Authority/Department reserves the right to issue a letter of reprimand; to deduct the amount of HUB goal not accomplished by HUBs from the money due or to become due the Provider, not as a penalty but as damages to the Authority/Department's HUB program; or such other remedy or remedies as the Authority/Department deems appropriate.

8) **RECORDS AND REPORTS.**

a. After submission of the initial commitment (Attachment H-1), required by Section 2.c. of this attachment, the Provider shall submit State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) at a minimum monthly, after contract work begins, on subcontracting involvement. One copy of the State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) is to be sent to the Authority/Department's Office monthly. In addition, the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) must be submitted with the Provider's invoice. All payments made to subproviders are to be reported. **The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Reports are required monthly even during months when no payments to subproviders have been made.** The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report will be required until all work on the contract has been completed. The Authority/Department may verify the amounts being reported as paid to HUBs by requesting copies of canceled checks paid to HUBs on a random basis.

b. Subproviders should be identified on the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) by name, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount.

c. All such records must be retained for a period of four years following final payment, or until an investigation, audit, examination, or other review undertaken during the four years, and shall be available at reasonable times and places for inspection by authorized representatives of the Authority/Department and other agencies.

d. Prior to receiving final payment, the Provider shall submit a Final Report (Attachment H-4), detailing the subprovider payments to the AUTHORITY Office of the Authority, and one copy to the Authority/Department with the Provider's final invoice.

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ATTACHMENT H-SN (NOT APPLICABLE)

Historically Underutilized Business (HUB)
for State Funded Professional or Technical Services Contracts
No State of Texas HUB Subcontracting Plan Required

POLICY

It is the policy of the Authority/Department to ensure that HUBs shall have an equal opportunity to participate in the performance of contracts; to create a level playing field on which HUBs can compete fairly for contracts and subcontracts; to ensure nondiscrimination on the basis of race, color, national origin, or gender in the award and administration of contracts; to help remove barriers to the participation of HUBs in Authority contracts; and, to assist in the development of firms that can compete successfully in the market place outside the HUB program.

Subcontracting participation on projects with no HUB Subcontracting Plan Required should be reported on the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report, the Attachment H-6 Form. Payment to non-HUBs subproviders must be reported on Attachment H-6. Payments to HUBs reported on Attachment H-6 are subject to the following requirements:

DETERMINATION OF HUB PARTICIPATION.

A firm must be an eligible HUB and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible HUB, the total amount paid to the HUB should be reported as race-neutral HUB participation.

A HUB subprovider may subcontract no more than 70% of a contract. The HUB subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the HUB; and equipment owned or rented directly by the HUB.

A provider must report a portion of the total value of the contract amount paid to a HUB joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the HUB.

Proof of payment, such as copies of canceled checks, properly identifying the Authority/Department's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority/Department.

The provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

REQUIRED FORMS.

If subcontractors are used under the contract that has no stated HUB goal, Attachments H-1, H-2, H-4 and H-6 are required. Attachments H-1 and H-6 <u>are required</u> if no subcontractors are being used to perform work under this contract.

Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) **is required monthly even when no subcontracting activity has occurred.** In addition, Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) should be submitted with the Provider's invoice.

ATTACHMENT H-1

Subprovider Monitoring System
Commitment Worksheet

Contract #:_____ Assigned Goal: 0.0% Federally Funded _____ County Funded _____
Prime Provider: R. Gutierrez Corporation Total Contract Amount: $000,000.00
Prime Provider Info: DBE____HUB ___ Both ___
Vendor ID #: 17428845519 DBE/HUB Expiration Date: _____
(First 11 Digits Only)

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

Subprovider(s) (List All)	**Type of Work**	**Vendor ID #** (First 11 Digits Only)	**D=DBE H=HUB**	**Expiration Date**	**$ Amount or % of Work ***
Halff Associates, Inc.	Surveying	17513086995			
Subprovider(s) Contract or % of Work* Totals					XX%

*For Work Authorization Contracts, indicate the % of work to be performed by each subprovider.

Total DBE **or** HUB Commitment Dollars $000,000.00 (XXX)

Total DBE **or** HUB Commitment Percentages of Contract XX% (XXX)
(Commitment Dollars and Percentages are for Subproviders only)

12/06 DBEH1.AT

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). ***NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.***

Contract #: _____ Assigned Goal: 0.0% Prime Provider R. Gutierrez Corporation

Work Authorization (WA)#: 1 WA Amount: **$000,00.00** Date: XX/XX/XX
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Survey	**$00,000.00**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: R. Gutierrez Corporation **Address: 130 E. Park Avenue** **Pharr, Tx 78577** **VID Number: 17417379595** **PH: (956) 381-0981; FX: ( ) -** **Email: fkurth@meldenandhunt.com**	**Name:** Ramiro Gutierrez ***(Please Print)*** **Title:** President **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name: Halff Associates, Inc.** **VID Number: 17513086995** **Address: 5000 West Military, Ste 100** **McAllen, Tx 78503** **PH: (956) 664-0286; FX: (XXX) XXX-XXXX** **Email:tmurray@halff.com**	**Name:** Trey Murray ***(Please Print)*** **Title:** Vice President **Signature** **Date**

ATTACHMENT H-3

Subprovider Monitoring System for Federally Funded Contracts

Progress Assessment Report for month of (Mo./Yr.) _____/_____

Contract #: _____ Original Contract Amount: **$000,000.00**

Date of Execution: _____ Approved Supplemental Agreements: **$0**

Prime Provider: R. Gutierrez Corporation Total Contract Amount: **$000,000.00**

Work Authorization No. : 1 Work Authorization Amount: **$000,000.00**

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
	Halff Associates, Inc.	Surveying	$00,000.00	XX			

Fill out Progress Assessment Report with each estimate/invoice submitted, *for all subcontracts*, and forward as follows:

1 Copy with Invoice - Hidalgo County Regional Mobility Authority Office

I hereby certify that the above is true and correct statement of the amounts paid to the firms listed above.

Print Name - Company Official /DBE Liaison Officer | Signature | Phone | Date

Email | | Fax

ATTACHMENT H-4

Subprovider Monitoring System
Final Report

The Final Report Form should be filled out by the Prime Provider and submitted to the Contract Manager and the Business Opportunity Programs Office for review upon completion of the contract. The report should reflect **all subcontract activity** on the project. The report will aid in expediting the final estimate for payment. If the HUB or DBE goal requirements were not met, documentation supporting good faith efforts must be submitted.

DBE Goal: 0.0 % **OR** HUB Goal: _____%

Total Contract Amount: $000,000.00 Total Contract Amount: $_____

Contract Number:

Vendor ID #	**Subprovider**	**Total $ Amount Paid to Date**
17513086995	Halff Associates, Inc.	
TOTAL		

This is to certify that _____% of the work was completed by the HUB or DBE subproviders as stated above.

_____
By: Prime Provider

_____
Per: Signature

Subscribed and sworn to before me, this _____ day of _____, 20 __

_____Notary Public _____ County

My Commission expires:_____

12/06 DBE-H4.A

ATTACHMENT H-5

Federal Subprovider and Supplier Information

The Provider shall indicate below the name, address and phone number of all successful and unsuccessful subproviders and/or suppliers that provided proposals/quotes for this contract prior to execution. You may reproduce this form if additional space is needed.

Name	**Address**	**Phone Number**
Halff Associates, Inc.	5000 West Military, Suite 100, McAllen, Tx 78503	956-664-0286

The information must be provided and returned with the contract.

_____ _____

Signature Date

R. Gutierrez Corporation, Ramiro Gutierrez rgutierrez@rgec.net (956) 782-2557

Printed Name Email Phone #

ATTACHMENT H-6

Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report

HUB Subcontracting Plan (HSP)
Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Contract/Requisition Number: _____ Date of Award: _____ (mm/dd/yyyy) Object Code: _____ (Agency Use Only)

Contracting Agency/University Name: _____

Contractor (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

Reporting (Month) Period: _____ Total Amount Paid this Reporting Period to $ _____ -

Report HUB and Non-HUB subcontractor information

Subcontractor's Name	Subcontractor's VID or HUB Certificate Number	*Texas Certified HUB? (Yes or No)	Total Contract $ Amount from HSP with Subcontractor	Total $ Amount Paid This Reporting Period to Subcontractor	Total Contract $ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
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			$ -	$ -	$ -	
		TOTALS:	$ -	$ -	$ -	

Signature: _____ Title: _____ Date: _____

*Note: HUB certification status can be verified on-line at: http://www2.cpa.state.tx.us/cmbl/hubonly.html Rev. 10/07

ATTACHMENT H-7

DBE CERTIFICATIONS

Texas Department of Transportation

THE STATE OF TEXAS

Texas Unified Certification Program
TUCP

Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a **DBE** in accordance with Federal Regulations 49 CFR, Part 26

R. GUTIERREZ ENGINEERING CORPORATION (06212)

Issuance Date: January 3, 2007

This Certificate is subject to suspension or revocation, and DBE information is verified annually upon the issuance month.

Director, Business Opportunity Programs Office

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1742884551900**
File/Vendor Number:	**25146**
Approval Date:	**28-JUN-2013**
Scheduled Expiration Date:	**31-MAY-2016**

In accordance with the Memorandum of Agreement between the
Texas Department of Transportation (TXDOT)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

R. GUTIERREZ ENGINEERING CORPORATION

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 16-JUL-2013, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the TXDOT's program, you must immediately (within 30 days of such changes) notify the TXDOT's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the TXDOT's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (**http://www.window.state.tx.us/procurement/cmbl/cmblhub.html**) or by contacting the HUB Program at **1-888-863-5881** or **512- 463-5872**.

Rev. 09/12

ATTACHMENT I

CERTIFICATE OF INSURANCE

Client#: 51986 RGUT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/03/2014

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

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

PRODUCER	CONTACT NAME:	
Insurance Network of Texas 143 E Austin Giddings, TX 78942 979 542-3666	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire & Casualty Company	13021
INSURER B : Texas Mutual Insurance Company	22945
INSURER C : Certain Underwriters @ Lloyds/B	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			85319068	11/05/2013	11/05/2014	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			85319068	11/05/2013	11/05/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			85319068	11/05/2013	11/05/2014	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			SBP0001260441	11/05/2013	11/05/2014	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liability			PGIARK0334700	11/05/2013	11/05/2014	$2,000,000/Occurrence $2,000,000/Aggregate	

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

CERTIFICATE HOLDER

Dannenbaum Engineering
1109 Nolana Loop, Suite 208
Mcallen, TX 78504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

RJ. Mitchell

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ATTACHMENT J

CONFLICTS CERTIFICATION

ATTACHMENT J

CONFLICTS CERTIFICATION

1. Business Relationships:

   The RMA has adopted a conflict of interest policy which generally requires disclosure of any business relationships with RMA board members or key personnel, as designated on the Authority's website. The Conflict of Interest Policy for Consultants, the list of Board Members and Key Personnel, and the Disclosure Form can be obtained from the RMA website (www.hcrma.net). Engineer all any sub consultants to Engineer shall adhere to this policy and provide any required disclosures.

2. Adverse Matters:

   Engineer must disclose conflicts of interest by identifying any matter in which the Engineer becomes adverse to the RMA or the Texas Department of Transportation or to the State of Texas or any of its boards, agencies, commissions, universities, elected or appointed officials, or Hidalgo County during the term of the Agreement.

3. Direct and Indirect Interest:

   The Engineer shall ensure that, during the term of the Agreement, the Engineer, including any of its principals, will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of Engineer's obligations under the agreement, including, but not limited to, ownership of property in the right-of-way of any of the independent projects of the Hidalgo County Roadway System. The Engineer warrants that, in the performance of the Agreement, the Engineer shall not employ any person, or subcontract with any entity, having such known interest.

ENGINEER: R. Gutierrez Engineering Corporation

BY: _____

DATE: May 28, 2014

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Ramiro Gutierrez, P.E.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

May 28, 2014

Date

Adopted 06/29/2007

ATTACHMENT K
DEBARMENT CERTIFICATION

DEBARMENT CERTIFICATION
ARCHITECTURAL, ENGINEERING AND SURVEYING
("PROVIDER") CONTRACTS

(1) The **PROVIDER** certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

R. Gutierrez Engineering Corporation
Name of Provider

Signature of Certifying Official

President
Title of Certifying Official

05/28/14
Date

(2) Where the **PROVIDER** is unable to certify to any of the statements in this certification, such **PROVIDER** shall attach an explanation to this certification.

Exceptions will not necessarily result in denial of award. Providing false information may result in criminal prosecution or administrative sanctions.

* federal, state or local

♦Contract♦

Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)

SURVEYING SERVICES IBTC
Interchange with SH 365 to I-2 and from the ValleyView Interchange to FM 493

MAIN CONTRACT

June 10, 2014

Melden & Hunt, Inc.

STATE OF TEXAS §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT FOR SURVEYING SERVICES

THIS CONTRACT FOR SURVEYING SERVICES is made by and between the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter the "Authority") and Melden & Hunt, Inc. (hereinafter the "Surveyor"), having its principal business address at 115 W. McIntyre, Golden Jersey Bldg., Edinburg, Texas, for the purpose of contracting for surveying services (hereinafter the "Agreement").

WITNESSETH

WHEREAS, Government Code, Chapter 2254, Subchapter A, "Professional Services Procurement Act" provides for the procurement of professional services of surveyors;

WHEREAS, in compliance with the Professional Services Procurement Act and all federal requirements including those described in 23 CFR Part 172, the Authority procured professional surveying services (hereinafter the "Procurement");

WHEREAS, pursuant to the Procurement and the Authority Board of Director's (the Board's) ranking of respondents thereto, the Board finds it to be in the best interest of the Authority to engage the Surveyor to provide professional land surveying services that will include general surveying in support of preliminary engineering, design engineering, construction engineering, maintenance work, right of way mapping and aerial photography projects for the development of the Project as approved by the Authority to wit: the **INTERNATIONAL BRIDGE TRADE CORRIDOR (IBTC) SURVEY PROJECT FOR SEGMENT 0010 FROM THE INTERCHANGE WITH SH 365 TO I-2 AND FROM THE VALLEYVIEW INTERCHANGE TO FM 493** (hereinafter the "Project");

NOW, THEREFORE, the Authority and the Surveyor, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows:

AGREEMENT

ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

1.1 The Authority and the Surveyor will furnish items and perform those services for fulfillment of the Agreement as identified in Attachment B, Services to be provided by the Authority and Attachment C, Services to be provided by the Surveyor. All services provided by the Surveyor will conform to standard surveying practices and applicable rules and regulations of The Professional Land Surveying Practices Act and Amendment and the rules of the Texas Board of Professional Land Surveying.

1.2 The Surveyor shall timely perform those surveying services for the fulfillment of the Agreement. All work shall be subject to review and approval by the Authority, and, if appropriate, the Texas Department of

Transportation and the Federal Highway Administration. Notwithstanding anything to the contrary in this Agreement or in any other Agreement document relating to the project, in performing its work under this Agreement Surveyor shall perform its services to the standard of care of a reasonable surveyor that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Surveyor.

ARTICLE II
AGREEMENT PERIOD

2.1 **Agreement Period.** The period after this contract becomes effective and before it is terminated is the Contract Period. This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on June 30, 2018 unless the Agreement period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Section 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Section 14, Termination. Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

2.2 **Maximum Agreement Period.** The maximum Contract Period is the time needed to complete all work authorizations issued during the Agreement Period.

2.3 **Unauthorized Work.** Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

ARTICLE III
COMPENSATION

3.1 **Maximum Amount Payable.** The maximum amount payable under this contract is **$26,210.00** unless modified (1) modified written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements or (2) modified through a work authorization as set forth in Article V, provided that such work authorizations is adopted by Board action.

3.2 **Basis of Payment.** The basis of payment is identified in Attachment E, Fee Schedule. Reimbursement of costs incurred under a work authorization shall be in accordance with Attachment E, Fee Schedule.

3.3 **Reimbursement of Eligible Costs**. To be eligible for reimbursement, the Surveyor's costs must (1) be incurred in accordance with the terms of a valid work authorization; (2) be in accordance with Attachment E, Fee Schedule; and (3) comply with cost principles set forth at 48 CFR Part 31, Federal Acquisition Regulation (FAR 31). Satisfactory progress of work shall be maintained and evidenced as a condition of payment.

3.4 **Surveyor Payment of Subproviders**. No later than ten (10) days after receiving payment from the Authority, the Surveyor shall pay all subproviders for work performed under a subcontract authorized hereunder. The Authority may withhold all payments that have or may become due if the Surveyor fails to comply with the ten-day payment requirement. The Authority may also suspend the work under this Agreement or any work authorization until subproviders are paid. This requirement also applies to all lower tier subproviders, and this provision must be incorporated into all subcontracts related to the project.

ARTICLE IV
PAYMENT REQUIREMENTS

4.1 **Monthly Billing Statements**. The Surveyor shall request reimbursement of costs incurred by submitting the original and one copy of an itemized billing statement in a form acceptable to the Authority. The Surveyor is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

4.2 **Billing Statement**. The billing statement shall show the work authorization number for each work authorization included in the billing, the total amount earned to the date of submission, and the amount due and payable as of the date of the current billing statement for each work authorization. The billing statement shall indicate if the work has been completed or if the billing is for partial completion of the work. The lump sum fee will be paid in proportion to the percentage of work completed per work authorization.

4.3 **Overhead Rates**. The Surveyor shall use the provisional overhead rate indicated in Attachment E. If a periodic escalation of the provisional overhead rate is specified in Attachment E, the effective date of the revised provisional overhead rate must be included. For lump sum agreements where a lump sum applies to a work authorization the overhead rate utilized shall correspond with the overhead rate specified in the year in which the work authorization is executed.

4.4 **Thirty Day Payments**. Upon receipt and acceptance of a billing statement that complies with all invoice requirements set forth in this Article, the Authority shall make a good faith effort to pay the amount which is due and payable within thirty (30) days.

4.5 **Withholding Payments**. The Authority reserves the right to withhold payment of the Surveyor's billing statement in the event of any of the following: (1) If a dispute over the work or costs thereof is not resolved within a thirty day period; (2) pending verification of satisfactory work performed; (3) the Surveyor becomes a delinquent obligor as set forth in Section 231.006 of the Family Code; or (4) required reports are not received. In the event that payment is withheld, the Authority shall notify the Surveyor and give a remedy that would allow the Authority to release the payment.

4.6 **Required Reports.**

a) As required in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements, the Surveyor shall submit Progress Assessment Reports to report actual payments made to Disadvantaged Business Enterprises or Historically Underutilized Businesses. One copy shall be submitted with each billing statement and one copy shall be submitted to the address included in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements.

b) Prior to Agreement closeout, the Surveyor shall submit a Final Report (Attachment H-4) to the address set forth in Attachment H.

c) The Surveyor shall submit a separate report with each billing statement showing the percent completion of the work accomplished during the billing period and the percent completion to date, and any additional written report requested by the Authority to document the progress of the work.

4.7 **Subproviders and Suppliers List**. Pursuant to requirements of 43 Texas Administrative Code §9.50 et seq., the Surveyor must provide the Authority a list (Attachment H-5/DBE or Attachment H-6/HUB) of all Subproviders and suppliers that submitted quotes or proposals for subcontracts. This list shall include subproviders' and suppliers' names, addresses, telephone numbers, and type of work desired.

4.8 **Debt to the Authority.** If the Authority is prohibited by law from issuing a warrant or initiating an electronic funds transfer to the Surveyor because of a debt owed to the Authority, the Authority shall apply all payments due the Surveyor to the debt or delinquent tax until the debt or delinquent tax is paid in full.

4.9 **Audit.** The Authority auditor may conduct an audit or investigation of any entity receiving funds from the Authority directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the Authority's right or the Authority's auditor right, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the Authority auditor with access to any information the Authority auditor considers relevant to the investigation or audit.

ARTICLE V
WORK AUTHORIZATIONS

The Authority will issue work authorizations using the form included in Attachment D (Work Authorizations and Supplemental Work Authorizations) to authorize all work under this Agreement. The Surveyor must sign and return a work authorization within seven (7) working days after receipt. Refusal to accept a work authorization may be grounds for termination of this Agreement. The Authority shall not be responsible for actions by the Surveyor or any costs incurred by the Surveyor relating to work not directly associated with or prior to the execution of a work authorization. Terms and conditions governing the use of work authorizations are set forth in Attachment A, General Provisions, Section 1. The work authorization shall not waive the Authority's or the Surveyor's responsibilities and obligations established under this Agreement.

ARTICLE VI
SIGNATORY WARRANTY

The undersigned signatory for the Surveyor hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete Authority to enter into this Agreement on behalf of the firm. These representations and warranties are made for the purpose of inducing the Authority to enter into this Agreement.

ARTICLE VII
NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Surveyor:	**Authority:**
Melden & Hunt, Inc. 115 W. McIntyre Golden Jersey Bldg, Edinburg, Texas 78539 Attn: Fred L. Kurth President	Hidalgo County Regional Mobility Authority (HCRMA) 118 South Cage Boulevard, 4th Floor Pharr, Texas 78577 Attn: Pilar Rodriguez Executive Director

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

ARTICLE VIII
INCORPORATION OF PROVISIONS

Attachments A through K are attached hereto and incorporated into this Agreement as if fully set forth herein.

SIGNATORIES

IN WITNESS WHEREOF, the Authority and the Surveyor have executed these presents in duplicate and acknowledge that this Agreement constitutes the sole and only Agreement of the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties respecting the within subject matter.

AUTHORITY	**SURVEYOR**
By: _____	By: _____
Name: Pilar Rodriguez	Name: Fred L. Kurth
Title: Executive Director	Title: President
Hidalgo County Regional Mobility Authority	Company: Melden & Hunt, Inc.
Date: _____	Date: _____

LIST OF ATTACHMENTS TO AGREEMENT
FOR SURVEYING SERVICES
INCORPORATED INTO THE AGREEMENT BY REFERENCE

Attachments	Title
A	General Provisions
B	Services to Be Provided by the Authority
C	Services to Be Provided by the Surveyor
D	Work Authorization Forms
D-1	Work Authorization Form for Agreement for Surveying Services
D-2	Supplemental Work Authorization Form
E	Fee Schedule
E-1	Final Cost Proposal Form
E-2	Rate Sheets
E-3	Maximum Amount Payable
F	Work Schedule
G	Contract Deliverables/Computer Graphics Files for Document and Information Exchange, if applicable
H	DBE Participation
H-MOU	Memorandum of Understanding
H-Instructions	Instructions As per 49CFR 26.21
H-FG	Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts – See Attachment H Instructions
H–FN	Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts – See Attachment H Instructions
H–SG	Historically Underutilized Business (HUB) Requirements for County Funded Professional or Technical Services Contracts – County of Texas HUB. Subcontracting plan required – See Attachment H Instructions
H–SN	Historically Underutilized Business (HUB) Requirements for County Funded Professional or Technical Services Contracts – No County of Texas HUB
H–1	Subprovider Monitoring System Commitment Worksheet
H–2	Subprovider Monitoring System Commitment Agreement
H–3	Monthly Progress Assessment Report
H-4	Subprovider Monitoring System Final Report
H-5	Federal Subproviders and Supplier Information
H-6	HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report
H-7	DBE Certifications
I	Certificate of Insurance
J	Conflicts of Certification
K	Debarment Certification

ATTACHMENT A
GENERAL PROVISIONS

ATTACHMENT A
GENERAL PROVISIONS

INDEX TO PROVISIONS

Section	Title
1	Work Authorizations
2	Progress
3	Suspension of Work
4	Additional Work
5	Changes in Work
6	Supplemental Agreements
7	Ownership of Data
8	Public Information
9	Personnel, Equipment and Material
10	Subcontracting
11	Inspection of Work
12	Submission of Reports
13	Violation of Contract Terms (Breach of Agreement)
14	Termination
15	Compliance with Laws
16	Indemnification
17	Surveyor's Responsibility
18	Non-collusion
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21	DBE/HUB Requirements
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ATTACHMENT A
GENERAL PROVISIONS

SECTION 1. WORK AUTHORIZATIONS

A. Use. The Surveyor shall not begin any work until the Authority and the Surveyor have signed a work authorization. Costs incurred by the Surveyor before or after the completion date specified in the work authorization are not eligible for reimbursement. All work must be completed on or before the completion date specified in the work authorization, and no work authorization completion date shall extend beyond the Agreement period set forth in Article II of the Agreement (Agreement Period).

B. Contents. Each work authorization will include: (1) types of services to be performed; (2) a period of performance with a beginning and ending date; (3) a full description of the work to be performed; (4) a work schedule with milestones; (5) a cost not to exceed amount, (6) the basis of payment whether cost plus fixed fee, unit cost, lump sum, or specified rate; and (7) a work authorization budget calculated using fees set forth in Attachment E, Fee Schedule. The Surveyor is not to include additional Agreement terms and conditions in the work authorization. In the event of any conflicting terms and conditions between the work authorization and the Agreement, the terms and conditions of the Agreement shall prevail and govern the work and costs incurred.

C. Work Authorization Budget. A work authorization budget shall set forth in detail (1) the computation of the estimated cost of the work as described in the work authorization, (2) the estimated time (hours/days) required to complete the work at the hourly rates established in Attachment E, Fee Schedule; (3) a work plan that includes a list of the work to be performed, (4) a stated maximum number of calendar days to complete the work, and (5) a cost-not-to-exceed-amount or unit or lump sum cost and the total cost or price of the work authorization. The Authority will not pay items of cost that are not included in or rates that exceed those approved in Attachment E.

D. No Guaranteed Work. Work authorizations are issued at the discretion of the Authority. While it is the Authority's intent to issue work authorizations hereunder, the Surveyor shall have no cause of action conditioned upon the lack or number of work authorizations issued.

E. Incorporation into Agreement. Each work authorization shall be signed by both parties and become a part of this Agreement. No work authorization will waive the Authority's or the Surveyor's responsibilities and obligations established in this Agreement. The Surveyor shall promptly notify the Authority of any event that will affect the schedule or completion of the work authorization.

F. Supplemental Work Authorizations. Before additional work may be performed or additional costs incurred, a change in a work authorization shall be enacted by a written supplemental work authorization in the form identified and attached hereto as Attachment D. Both parties must execute a supplemental work authorization within the period of performance specified in the work authorization. The Authority shall not be responsible for actions by the Surveyor or any costs incurred by the Surveyor relating to additional work not directly associated with the performance or prior to the execution of the work authorization. The Surveyor shall allow adequate time for review and approval of the supplemental work authorization by the Authority prior to expiration of the work authorization. Any supplemental work authorization must be executed by both parties within the time period established in Article II of the Agreement, (Agreement Period). Under no circumstances will a work authorization be allowed to extend beyond the Agreement's expiration date, unless a supplemental to the Agreement is approved by both parties extending the Agreement date.

F-1. More Time Needed. If the Surveyor determines or reasonably anticipates that the work authorized in a work authorization cannot be completed before the specified completion date, the Surveyor shall promptly notify the Authority. The Authority may, at its sole discretion, extend the work authorization period by execution of a supplemental to the work authorization, using the form attached hereto as Attachment D.

F-2. Changes in Scope. Changes that would modify the scope of the work authorized in a work authorization must be enacted by a written supplemental to the appropriate work authorization. The Surveyor must allow adequate time for the Authority to review and approve any request for a time extension prior to expiration of the work authorization. If the change in scope affects the amount payable under the work authorization, the Surveyor shall prepare a revised work authorization budget for the Authority's approval.

G. New Work Authorization. If the Surveyor does not complete the services authorized in a work authorization before the specified completion date and has not requested a supplemental to the appropriate work authorization, the work authorization shall terminate on the completion date. At the sole discretion of the Authority, it may issue a new work authorization to the Surveyor for the incomplete work using the unexpended balance of the preceding work authorization for the project. If approved by the Authority, the Surveyor may calculate any additional cost for the incomplete work using the rates set forth in the preceding work authorization and in accordance with Attachment E, Fee Schedule.

H. Emergency Work Authorizations. The Authority, at its sole discretion, may accept the Surveyor's signature on a faxed copy of the work authorization as satisfying the requirements for executing the work authorization, provided that the signed original is received by the Authority within five (5) business days from the date on the faxed copy.

I. Deliverables. Upon satisfactory completion of the work authorization, the Surveyor shall submit the deliverables as specified in the executed work authorization to the Authority for review and acceptance.

J. Performance Standards. Unless authorized by the Authority and the Texas Department of Transportation, if applicable, work performed under this Agreement shall be developed in accordance with the latest version of the Texas Department of Transportation's manuals.

SECTION 2. PROGRESS

A. Progress meetings. The Surveyor shall from time to time during the progress of the work confer with the Authority. The Surveyor shall prepare and present such information as may be pertinent and necessary or as may be requested by the Authority in order to evaluate features of the work.

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

C. Inspections. If federal funds are used to reimburse costs incurred under this Agreement, the work and all reimbursements will be subject to periodic review by the Texas Department of Transportation and the U. S. Department of Transportation.

D. Reports. The Surveyor shall promptly advise the Authority in writing of events that have a significant impact upon the progress of a work authorization, including:

1. Problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by Authority judgment of the action taken or contemplated, and any or federal assistance needed to resolve the situation; and
2. Favorable developments or events which enable meeting the work schedule goals sooner than anticipated.

E. Corrective Action. Should the Authority determine that the progress of work does not satisfy the milestone schedule set forth in a work authorization, the Authority shall review the work schedule with the Surveyor to determine the nature of corrective action needed.

SECTION 3. SUSPENSION OF WORK AUTHORIZATION

A. Notice. Should the Authority desire to suspend a work authorization but not terminate the Agreement, the Authority may verbally notify the Surveyor followed by written confirmation, giving ten (10) day notice. Both parties may waive the ten-day notice in writing.

B. Reinstatement. A work authorization may be reinstated and resumed in full force and effect within sixty (60) business days of receipt of written notice from the Authority to resume the work. Both parties may waive the sixty-day notice in writing.

C. Agreement Period Not Affected. If the Authority suspends a work authorization, the Agreement period as determined in Article II of the Agreement (Agreement Period) is not affected and the Agreement and the work authorization will terminate on the date specified unless the Agreement or work authorization is amended to authorize additional time.

D. Limitation of Liability. The Authority shall have no liability for work performed or costs incurred prior to the date authorized by the Authority to begin work, during periods when work is suspended, or after the completion date of the Agreement or work authorization.

SECTION 4. ADDITIONAL WORK

A. Notice. If the Surveyor is of the opinion that any assigned work is beyond the scope of this Agreement and constitutes additional work, it shall promptly notify the Authority in writing, presenting the facts of the work authorization and showing how the work authorization constitutes additional work.

B. Supplemental Agreement. If the Authority finds that the work does constitute additional work, the Authority shall so advise the Surveyor and a written supplemental agreement will be executed as provided in Attachment A, General Provisions, Section 6, Supplemental Agreements.

C. Limitation of Liability. The Authority shall not be responsible for actions by the Surveyor or any costs incurred by the Surveyor relating to additional work not directly associated with or prior to the execution of a supplemental agreement.

SECTION 5. CHANGES IN WORK

A. Work Previously Submitted as Satisfactory. If the Surveyor has submitted work in accordance with the terms of this Agreement but the Authority requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the Agreement, the Surveyor shall make such revisions as requested and as directed by the Authority. This will be considered as additional work and paid for as specified under Attachment A, General Provisions, Section 4, Additional Work.

B. Work Does Not Comply with the Agreement. If the Surveyor submits work that does not comply with the terms of this Agreement, the Authority shall instruct the Surveyor to make such revision as is necessary to bring the work into compliance with this Agreement. No additional compensation shall be paid for this work.

C. Errors/Omissions. The Surveyor shall make revisions to the work authorized in this Agreement which are necessary to correct errors or omissions appearing therein, when required to do so by the Authority. No additional compensation shall be paid for this work.

SECTION 6. SUPPLEMENTAL AGREEMENTS

A. Need. The terms of this Agreement may be modified if the Authority determines that there has been a significant increase or decrease in the duration, scope, cost, complexity or character of the services to be performed. A supplemental agreement will be executed to authorize such significant increases or decreases.

B. Compensation. Additional compensation, if appropriate, shall be calculated as set forth in Article III of the Agreement (Compensation). Significant changes affecting the cost or maximum amount payable shall be defined to include but not be limited to new work not previously authorized or previously authorized services that will not be performed. The parties may reevaluate and renegotiate costs at this time.

C. When to Execute. Both parties must execute a supplemental agreement within the Agreement period specified in Article II of this Agreement (Agreement Period).

SECTION 7. OWNERSHIP OF DATA

A. Work for Hire. All services provided under this Agreement are considered work for hire and as such all data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this Agreement are the property of the Authority.

B. Disposition of Documents. All documents prepared by the Surveyor and all documents furnished to the Surveyor by the Authority shall be delivered to the Authority upon request by the Authority. The Surveyor, at its own expense, may retain copies of such documents or any other data which it has furnished the Authority under this Agreement, but further use of the data is subject to permission by the Authority.

C. Release of Data. The Surveyor (1) will not release any documentation created or collected under this Agreement except to its subproviders as necessary to complete this Agreement; (2) shall include a provision in all subcontracts which acknowledges the Authority's ownership of the documents and prohibits its use for any use other than the project identified in this Agreement; and (3) is responsible for any improper use of the documents by its employees, officers, or subproviders, including costs, damages, or other liability resulting from improper use. Neither the Surveyor nor any subprovider may charge a fee for the portion of the design plan created by the Authority.

D. Maintenance of Data. The Surveyor and any subconsultant, subcontractor or vendor shall keep and maintain all Data and all other material relating to this Agreement and related projects, and shall make all such material available at any reasonable time during the term of the work on the Agreement and related projects and for five (5) years from the date of final payment to the Surveyor for auditing, inspection, and copying upon the Authority's request or, if federal dollars are applied to the Agreement, upon request by the federal government.

SECTION 8. PUBLIC INFORMATION AND CONFIDENTIALITY

A. Public Information. The Authority will comply with Government Code, Chapter 552, the Public Information Act, and 43 Texas Administrative Code §3.10 et seq. in the release of information produced under this Agreement.

B. Confidentiality. The Surveyor shall not disclose information obtained from the Authority under this Agreement without the express written consent of the Authority.

SECTION 9. PERSONNEL, EQUIPMENT AND MATERIAL

A. This Agreement is not intended to constitute, create, give up, or otherwise recognize a joint venture agreement or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement.

B. Surveyor Resources. The Surveyor shall furnish and maintain quarters for the performance of all services, in addition to providing adequate and sufficient personnel and equipment to perform the services required under this Agreement. The Surveyor certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this Agreement, or it will be able to obtain such personnel from sources other than the Authority.

C. Removal of Contractor Employee. All employees of the Surveyor assigned to this Agreement shall have such knowledge and experience as will enable them to perform the duties assigned to them. The Authority may instruct the Surveyor to remove any employee from association with work authorized in this Agreement if, in the sole opinion of the Authority, the work of that employee does not comply with the terms of this Agreement or if the conduct of that employee becomes detrimental to the work.

D. Replacement of Key Personnel. The Surveyor must notify the Authority in writing as soon as possible, but no later than three business days after a project manager or other key personnel is removed from association with this Agreement, giving the reason for removal.

E. Authority Approval of Replacement Personnel. The Surveyor may not replace the project manager or key personnel without prior consent of the Authority. The Authority must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the Authority determines that the new project manager or key personnel is not acceptable, the Surveyor may not use that person in that capacity and shall replace him or her with one satisfactory to the Authority within forty-five (45) days.

F. Ownership of Acquired Property. Except to the extent that a specific provision of this Agreement states to the contrary, the Authority shall own all intellectual property acquired or developed under this Agreement and all equipment purchased by the Surveyor or its subcontractors under this Agreement. All intellectual property and equipment owned by the Authority shall be delivered to the Authority when this Agreement terminates, or when it is no longer needed for work performed under this Agreement, whichever occurs first.

G. The Surveyor shall furnish and maintain, at its own expense, office space for the performance of all services, and adequate and sufficient personnel and equipment to perform the services as required. All employees of the Surveyor shall have such knowledge and experience as will enable them to perform the duties assigned to them.

H. The Surveyor agrees to maintain (in sufficient detail as will properly reflect all work done and results achieved in the performance of this Agreement) tracings, plans, specifications, maps, basic survey notes and sketches, books, records, reports, research notes, charts, graphs, comments, plans, comparisons, computations, analyses, recordings, photographs, computer programs, and documentations thereof, and other graphic or written data or deliverables generated in connection with the work called for in the Agreement; all such information and documentations to be termed "Data" under this Agreement.

I. All Data is the exclusive property of the Authority and shall be furnished to the Authority upon request and shall not be used or released by the Surveyor or any other person except with the prior approval of the Authority. All documents prepared by the Surveyor and all documents furnished to the Surveyor by the Authority shall be delivered to the Authority upon completion of the relevant milestone for payment and/or termination of this Agreement. Provided, however, that none of the documents or materials are intended or represented by Surveyor to be suitable for reuse by the Authority, or others on extensions of the project or on any other project. Any reuse of Data without written verification or adaptation by Surveyor for use beyond the specific purpose intended will be at Authority's sole risk and without liability or legal exposure to Surveyor.

SECTION 10. SUBCONTRACTING

A. Prior Approval. The Surveyor shall not assign, subcontract or transfer any portion of professional services related to the work under this Agreement without prior written approval from the Authority.

B. DBE/HUB Compliance. The Surveyor's subcontracting program shall comply with the requirements of Attachment H of the Agreement (DBE/HUB Requirements).

C. Required Provisions. All subcontracts for professional services shall include the provisions included in Attachment A, General Provisions, and any provisions required by law. The Surveyor is authorized to pay subproviders in accordance with the terms of the subcontract, and the basis of payment may differ from the basis of payment by the Authority to the Surveyor.

D. **Prior Review.** All subcontracts for professional services shall be approved as to form in writing by the Authority and, if applicable, by the Texas Department of Transportation prior to its execution and performance of work thereunder.

E. Surveyor Responsibilities. No subcontract relieves the Surveyor of any responsibilities under this Agreement.

SECTION 11. INSPECTION OF WORK

A. Review Rights. The Authority and if appropriate, the Texas Department of Transportation, and when federal funds are involved, the U. S. Department of Transportation, and any of their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

B. Reasonable Access. If any review or evaluation is made on the premises of the Surveyor or a subprovider, the Surveyor shall provide and require its subproviders to provide all reasonable facilities and assistance for the safety and convenience of the Authority and if appropriate the Authority, State, or federal representatives in the performance of their duties.

SECTION 12. SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by the Authority before a final report is issued. The Authority's comments on the Surveyor's preliminary report must be addressed in the final report.

SECTION 13. VIOLATION OF AGREEMENT TERMS (BREACH OF AGREEMENT)

A. Violation. Violation of the Agreement terms or breach of this Agreement by the Surveyor shall be grounds for termination of the Agreement. Any additional costs to the Authority that arise from the Surveyor's default, breach of Agreement, or violation of Agreement terms shall be paid by the Surveyor. This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

B. Venue. Venue for disputes related to this Agreement shall be Hidalgo County, Texas.

C. Applicable Laws. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

SECTION 14. TERMINATION

A. Causes. The Agreement may be terminated before the stated completion date by any of the following conditions.

1. By mutual agreement and consent, in writing from both parties.
2. By the Authority by notice in writing to the Surveyor as a consequence of failure by the Surveyor to perform the services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
4. By the Authority for reasons of its own, not subject to the mutual consent of the Surveyor, by giving ten business days notice of termination in writing to the Surveyor.
5. By the Authority, if the Surveyor violates the provisions of Attachment A, General Provisions Section 21, Gratuities.
6. By satisfactory completion of all services and obligations described herein.

B. Measurement. Should the Authority terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Surveyor. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the Authority terminate this Agreement under Paragraph A (4) or (5) above, the Surveyor shall not incur costs during the ten-day notice period in excess of the amount incurred during the preceding ten (10) days.

C. Value of Completed Work. If the Surveyor defaults in the performance of this Agreement or if the Authority terminates this Agreement for fault on the part of the Surveyor, the Authority will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in Attachment E, Fee Schedule) by the Surveyor in performing the work to the date of default;

(2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the Authority; (4) the cost to the Authority of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; and (6) other factors which affect the value to the Authority of the work performed.

D. Calculation of Payments. The Authority shall use the fee schedule set forth in Attachment E to the Agreement (Fee Schedule) in determining the value of the work performed up to the time of termination. In the case of partially completed surveying services, eligible costs will be calculated as set forth in Attachment E, Fee Schedule. The sum of the provisional overhead percentage rate for payroll additives and for general and administrative overhead costs during the years in which work was performed shall be used to calculate partial payments.

E. Excusable Delays. Except with respect to defaults of subproviders, the Surveyor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Surveyor. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

F. Surviving Requirements. The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the Authority and the Surveyor under this Agreement, except for those provisions that establish responsibilities that extend beyond the Agreement period.

G. Payment of Additional Costs. If termination of this Agreement is due to the failure of the Surveyor to fulfill its Agreement obligations, the Authority may take over the project and prosecute the work to completion, and the Surveyor shall be liable to the Authority for any additional cost to the Authority.

SECTION 15. COMPLIANCE WITH LAWS

The Surveyor shall comply with all applicable Authority, federal, County and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations. When required, the Surveyor shall furnish the Authority with satisfactory proof of its compliance therewith.

SECTION 16. INDEMNIFICATION

A. THE SURVEYOR SHALL SAVE AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, AND EMPLOYEES, FROM ALL CLAIMS, LIABILITY, ACTION, AND LOSS (INCLUDING DAMAGE OR INJURY INCLUDING DEATH TO PERSONS OR PROPERTY) DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, SUBCONTRACTORS, OR EMPLOYEES PERFORMED UNDER THIS AGREEMENT AND WHICH ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT, INCLUDING ANY VIOLATION OF ANY STATUTES, ORDINANCES, BUILDING CODES OR REGULATIONS, OF THE SURVEYOR OR OF ANY PERSON EMPLOYED OR ENGAGED BY THE SURVEYOR, AND THE DEFENSE OF ANY SUCH CLAIMS, LIABILITY, ACTION, OR LOSS.

B. THE SURVEYOR SHALL ALSO SAVE AND HOLD HARMLESS THE AUTHORITY FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, REASONBLE ATTORNEY FEES WHICH MAY BE INCURRED BY THE AUTHORITY OR LIABILITIES WHICH MAY BE IMPOSED ON THE AUTHORITY AS THE RESULT OF SUCH ERROR, OMISSION, OR NEGLIGENT ACT BY THE SURVEYOR, ITS AGENTS, ITS SUBCONTRACTORS, OR EMPLOYEES.

SECTION 17. SURVEYOR'S RESPONSIBILITY

A. Accuracy. The Surveyor shall be responsible for the accuracy and completeness of work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

B. Errors and Omissions. The Surveyor's responsibility for all questions arising from errors and/or omissions will be determined by the Authority and all decisions shall be in accordance with the Authority's "Errors or Omissions Policy". The Surveyor will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

C. Seal. The responsible Surveyor shall sign, seal and date all appropriate surveying submissions to the Authority in accordance with the Texas Surveying Practice Act and the rules of the Texas Board of Professional Surveyors.

D. Resealing of Documents. Once the work has been sealed and accepted by the Authority, the Authority, as the owner, will notify the party to this Agreement, in writing, of the possibility that a Authority surveyor, as a second surveyor, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second surveyor will affix his seal to any work altered, completed, corrected, revised or added. The second surveyor will then become responsible for any alterations, additions or deletions to the original survey including any effect or impacts of those changes on the original surveyor's work product.

SECTION 18. NONCOLLUSION

A. Warranty. The Surveyor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Surveyor and those consultants, subconsultants, and providers identified in the presentation to the Authority's Board, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or surveyor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

B. Liability. For breach or violation of this warranty, the Authority shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION 19. INSURANCE

A. Insurance Liability Limits. The Surveyor shall obtain and maintain insurance limits of liability for each of the types of insurance coverage identified as follows:

1. Workers' Compensation, endorsed with a waiver of subrogation in favor of the Authority in the amount of statutory obligations imposed under the Texas Workers' Compensation Law.

2. Commercial General Liability, endorsed with the Authority as an additional insured and endorsed with a waiver of subrogation in favor of the Authority to the extent of the liabilities assumed by Surveyor under **Attachment A, Section 17** of this Agreement, in limits of liability of one million dollars ($1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
3. Professional Liability in limits of one million dollars ($1,000,000) each claim and in the aggregate.

The coverage and amounts designated herein are minimum requirements and do not establish limits of the Surveyor's liability. Additional coverage may be provided at the Surveyor's option and expense.

The issuer of any policy must have a rating of at least B+ and a financial size of Class VI or better according to the latest *Best's* rating.

B. Insurance Liability Limits. The Surveyor shall furnish proof of insurance by means of a completed Attachment I – Certificate of Insurance - Hidalgo County Regional Mobility Authority, attached hereto and made a part thereof with the Project Name and the Surveyor's name stated thereon, to be submitted prior to the beginning of the Project. The Surveyor will be considered in breach of this Agreement should the Surveyor fail to maintain the required insurance coverage during the term of this Agreement. The termination of this Agreement resulting from failure to maintain the required insurance will be carried out in accordance with the termination provisions herein.

C. Surveyor's Risk. The services to be provided under this Agreement will be performed entirely at Surveyor's risk and Surveyor assumes all responsibility for the condition of vehicles or other instrumentalities used in the performance of this Agreement.

D. Work on Texas Department of Transportation Property. To the extent that the Texas Department of Transportation or this Agreement authorizes the Surveyor or its subconsultants to perform any work on Texas Department of Transportation right of way, before beginning work the entity performing the work shall provide the Authority and the Texas Department of Transportation with a fully executed copy of the Department's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on Department right of way. This coverage shall be maintained until all work on the Department right of way is complete. If coverage is not maintained, all work on Department right of way shall cease immediately, and, the Authority may recover damages and all costs of completing the work.

SECTION 20. GRATUITIES

Employees of the Authority shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the Authority under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Authority. Any person doing business with or who may reasonably speaking do business with the Authority under this Agreement may not make any offer of benefits, gifts or favors to departmental employees, except as mentioned herein above. Failure on the part of the Surveyor to adhere to this policy may result in the termination of this Agreement.

SECTION 21. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS

The Surveyor agrees to comply with the requirements set forth in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Subcontracting Plan Requirements with an assigned goal or a zero goal, as determined by the Authority. The Surveyor will adhere to the commitment and to participation by certain Disadvantaged Business Enterprises (DBE) agreed to by the Authority during negotiations. Refer to Attachment H-7 for copies of DBE Certifications.

SECTION 22. MAINTENANCE, RETENTION AND AUDIT OF RECORDS

A. Retention Period. The Surveyor shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and services provided (hereinafter called the Records). The Surveyor shall make the records available at its office during the Agreement period and for five (5) years from the date of final payment under this Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Availability. The Authority or any of its duly authorized representatives and, if appropriate, the Texas Department of Transportation, the Federal Highway Administration, the United States, Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the Surveyor's Records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

SECTION 23. CIVIL RIGHTS COMPLIANCE

(1) Compliance with Regulations: The Surveyor shall comply with the regulations of the Department of Transportation, Title 49, Code of Federal Regulations, Parts 21, 24, 26 and 60 as they relate to nondiscrimination; 23 CFR 710.405(B); also Executive Order 11246 titled Equal Employment Opportunity as amended by Executive Order 11375.

(2) Nondiscrimination: The Surveyor, with regard to the work performed by it during this Agreement, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Surveyor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Surveyor of the Surveyor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

(4) Information and Reports: The Surveyor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Surveyor is in the exclusive possession of another who fails or refuses to furnish this information, the Surveyor shall so certify to the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Surveyor's noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such Agreement sanctions as the Authority; and if appropriate, the Texas Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Surveyor under this Agreement until the Surveyor complies and/or
(b) cancellation, termination, or suspension of this Agreement, in whole or in part.

(6) Incorporation of Provisions: The Surveyor shall include the provisions of paragraphs (1) through (5) above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Surveyor shall take such action with respect to any subcontract or procurement as the Authority and; if appropriate, the Texas Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event an Surveyor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Surveyor may request the Authority; or, if appropriate, the Texas Department of Transportation to enter into such litigation to protect the interests of the Authority; and, in addition, the Surveyor, if appropriate, may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 24. PATENT RIGHTS
The Authority; and if appropriate, the Texas Department of Transportation; and the U. S. Department of Transportation shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Surveyor under this Agreement.

SECTION 25. COMPUTER GRAPHICS FILES
The Surveyor agrees to comply with Attachment G, Computer Graphics Files for Document and Information Exchange, if determined by the Authority to be applicable to this Agreement.

SECTION 26. CHILD SUPPORT CERTIFICATION
Under Section 231.006, Texas Family Code, the Surveyor certifies that the individual or business entity named in this Agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Surveyor is liable to the Authority for attorney's fees, the cost necessary to complete this Agreement, including the cost of advertising and awarding a second Agreement, and any other damages provided by law or this Agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

SECTION 27. DISPUTES

A. Disputes Not Related to Agreement Services. The Surveyor shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Surveyor in support of the services authorized herein.

B. Disputes Concerning Work or Cost. Any dispute concerning the work hereunder or additional costs, or any non-procurement issues shall be settled by mediation and if mediation is unsuccessful then parties go to trial under Texas State law.

SECTION 28. SUCCESSORS AND ASSIGNS

The Surveyor and the Authority do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. The Surveyor shall not assign, subcontract or transfer its interest in this Agreement without the prior written consent of the Authority.

SECTION 29. SEVERABILITY

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

SECTION 30. PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto for the services authorized herein and supersedes any prior understandings or written or oral Agreements between the parties respecting the subject matter defined herein.

SECTION 31. CONFLICT OF INTEREST

A. Representation by Surveyor. The undersigned represents that its firm has no conflict of interest that would in any way interfere with its or its employees' performance of services for the Authority or which in any way conflicts with the interests of the Authority. The firm shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Authority's interests.

B. Certification Status. The Surveyor certifies that it is not:

1. a person required to register as a lobbyist under Chapter 305, Government Code; or
2. a public relations firm other than the firms identified in the presentation to the RMA Board.

C. Environmental Disclosure. If the Surveyor will prepare an environmental impact statement or an environmental assessment under this Agreement, the Surveyor certifies by executing this Agreement that it has no financial or other interest in the outcome of the project on which the environmental impact statement or environmental assessment is prepared.

SECTION 32. OFFICE OF MANAGEMENT AND BUDGET (OMB) AUDIT REQUIREMENTS

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

SECTION 33. CERTIFICATIONS

A. The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Surveyor certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive Federal funds and, when requested by the Authority, to furnish a copy of the certification.

B. In accordance with Department of Transportation, Title 49, Code of Federal Regulations, Part 29 and by signature on this Agreement and the Debarment Certification attached hereto as Attachment K, the Surveyor certifies its compliance and the compliance of any subconsultants or subcontractors present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving federal, state or Authority funds:

(1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
(2) does not have a proposed debarment pending;
(3) has not been suspended debarred, voluntarily excluded, or determined ineligible by an federal agency within the past three (3) years; and
(4) has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years as specified by Title 49, Code of Federal Regulations, paragraph 29.305(a).

C. The Surveyor agrees to comply with the provisions of Section 1352 of Title 31, U.S. Code as codified in Title 48, Federal Acquisition Regulations, Subpart 3.8 and subpart 52.203.11, prohibiting federal funds from being expended by a recipient or lower-tier subrecipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract or cooperative agreement. If federal funds are applied to the services under this Agreement, the Surveyor and any subconsultants or subcontractors would be required to complete the Certification of Federal Contracts and, if necessary, the Disclosure of Lobbying Activities.

D. If the Project is a federal aid project, Surveyor is required to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), which prohibit the use under non-exempt federal contract, grants, or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the USEPA Assistant Administrator of Enforcement.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE AUTHORITY

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE AUTHORITY

Project Map.

ROW Map – ROW widths, other land, ownership, survey information.

Ownership information of adjacent tracts.

Intersecting ROW information, documentation, construction plans of existing utilities if available.

Construction plans of existing facilities if available.

Intended use of the survey and required form of deliverables, files required, etc.

Accuracy required and method of display.

Horizontal and vertical datum upon where the survey should be based (if varies from TxDOT).

Research on subject tracts/parcel ownership aerial photographs.

Title Reports for Parent\Ownership Tracts within Project.

Boundary survey, (data files) of Original Survey Lines Subdivisions, and Parent Tracts within Project. Includes found monumentation.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

1.0 Project Control

1.1 Primary Control

Primary Control is a series of stable and reliable monuments set and establish in the general vicinity of the project. Usually these monuments will not be further than 3 miles from the project or between each other on the project. The purpose for Primary Control is to transfer in and establish National Spatial Reference (NSRS), "Geodetic Values and Coordinates", closer and more accessible to the project site.

Note: The conventional scope for this service will not be performed; instead, the HCRMA surveyors will use the RTK Cooperative VRS[3] Network. In the event that conventional Primary Control becomes necessary, the HCRMA PMC Survey Coordinator will enumerate a detailed scope for this service.

Limits for this service:

To Be Determined by Future Work Authorization

1.1.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
		1.1.1.1	N/A		
		1.1.1.2	N/A		
		1.1.1.3	N/A		

1.1.2 Field Work Tasks.

To be provided by:					
		1.1.2.1	N/A		
		1.1.2.2	N/A		
		1.1.2.3	N/A		

1.1.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	Melden&Hunt, Inc	1.1.3.1	Prepare and Submit Survey Control Book that includes: • Project Summary; • Primary Control Location Map; • Primary Control Data Sheets;		
		1.1.3.2	N/A		
		1.1.3.3	N/A		

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

1.0 Project Control

1.2 Secondary Control

Secondary Control is a series of Control points established and setup no more than 1000 feet apart and in a "line of sight" pattern. The purpose for Secondary Control is mainly for use with conventional theodolite/robotic instrumentation where an occupied and back sight point is needed. Another use for secondary control can be for GPS RTK Rover checks, initialization and calibration. The datum and values of secondary control will be derived from the Valley VRS Network.

Note: The conventional scope for this service will not be performed; instead, the "Panel points" or "Aerial Target" monumentation establish for the Aerial Photogrammetry will be utilized as Secondary Control for the TCC/SH 365 segment of this project due to its availability. In the event that conventional Secondary Control becomes necessary, the HCRMA PMC Survey Coordinator will enumerate a detailed scope for this service.

Limits for this service:

To Be Determined by Future Work Authorization

1.2.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:						
	Melden&Hunt, Inc	1.2.1.1	Contact and Coordinate with HCRMA for … • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. •			
HCRMA	Melden&Hunt, Inc	1.2.1.2	Obtain Survey Control Report that includes: Panel Point Data Control Sheets, Location Map and coordinate values.			
		1.2.1.3				

1.2.2 Field Work Tasks.

To be provided by:						
	Melden&Hunt, Inc	1.2.2.1	Locate, recover and flag panel points. *(Existing on Ground)*			
	Melden&Hunt, Inc	1.2.2.2	Survey and check horizontal and vertical coordinates on all recovered panel points using GPS RTK "Control Observation" procedures. *(Existing on Ground)*			
		1.2.2.3				

1.2.3 Office Work / Delivery Preparation Tasks

To be provided by:						
	Melden&Hunt, Inc	1.2.3.1	Prepare and submit a REVISED Survey Control Report that includes: • Panel Point Data Control Sheets, • Location Map and coordinate values of recovered panel points.			
	Melden&Hunt, Inc	1.2.3.2				

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

1.0 Project Control

1.3 Photogrammetric (Aerial) Control

Photogrammetric (Aerial) Control is a series of Control points established and setup in a pattern on the ground to provide the Photogrametrist a means by which to position and Ortho-rectify the aerial photographs to the project Datum and scale. The datum and values of the aerial control will be derived from the Valley VRS Network.

Note: This service was performed by others in the recent past therefore the "Panel points" or "Aerial Target" monumentation establish for the Aerial Photogrammetry will be utilized as Secondary Control for the TCC/SH 365 segment of this project due to its availability. In the event that Photogrammetric Control becomes necessary, the HCRMA PMC Survey Coordinator will enumerate a detailed scope for this service.

Limits for this service:

To Be Determined by Future Work Authorization

1.3.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
Others	Melden&Hunt, Inc	1.3.1.1	Contact and Coordinate with HCRMA and Aerial Photogrammetrist for… • Proposed project ROW widths or Corridor maps, Intersecting ROW information and documentation, Construction plans of existing facilities and utilities if available, all other survey data and information. • Plan for panel point or target layout scheme. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control) • Schedule for survey and number of re-visits to maintain and/or re-staking		
		1.3.1.2			
		1.3.1.3			

1.3.2 Field Work Tasks

To be provided by:					
Others	Melden&Hunt, Inc	1.3.2.1	Layout aerial targets as per plan.		
Others	Melden&Hunt, Inc	1.3.2.2	Survey each aerial target point using GPS RTK "Control Observation" procedures.		
Others	Melden&Hunt, Inc	1.3.2.3	Revisit project ONE additional time, (or as directed by PMC), to maintain and / or re-stake disturbed or obliterated points.		
Others	Melden&Hunt, Inc	1.3.2.4	Maintain GPS data observation ground crew during flight (if applicable)		
Others	Melden&Hunt, Inc	1.3.2.5	Remove aerial targets after photogrammetry process has been completed.		

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

1.0 Project Control

1.3.3 Office Work / Delivery Preparation Tasks

To be provided by:					
Others	Melden&Hunt, Inc	1.3.3.1	Process XYZ coordinates and submit coordinate values and all necessary panel point information to photogrammetrist		
Others	Melden&Hunt, Inc	1.3.3.2	Prepare and Submit Survey Control Report that includes: • Project Summary; • Primary Control Location Map; • Primary Control Data Sheets; • Panel Point Data Control Sheets; • Panel Point Location Map and Panel Points coordinate values list of each aerial target point.		
		1.3.3.3			

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

1.0 Project Control

1.4 Project Alignment / Baselines

Survey to Stake and Layout the centerline or baseline of the preliminary or proposed route or corridor to provide Geotechnical, Environmental, Archeologists and others a means by which to locate their position or location on the project.

Limits for this service:

To Be Determined by Future Work Authorization

1.4.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
HCRMA	Melden&Hunt, Inc	1.4.1.1	Contact and Coordinate with HCRMA for… • Proposed project ROW and alignment maps, Intersecting ROW information and documentation, Proposed Construction plans if available, all other survey data and information. • Proposed project ROW and alignment maps, Intersecting ROW information and documentation, Proposed Construction plans if available, all other survey data and information. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control) • Schedule for survey and number of re-visits to maintain and/or re-staking		
		1.4.1.2	N/A		
		1.4.1.3	N/A		

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

1.4.2 Field Work Tasks.

To be provided by:					
	Melden&Hunt, Inc	1.4.2.1	Stake centerline, or under mitigating circumstances, stake offset baseline for preliminary corridor alignment… • at all Deflection PI's, PC's, PT's, • at *(1000')* (EVEN STATION) intervals on straight POTs • at *(1000')* (EVEN STATION) intervals on curves. • Stake point using *(5/8"x 2')* wooden hub and 4 foot wooden guard lathe. • Mark lathe with station number and offset on baselines.		
	Melden&Hunt, Inc	1.4.2.2	Stake adjacent preliminary or proposed ROW lines… • at all Deflection PI's, PC's, PT's • at *(1000')* (EVEN STATION) intervals on straight POTs • *at (1000')* (EVEN STATION) intervals on curves • Stake point using *(5/8"x 2'*) wooden hub and 4 foot wooden guard lathe. • Mark lathe with centerline station number and offset from project center.		
	Melden&Hunt, Inc	1.4.2.3	Revisit project ONE additional time, (or as directed by HCRMA), to maintain and / or re-stake disturbed or obliterated points.		
		1.4.2.4	N/A		

1.4.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	Melden&Hunt, Inc	1.4.3.1	Provide HCRMA with Stakeout report		
	Melden&Hunt, Inc	1.4.3.2	Provide reports as per PMC request, i.e., Geographic Lat/Long of staked points.		
	Melden&Hunt, Inc	1.4.3.3	N/A		

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

3.0 Topographic and Planimetric Survey

Surveys, measurements and data within the project limits to develop a Digital Terrain Model (DTM) and Planimetrics of the project route or corridor.

3.1. FULL Topo and Planimetrics

This is FULL development of NEW Digital Terrain Model (DTM) and Planimetrics of the project route or corridor without the benefit of aerial photogrammetry and mapping

Limits for this service:

To Be Determined by Future Work Authorization

3.1.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:						
	Melden&Hunt, Inc	3.1.1.1	Contact and Coordinate with HCRMA for… • Proposed project ROW widths or Corridor maps, Intersecting ROW information and documentation, Construction plans of existing facilities and utilities if available, all other survey data and information. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required, etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control)			
		3.1.1.2	N/A			
		3.1.1.3	N/A			

3.1.2 Field Work Tasks.

To be provided by:						
N/A	Melden&Hunt, Inc	3.1.2.1	Survey proposed route or corridor for project DTM. • Cross Section corridor at every 100 foot stations and all break lines. • Cross Section 175’ right and left, (350’ wide), of the route or corridor centerline. (See Special or Mitigation Surveys for special and extended Topo Survey)			
HCRMA	Melden&Hunt, Inc	3.1.2.2	Survey CROSSING Drainage ditches, Canals and Streams and etc for project DTM. • Cross Section the above every 100' and at all break lines. Obtain flow line elevation shots, inside Drainage ditches and Canals and etc. • Cross section the above from toe to toe plus 25’. • Cross section the above out to 500’ right and left of the route or corridor centerline. (See Special or Mitigation Surveys for special and extended Topo Survey)			
N/A	Melden&Hunt, Inc	3.1.2.3	Survey CROSSING or intersecting Highways, Streets, Roads, and etc. for project DTM. • Cross Section the above every 100' and at all break lines. • Cross section the above from ROW to ROW plus 25’. • Cross section the above out to 500’ right and left of the route or corridor centerline. (See Special or Mitigation Surveys for special and extended Topo Survey)`			

	Melden&Hunt, Inc	3.1.2.4	Survey and Measure all above ground and visible topical objects and features within survey corridor for project PLANIMETRICS including but not limited to:
			• Developed sites i.e., driveways and culverts, flatwork, fences, curbs, parking, entrances, buildings/improvements, and etc. Note and describe all on survey deliverable.
			• Bridges/Overpasses of Hwy, Road, and Street; i.e. deck top, embankment, railings and ect. and profile of natural ground below structure.
			  ○ (See Attachment C.6 Special or Mitigation Surveys for special and detailed Bridge Survey)
			• Cross Culverts/Bridges of Drain Ditch, Irrigation Canal, Stream, i.e, deck top, railings, wing walls and etc. and profile of natural ground below structure.
			  ○ (See Attachment C.6 Special or Mitigation Surveys for special and detailed Cross Culvert Survey)
			• Drainage Ditch / Irrigation Canal / Flood Control Structures, i.e., gates, weirs, outfalls, spillways, culverts and etc. and flow line elevations below structure.
			  ○ (See Attachment C.6 Special or Mitigation Surveys for special, detailed or offsite Drainage / Irrigation / Flood Control Structure Survey)
			  ○ (See Attachment C.5 Utility Survey for Storm Water Drainage / Irrigation / Flood Control Pipelines Survey)
			• Major Vegetation, i.e., large old trees, fruit bearing trees, dense brush clumps and etc.
			• Signage, i.e., roadway, private, billboards, etc. Note and describe sign and sign content on survey deliverable.
			• Oil and Gas Wells and facilities, i.e., well heads, battery Tanks, compressors and etc.
			• Utilities, above ground visible and apparent features i.e., markers, signs, risers, poles, guy wires and etc.
			  ○ (See Attachment C.5 for Utility Surveying Scope)

		3.1.2.5	N/A

3.1.3 Office Work / Delivery Preparation Tasks

To be provided by:					
N/A	Melden&Hunt, Inc	3.1.3.1	Process all survey data using GEOPAC – MICROSTATION software and submit a digital… • DAT file (project metadata) • TIN file (masspoints and breaklines) • 2d.DGN file (Project Planimetrics) • 2d.DGN file (Project DTM and Contours)		
N/A	Melden&Hunt, Inc	3.1.3.2	Submit a 1"= 50' scale hardcopy of project PLANIMETRICS showing line work and labels of all above ground and pertinent objects and features surveyed.		
N/A	Melden&Hunt, Inc	3.1.3.3	Submit a 1" = 50' scale hardcopy of project DTM and Contours showing line work and labels of ground relief and elevations of project corridor		

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

3.0 Topographic and Planimetric Survey

Surveys, measurements and data within the project limits to develop a Digital Terrain Model (DTM) and Planimetrics of the project route or corridor.

3.2. IN-FILL Topo and Planimetrics

This is to supplement and update the Digital Terrain Model (DTM) and Planimetrics of the project route or corridor produced by aerial photogrammetry and mapping.

Limits for this service:

To Be Determined by Future Work Authorization

3.2.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:						
HCRMA	Melden&Hunt, Inc	3.2.1.1	Contact and Coordinate with HCRMA for… • OBTAIN EXISTING AERIAL MAPPING digital files, maps, data and information. • Review Existing Aerial Mapping digital files, maps, data and determination of the extent of In-fills that will be necessary and/or needed. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control)			
		3.2.1.2	N/A			
		3.2.1.3	N/A			

3.2.2 Field Work Tasks.

To be provided by:						
	Melden&Hunt, Inc	3.2.2.1	Obtain elevation shots within the limits of the provided aerial photogrammetric DTM in areas left void or blank. • Survey voids or blanks within aerial mapping limits. ○ (See Special or Mitigation Surveys for special and extended Topo Survey).			
	Melden&Hunt, Inc	3.2.2.2	Survey, cross section and/or obtain flow line elevation shots, inside Drainage ditches, Canals and Streams within the limits of the provided aerial photogrammetric DTM left void or blank. • Cross Section the inside of the above every 100' and at all break lines. Obtain flow line elevation shots. • Cross section the above within the aerial mapping limits and beyond aerial mapping limits 100’ each side. ○ (See Special or Mitigation Surveys for special and extended Topo Survey)			
	Melden&Hunt, Inc	3.2.2.3	Survey and cross section CROSSING or intersecting Highways, Streets, Roads, and etc. within the limits of the provided aerial photogrammetric DTM left void or blank. • Cross section the above out to 300’ right and left of the aerial mapping limits. ○ (See Special or Mitigation Surveys for special and extended Topo Survey)			

	Melden&Hunt, Inc	3.2.2.4	Survey and Measure all above ground and visible topical objects and features within the provided aerial photogrammetric PLANIMETRICS left void or blank, including but not limited to:
			• Developed sites i.e., driveways and culverts, flatwork, fences, curbs, parking, entrances, buildings/improvements, and etc. Note and describe all on survey deliverable.
			• Bridges/Overpasses of Hwy, Road, and Street; i.e. deck top, embankment, railings and ect. and profile of natural ground below structure.
			  ○ (See Attachment C.6 Special or Mitigation Surveys for special and detailed Bridge Survey)
			• Cross Culverts/Bridges of Drain Ditch, Irrigation Canal, Stream, i.e, deck top, railings, wing walls and etc. and profile of natural ground below structure.
			  ○ (See Attachment C.6 Special or Mitigation Surveys for special and detailed Cross Culvert Survey)
			• Drainage Ditch / Irrigation Canal / Flood Control Structures, i.e., gates, weirs, outfalls, spillways, culverts and etc. and flow line elevations below structure.
			  ○ (See Attachment C.6 Special or Mitigation Surveys for special, detailed or offsite Drainage / Irrigation / Flood Control Structure Survey)
			  ○ (See Attachment C.5 Utility Survey for Storm Water Drainage / Irrigation / Flood Control Pipelines Survey)
			• Major Vegetation, i.e., large old trees, fruit bearing trees, dense brush clumps and etc.
			• Signage, i.e., roadway, private, billboards, etc. Note and describe sign and sign content on survey deliverable.
			• Oil and Gas Wells and facilities, i.e., well heads, battery Tanks, compressors and etc.
			• Utilities, above ground visible and apparent features i.e., markers, signs, risers, poles, guy wires and etc.
			  ○ (See Attachment C.5 for Utility Surveying Scope)

3.2.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	Melden&Hunt, Inc	3.2.3.1	RE-PROCESS all survey data using GEOPAC – MICROSTATION software and submit NEW digital… • DAT file (project metadata) • TIN file (masspoints and breaklines) • 2d.DGN file (Project Planimetrics) • 3d.DGN file (Project DTM and Contours)		
	Melden&Hunt, Inc	3.2.3.2	Submit a 1"= 50' scale hardcopy of project PLANIMETRICS showing line work and labels of all above ground and pertinent objects and features surveyed. Highlight new or updated information.		
	Melden&Hunt, Inc	3.2.3.3	Submit a 1" = 50' scale hardcopy of project DTM and Contours showing line work and labels of ground relief and elevations of project corridor. Highlight new or updated information.		

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

4.0 Boundary Survey

Surveys and boundary line re-construction of the Land Tracts through which the proposed project route or corridor will pass. This survey will be used for the final design of the project's right of way line location therefore must be performed early in the project phase. This is NOT part of the right of way and parcel platting phase of the project even though it will be heavily relied upon to perform that phase.

Definitions for use in this context.
… Grants, Patents (Surveys), Porciones, i.e., Santa Anita Grant, Porcion 87, Survey No. 112
… Lot/Block Tracts or Partition Tracts, (Original Subdivisions of Grants, Surveys and Porciones) , i.e., Hidalgo Canal, Tex-Mex RR, San Salvador del Tule.
… Land Tracts, (severances or junior surveys of Lot/Block Tracts or Partition Tracts), i.e., 4.28 acres of Lot 1 Blk. 1, Tex-Mex RR
… Subdivision Tracts, (lots inside a platted subdivision of a Land Tract), i.e., Lot 1 of a subdivision of 4.28 acres of Lot 1 Blk. 1, Tex-Mex RR.
… ROW/Easement Tracts, (are much like Land Tracts and are severances within all of the above), i.e., HCIDD#1 150' ROW.
… Parent Tracts, (any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership), i.e. all of Lot 2 Blk. 1 and 4.28 acres of Lot 1 Blk. 1, Tex Mex RR

Limits for this service:

To Be Determined by Future Work Authorization

4.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:						
HCRMA	Melden&Hunt, Inc	4.1.1	Contact and Coordinate with HCRMA for… • Proposed ROW or Corridor maps, data and information. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control)			
	Melden&Hunt, Inc	4.1.2	Research Deeds, Maps, and other survey records and Abstract adequate property data and information to support the preparation of a Digital "Working Sketch", or "Deed Draft Record Sketch", to support the determination of the location and the re-construction of intended boundaries of the land Tracts to be field surveyed.			
HCRMA	Melden&Hunt, Inc	4.1.3	Obtain ROE information and work performed in the Right of Entry phase of project. (If Available)			
HCRMA	Melden&Hunt, Inc	4.1.4	HCRMA will obtain "Abstracts of Title" or "Title Reports" of Parent Tracts from a reputable Abstract Company or Landman. HCRMA will make "Abstracts of Title" or "Title Runs" and other abstracted information available to Surveyor.			
	Melden&Hunt, Inc	4.1.5	Prepare digital "Working Sketch", or "Deed Draft Record Sketch". (This will evolve into the Final "Boundary Map" as field survey data is performed)			

4.2 Field Work Tasks.

To be provided by:					
	Melden&Hunt, Inc	4.2.1	Locate, recover, and re-trace all corners and survey lines of the Land Tracts through which the proposed project route or corridor will pass.		
	Melden&Hunt, Inc	4.2.2	The surveyor will begin by locating or retracing as many corners of the original grants as required to construct the boundaries of the Land Tracts included in the project for future takings. Subsequent to locating the original grant boundaries and preparing a boundary construction, the surveyor may locate corners and lines of any junior survey interior to the original grants. In this manner, the surveyor will build up a logical scheme of boundary construction.		
		4.2.3	N/A		

4.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	Melden&Hunt, Inc	4.3.1	Perform final boundary analysis and boundary re-construction decisions of survey lines for the lands included in the project for future takings in accordance to all Texas Board of Professional Land Surveying rules, standards and policies. *("Footsteps of the Original Surveyor")*		
	Melden&Hunt, Inc	4.3.2	Prepare and deliver a completed digital Boundary Construction Map. This map will depict all survey evidence recovered in the survey. The surveyor will prepare a survey map showing the corners recovered, the courses, and distances of the boundaries and areas of lands considered in the project. • Insure that boundary map coincides with the project grid and datum control. • Insure that boundary map includes all easements, severances, or other exceptions that the "Abstracts of Title" or "Title Reports" yield.		
	Melden&Hunt, Inc	4.3.3	Overlay the most current PROPOSED/PRELIMINARY ROW Corridor onto the Boundary Construction Map and analyze for areas of uneconomic remainders, small slivers of land or un-rationalized takings. Prepare a written report and consult with HCRMA summarizing any discrepancies or problems. This will also be shown on the survey map. This will also be known as the Preliminary ROW Map.		

NOTE:

HCRMA PMC and Design Engineers will take the surveyors Boundary Survey deliverables and develop a **FINAL ROW FOOTPRINT** and then direct surveyor to start and complete the **Right of Way Mapping and Parcel Tract Plats** phase of the surveyor's scope of services.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

5.0 Utility Survey

Surveys and measurements to map all utilities, (especially buried/underground utilities), crossing, or adjacent to the project route or corridor.

Note: Storm Water Drainage, Irrigation, Flood Control Pipelines are considered utilities. Drainage, Irrigation, Flood Control ditches or canal is not considered utilities.
Refer to Attachment C.6 Special or Mitigation Surveys for special, detailed or offsite utility surveys, i.e., Potholing activities at conflict locations.

Limits for this service:

To Be Determined by Future Work Authorization

5.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:						
ENG.	Melden&Hunt, Inc	5.1.1	Contact and Coordinate with HCRMA for… • Proposed project ROW widths or Corridor maps, Construction plans of existing facilities and utilities if available, all other survey data and information for utilities. • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required, etc. • Horizontal and Vertical projection, grid system and datum upon where the survey should be based. (see primary project control)			
ENG.	Melden&Hunt, Inc	5.1.2	Identify and compile list of existing utility owners along, adjacent and crossing project. • If necessary, Recon project in the field observe utility locator markers, signs and above ground risers to Identify and compile a complete list of existing utility owners along, adjacent and crossing project.			
ENG.	Melden&Hunt, Inc	5.1.3	Contact and provide utility owners with the project "footprint" and request location markup information of their utility. Suggested Utility owners might be: • Telecommunication companies for FIBER OPTICS or transmission lines • Irrigation Districts • HCDD#1 • Municipalities •			
ENG.	Melden&Hunt, Inc	5.1.4	Contact TxDOT utility coordinator for permit records and/or as-built construction plans.			
ENG.	Melden&Hunt, Inc	5.1.5	Contact and coordinate with Texas 811 (Dig Tess) to locate and mark underground utilities.			
ENG.	Melden&Hunt, Inc	5.1.6	Contact and coordinate with Municipalities to locate and mark underground utilities.			
ENG.	Melden&Hunt, Inc	5.1.7	Contact Texas Railroad Commission for major gas/oil transmission lines digital computer files and maps.			
ENG.	Melden&Hunt, Inc	5.1.8	Attend all utility coordination meetings			

5.2 Field Work Tasks.

To be provided by:					
	Melden&Hunt, Inc	5.2.1	Complete the location of all above ground utility features that may have been missed in Attachment C.3 Topographic / Planimetric survey. Survey and measure all above ground risers for all underground or buried Utilities within surveyed corridor of project, including but not limited to: • Description, size/ diameter, material, top and flow line elevations, direction of flow, and etc. of underground utility at manholes, inlets, vaults, standpipes, vents, valves, and etc. • Description, size/ diameter, material, direction of line, line connectivity, (if data is made available), natural ground elevations, at locations marked by Dig Tess and/or utility company/owner. • Description, size/ diameter, material, elevation / height, direction of line, line connectivity, and etc. of above ground / aerial utilities. (See Attachment C.6 Special or Mitigation Surveys for special and detailed Utility Surveys at locations designated by design engineers as possible conflict with project plans, i.e., Potholing activities…)
		5.2.2	N/A
		5.2.3	N/A

5.3 Office Work / Delivery Preparation Tasks

To be provided by:					
ENG.	Melden&Hunt, Inc	5.3.1	Prepare and submit digital Utility (2D) Map. Show description, size/ diameter, material, top and flow line elevations, direction of flow, , line elevation / height, direction of line, line connectivity, Dig Tess and/or utility company/owner markings of all above ground and underground / buried utilities within surveyed corridor of project.
		5.3.2	N/A
		5.3.3	N/A

6.0 Special or Mitigation Surveys

Surveys or services to obtain special details on specific aspects of the project not typically obtained during the performance of other surveying services or to obtain distinctive details on specific aspects outside the delineated project or survey area.

6.1 Surveys for Engineering Design

6.1.1 Bridges / Overpasses

Measurements to obtain cross sectional, (Elevation), details on bridges and bridge components such as columns, abutments, bents, bearing seat, bottom of deck, top of deck, bottom of beams, and other details requested by design engineer and Prepare cross sectional, (Elevation), details and exhibits.

Limits for this Service:

To Be Determined by Future Work Authorization

6.1.1.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
HCRMA / ENG.	Melden&Hunt, Inc	6.1.1.1.1	Contact and Coordinate with HCRMA and Design Engineer for… • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc.		
		6.1.1.1.2	N/A		
		6.1.1.1.3	N/A		

6.1.1.2 Field Work Tasks.

To be provided by:					
	Melden&Hunt, Inc	6.1.1.2.1	Measurements to obtain cross sectional, (Elevation), details on bridges and bridge components such as columns, abutments, bents, bearing seat, bottom of deck, top of deck, bottom of beams, and other details requested by design engineer.		
		6.1.1.2.2	N/A		
		6.1.1.2.3	N/A		

6.1.1.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	Melden&Hunt, Inc	6.1.1.3.1	Prepare cross sectional, (Elevation), details and exhibits as directed.		
		6.1.1.3.2	N/A		
		6.1.1.3.3	N/A		

6.0 Special or Mitigation Surveys

6.1.2 Cross Culverts/Bridges

Measurements to obtain cross sectional, (Elevation), details on culvert components such as size, construction, apron, wingwalls, hydraulic openings, silting, and other details requested by design engineer and Prepare cross sectional, (Elevation), details and exhibits

Limits for this Service:

To Be Determined by Future Work Authorization

6.1.2.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
HCRMA / ENG.	Melden&Hunt, Inc	6.1.2.1.1	Contact and Coordinate with HCRMA and Design Engineer for… • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc.		
		6.1.2.1.2	N/A		
		6.1.2.1.3	N/A		

6.1.2.2 Field Work Tasks.

To be provided by:					
	Melden&Hunt, Inc	6.1.2.2.1	Measurements to obtain cross sectional, (Elevation), details on bridges and bridge components such as columns, abutments, bents, bearing seat, bottom of deck, top of deck, bottom of beams, and other details requested by design engineer		
		6.1.2.2.2	N/A		
		6.1.2.2.3	N/A		

6.1.2.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	Melden&Hunt, Inc	6.1.2.3.1	Prepare cross sectional, (Elevation), details and exhibits as directed.		
		6.1.2.3.2	N/A		
		6.1.2.3.3	N/A		

6.0 Special or Mitigation Surveys

6.1.3 Drainage Ditch / Irrigation Canal / Flood Control Structures

Measurements to obtain cross sectional, (Elevation), details on siphons, gates, weirs, and other open ditch and flood control structures at locations requested by design engineers and Prepare cross sectional, (Elevation), details and exhibits

Limits for this Service:

To Be Determined by Future Work Authorization

6.1.3.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
HCRMA / ENG.	Melden&Hunt, Inc	6.1.3.1.1	Contact and Coordinate with HCRMA and Design Engineer for… • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc.		
		6.1.3.1.2	N/A		
		6.1.3.1.3	N/A		

6.1.3.2 Field Work Tasks.

To be provided by:					
	Melden&Hunt, Inc	6.1.3.2.1	Measurements to obtain cross sectional, (Elevation), details on siphons, gates, weirs, and other open ditch and flood control structures at locations requested by design engineers.		
		6.1.3.2.2	N/A		
		6.1.3.2.3	N/A		

6.1.3.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	Melden&Hunt, Inc	6.1.3.3.1	Prepare cross sectional, (Elevation), details and exhibits as directed		
		6.1.3.3.2	N/A		
		6.1.3.3.3	N/A		

6.0 Special or Mitigation Surveys

6.1.4 Utilities

Measurements to obtain cross sectional, (Elevation), details on underground/buried conduit. at locations requested by design engineers.

Limits for this Service:

To Be Determined by Future Work Authorization

6.1.4.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
ENG.		6.1.4.1.1	Contact and Coordinate with… • Irrigation District • Drainage District • IBWC • Municipalities … as to schedule for Potholing activities and Pothole locations designated by design engineers as possible conflict with project plans.
ENG / HCRMA	Melden&Hunt, Inc	6.1.4.1.2	Contact and Coordinate with HCRMA and Design Engineer for… • Pothole locations and potholing schedules needed. • … and Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc.
		6.1.4.1.3	N/A

6.1.4.2 Field Work Tasks.

To be provided by:			
UTIL Co.	Melden&Hunt, Inc	6.1.4.2.1	Log and survey, depths and locations of "potholes".
		6.1.4.2.2	N/A
		6.1.4.2.3	N/A

6.1.4.3 Office Work / Delivery Preparation Tasks

To be provided by:			
ENG.	Melden&Hunt, Inc	6.1.4.3.1	Update digital Utility (3D) Map produce in Attachment C.5 Utility Surveys.
		6.1.4.3.2	N/A
		6.1.4.3.3	N/A

6.0 Special or Mitigation Surveys

6.1.5 Additional Topography and/or Planimetrics

Surveys for additional (DTM) and/or, Planimetrics outside the surveyed project route or corridor area/limits as requested by design engineers.

Limits for this Service:

To Be Determined by Future Work Authorization

6.1.5.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
ENG. / HCRMA	Melden&Hunt, Inc	6.1.5.1.1	Contact and Coordinate with HCRMA and Design Engineer for… • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Locations / Areas needing additional elevations, cross sections, planimetrics and etc.
		6.1.5.1.2	N/A
		6.1.5.1.3	N/A

6.1.5.2 Field Work Tasks.

To be provided by:			
	Melden&Hunt, Inc	6.1.5.2.1	Survey and Cross section IBWC Levees that were recently modified and re-constructed and may be outside of the surveyed corridor area.
	Melden&Hunt, Inc	6.1.5.2.2	Survey and Cross section intersecting Highways, Streets, Roads, and etc. 500', (or to first break line whichever comes first), upstream for drainage mitigation.
	Melden&Hunt, Inc	6.1.5.2.3	Locate, Survey and Measure IBWC flood control structures that were recently added, modified and/or re-constructed and that may be outside the surveyed corridor area.

6.1.5.3 Office Work / Delivery Preparation Tasks

To be provided by:			
	Melden&Hunt, Inc	6.1.5.3.1	RE-PROCESS all survey data using and submit updated digital DTM and Planimetrics
		6.1.5.3.2	N/A
		6.1.5.3.3	N/A

6.0 Special or Mitigation Surveys

6.2 Surveys for Wet Lands / Environmental / Archeology Study's

Surveys and measurements for the support of the studies that will be performed by these disciplines.

Limits for this Service:

To Be Determined by Future Work Authorization

6.2.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
Others	Melden&Hunt, Inc	6.2.1.1	Contact and Coordinate with HCRMA and Environmental / Archeologist for… • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Limits, locations, areas needing additional survey.		
		6.2.1.2	N/A		
		6.2.1.3	N/A		

6.2.2 Field Work Tasks.

To be provided by:					
		6.2.2.1	N/A		
		6.2.2.2	N/A		
		6.2.2.3	N/A		

6.2.3 Office Work / Delivery Preparation Tasks

To be provided by:					
		6.2.3.1	N/A		
		6.2.3.2	N/A		
		6.2.3.3	N/A		

6.0 Special or Mitigation Surveys

6.3 Surveys for Hydrological / Drainage Study's

Surveys and measurements in support of the study of the surrounding watershed and cadastral drainage patterns.

Limits for this Service:

To Be Determined by Future Work Authorization

6.3.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
Others	Melden&Hunt, Inc	6.3.1.1	Contact and Coordinate with HCRMA and Engineer for… • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Limits, locations, areas needing additional survey.		
		6.3.1.2	N/A		
		6.3.1.3	N/A		

6.3.2 Field Work Tasks.

To be provided by:					
		6.3.2.1	N/A		
		6.3.2.2	N/A		
		6.3.2.3	N/A		

6.3.3 Office Work / Delivery Preparation Tasks

To be provided by:					
		6.3.3.1	N/A		
		6.3.3.2	N/A		
		6.3.3.3	N/A		

6.0 Special or Mitigation Surveys

6.4 Surveys for Geotechnical Studies

Surveys and measurements to stake the location, or, to record and report the location of soil borings and other geotechnical soil testing excavations.

Limits for this Service:

To Be Determined by Future Work Authorization

6.4.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
HCRMA / Geo	Melden&Hunt, Inc	6.4.1.1	Contact and Coordinate with HCRMA and Geotech for… • Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc. • Intended or needed Bore Hole locations.		
		6.4.1.2	N/A		
		6.4.1.3	N/A		

6.4.2 Field Work Tasks.

To be provided by:					
	Melden&Hunt, Inc	6.4.2.1	Stake out 28 bore holes / Field locate finished boreholes		
		6.4.2.2	N/A		
		6.4.2.3	N/A		

6.4.3 Office Work / Delivery Preparation Tasks

To be provided by:					
		6.4.3.1	N/A		
		6.4.3.2	N/A		
		6.4.3.3	N/A		

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

7.0 Right of Way Mapping and Parcel Tract Platting

Preparation of maps, plats, legal descriptions and all documents for the Final ROW Acquisition and monumenting of final Right of Way and Parcels.

Definitions and Concepts for use in this context and derived from the TxDOT and HCRMA Survey Manuals.

Parent Tracts are defined by contiguous ownership, i.e.:

… any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership.
… any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership and not divided by a public way, separate ownership or platted as a subdivision.
… any tract of land comprised of contiguous lots in a platted subdivision under a single ownership.

Parcels are defined and created by ownership and unity of use and are the actual real properties, or tracts, to be acquired by the HCRMA, whether through purchase, donation, or exchange.

… If a Parent Tract of contiguous properties has a unity of use, then two or more properties may be combined into one parcel.

… If a Parent Tract of contiguous properties does not have unity of use, then each property is a separate parcel.

… If a Parent Tract has different and discrete land use areas, then each land use area must be partitioned into separate parcels with a unique number. A Parcel, therefore, does not necessarily have a one-to-one correspondence to the property lines of the parent tract.

… if a Parent Tract is divided or severed by public ways or by separate ownership and does NOT have common underlying ownership then each property must be partitioned into separate parcels with a unique number.

… if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership but does NOT have unity of use then each property must be partitioned into separate parcels with a unique number.

… if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership and DOES have unity of use then each property may be partitioned into ONE Parcel and sub-partitioned into separate PARTS.

Limits for this service:

To Be Determined by Future Work Authorization

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

7.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
HCRMA	Melden&Hunt, Inc	7.1.1	Contact and Coordinate with HCRMA for… • FINAL and APPROVED ROW FOOTPRINT prepared by HCRMA Design Engineers. (See Attachment C.4 – Detailed Scope of Services for Boundary Survey). • Any other information or data completed on the project to this point, i.e., final approved schematic, Planimetric Map of Project in MicroStation compatible format, Horizontal and Vertical projection, grid system and datum upon where the survey should be based and all other data the HCRMA has on hand.		
HCRMA	Melden&Hunt, Inc	7.1.2	Deliver “Abstracts of Title” or “Title Reports” of Parent Tracts prepared by Title Co.		
HCRMA	Melden&Hunt, Inc	7.1.3	Deliver HCRMA survey monument caps (if applicable)		
HCRMA	Melden&Hunt, Inc	7.1.4	Review of the HCRMA Survey Manuel and Right of Way requirements and discuss… • Parcel creation and numbering Requirements. The methodology of numbering ROW parcels must be correct and consistent to avoid problems in the appraisal process or with record maintenance through the ROW information system. Communicate regularly with the HCRMA for uniformity of Parcel creation methodology. • ROW MAP Requirements. • Parcel Plats and Parcel Descriptions Requirements.		

7.2 Field Work Tasks.

To be provided by:					
	Melden&Hunt, Inc	7.2.1	Monument the final project ROW lines… • Set a 5/8” diameter x 24” long rebar, capped with an “HCRMA ROW” aluminum disk along the ROW lines at all corners, angle points, and points of curvature and tangency.		
	Melden&Hunt, Inc	7.2.2	Monument Parcel corners… • Set 5/8” diameter x 18” long rebar, capped with an “HCRMA ROW” aluminum disk along ROW lines • Set 1/2'' diameter x 18” long rebar, capped with an appropriate cap bearing identification of the sub consultant Surveyor on interior corners (corners inside the taking)		
	Melden&Hunt, Inc	7.2.3	Verify that all planimetric features of existing topo and planimetrics within the staked parcel are current. • Exercise special care in observing both structure and aerial encroachments such as overhead electric and telephone lines with cross-arms.		

7.3 Office Work / Delivery Preparation Tasks

To be provided by:						
	Melden&Hunt, Inc	7.3.1	Analyze, define and create final Parcels and Parcel numbering plan. • See Parcel creation definition above.			
	Melden&Hunt, Inc	7.3.2	Update existing Planimetric map with any new or missing features or encroachments.			
	Melden&Hunt, Inc	7.3.3	Prepare and Create ROW MAP including… • Title Sheet • Parcel Index Sheet • Control Sheet o (BMs set as per Attachment C.8 – Detailed scope of Service for Construction Staking will be the control on this sheet) • Plan Sheets			
	Melden&Hunt, Inc	7.3.4	Prepare and create PARCEL PLATS and DESCRIPTIONS Prepare survey plats and metes and bounds descriptions as per HCRMA requirements for each Acquisition Parcel.			

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

8.0 Construction Control and Staking

Construction Control is indented for use by the contractor that will build the HCRMA facility. It will give the contractor a basis, or control to layout and construct the facility as per final design and construction plans. Construction Control is a series of "Benchmarks" established and setup no more than 1000 feet apart and in a "line of sight" pattern along and 1' inside one of the ROW lines. The purpose is mainly to enable the contractor to use conventional theodolite/robotic and leveling instrumentation where an occupied and backsight point is needed. Another use for secondary control can be for GPS RTK Rover and machine control checks initialization and calibration. The datum and values of secondary control will be derived from the Valley VRS Network.

Limits for this service:

To Be Determined by Future Work Authorization

8.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
HCRMA	Melden&Hunt, Inc	8.1.1	Contact and Coordinate with HCRMA… • Intended use of survey, Timing of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc.
		8.1.2	N/A
		8.1.3	N/A

8.2 Field Work Tasks.

To be provided by:			
	Melden&Hunt, Inc	8.2.1	Set and establish Benchmarks along and 1' inside one of the project's ROW line at no more than 1000' intervals. • Set benchmarks by digging 8" diameter x 18" deep post hole… insert a 5/8" by 24" long iron rod in middle of hole… install HCRMA benchmark cap on rod… fill hole around rod with "Quikrete" cement. Mark with 4 foot wooden guard lathe marked with PGL station number.
	Melden&Hunt, Inc	8.2.2	Survey each benchmark using GPS RTK "Control Observation" procedures for horizontal value.
	Melden&Hunt, Inc	8.2.3	Survey each bench mark using 3-wire leveling procedures for vertical value.
	Melden&Hunt, Inc	8.2.4	Stake PGL, or under mitigating circumstances, stake offset baseline at all Deflection PI's, PC's, PT's and 1000' (EVEN STATION) POT's. • Stake PGL point using 1/2" x 18" long iron rod, (do not cap) and 4 foot wooden guard lathe marked with station number. • Stake PGL using GPS RTK "Stakeout" procedures for horizontal value. Do not assign vertical value to PGL points. These points are for horizontal use only.

8.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	Melden&Hunt, Inc	8.3.1	Prepare and create the Control Sheets to be included in the final ROW MAP. • Control Sheets will contain a detail for each Benchmark established along the ROW line. Each detail will show a location sketch and all data related to the Benchmark. Station, Offset and Elevation values will be highlighted and pronounced as this will be the values most important to construction.	
		8.3.2	N/A		
		8.3.3	N/A		

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

9.0 Right of Entry Acquisition

As with any survey, permission to enter property must be obtained and arrangements must be made with property owners, tenants, or agents responsible for the property. Letters of Entry must be obtained before the surveyor is allowed to perform any surveying activities on the project.

Limits for this service:

To Be Determined by Future Work Authorization

9.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:						
	Melden&Hunt, Inc	9.1.1	Identify properties along, adjacent and crossing project that may require entry and obtain ownership and address information.			
	Melden&Hunt, Inc	9.1.2	Coordinate with HCRMA Program Management as to a) form and content of letter… b) extent of permissions to request… c) general procedures to be followed and HCRMA requirements.			
	Melden&Hunt, Inc	9.1.3	N/A			

9.2 Field Work Tasks.

To be provided by:						
	Melden&Hunt, Inc	9.2.1	If contact with property owner through mail-out attempts fail, attempt personal visit to property owner.			
	Melden&Hunt, Inc	9.2.2	N/A			
	Melden&Hunt, Inc	9.2.3	N/A			

9.3 Office Work / Delivery Preparation Tasks

To be provided by:						
HCRMA	Melden&Hunt, Inc	9.3.1	Prepare and address ROE letters and mail out via registered mail.			
HCRMA	Melden&Hunt, Inc	9.3.2	Receive ROE letters from property owners and track responses on prescribed spreadsheet. (Permitted, not permitted, non respondents and etc.)			
	Melden&Hunt, Inc	9.3.3	Prepare and submit Tax Parcel Map showing a graphical ownership ROE status report.			

ATTACHMENT D

WORK AUTHORIZATION

ATTACHMENT D-1

WORK AUTHORIZATION NO. ____
AGREEMENT FOR SURVEYING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Surveying Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Melden & Hunt, Inc. (the Surveyor).

PART I. The Surveyor will perform surveying services generally described as in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the Authority and the Surveyor as well as the work schedule are further detailed in Exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is $_____ and the method of payment is _____as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Surveyor's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

PART III. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with Articles III thru V of the Agreement, and Attachment A, Section 1.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on _____, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under "Article V of that certain Professional Services Agreement for Surveying Services for INTERNATIONAL BRIDGE TRADE CORRIDOR (IBTC) Segment 0010 project from the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Fred L. Kurth	_____
(Printed Name)	(Printed Name)
President	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

Exhibit A	Services to be provided by the Authority
Exhibit B	Services to be provided by the Surveyor
Exhibit B-1	Parcels to be Surveyed
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget
Exhibit H-2	Subprovider Monitoring System Commitment Agreement

ATTACHMENT D-2

SUPPLEMENTAL WORK AUTHORIZATION NO. ____
TO WORK AUTHORIZATION NO. ____
AGREEMENT FOR SURVEYING SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Surveying Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Melden & Hunt, Inc. (the Surveyor).

The following terms and conditions of Work Authorization No. ____ are hereby amended as follows:

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. ____ not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Fred L. Kurth	_____
(Printed Name)	(Printed Name)
President	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

ATTACHMENT E

FEE SCHEDULE

ATTACHMENT E-1
Final Cost Proposal Form

This attachment provides the basis of payment and fee schedule**. The basis of payment for this Work Authorization is indicated by an "X" in the applicable box.** The basis shall be supported by the Final Cost Proposal (FCP) shown below and should identify maximum amount payable and basis of payment. If more than one basis of payment is used, each one must be supported by a separate FCP. The basis of payment will be determined by Work Authorization and may be by any of the methods listed below.

"X"	**Basis**	
X	Lump Sum	The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and fixed fee. The Surveyor shall be paid pro rata based on the percentage of work completed. For payment the Surveyor is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost.
____	Unit Cost	The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and fixed fee. The Surveyor shall be paid based on the type and number of units fully completed and the respective unit cost. For payment, the Surveyor is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown.
____	Specified Rate Basis	The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. Payment shall be based on the actual hours worked multiplied by the specified rate for each type of labor plus other agreed to special direct cost items. The specified rate includes direct labor and indirect cost and fixed fee. The Authority may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit.
____	Cost Plus Fixed Fee	Payment shall be based on direct and indirect costs incurred plus a pro rata share of the fixed fee based on the ratio of labor and overhead cost incurred to total estimated labor and overhead cost in the FCP or the percentage of work completed. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Surveyor may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, provisional overhead rate and the fixed fee. __A. Actual Cost Plus Fixed Fee - Actual wages are paid (no minimum, no maximum. __B. Range of Cost Plus Fixed Fee – Actual wages must be within the allowable range shown on the Final Cost Proposal.

A. **REFER TO ATTACHMENT E-2 FOR HOURLY SPECIFIED / LUMP SUM RATE SCHEDULE FOR EACH FIRM**

ATTACHMENT E - 2
RATE SHEETS

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

PRIME OR SUBPROVIDER NAME: **Melden & Hunt, Inc.**

Direct Labor	Negotiated	Contract Rate			
Labor/Staff Classification	**Hourly Base Rate**	**FY 14/15**			
Principal / Sr. Manager / Senior Survey Manager		$200.00			
Project Surveyor (RPLS)		$150.00			
Senior Survey Tech / SIT		$105.00			
Survey Technician		$75.00			
CADD Operator		$65.00			
Clerical / Admin.		$50.00			
Abstractor		$65.00			
1-Person Survey Crew		$80.00			
2-Person Survey Crew		$130.00			
3-Person Survey Crew		$168.00			
4-Person Survey Crew		$198.00			

Negotiated Overhead Rate: N/A
Negotiated Profit Rate: N/A

Contract Rates include labor, overhead, and profit.
All rates are negotiated rates and are not subject to change or adjustment.
For Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours required. Rates billed should correspond to the fiscal or calendar year, if applicable, in which the hours were worked. If rates by year are included, the rates for the last year shown apply to all later years. If only one set of rates is included, with no year designation, the rates shown apply to all later years.
For Lump Sum Payment Basis - Physical percent complete to be billed. Documentation of hours not required.
Any staffing or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work

NOTES:
1.) In all future Work Authorizations after Work Authorization No.1; the Administrative Assistant cost will be absorbed in the overall multiplier; unless specific task are approved by the Authority allowing the Administrative Assistant's time to be allotted for task outside the overall multiplier.
2.) Engineer and Board will review rates after the year 2013 to determine if any rates need to be escalated for inflation which if required will not exceed 2% per annum. If agreed that rates need to be modified; then all rate changes will be modified by Work Authorization and will require Board approval.
3.) The Engineer's policy is to prepare its overhead schedules which supports the statement of Direct Labor; Fringe Benefits and General Overhead, on the basis of accounting prescribed by the Federal Acquisition Regulations (FAR); Title 48, Parts 31.105 and 31.2. The General Overhead Item consists of indirect labor which is labor not directly charged to a specific task on an individual project; federal income tax; insurance; allowable bad debt expense; depreciation and amortization; building services;

OTHER DIRECT EXPENSES		
Type	**Unit**	**Cost**
Mileage	mile	$ 0.56
Photocopies	sheet	$ 0.10
Blueline/Blackline Prints	sheet	$ 2.00
Deed/Copies	sheet	$ 1.00
Certified Deed Copies	sheet	$ 2.00
Mylar (11x17)	sheet	$ 3.00
Mylar (22x34)	sheet	$ 6.00

ATTACHMENT E - 2
RATE SHEETS

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

PRIME OR SUBPROVIDER NAME: **Survtex, LLC**

Direct Labor	Negotiated	Contract Rate			
Labor/Staff Classification	**Hourly Base Rate**	**FY 14/15**			
Principal / Sr. Manager / Senior Survey Manager		$200.00			
Project Surveyor (RPLS)		$150.00			
Senior Survey Tech / SIT		$105.00			
Survey Technician		$75.00			
CADD Operator		$65.00			
Clerical / Admin.		$50.00			
Abstractor		$65.00			
1-Person Survey Crew		$80.00			
2-Person Survey Crew		$130.00			
3-Person Survey Crew		$168.00			
4-Person Survey Crew		$198.00			

Negotiated Overhead Rate: N/A
Negotiated Profit Rate: N/A

Contract Rates include labor, overhead, and profit.
All rates are negotiated rates and are not subject to change or adjustment.
For Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours required. Rates billed should correspond to the fiscal or calendar year, if applicable, in which the hours were worked. If rates by year are included, the rates for the last year shown apply to all later years. If only one set of rates is included, with no year designation, the rates shown apply to all later years.
For Lump Sum Payment Basis - Physical percent complete to be billed. Documentation of hours not required.
Any staffing or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work

NOTES:
1.) In all future Work Authorizations after Work Authorization No.1; the Administrative Assistant cost will be absorbed in the overall multiplier; unless specific task are approved by the Authority allowing the Administrative Assistant's time to be allotted for task outside the overall multiplier.
2.) Engineer and Board will review rates after the year 2013 to determine if any rates need to be escalated for inflation which if required will not exceed 2% per annum. If agreed that rates need to be modified; then all rate changes will be modified by Work Authorization and will require Board approval.
3.) The Engineer's policy is to prepare its overhead schedules which supports the statement of Direct Labor; Fringe Benefits and General Overhead, on the basis of accounting prescribed by the Federal Acquisition Regulations (FAR); Title 48, Parts 31.105 and 31.2. The General Overhead Item consists of indirect labor which is labor not directly charged to a specific task on an individual project; federal income tax; insurance; allowable bad debt expense; depreciation and amortization; building services;

OTHER DIRECT EXPENSES		
Type	**Unit**	**Cost**
Mileage	mile	$ 0.56
Photocopies	sheet	$ 0.10
Blueline/Blackline Prints	sheet	$ 2.00
Deed/Copies	sheet	$ 1.00
Certified Deed Copies	sheet	$ 2.00
Mylar (11x17)	sheet	$ 3.00
Mylar (22x34)	sheet	$ 6.00

ATTACHMENT E - 2
RATE SHEETS

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

PRIME OR SUBPROVIDER NAME: **McGray & McGray Land Surveyors, Inc.**

Direct Labor	Negotiated	Contract Rate			
Labor/Staff Classification	Hourly Base Rate	FY 14/15			
Principal / Sr. Manager / Senior Survey Manager		$200.00			
Project Surveyor (RPLS)		$150.00			
Senior Survey Tech / SIT		$105.00			
Survey Technician		$75.00			
CADD Operator		$65.00			
Clerical / Admin.		$50.00			
Abstractor		$65.00			
1-Person Survey Crew		$80.00			
2-Person Survey Crew		$130.00			
3-Person Survey Crew		$168.00			
4-Person Survey Crew		$198.00			

Negotiated Overhead Rate: N/A
Negotiated Profit Rate: N/A

Contract Rates include labor, overhead, and profit.
All rates are negotiated rates and are not subject to change or adjustment.
For Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours required. Rates billed should correspond to the fiscal or calendar year, if applicable, in which the hours were worked. If rates by year are included, the rates for the last year shown apply to all later years. If only one set of rates is included, with no year designation, the rates shown apply to all later years.
For Lump Sum Payment Basis - Physical percent complete to be billed. Documentation of hours not required.
Any staffing or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work

NOTES:
1.) In all future Work Authorizations after Work Authorization No.1; the Administrative Assistant cost will be absorbed in the overall multiplier; unless specific task are approved by the Authority allowing the Administrative Assistant's time to be allotted for task outside the overall multiplier.
2.) Engineer and Board will review rates after the year 2013 to determine if any rates need to be escalated for inflation which if required will not exceed 2% per annum. If agreed that rates need to be modified; then all rate changes will be modified by Work Authorization and will require Board approval.
3.) The Engineer's policy is to prepare its overhead schedules which supports the statement of Direct Labor; Fringe Benefits and General Overhead, on the basis of accounting prescribed by the Federal Acquisition Regulations (FAR); Title 48, Parts 31.105 and 31.2. The General Overhead Item consists of indirect labor which is labor not directly charged to a specific task on an individual project; federal income tax; insurance; allowable bad debt expense; depreciation and amortization; building services;

OTHER DIRECT EXPENSES		
Type	**Unit**	**Cost**
Mileage	mile	$ 0.56
Photocopies	sheet	$ 0.10
Blueline/Blackline Prints	sheet	$ 2.00
Deed/Copies	sheet	$ 1.00
Certified Deed Copies	sheet	$ 2.00
Mylar (11x17)	sheet	$ 3.00
Mylar (22x34)	sheet	$ 6.00

Melden & Hunt, Inc.
Survey Services for the HCRMA

Attachment E-3
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)

Schedule Duration: June 18, 2014 to August 1, 2014

IBTC Surveying Services

LIMITS: From the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493 (As-Assigned by the HCRMA)

SURVEY SERVICES DESCRIPTION	Principal / Sr. Manager / Senior survey Manager	Project Surveyor (RPLS)	Senior Survey Tech / SIT	Survey Technician	CADD Operator	Clerical / Admin.	Abstractor	1-Person Survey Crew	2-Person Survey Crew	3-Person Survey Crew	4-Person Survey Crew	Total Labor Hrs.	Remarks	Task Cost
Coordination, Admin, Research and Abstracting		12	10			12	10					44		$ 4,100.00
Field Work	8	2							80			90		$ 12,300.00
Office Work / Delivery Preparation		10	22	80								112		$ 9,810.00
Subtotal	**8**	**24**	**32**	**80**	**0**	**12**	**10**	**0**	**80**	**0**	**0**	**246**		**$ 26,210.00**
Total Manhours by Classification	**8**	**24**	**32**	**80**	**0**	**12**	**10**	**0**	**80**			**246**		
Contract Hourly Rate by Classification	$ 200.00	$ 150.00	$ 105.00	$ 75.00	$ 65.00	$ 50.00	$ 65.00	$ 80.00	$ 130.00	$ 168.00	$ 198.00			
Total Fee by Classification	$ 1,600.00	$ 3,600.00	$ 3,360.00	$ 6,000.00	$ -	$ 600.00	$ 650.00	$ -	$ 10,400.00			$ 26,210.00		
% Utilization by Over 6 months	**0.77%**	**2.31%**	**3.08%**	**7.71%**	**0.00%**	**1.16%**	**0.96%**	**0.00%**	**7.71%**				**CHECK (MHRs): 246**	
% of Total Labor Hours	**3.25%**	**9.76%**	**13.01%**	**32.52%**	**0.00%**	**4.88%**	**4.07%**	**0.00%**	**32.52%**			**100.00%**	**CHECK (LABOR): $ 26,210.00**	
% of Total Labor Cost	**6.10%**	**13.74%**	**12.82%**	**22.89%**	**0.00%**	**2.29%**	**2.48%**	**0.00%**	**39.68%**			**100.00%**		
TOTAL DIRECT LABOR COST														**$ 26,210.00**

DIRECT EXPENSES	Rate	Unit	Amount	Total	Remarks
Mileage	$ 0.56	Mile	0	$ -	$ -
Photocopies	$ 0.10	Sheet	0	$ -	$ -
Blueline/Blackline Prints	$ 2.00	Sheet	0	$ -	$ -
Deed/Copies	$ 1.00	Sheet	0	$ -	$ -
Certified Deed Copies	$ 2.00	Sheet	0	$ -	$ -
Mylar (11x17)	$ 3.00	Sheet	0	$ -	$ -
Mylar (22x34)	$ 6.00	Sheet	0	$ -	$ -
TOTAL DIRECT EXPENSES				$ -	**$ -**

SPECIAL SERVICES FEE (SUBCONSULTANTS) — **DBE Participation 0.00%**

Name	Task(s) Summary	
TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS)		**$ -**

GRAND TOTAL	**$ 26,210.00**

ATTACHMENT F

WORK SCHEDULE

MELDEN & HUNT, INC.
CONSULTANTS • ENGINEERS • SURVEYORS

IBTC SURVEY SERVICES

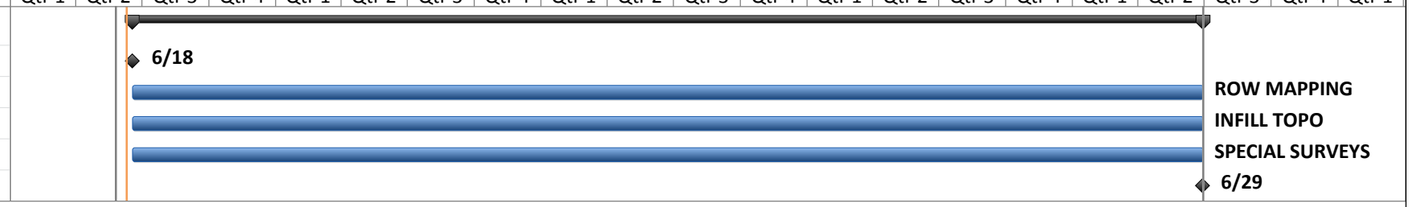
FROM THE INTERCHANGE WITH SH365 TO I-2

AND FROM THE VALLEY VIEW INTERCHANGE TO FM 493

ATTACHMENT F WORK SCHEDULE

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

ID	Task Name	Duration	Start	Finish
1	**IBTC SURVEY CONTRACT**	**1053 days**	**Wed 6/18/14**	**Fri 6/29/18**
2	CONTRACT EXECUTED	0 days	Wed 6/18/14	Wed 6/18/14
3	ROW MAPPING	1053 days	Wed 6/18/14	Fri 6/29/18
4	INFILL TOPO	1053 days	Wed 6/18/14	Fri 6/29/18
5	SPECIAL SURVEYS	1053 days	Wed 6/18/14	Fri 6/29/18
6	CONTRACT COMPLETE	0 days	Fri 6/29/18	Fri 6/29/18



Project: IBTC Survey Schedule
Date: Tue 6/10/14

Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline			
Split	External Tasks	Inactive Summary	Manual Summary	Progress			
Milestone	External Milestone	Manual Task	Start-only				
Summary	Inactive Task	Duration-only	Finish-only				

ATTACHMENT G

Contract Deliverables/Computer Graphics Files for Document and Information Exchange
(if determined by the Authority to be applicable to this Agreement)

ATTACHMENT G

Contract Deliverables/Computer Graphics Files for Document and Information Exchange
(if determined by the Authority to be applicable to this Agreement)

G.1 Project Deliverables

A. Electronic File Deliverables

a. All consultants will need to store their working files and utilize the provided ProjectWise file system to conduct their daily work, invoicing, and official submittals unless otherwise directed to deviate from this requirement.
b. Electronic files shall be submitted to Authority in readable CDs/DVDs or an external hard drive, or alternatively, through a share site
    i. Formatting and document files shall comply with TxDOT manuals, unless the Surveyor and the Authority agree in writing to utilize a different format or document file type
    ii. CDs/DVDs shall be labeled to reflect:
        1. CSJ (if required)
        2. County
        3. Highway or Project
        4. Date of production
        5. Status of project (interim or final)
        6. Volume sequence (disc 1 of 3, for example)
    iii. The standard director for each CD/DVD shall be:
        1. CSJ_DIR Structure (XXXXXXX)
        2. ADVANCES PLANNING
        3. ENVIRONMENTAL
        4. PROJECT COORDINATION
            a. County
            b. Cities (by name)
            c. Financial
            d. MPO
        5. ROW
            a. Field notes
            b. Maps
            c. Plats
            d. Utility SUE
        6. SCHEMATIC
            a. Final
            b. Preliminary
        7. SURVEY
            a. Construction
            b. Design
        8. CONSTRUCTION
            a. CHG ORDERS
            b. P3-SCH
                i. Construction
                ii. Design
        9. PROCUREMENT

ATTACHMENT G

Contract Deliverables/Computer Graphics Files for Document and Information Exchange
(if determined by the Authority to be applicable to this Agreement)

10. CORRESPONDENCE
    a. ADVANCED PLANNING
    b. CONSTRUCTION
    c. DESIGN
    d. ENVIRONMENTAL
    e. ROW
        i. Division
        ii. Owners
        iii. SUE
11. UTILITIES
    a. Electric
    b. Gas
    c. Waste Water
        i. Surveying Firm
    d. Water
        i. Surveying Firm
    e. Telephone
    f. Cable
    g. TxDOT TMS
    h. MPO
    i. Sponsor Agency
12. DESIGN
    a. Batch plot
    b. Bridge
    c. Drainage
    d. Estimate
        i. Preliminary
        ii. Final
    e. General
    f. Geopak
    g. Miscellaneous
    h. Pavement Design
    i. PS&E
    j. REF Files
    k. Roadway
        i. Driveways
    l. Standards
        i. Bridge
        ii. Drainage
        iii. Illumination
        iv. Electric
        v. Pavement Markers
        vi. Retaining Walls
        vii. Roadway
        viii. Signing

ix. SW3P
x. TCP
xi. TMS
xii. Traffic Signals

m. Summary
n. TCP
o. Traffic
p. Walls

13. DOCUMENTS
14. MSTN_File Structure
15. OLD FILES

c. Hard copies of maps and reports shall be submitted to the RMA in clean, readable versions with an electronic back up for Authority files

B. A "readme" file shall be created and placed under the "documents" subdirectory. The readme file will be composed of the minimum directory structure detailed above and modified to list particular files that are contained under the various subdirectories. This information will guide the end user to the location of particular files. In addition to the file information, the readme file should contain the general project information such as CSJ, limits of construction, and types of improvements.

C. Formatting
   a. All CADDSEALS placed on finished documents are to remain on that document and should not be removed.
   b. All design file standards are MicroStation drawing files (*.dgn).
   c. Where possible, *.dgn files should have a *pdf companion file.

G.2. PHASE II – Advanced Project Deliverables

Project electronic deliverables for the following types of surveying work will be established in the appropriate work authorization.

A. Geotechnical Deliverables
B. Schematic Deliverables
C. Field Surveying Deliverables
D. Right of Way Deliverables
E. PS&E Deliverables

ATTACHMENT H

DBE PARTICIPATION

ATTACHMENT H-MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN TXDOT AND HCRMA

ATTACHMENT H-MOU

MEMORANDUM OF UNDERSTANDING REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS ENTERPRISE PROGRAM BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

This Memorandum of Understanding is by and between the **TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT"),** an agency of the State of Texas; and the Hidalgo County Regional Mobility Authority, a mobility authority created under the provisions of Chapter 370, Texas Transportation Code (the "RMA").

Whereas, from time to time from the Authority receives federal funds from the Federal Highway Administration ("FHWA") through TxDOT to assist the Authority with the construction and design of projects partially or wholly funded through FHWA; and

Whereas, the Authority, as a sub-recipient of federal funds, is required by 49 CFR 26, to implement a program for disadvantaged business enterprises ("DBEs"), as defined by 49 CFR 26 ("DBE Program"); and

Whereas, TxDOT has implemented a DBE Program that is approved by the Federal Highway Administration (FHWA) pursuant to 49 CFR part 26; and

Whereas, as a condition of receiving federal funds from FHWA through TxDOT, certain aspects of the Authority's procurement of construction and design services are subject to review and/or concurrence by TxDOT; and

Whereas, the Authority and TxDOT undertake substantially similar roadway construction projects and design projects and construct and design their respective projects using substantially the same pool of contractors; and

Whereas, the Authority desires to implement a federally compliant DBE Program by adopting the TxDOT approved program, as recommended by FHWA; and

Whereas, TxDOT and the Authority find it appropriate to enter into this Memorandum of Understanding to memorialize the obligations, expectations and rights each has as related to the Authority's adoption of the TxDOT DBE Program to meet the federal requirements;

Now, therefore, TxDOT and the Authority, in consideration of the mutual promises, covenants and conditions made herein, agree to and acknowledge the following:

(1) TxDOT has developed a DBE Program and annually establishes a DBE goal for Texas that are federally approved and compliant with 49 CFR 26 and other applicable laws and regulations.

(2) The Authority anticipates being a sub-recipient of federal assistance for construction projects and design projects and, in accordance with 49 CFR § 26.21, must implement a federally approved DBE Program. The Authority receives its federal assistance through TxDOT. As a sub-recipient, the Authority has the option of developing its own program or adopting and operating under TxDOT's federally approved DBE Program. The FHWA recommends that sub-recipients, such as the Authority, adopt the DBE program, administered through TxDOT, and the Authority by its prescribed protocol adopted the TxDOT DBE Program on August 8, 2007.

(3) This Memorandum of Understanding evidences FHWA's and TxDOT's consent to the adoption of the TxDOT DBE Program by the Authority to achieve its DBE participation in federally assisted Construction

and Design Projects.

(4) The parties will work together in good faith to assure effective and efficient implementation of the DBE Program for the Authority and for TxDOT.

(5) the Authority and TxDOT have agreed upon the following delegation of responsibilities and obligations in the administration of the DBE Program adopted by the Authority:

(a) The Authority will be responsible for project monitoring and data reporting to TxDOT. The Authority will furnish to TxDOT any required DBE contractor compliance reports, documents or other information as may be required from time to time to comply with federal regulations. TxDOT will provide the necessary and appropriate reporting forms, if any, to the Authority.

(b) The Authority will recommend contract-specific DBE goals, if any, consistent with TxDOT's DBE guidelines and in consideration of the local market, project size, and nature of the good(s) or service(s) to be acquired. The Authority's recommendation may be that no DBE goals are set on any particular project or portion of a project or that proposed DBE goals be modified. The Authority and TxDOT will work together to achieve a mutually acceptable goal; however, TxDOT will retain final decision-making authority on those issues.

(c) TxDOT will cooperate with the Authority in an effort to meet the timing and other requirements of the Authority's projects.

(d) The Authority will be solely responsible for the solicitation and structuring of bids and bid documents to procure goods and services for its Construction and Design Projects and will be responsible for all costs and expenses incurred in its procurements.

(e) The DBEs eligible to participate on TxDOT construction projects or design projects also will be eligible to participate on the Authority's construction projects or design projects subject to the DBE Program, unless otherwise prohibited from bidding on a the Authority's project under applicable law or the Authority's procurement policy. The DBEs will be listed on TxDOT's website under the Texas Unified Certification Program (TUCP).

(f) The Authority will conduct investigations and provide reports with recommendations to TxDOT concerning any DBE Program compliance issues that may arise due to project specific requirements such as Good Faith Effort (GFE), Commercially Useful Function (CUF), etc. The Authority and TxDOT will work together to achieve a mutually acceptable goal; however, TxDOT will retain final decision-making authority on those issues and reserves the right to perform compliance reviews by TxDOT's Office of Civil Rights (OCR).

(g) The Authority will designate a liaison officer to coordinate efforts with TxDOT's DBE Program administrators and to respond to questions from the public and private sector regarding the Authority's administration of the DBE Program through TxDOT.

(h) The Authority will be responsible for providing TxDOT with DBE project awards and DBE Commitments, monthly DBE reports, DBE Final Reports, DBE shortfall reports, and annual and updated goal analysis and reports.

(i) TxDOT will be responsible for maintaining a directory of firms eligible to participate in the DBE Program, and providing business development and outreach programs. The Authority and TxDOT will work cooperatively to provide supportive services and outreach to DBE firms in the Hidalgo County area.

(j) The Authority will submit DBE semi-annual progress reports to TxDOT.

(k) The Authority will participate in TxDOT sponsored training classes to include topics on DBE Annual Goals, DBE Goal Setting for Construction Projects and Design Projects, DBE Contract Provisions, and DBE Contract Compliance, which may include issues such as DBE Commitments, DBE Substitution, and Final DBE Clearance. TxDOT will include DBE contractors performing work on the Authority projects in the DBE Education and Outreach Programs.

(6) In the event there is a disagreement between TxDOT and the Authority about the implementation of the TxDOT DBE Program by the Authority, the parties agree to meet within ten (10) days of receiving a written request from the other party of a desire to meet to resolve any disagreement. The parties will make good faith efforts to resolve any disagreement as efficiently as is reasonably possible in consultation with FHWA. Non-compliance by the Authority can result in restitution of federal funds to TxDOT and withholding of further federal funds upon consultation with FHWA.

(7) This Memorandum of Understanding becomes effective upon execution by all parties and automatically renews each year unless a party notifies the other parties of its intent to terminate the agreement.

(8) If this Memorandum of Understanding is terminated for any reason, the Authority will be allowed reasonable time in which to seek approval from FHWA for an alternative DBE Program, without being deemed non-compliant with 49 CFR Part 26.

(9) This Memorandum of Understanding applies only to projects for which the Authority is a sub-recipient of federal funds through TxDOT. The Authority may also implement a Minority and Women-Owned Small Business Enterprise (M/W/SBE) policy and program that applies to projects for which it is not a sub-recipient of federal funds through TxDOT and which are not subject to the TxDOT DBE Program. The Authority may, at its option, use some aspects of the TxDOT DBE Program and other similar programs in implementing its other policies and programs for its non-federally funded projects.

(10) The following attachments to this Memorandum of Understanding ("MOU") are incorporated as if fully set out herein for all purposes: Attachment A - FHWA Memorandum HCR-1/HIF-1 (relating to access required by the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973); Attachment B - SPECIAL PROVISION 000-461; Attachment C - Comprehensive Development Agreement (CDA) DBE Provisions (with TxDOT's DBE Program attached); and Attachment D - 49 CFR §26.13 (contractual assurances). In the case of any conflict between the SPECIAL PROVISION and CDA DBE Provisions and TxDOT's DBE Program, the provisions of the first two documents shall prevail in regard to CDAs only.

(11) The following procedure shall be observed by the parties in regard to any notifications:

(a) Any notice required or permitted to be given under this Memorandum of Understanding shall be in writing and may be effected by personal delivery, by hand delivery through a courier or a delivery service, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party, at the following address:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY:

Dennis Burleson
Chairman
c/o LRGVDC
311 N. 15th Street

McAllen, Texas 78501-4705

With a copy to:

Blakely L. Fernandez
Tuggey Rosenthal Pauerstein Sandoloski Agather LLP
755 E. Mulberry, Ste. 200
San Antonio, Texas 78212

TEXAS DEPARTMENT OF TRANSPORTATION

Amadeo Saenz, Jr. P.E.
Executive Director
125 E. 11th Street
Austin, Texas 78701

(b) Notice by personal delivery or hand delivery shall be deemed effective immediately upon delivery, provided notice is given as required by Paragraph (a) hereof. Notice by registered or certified mail shall be deemed effective three (3) days after deposit in a U.S. mailbox or U.S. Post Office, provided notice is given as required by Paragraph (a) hereof.

(c) Either party hereto may change its address by giving notice as provided herein.

(12) This Memorandum of Understanding may be modified or amended only by written instrument, signed by both the Authority and the TxDOT and dated subsequent to the date(s) of this MOU. Except as authorized by the respective parties, no official, employee, agent, or representative of the parties has any authority, either express or implied, to modify or amend this MOU.

(13) The provisions of this MOU are severable. If any clause, sentence, provision, paragraph, or article of this MOU, or the application of this MOU to any person or circumstance is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not impair, invalidate, nullify, or otherwise affect the remainder of this MOU, but the effect thereof shall be limited to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or unenforceable, and the application of such clause, sentence, provision, paragraph, or article to other persons or circumstances shall not be affected; provided, however, the Authority and TxDOT may mutually agree to terminate this Memorandum of Understanding.

(14) The following provisions apply in regard to construction of this MOU:

(a) Words of any gender in this MOU shall be construed to include the other, and words in either number shall be construed to include the other, unless the context in this MOU clearly requires otherwise.

(b) When any period of time is stated in this MOU, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday, or national holiday, or state or county holiday, these days shall be omitted from the computation. All hours stated in this MOU are stated in Central Standard Time or in Central Daylight Savings Time, as applicable.

(15) This Memorandum of Understanding shall not be construed in any way as a waiver by the parties of any immunities from suit or liability that parties may have by operation of law, and the parties hereby retain all of their respective affirmative defenses.

ATTACHMENT H-MOU (CONTINUED)

**MEMORANDUM OF UNDERSTANDING
REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS ENTERPRISE PROGRAM BY
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

EXECUTED by TxDOT and the Authority, acting through each duly authorized official and effective on the latest date signed.

The signatories below confirm that they have the authority to execute this MOU and bind their principles.

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____
Amadeo Saenz, Jr. P.E.
Executive Director

Date: 3/13/08

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Dennis Burleson
Chairman

Date: 2/13/2008

Attachment H-Instructions
As Per 49CFR 26.21

The following pages contain six (6) different Attachments to Attachment H covering participation of HUB and DBE providers and subproviders. The correct form to use is determined by whether the Agreement is funded in whole or part by federal funds State funds or Authority funds, and whether or not a HUB/DBE goal has been set for the Agreement. The following pages contain separate reporting forms for federally funded DBE participation and Authority funded HUB participation. **Select the forms that are appropriate for your Agreement and delete the rest along with these instructions from the final Agreement.**

Federally Funded Contracts
Attachment H-FG, Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts ♦ This provision is applicable to federally funded contracts with assigned DBE goals. ♦ The appropriate forms for this provision are Attachments H-1, H-2, H-3 and H-4 and H-5. A copy of each form is required in the contract. ♦ Note: if the contract requires work authorizations, a completed Attachment H-2 will be required with each Work Authorization, if a DBE will be performing work. If a non-DBE subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form. ♦ Attachment H-3 must be submitted monthly to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ Attachment H-3 must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-FN, Disadvantaged Business Enterprise (DBE) for Race Neutral Professional or Technical Services Contracts ♦ This provision is applicable to federally funded contracts with no DBE goal assigned. ♦ If no subcontractors will be used, the appropriate forms for this provision are Attachments H-3 and H-5. A copy of each form is required in the contract. ♦ Note: If subcontractors are used, the required forms would be Attachments H-1, H-2, H-3, H-4 and H-5. A copy of each form is required in the contract. ♦ Attachment H-3 must be submitted monthly to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ Attachment H-3 must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-3, Texas Department of Transportation Subprovider Monitoring System for Federally Funded Contracts. This is a Monthly Progress Assessment Report. ♦ Required for all federally funded contracts. ♦ This form is required monthly and must be submitted to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report. ♦ This form must be submitted with each invoice to the appropriate agency contact for payment.
Attachment H-5, Federal Subprovider and Supplier Information Required for all federally funded contracts.

State Funded Contracts

Attachment H-SG, Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts, State of Texas HUB Subcontracting Plan Required

- This provision is applicable to state funded contracts with a HUB goal assigned.
- The appropriate reporting forms for this provision are Attachments H-1, H-2, H-4, and H-6 (Texas Building and Procurement Commission [TBPC] State of Texas HUB Subcontracting Plan (HSP), Prime Contractor Assessment Report). A copy of each form is required in the contract.
- Note: if the contract requires work authorizations, a completed Attachment H-2 will be required with each Work Authorization, if a HUB will be performing work. If a non-HUB subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form.
- Attachment H-6 will be required monthly and must be submitted to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report.
- Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

Attachment H-SN, Historically Underutilized Business (HUB) Participation for State Funded Professional or Technical Services Contracts, No State of Texas HUB Subcontracting Plan Required

- This provision is applicable to state funded contracts with no HUB subcontracting plan required and no HUB goal assigned. If no subcontractors are used, the appropriate forms for this provision are Attachments H-1 and H-6.
- Note: If subcontractors are used, the required forms would be Attachments H-1, H-2, H-4 and H-6. A copy of each form is required in the contract.
- Attachment H-6 must be submitted monthly to the AUTHORITY Office even though there is no invoice being submitted or subcontracting to report.
- Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

Attachment H-6, HUB Subcontracting Plan (HSP) Prime Contractor Professional Assessment Report. This is a Monthly Progress Assessment Report. This is a Texas Building and Procurement Commission (TBPC) form and cannot be altered.

- Required for all State funded contracts.
- Attachment H-6 is required monthly and should be submitted to the AUTHORITY Office. This is a requirement even though there is no invoice being submitted or subcontracting to report.
- A copy of Attachment H-6 must be submitted when supplying an invoice to the appropriate agency contact for payment.
- The "Object Code" section(s) on this form should remain blank.

ATTACHMENT H-FG
Disadvantaged Business Enterprise (DBE)
for Federal-Aid Professional or Technical Services Contracts

1) **PURPOSE.** The purpose of this attachment is to carry out the Authority and the U.S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of the AUTHORITY and DOT assisted contracts and creating a level playing field on which firms owned and controlled by minority or socially and economically disadvantaged individuals can compete fairly for the AUTHORITY and DOT assisted contracts.
2) **POLICY.** It is the policy of the AUTHORITY and DOT and the Texas Department of Transportation (henceforth the "Department") that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, Subpart A and the Department's Disadvantaged Business Enterprise Program, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, and the Department's Disadvantaged Business Enterprise Program, apply to this contract as follows.
   a. The Provider will offer Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, Subpart A and the Authority/Department Disadvantaged Business Enterprise Program, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Provider shall make a good faith effort to meet the Disadvantaged Business Enterprise goal for this contract.
   b. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. The requirements of this Special Provision shall be physically included in any subcontract.
   c. When submitting the contract for execution by the Authority, the Provider must complete and furnish Attachment H-1 which lists the commitments made to certified DBE subprovider(s) that are to meet the contract goal and Attachment H-2 which is a commitment agreement(s) containing the original signatures of the Provider and the proposed DBE(s). For Work Authorization Contracts, Attachment H-1 is required at the time of submitting the contract for execution by the Authority/Department. Attachment H-2 will be required to be completed and attached with each work authorization number that is submitted for execution, if the DBE will be performing work**.** Any substitutions or changes to the DBE subcontract amount shall be subject to prior written approval by the Authority/Department. If non-DBE subprovider is performing work, insert N/A (not applicable) on the line provided.
   d. Failure to carry out the requirements set forth above shall constitute a material breach of this contract and may result; in termination of the contract by the Authority/Department; in a deduction of the amount of DBE goal not accomplished by DBEs from the money due or to become due to the Provider, not as a penalty but as liquidated damages to the Authority/Department; or such other remedy or remedies as the Authority/Department deems appropriate.
3) **DEFINITIONS.**
   a. "Authority/Department" means Hidalgo County Regional Mobility Authority (HCRMA) and the Texas Department of Transportation (TxDOT).
   b. "Federal-Aid Contract" is any contract between the Texas Department of Transportation and a Provider which is paid for in whole or in part with U. S. Department of Transportation (DOT) financial assistance.
   c. "Provider" is any individual or company that provides professional or technical services.
   d. "DBE Joint Venture" means an association a DBE firm and one (1) or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work

of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest.

e. "Disadvantaged Business Enterprise (DBE)" means a firm certified as such by the Authority/Department in accordance with 49 CFR Part 26.

f. "Good Faith Effort" means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

g. "Race-neutral DBE Participation" means any participation by a DBE through customary competitive procurement procedures.

4) **PERCENTAGE GOAL.** The goal for Disadvantaged Business Enterprise (DBE) participation in the work to be performed under this Agreement is **0.0%** of the Agreement amount.

5) **PROVIDER'S RESPONSIBILITIES.** A DBE prime may receive credit toward the DBE goal for work performed by his-her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported to the Authority/Department.

a. A Provider who cannot meet the contract goal, in whole or in part, shall document the "Good Faith Efforts" taken to obtain DBE participation. The following is a list of the types of actions that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

(1) Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.

(2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Provider might otherwise prefer to perform the work items with its own forces.

(3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) Negotiating in good faith with interested DBEs by making a portion of the work available to DBE subproviders and suppliers and selecting those portions of the work or material needs consistent with the available DBE subproviders and suppliers.

(5) The ability or desire of the Provider to perform the work of a contract with its own organization does not relieve the Provider's responsibility to make a good faith effort. Additional costs involved in finding and using DBEs is not in itself sufficient reason for a Provider's failure to meet the contract DBE goal, as long as such costs are reasonable. Providers are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.

(7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Provider.

(8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

(9) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, County, State and Federal minority/women business

assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

(10) If the Authority/Department's Director of the Business Opportunity Programs Office determines that the Provider has failed to meet the good faith effort requirements, the Provider will be given an opportunity for reconsideration by the Director of the appropriate Division.

NOTE: The Provider must not cause or allow subproviders to bid their services.

b. The preceding information shall be submitted directly to the Chair of the Hidalgo County Regional Mobility Authority (Authority) responsible for the project.

c. The Provider shall make all reasonable efforts to honor commitments to DBE subproviders named in the commitment submitted under Section 2.c. of this attachment. Where the Provider terminates or removes a DBE subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Authority/Department that the originally designated DBE was not able or willing to perform.

d. The Provider shall make a good faith effort to replace a DBE subprovider that is unable or unwilling to perform successfully with another DBE, to the extent needed to meet the contract goal. The Provider shall submit a completed Attachment H-2 Form for the substitute firm(s). Any substitution of DBEs shall be subject to prior written approval by the Authority /Department. The Authority /Department may request a statement from the firm being replaced concerning its replacement prior to approving the substitution.

e. The Provider shall designate a DBE liaison officer who will administer the DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.

f. Providers are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

6) **ELIGIBILITY OF DBEs.**

a. The Authority/Department certifies the eligibility of DBEs, DBE joint ventures and DBE truck-owner operators to perform DBE subcontract work on DOT financially assisted contracts.

b. This certification will be accomplished through the use of the appropriate certification schedule contained in this Authority/Department's DBE program.

c. The Authority/Department publishes a Directory of Disadvantaged Business Enterprises containing the names of firms that have been certified to be eligible to participate as DBEs on DOT financially assisted contracts. The directory is available from the Authority's/Department's Business Opportunity Programs Office. The Texas Unified Certification Program DBE Directory can be found on the Internet at: http://www.dot.state.tx.us/services/business_opportunity_programs/tucp_dbe_directory.htm .

d. Only DBE firms certified at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. and 5.d. above. For purposes of the DBE goal on this contract, DBEs will only be allowed to perform work in the categories of work for which they were certified.

7) **DETERMINATION OF DBE PARTICIPATION.**

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subprovider is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract in order for payments to be credited toward meeting the contract goal. A DBE performs a commercially useful function when it is responsible for executing the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself . When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider may count toward its DBE goal a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Authority/Department's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority/Department.

8) **RECORDS AND REPORTS.**
   a. After submission of the initial commitment reported (Attachment H-1), required by Section 2.c. of this attachment, the Provider shall submit Monthly Progress Assessment Reports (Attachment H-3), after contract work begins, on DBE involvement to meet the goal and for race-neutral participation. One copy of each report is to be sent to the Authority/Department's Business Opportunity Programs Office monthly, in addition one copy is to be submitted with the Provider's invoice. **Only actual payments made to subproviders are to be reported.** These reports will be required until all subprovider activity is completed. The Authority/Department may verify the amounts being reported as paid to DBEs by requesting copies of canceled checks paid to DBEs on a random basis.
   b. DBE subproviders should be identified on the report by name, type of work being performed, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount. These reports will be due within fifteen (15) days after the end of a calendar month. Reports are required even when no DBE activity has occurred in a billing period.
   c. All such records must be retained for a period of four (4) years following final payment or until any investigation, audit, examination, or other review undertaken during the four (4) years is completed, and shall be available at reasonable times and places for inspection by authorized representatives of the Authority or Texas Department of Transportation or the DOT.
   d. Prior to receiving final payment, the Provider shall submit a Final Report (Attachment H-4), detailing the DBE payments. The Final Report is to be sent to the Authority/Department's Business Opportunity Programs Office and one (1) copy to be submitted with the Provider's final invoice. If the DBE goal requirement is not met, documentation of the good faith efforts made to meet the goal must be submitted with the Final Report.
9) **COMPLIANCE OF PROVIDER.** To ensure that DBE requirements of this DOT-assisted contract are complied with, the Authority/Department will monitor the Provider's efforts to involve DBEs during the performance of this contract. This will be accomplished by a review of Monthly Progress Assessment Reports (Attachment H-3), submitted to the Authority/Department's Business Opportunity Programs Office

by the Provider indicating his progress in achieving the DBE contract goal, and by compliance reviews conducted by the Authority/Department. The Monthly Progress Assessment Report (Attachment H-3) must be submitted at a minimum monthly to the Business Opportunity Programs Office, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the DBE goal based on actual payments to the DBE subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice. The Provider shall contact the Authority/Department if he/she withholds or reduces payment to any DBE subprovider.

(1) A DBE firm is paid but does not assume contractual responsibility for performing the service;
(2) A DBE firm does not perform a commercially useful function;
(3) Payment is made to a DBE that cannot be linked by an invoice or canceled check to the contract under which credit is claimed;
(4) Payment is made to a broker or a firm with a brokering-type operation;
(5) Partial credit is allowed, in the amount of the fee or commission provided the fee or commission does not exceed that customarily allowed for similar services, for a bona fide service, such as professional, technical, consultant, or managerial services, and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract.

A Provider's failure to comply with the requirements of this Special Provision shall constitute a material breach of this contract. In such a case, the Authority/Department reserves the right to terminate the contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Provider, not as a penalty but as liquidated damages to the Authority/Department; or such other remedy or remedies as the Authority/Department deems appropriate.

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ATTACHMENT H-FN

Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts

It is the policy of the U. S. Department of Transportation (DOT) that DBEs as defined in 49 CFR Part 26, Subpart A, be given the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds and that a maximum feasible portion of the Department's overall DBE goal be met using race-neutral means. Consequently, if there is no DBE goal, the DBE requirements of 49 CFR Part 26, apply to this contract as follows:

The Provider will offer DBEs as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with federal funds. Race-Neutral DBE participation on projects with no DBE goal should be reported on the Attachment H-3 Form. Payments to DBEs reported on Attachment H-3 are subject to the following requirements:

DETERMINATION OF DBE PARTICIPATION.

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces must be reported as race-neutral DBE participation. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work should not be reported unless the subcontractor is itself a DBE.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider must report a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Authority's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority.

The Provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a material breach of this contract and, may result in termination of the contract by the Authority/Department or other such remedy as the Authority/Department deems appropriate.

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ATTACHMENT H-SG (NOT APPLICABLE)

Historically Underutilized Business
for State Funded Professional or Technical Services Contracts
HUB Goal Assigned-State of Texas Subcontracting Plan Required

1) **POLICY.** It is the policy of the Authority/Department to ensure that HUBs shall have an equal opportunity to participate in the performance of contracts; to create a level playing field on which HUBs can compete fairly for contracts and subcontracts; to ensure nondiscrimination on the basis of race, color, national origin, or gender in the award and administration of contracts; to help remove barriers to the participation of HUBs in department contracts; and, to assist in the development of firms that can compete successfully in the market place outside the HUB program. Consequently, the HUB requirements of the Authority/Department's HUB Program apply to this contract as follows:
   (1) The Provider agrees to insure that they shall take all necessary and reasonable steps to meet the HUB goal for this contract.
      a. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.
      b. When submitting the contract for execution by the Authority, the Provider must complete and furnish Attachment H-1 which lists the commitments made to all subproviders, including certified HUB subprovider(s) that are to meet the contract goal, and Attachment H-2 which is a commitment agreement(s) containing the original signatures of the Provider and HUB(s) that were indicated in the original submitted Authority/State of Texas HUB Subcontracting Plan (HSP) in Section 8. For Work Authorization Contracts, Attachment H-1 is required at the time of submitting the contract for execution by the Department. Attachment H-2 will be required to be completed and attach with each work authorization number that is submitted for execution, if the HUB will be performing work. If non-HUB subprovider is performing work, insert N/A (not applicable) on the line provided. A prime must allow a HUB maximum opportunity to perform the work by not creating unnecessary barriers or artificial requirements for the purpose of hindering a HUB's performance under the contract. Any substitutions or changes to the HSP, in addition to any changes to the original contract award, shall be subject to prior written approval by the Department. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.
      c. Failure to carry out the requirements set forth above shall constitute a breach of contract and may result in a letter of reprimand; in termination of the contract by the Authority; in a deduction from money due or to become due to the Provider, not as a penalty but as damages to the Department's HUB Program; or such other remedy or remedies as the Department deems appropriate.
2) **DEFINITIONS.**
   g. "Authority/Department" means Hidalgo County Regional Mobility Authority (HCRMA) and the Texas Department of Transportation (TxDOT).
   a. "Agreement" is the agreement between the Authority and a Provider.
   b. "Provider" is any individual or company that provides professional or technical services.
   c. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit which combines their property, capital, efforts, skills and knowledge.
   d. "Historically Underutilized Business (HUB)" means any business so certified by the Texas Building and Procurement Commission.
3) **PERCENTAGE GOAL.** The goal for Historically Underutilized Business (HUB) participation in the work to be performed under this contract is **0.0 %** of the contract amount.

4) **PROVIDER'S RESPONSIBILITIES.** A Provider (HUB or non-HUB) must perform a minimum of 30% of the contract with its employees (as defined by the Internal Revenue Service). The contract is subject to the HSP Good Faith Effort Requirements.
   a. A Provider who cannot meet the contract goal, in whole or in part, should have documented any of the following and other efforts made as a "Good Faith Effort" to obtain HUB participation.
      (1) Whether the prime advertised in general circulation, trade association, and/or minority/women focus media concerning subcontracting opportunities.
      (2) Whether the prime provided written notice to at least three (3) qualified HUBs allowing sufficient time for HUBs to participate effectively.
      (3) Whether the prime documented reasons for rejection or met with the rejected HUB to discuss the rejection.
      (4) Whether the prime provided qualified HUBs with adequate information about bonding, insurance, the plans, the specifications, scope of work and requirements of the contract.
      (5) Whether the prime negotiated in good faith with qualified HUBs, not rejecting qualified HUBs who are also the lowest responsive bidder.
      (6) Whether the prime used the services of available minority and women community organizations, contractor's groups, local, state, and federal business assistance offices, and other organizations that provide support services to HUBs.

NOTE: The Provider must not cause or allow subproviders to bid their services.

   b. The preceding information shall be submitted directly to the Chair of the Authority responsible for the contract.
   c. The Provider shall make all reasonable efforts to honor commitments to HUB subproviders named in the original HSP in Section 8. Where the Provider terminates or removes a HUB subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Authority/Department that the originally designated HUB was not able or willing to perform. The term "unable" includes, but is not limited to, a firm that does not have the resources and expertise to finish the work and/or a firm that substantially increases the time to complete the project.
   d. The Provider shall make all reasonable efforts to replace a HUB subprovider that is unable or unwilling to perform successfully with another HUB and must meet the HSP Good Faith Effort Requirements. Any substitution of HUBs shall be subject to prior written approval by the Authority. The Authority will request a statement from the firm being replaced concerning its replacement prior to approving the substitution. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.
   e. The Provider shall designate a HUB liaison officer who will administer the Provider's HUB program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with HUBs.

5) **ELIGIBILITY OF HUBs.**
   a. The Texas Building and Procurement Commission (TBPC) certifies the eligibility of HUBs.
   b. The TBPC maintains a directory of certified HUBs. The HUB Directory is available through the TxDOT Department's Business Opportunity Programs Office and through the Internet at the TBPC's Website (http://www2.tbpc.state.tx.us/cmbl/hubonly.html).
   c. Only HUB firms certified and identified in specific categories and classes at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. above.
   d. If during the course of the contract it becomes necessary to substitute another HUB firm for a firm named in the information submitted by the Provider as required by Section 2.c. above, then only certified HUBs will be considered eligible as a substituted firm. The Provider's written request for

substitutions of HUB subproviders shall be accompanied by a detailed explanation, which should substantiate the need for a substitution. The Authority/Department will verify the explanation with the HUB firm being replaced before giving approval of the substitution. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.

e. The 73rd Legislature passed Texas Civil Statutes, Article 601i, relative to contracts between governmental entities and certain disadvantaged businesses. The Statute provides for civil penalties for persons who falsely claim disadvantaged business status and for the general contractor who knowingly contracts with a person claiming to be a disadvantaged business.

6) **DETERMINATION OF HUB PARTICIPATION.**

A firm must be an eligible HUB and perform a professional or technical function relating to the project. Proof of payment, such as copies of canceled checks, properly identifying the Authority's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority/Department. A HUB subprovider, with prior written approval from the Authority/Department, may subcontract 70% of a contract as long as the HUB subprovider performs a commercially useful function. All subcontracts shall include the provisions required in the subcontract and shall be approved as to form, in writing, by the Authority/Department prior to work being performed under the subcontract. A HUB performs a commercially useful function when it is responsible for a distinct element of the work of a contract; and actually manages, supervises, and controls the materials, equipment, employees, and all other business obligations attendant to the satisfactory completion of contracted work. If the subcontractor uses an employee leasing firm for the purpose of providing salary and benefit administration, the employees must in all other respects be supervised and perform on the job as if they were employees of the subcontractor.

7) **COMPLIANCE OF PROVIDER.**

To ensure that HUB requirements of this contract are complied with, the Authority/Department will monitor the Provider's efforts to involve HUBs during the performance of this contract. This will be accomplished by a review of the monthly Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) submitted to the AUTHORITY Office by the Provider indicating his/her progress in achieving the HUB contract goal, and by compliance reviews conducted by the Authority/Department. The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) must be submitted at a minimum monthly to the Business Opportunity Programs Office, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the HUB goal based on actual payments to the HUB subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice.

(1) Payments to brokers or firms with a brokering type operation will be credited only for the amount of the commission;
(2) Payments to a joint venture will not be credited unless all partners in the joint venture are HUBs;
(3) Payments to a HUB subprovider who has subcontracted a portion of the work required under the subcontract will not be credited unless the HUB performs a commercially useful function;
(4) Payments to a HUB will not be credited if the firm does not provide the goods or perform the services paid for;
(5) Payments made to a HUB that cannot be linked by an invoice or canceled check to the contract under which credit is claimed will not be credited.

A Provider must not withhold or reduce payments to any HUB without a reason that is accepted as standard industry practice. A HUB prime or subprovider must comply with the terms of the contract or subcontract. Work products, services, and commodities must meet contract specifications whether performed by a prime or subprovider.

A Provider's failure to meet the HUB goal and failure to demonstrate to the Authority/Department's satisfaction sufficient "Good Faith Effort" on his/her part to obtain HUB participation shall constitute a breach of contract. In such a case, the Authority/Department reserves the right to issue a letter of reprimand; to deduct the amount of HUB goal not accomplished by HUBs from the money due or to become due the Provider, not as a penalty but as damages to the Authority/Department's HUB program; or such other remedy or remedies as the Authority/Department deems appropriate.

8) **RECORDS AND REPORTS.**

a. After submission of the initial commitment (Attachment H-1), required by Section 2.c. of this attachment, the Provider shall submit State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) at a minimum monthly, after contract work begins, on subcontracting involvement. One copy of the State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) is to be sent to the Authority/Department's Office monthly. In addition, the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) must be submitted with the Provider's invoice. All payments made to subproviders are to be reported. **The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Reports are required monthly even during months when no payments to subproviders have been made.** The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report will be required until all work on the contract has been completed. The Authority/Department may verify the amounts being reported as paid to HUBs by requesting copies of canceled checks paid to HUBs on a random basis.

b. Subproviders should be identified on the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) by name, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount.

c. All such records must be retained for a period of four years following final payment, or until an investigation, audit, examination, or other review undertaken during the four years, and shall be available at reasonable times and places for inspection by authorized representatives of the Authority/Department and other agencies.

d. Prior to receiving final payment, the Provider shall submit a Final Report (Attachment H-4), detailing the subprovider payments to the AUTHORITY Office of the Authority, and one copy to the Authority/Department with the Provider's final invoice.

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ATTACHMENT H-SN (NOT APPLICABLE)

Historically Underutilized Business (HUB)
for State Funded Professional or Technical Services Contracts
No State of Texas HUB Subcontracting Plan Required

POLICY

It is the policy of the Authority/Department to ensure that HUBs shall have an equal opportunity to participate in the performance of contracts; to create a level playing field on which HUBs can compete fairly for contracts and subcontracts; to ensure nondiscrimination on the basis of race, color, national origin, or gender in the award and administration of contracts; to help remove barriers to the participation of HUBs in Authority contracts; and, to assist in the development of firms that can compete successfully in the market place outside the HUB program.

Subcontracting participation on projects with no HUB Subcontracting Plan Required should be reported on the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report, the Attachment H-6 Form. Payment to non-HUBs subproviders must be reported on Attachment H-6. Payments to HUBs reported on Attachment H-6 are subject to the following requirements:

DETERMINATION OF HUB PARTICIPATION.

A firm must be an eligible HUB and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible HUB, the total amount paid to the HUB should be reported as race-neutral HUB participation.

A HUB subprovider may subcontract no more than 70% of a contract. The HUB subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the HUB; and equipment owned or rented directly by the HUB.

A provider must report a portion of the total value of the contract amount paid to a HUB joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the HUB.

Proof of payment, such as copies of canceled checks, properly identifying the Authority/Department's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority/Department.

The provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

REQUIRED FORMS.

If subcontractors are used under the contract that has no stated HUB goal, Attachments H-1, H-2, H-4 and H-6 are required. Attachments H-1 and H-6 <u>are required</u> if no subcontractors are being used to perform work under this contract.

Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) **is required monthly even when no subcontracting activity has occurred.** In addition, Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) should be submitted with the Provider's invoice.

ATTACHMENT H-1

Subprovider Monitoring System
Commitment Worksheet

Contract #:_____ Assigned Goal: 0.0% Federally Funded _____ County Funded _____
Prime Provider: Melden & Hunt, Inc. Total Contract Amount: $000,000.00
Prime Provider Info: DBE____HUB ___ Both ___
Vendor ID #: 17417379595 DBE/HUB Expiration Date: _____
(First 11 Digits Only)

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

Subprovider(s) (List All)	**Type of Work**	**Vendor ID #** (First 11 Digits Only)	**D=DBE H=HUB**	**Expiration Date**	**$ Amount or % of Work ***
SURVTEX, LLC	Surveying	17429720398			
McGray & McGray Land Surveyors, Inc.	Surveying	17422732929	D H	05/17/2016 05/17/2016	
Subprovider(s) Contract or % of Work* Totals					XX%

*For Work Authorization Contracts, indicate the % of work to be performed by each subprovider.

Total DBE **or** HUB Commitment Dollars $000,000.00 (XXX)

Total DBE **or** HUB Commitment Percentages of Contract XX% (XXX)
(Commitment Dollars and Percentages are for Subproviders only)

12/06 DBEH1.AT

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). ***NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.***

Contract #: _____ Assigned Goal: 0.0% Prime Provider Melden & Hunt, Inc.

Work Authorization (WA)#: 1 WA Amount: **$000,00.00** Date: XX/XX/XX
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Survey	**$00,000.00**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: Melden & Hunt, Inc. **Address: 115 W McIntyre** **Edinburg, Tx 78539** **VID Number: 17417379595** **PH: (956) 381-0981; FX: ( ) -** **Email: fkurth@meldenandhunt.com**	**Name:** Fred L. Kurth ***(Please Print)*** **Title:** President **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH:** **FX:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH:** **FX:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**

ATTACHMENT H-3
Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) _____/_____

Contract #: _____
Date of Execution: _____
Prime Provider: Melden & Hunt, Inc.
Work Authorization No. : 1

Original Contract Amount: **$000,000.00**
Approved Supplemental Agreements: **$0**
Total Contract Amount: **$000,000.00**
Work Authorization Amount: **$000,000.00**

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
	SURVTEX, LLC	Surveying	$00,000.00	XX			
Y	McGray & McGray Land Surveyors, Inc.	Surveying	$00,000.00	XX			

Fill out Progress Assessment Report with each estimate/invoice submitted, *for all subcontracts*, and forward as follows:
1 Copy with Invoice - Hidalgo County Regional Mobility Authority Office
I hereby certify that the above is true and correct statement of the amounts paid to the firms listed above.

Print Name - Company Official /DBE Liaison Officer _____ Signature _____ Phone _____ Date _____

Email _____ Fax _____

ATTACHMENT H-4

Subprovider Monitoring System
Final Report

The Final Report Form should be filled out by the Prime Provider and submitted to the Contract Manager and the Business Opportunity Programs Office for review upon completion of the contract. The report should reflect **all subcontract activity** on the project. The report will aid in expediting the final estimate for payment. If the HUB or DBE goal requirements were not met, documentation supporting good faith efforts must be submitted.

DBE Goal: 0.0 % **OR** HUB Goal: _____%

Total Contract Amount: $000,000.00 Total Contract Amount: $_____

Contract Number:

Vendor ID #	**Subprovider**	**Total $ Amount Paid to Date**
XXXXXXXXXXX	SURVTEX, LLC	
17422732929	McGray & McGray Land Surveyors, Inc.	
TOTAL		

This is to certify that _____% of the work was completed by the HUB or DBE subproviders as stated above.

_____
By: Prime Provider

_____
Per: Signature

Subscribed and sworn to before me, this _____ day of _____, 20 __

_____Notary Public _____ County

My Commission expires:_____

12/06 DBE-H4.A

ATTACHMENT H-5

Federal Subprovider and Supplier Information

The Provider shall indicate below the name, address and phone number of all successful and unsuccessful subproviders and/or suppliers that provided proposals/quotes for this contract prior to execution. You may reproduce this form if additional space is needed.

Name	Address	Phone Number
SURVTEX, LLC	600 W. Whitestone Blvd, Cedar Park, Texas 78613	512-249-8875
McGray & McGray Land Surveyors, Inc.	3301 Hancock Dr, Ste 6, Austin, Texas 78731	512-451-8591

The information must be provided and returned with the contract.

_____ _____

Signature Date

Company, Title Email Address (XXX) XXX-XXXX

Printed Name Email Phone #

ATTACHMENT H-6

Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report

HUB Subcontracting Plan (HSP)
Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

Contract/Requisition Number: _____ Date of Award: _____ (mm/dd/yyyy) Object Code: _____ (Agency Use Only)

Contracting Agency/University Name: _____

Contractor (Company) Name: _____ State of Texas VID #: _____

Point of Contact: _____ Phone #: _____

Reporting (Month) Period: _____ Total Amount Paid this Reporting Period to $ _____ -

Report HUB and Non-HUB subcontractor information

Subcontractor's Name	Subcontractor's VID or HUB Certificate Number	*Texas Certified HUB? (Yes or No)	Total Contract $ Amount from HSP with Subcontractor	Total $ Amount Paid This Reporting Period to Subcontractor	Total Contract $ Amount Paid to Date to Subcontractor	Object Code (Agency Use Only)
			$ -	$ -	$ -	
			$ -	$ -	$ -	
			$ -	$ -	$ -	
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		TOTALS:	$ -	$ -	$ -	

Signature: _____ Title: _____ Date: _____

*Note: HUB certification status can be verified on-line at: http://www2.cpa.state.tx.us/cmbl/hubonly.html Rev. 10/07

ATTACHMENT H-7

DBE CERTIFICATIONS

The City of Austin
Small & Minority Business Resources Department affirms that

McGray & McGray Land Surveyors, Inc.

is certified as a

Disadvantaged Business Enterprise

The City of Austin adheres to the U.S. Department of Transportation (DOT) DBE standards set forth in 49 CFR Part 26 and Part 23. Your DBE certification shall be valid at any Texas entity that receives DOT funds and has a DBE program.

NAICS Code(s): **541370; 541360**

Veronica Briseño Lara, Director
Small & Minority Business Resources Department

VENDOR CODE: **MCG3115750**

Certification is contingent upon the City receiving an affidavit of continued eligibility each year. Verification of certification status can be obtained by calling (512) 974-7645.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1742273292900**
File/Vendor Number:	**03004**
Approval Date:	**17-MAY-2013**
Scheduled Expiration Date:	**17-MAY-2016**

In accordance with the Memorandum of Agreement between the
City of Austin (COA)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

MCGRAY & MCGRAY LAND SURVEYORS INC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 03-JUN-2013, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the COA's program, you must immediately (within 30 days of such changes) notify the COA's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the COA's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Paul A. Gibson

Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (**http://www.window.state.tx.us/procurement/cmbl/cmblhub.html**) or by contacting the HUB Program at **1-888-863-5881** or **512- 463-5872**.

Rev. 09/12

ATTACHMENT I

CERTIFICATE OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 05/30/2014

PRODUCER Valley Insurance Services 508 South 12th Avenue Edinburg TX 78539	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Melden & Hunt Inc. 115 W. Mcintyre Edinburg TX 78539	INSURERS AFFORDING COVERAGE INSURER A: Transportation Insurance Company INSURER B: Texas Mutual Insurance Company INSURER C: INSURER D: INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	5084063580	08/12/2013	08/12/2014	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF-0001127671	02/13/2014	02/13/2015	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1000000 $ 1000000 $ 1000000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

HCRMA International Bridge Trade Corridor

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: ____

Hidalgo County Regional Mobility Authority
118 South Cage Blvd.
Pharr TX 78577

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/29/2014

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

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

PRODUCER: STATE FARM INSURANCE ROBERT ELIZALDE StateFarm 5107 S MCCOLL RD EDINBURG, TX 78539	CONTACT NAME: ILIANA PEREZ PHONE (A/C, No, Ext): 956-683-9800 FAX (A/C, No): 956-683-9810 E-MAIL ADDRESS: ILIANA@ROBERTELIZALDE.COM
INSURED: MELDEN & HUNT, INC 115 W MCINTYRE ST EDINBURG, TX 78541	INSURER A : State Farm Mutual Automobile Insurance Company — NAIC # 25178 INSURER B : State Farm Fire and Casualty Company — 25143 INSURER C : State Farm Lloyds — 43419 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY							
	X ANY AUTO			077 0797	02/10/2014	02/10/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	HIRED AUTOS / NON-OWNED AUTOS						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			90-B8-L943-1	02/14/2014	02/14/2015	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
C	INLAND MARINE			90-BV-S325-4	02/10/2014	02/10/2015	E.L. DISEASE - POLICY LIMIT	$
							MOBILE EQUIPMENT	$247,205

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

HCRMA International Bridge Trade Corridor

CERTIFICATE HOLDER

Hidalgo County Regional Mobility Authority
118 South Cage Boulevard
Pharr, TX 78577

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Iliana Perez

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/29/2014

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

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

PRODUCER	CONTACT NAME:	
South Texas Insurance Services 3911 N 10th Street Suite J McAllen TX 78501	PHONE (A/C, No, Ext): (956) 618-3535	FAX (A/C, No): (956) 618-3539
	E-MAIL ADDRESS: sergio@stisonline.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Beazley Insurance Company, Inc. (A, VIII)	37540
INSURED Melden & Hunt, Inc. 115 W McIntyre St Edinburg TX 78541	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability (Primary & Non-contributory)	Y	Y	V136AB130101	02/15/2014	02/15/2015	Per Claim	$1,000,000
							Policy Aggregate	$2,000,000

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

HCRMA International Bridge Trade Corridor

CERTIFICATE HOLDER

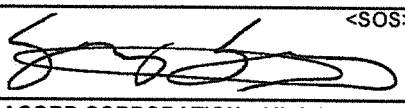
Hidalgo County Regional Mobility Authority
118 South Cage Boulevard

Pharr, TX 78577

CANCELLATION

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

AUTHORIZED REPRESENTATIVE <SOS>



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ATTACHMENT J

CONFLICTS CERTIFICATION

ATTACHMENT J

CONFLICTS CERTIFICATION

1. Business Relationships:

   The RMA has adopted a conflict of interest policy which generally requires disclosure of any business relationships with RMA board members or key personnel, as designated on the Authority's website. The Conflict of Interest Policy for Consultants, the list of Board Members and Key Personnel, and the Disclosure Form can be obtained from the RMA website (www.hcrma.net). Engineer all any sub consultants to Engineer shall adhere to this policy and provide any required disclosures.

2. Adverse Matters:

   Engineer must disclose conflicts of interest by identifying any matter in which the Engineer becomes adverse to the RMA or the Texas Department of Transportation or to the State of Texas or any of its boards, agencies, commissions, universities, elected or appointed officials, or Hidalgo County during the term of the Agreement.

3. Direct and Indirect Interest:

   The Engineer shall ensure that, during the term of the Agreement, the Engineer, including any of its principals, will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of Engineer's obligations under the agreement, including, but not limited to, ownership of property in the right-of-way of any of the independent projects of the Hidalgo County Roadway System. The Engineer warrants that, in the performance of the Agreement, the Engineer shall not employ any person, or subcontract with any entity, having such known interest.

ENGINEER: _____

BY: Robert Tamez, E.I.T., R.P.L.S.

DATE: 05/28/2014

ATTACHMENT J

CONFLICTS CERTIFICATION

1. Business Relationships:

   The RMA has adopted a conflict of interest policy which generally requires disclosure of any business relationships with RMA board members or key personnel, as designated on the Authority's website. The Conflict of Interest Policy for Consultants, the list of Board Members and Key Personnel, and the Disclosure Form can be obtained from the RMA website (www.hcrma.net). Engineer all any sub consultants to Engineer shall adhere to this policy and provide any required disclosures.

2. Adverse Matters:

   Engineer must disclose conflicts of interest by identifying any matter in which the Engineer becomes adverse to the RMA or the Texas Department of Transportation or to the State of Texas or any of its boards, agencies, commissions, universities, elected or appointed officials, or Hidalgo County during the term of the Agreement.

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ENGINEER: _____

BY: Chris Conrad, RPLS, Vice President

DATE: 5/29/14

ATTACHMENT J

CONFLICTS CERTIFICATION

1. Business Relationships:

The RMA has adopted a conflict of interest policy which generally requires disclosure of any business relationships with RMA board members or key personnel, as designated on the Authority's website. The Conflict of Interest Policy for Consultants, the list of Board Members and Key Personnel, and the Disclosure Form can be obtained from the RMA website (www.hcrma.net). Engineer all any sub consultants to Engineer shall adhere to this policy and provide any required disclosures.

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Engineer must disclose conflicts of interest by identifying any matter in which the Engineer becomes adverse to the RMA or the Texas Department of Transportation or to the State of Texas or any of its boards, agencies, commissions, universities, elected or appointed officials, or Hidalgo County during the term of the Agreement.

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ENGINEER: John W. McCown, RPLS

BY: _____

DATE: 5-29-14

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Not Applicable

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ 05/28/2014

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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OFFICE USE ONLY

Date Received

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Not applicable

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Signature of person doing business with the governmental entity

5/29/14

Date

Adopted 06/29/2007

CONFLICT OF INTEREST QUESTIONNAIRE

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OFFICE USE ONLY

Date Received

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not applicable

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

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☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ 5-29-14

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

ATTACHMENT K
DEBARMENT CERTIFICATION

DEBARMENT CERTIFICATION
ARCHITECTURAL, ENGINEERING AND SURVEYING
("PROVIDER") CONTRACTS

(1) The **PROVIDER** certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Melden & Hunt, Inc.
Name of Provider


Signature of Certifying Official

Vice President
Title of Certifying Official

05/28/2014
Date

(2) Where the **PROVIDER** is unable to certify to any of the statements in this certification, such **PROVIDER** shall attach an explanation to this certification.

Exceptions will not necessarily result in denial of award. Providing false information may result in criminal prosecution or administrative sanctions.

* federal, state or local

DEBARMENT CERTIFICATION
ARCHITECTURAL, ENGINEERING AND SURVEYING
("PROVIDER") CONTRACTS

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(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

McGray & McGray Land Surveyors, Inc.
Name of Provider

Signature of Certifying Official

Vice President
Title of Certifying Official

05/29/14
Date

(2) Where the **PROVIDER** is unable to certify to any of the statements in this certification, such **PROVIDER** shall attach an explanation to this certification.

Exceptions will not necessarily result in denial of award. Providing false information may result in criminal prosecution or administrative sanctions.

* federal, state or local

Texas Department of Transportation

DEBARMENT CERTIFICATION
ARCHITECTURAL, ENGINEERING AND SURVEYING ("PROVIDER") CONTRACTS

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(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

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(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

John W. McCown, SURVTEX, LLC
Name of Provider

Signature of Certifying Official

President
Title of Certifying Official

05/29/14
Date

(2) Where the **PROVIDER** is unable to certify to any of the statements in this certification, such **PROVIDER** shall attach an explanation to this certification.

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* federal, state or local

Item 3C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3C**
PLANNING COMMITTEE		**DATE SUBMITTED**	**6/09/14**
FINANCE COMMITTEE		**MEETING DATE**	**6/18/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014 -54 – APPROVAL OF WORK AUTHORIZATION NUMBER 1 TO PROFESSIONAL SERVICES AGREEMENT WITH HALFF ASSOCIATES TO PROVIDE PARCEL PLATS AND DESCRIPTIONS FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Approval Work Authorization Number 1 to Professional Service Agreement with Halff Associates to provide parcel tract platting for 34 parcels in the amount of $40,800.00.

3. Policy Implication: Board Policy, Local Government, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: X Yes ___No ___N/A Funding Source: VRF Bond

   Proposed Work Authorization No. 1:
   Parcel Tract Platting for 34 parcels within the IBTC Project $40,800.00

6. Staff Recommendation**: Motion to approve Resolution 2014-54 - Approval Work Authorization Number 1 to the Professional Service Agreement with Halff Associates to provide parcel plats and descriptions for the International Bridge Trade Corridor Project in the amount of $40,800.00**

6. Program Manager's Recommendation: **X** Approved ___Disapproved ___None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: June 9, 2014

Re: **Approval of Work Authorization Number 1 with Halff Associates for Parcel Platting for the IBTC Project**

Background

At the October 16, 2013, regular meeting, the HCRMA Board of Directors approved the use and members of the Technical Committee to rate, rank and recommend a short list for Engineering, Surveying and Geotechnical services for the International Bridge Trade Corridor (IBTC) Project.

At the November 20, 2013, regular meeting, the HCRMA Board of Directors authorized staff to negotiate professional service agreements with the following firms:

Halff Associates
RODS Surveying
Quintanilla, Headley & Associates
Land Tech Consultants
R. Gutierrez Professional Engineers
Melden & Hunt Consultants
DOS Land Surveying
SAMES Engineering & Surveying
Bain Medina Bain
ROW Surveying Services
Fulcrum Consulting Services

Additionally, on March 19, 2014, the Board of Directors authorized early acquisition of right of way for the International Bridge Trade Corridor Project as part of the Agreed Order between ETT – Cross Valley Project and the HCRMA.

Goal

Staff is proposing Work Authorization No. 1 to provide parcel platting for 34 tracts within the International Bridge Trade Corridor Project. The work is necessary to acquire the right of way agreed upon by the HCRMA and ETT.

Work Authorization No. 1 is proposed to perform the work in the amount of $40,800.00.

Options

Work Authorization No. 1 may be disapproved by the Board of Directors.

Recommendation

Based on review by this office, **approval of Resolution 2014-54 – Approval of Work Authorization No. 1 to the Professional Service agreement with Halff Associates to provide parcel plats and descriptions for the International Bridge Trade Corridor Project in the amount of $40,800.00 is recommended.**

If you should have any questions or require additional information, please advise.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 54

APPROVAL OF WORK AUTHORIZATON NUMBER 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HALFF ASSOCIATES TO PREPARE PARCEL PLATS AND DESCRIPTIONS FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT

THIS RESOLUTION is adopted this 18th day of June, 2014 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, Resolution 2013-41 authorized the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bride Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommends that HCRMA staff be authorized to negotiate with all qualified Surveying Firms to establish a surveying pool for the project; and

WHEREAS, on November 20, 2014, the Board of Directors authorized staff to negotiate professional services agreements with Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services; and

WHEREAS, on June 18, 2014, the Authority awarded professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, staff has negotiated Work Authorization Number 1 to the Professional Service Agreement with Halff Associates to prepare parcel plats and descriptions for 34 parcels as part of the International Bridge Trade Corridor Project; and

WHEREAS, the Authority had determined it is necessary to approve Work Authorization Number 1 to the Professional Service Agreement with Halff Associates to prepare 34 parcel plats and descriptions in the amount of $40,800.00;

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Work Authorization Number 1 to the Professional Service Agreements for Surveying Services with Halff Associates, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Work Authorization Number 1 to the Professional Services Agreement for Surveying Services with Halff Associates as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 18th day of June, 2014, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

Exhibit A

Work Authorization Number 1
to
Professional Service Agreements
with
Halff Associates
for
Surveying Services
for the
International Bridge Trade Corridor

WORK AUTHORIZATION NO. 1

ATTACHMENT D-1

WORK AUTHORIZATION NO. 1
AGREEMENT FOR SURVEYING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Surveying Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Halff Associates, Inc. (the Surveyor).

PART I. The Surveyor will perform surveying services generally described as in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the Authority and the Surveyor as well as the work schedule are further detailed in Exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is $40,800.00 and the method of payment is **Lump Sum**, as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Surveyor's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

PART III. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with Articles III thru V of the Agreement, and Attachment A, Section 1.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on August 1, 2014, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under "Article V of that certain Professional Services Agreement for Surveying Services for INTERNATIONAL BRIDGE TRADE CORRIDOR (IBTC) Segment 0010 project from the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Robert L. Saenz	_____
(Printed Name)	(Printed Name)
President	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

Exhibit A	Services to be provided by the Authority
Exhibit B	Services to be provided by the Surveyor
Exhibit B-1	Parcels to be Surveyed
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget
Exhibit H-2	Subprovider Monitoring System Commitment Agreement

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

Project Map.

ROW Map – ROW widths, other land, ownership, survey information.

Ownership information of adjacent tracts.

Intersecting ROW information, documentation, construction plans of existing utilities if available.

Construction plans of existing facilities if available.

Intended use of the survey and required form of deliverables, files required, etc.

Accuracy required and method of display.

Horizontal and vertical datum upon where the survey should be based (if varies from TxDOT).

Research on subject tracts/parcel ownership aerial photographs.

Title Reports for Parent\Ownership Tracts within Project.

Boundary survey, (data files) of Original survey Lines Subdivisions, and Parent Tracts within Project. Includes found monumentation.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

7.0 Right of Way Mapping and Parcel Tract Platting

Preparation of maps, plats, legal descriptions and all documents for the Final ROW Acquisition and monumenting of final Right of Way and Parcels.

Definitions and Concepts for use in this context and derived from the TxDOT and HCRMA Survey Manuals.

Parent Tracts are defined by contiguous ownership, i.e.:

… any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership.

… any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership and not divided by a public way, separate ownership or platted as a subdivision.

… any tract of land comprised of contiguous lots in a platted subdivision under a single ownership.

Parcels are defined and created by ownership and unity of use and are the actual real properties, or tracts, to be acquired by the HCRMA, whether through purchase, donation, or exchange.

… If a Parent Tract of contiguous properties has a unity of use, then two or more properties may be combined into one parcel.

… If a Parent Tract of contiguous properties does not have unity of use, then each property is a separate parcel.

… If a Parent Tract has different and discrete land use areas, then each land use area must be partitioned into separate parcels with a unique number. A Parcel, therefore, does not necessarily have a one-to-one correspondence to the property lines of the parent tract.

… if a Parent Tract is divided or severed by public ways or by separate ownership and does NOT have common underlying ownership then each property must be partitioned into separate parcels with a unique number.

… if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership but does NOT have unity of use then each property must be partitioned into separate parcels with a unique number.

… if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership and DOES have unity of use then each property may be partitioned into ONE Parcel and sub-partitioned into separate PARTS.

Limits for this service:

For the IBTC Project from the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493, and within the area described in Exhibit B-1.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

7.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
HCRMA	Halff Associates,Inc.	~~7.1.1~~	~~Contact and Coordinate with HCRMA for…~~ • ~~FINAL and APPROVED ROW FOOTPRINT prepared by HCRMA Design Engineers. (See Attachment C.4 – Detailed Scope of Services for Boundary Survey).~~ • ~~Any other information or data completed on the project to this point, i.e., final approved schematic, Planimetric Map of Project in MicroStation compatible format, Horizontal and Vertical projection, grid system and datum upon where the survey should be based and all other data the HCRMA has on hand.~~		
HCRMA	Halff Associates,Inc.	~~7.1.2~~	~~Deliver "Abstracts of Title" or "Title Reports" of Parent Tracts prepared by Title Co.~~		
HCRMA	Halff Associates,Inc.	~~7.1.3~~	~~Deliver HCRMA survey monument caps (if applicable)~~		
HCRMA	Halff Associates,Inc.	~~7.1.4~~	~~Review of the HCRMA Survey Manuel and Right of Way requirements and discuss…~~ • ~~Parcel creation and numbering Requirements.~~ ~~The methodology of numbering ROW parcels must be correct and consistent to avoid problems in the appraisal process or with record maintenance through the ROW information system. Communicate regularly with the HCRMA for uniformity of Parcel creation methodology.~~ • ~~ROW MAP Requirements.~~ • ~~Parcel Plats and Parcel Descriptions Requirements.~~		

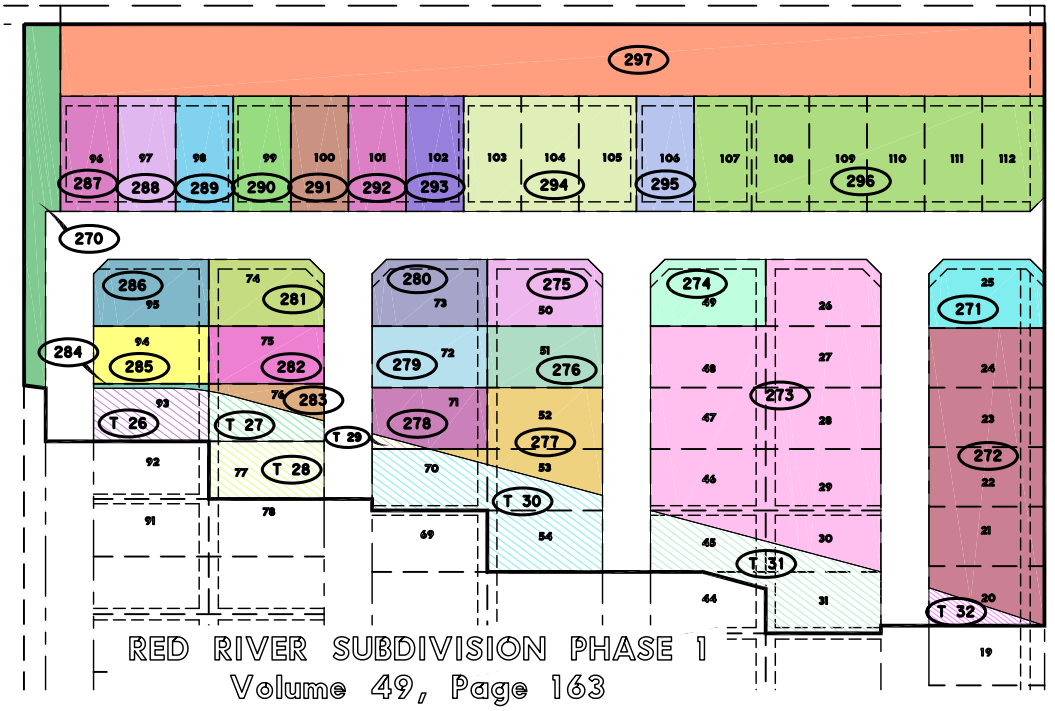
7.2 Field Work Tasks.

To be provided by:					
	Halff Associates,Inc.	~~7.2.1~~	~~Monument the final project ROW lines…~~ • ~~Set a 5/8" diameter x 24" long rebar, capped with an "HCRMA ROW" aluminum disk along the ROW lines at all corners, angle points, and points of curvature and tangency.~~		
	Halff Associates,Inc.	7.2.2	Monument Parcel corners… • Set 5/8" diameter x 18" long rebar, capped with an "HCRMA ROW" aluminum disk along ROW lines • Set 1/2'' diameter x 18" long rebar, capped with an appropriate cap bearing identification of the sub consultant Surveyor on interior corners (corners inside the taking)		
	Halff Associates,Inc.	7.2.3	Verify that all planimetric features of existing topo and planimetrics within the staked parcel are current. • Exercise special care in observing both structure and aerial encroachments such as overhead electric and telephone lines with cross-arms.		

7.3 Office Work / Delivery Preparation Tasks

To be provided by:			
	Halff Associates,Inc.	7.3.1	Analyze, define and create final Parcels and Parcel numbering plan. • See Parcel creation definition above.
	Halff Associates,Inc.	~~7.3.2~~	~~Update existing Planimetric map with any new or missing features or encroachments.~~
	Halff Associates,Inc.	~~7.3.3~~	~~Prepare and Create ROW MAP including…~~ ~~• Title Sheet~~ ~~• Parcel Index Sheet~~ ~~• Control Sheet~~ ~~o (BMs set as per Attachment C.8 – Detailed scope of Service for Construction Staking will be the control on this sheet)~~ ~~• Plan Sheets~~
	Halff Associates,Inc.	7.3.4	Prepare and create PARCEL PLATS and DESCRIPTIONS • Prepare survey plats and metes and bounds descriptions as per HCRMA requirements for each Acquisition Parcel. • Specific Parcels will be: o Parcels: 270-297, o Tracts: T 26-T 32 o See Exhibit B-1

EXHIBIT B-1



N

0 200

SCALE: 1" = 200'

ARANDA AND ASSOCIATES, INC.

LAND SURVEYING AND MAPPING COMPANY

1552 DOVE AVENUE, McALLEN, TEXAS78504

PH: 956-631-0944/FAX: 956-631-0992/www.arandaworld.com

EXHIBIT C
WORK SCHEDULE

IBTC SURVEY SERVICES

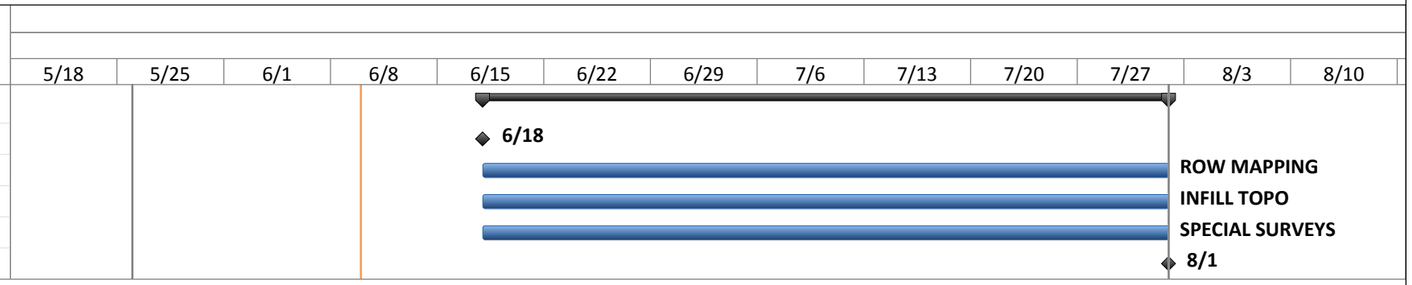
FROM THE INTERCHANGE WITH SH365 TO I-2

AND FROM THE VALLEY VIEW INTERCHANGE TO FM 493

EXHIBIT C WORK SCHEDULE

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

ID	Task Name	Duration	Start	Finish
1	**IBTC SURVEY CONTRACT**	**33 days**	**Wed 6/18/14**	**Fri 8/1/14**
2	CONTRACT EXECUTED	0 days	Wed 6/18/14	Wed 6/18/14
3	ROW MAPPING	33 days	Wed 6/18/14	Fri 8/1/14
4	INFILL TOPO	33 days	Wed 6/18/14	Fri 8/1/14
5	SPECIAL SURVEYS	33 days	Wed 6/18/14	Fri 8/1/14
6	CONTRACT COMPLETE	0 days	Fri 8/1/14	Fri 8/1/14



Project: IBTC Survey Schedule
Date: Tue 6/10/14

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Progress	
Milestone		External Milestone		Manual Task		Start-only			
Summary		Inactive Task		Duration-only		Finish-only			

EXHIBIT D
FEE SCHEDULE BUDGET

Halff Associates, Inc.
Survey Services for the HCRMA
WA No. 1
Schedule Duration: June 18, 2014 to August 1, 2014

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Work Authorization No. 1
SH 365 Surveying Services
LIMITS: From the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493 (As-Assigned by the HCRMA)

SURVEY SERVICES DESCRIPTION	Principal / Sr. Manager / Senior survey Manager	Project Surveyor (RPLS)	Senior Survey Tech / SIT	Survey Technician	CADD Operator	Clerical / Admin.	Abstractor	1-Person Survey Crew	2-Person Survey Crew	3-Person Survey Crew	4-Person Survey Crew	Total Labor Hrs.	Remarks	Task Cost
Coordination, Admin, Research and Abstracting						22	10					32		$ 1,750.00
Field Work		14	10						100			124		$ 16,150.00
Office Work / Delivery Preparation	12	20	58	36	134							260		$ 22,900.00
Subtotal	**12**	**34**	**68**	**36**	**134**	**22**	**10**	**0**	**100**	**0**	**0**	**416**		**$ 40,800.00**
Total Manhours by Classification	**12**	**34**	**68**	**36**	**134**	**22**	**10**	**0**	**100**			**416**		
Contract Hourly Rate by Classification	$ 200.00	$ 150.00	$ 105.00	$ 75.00	$ 65.00	$ 50.00	$ 65.00	$ 80.00	$ 130.00	$ 168.00	$ 198.00			
Total Fee by Classification	$ 2,400.00	$ 5,100.00	$ 7,140.00	$ 2,700.00	$ 8,710.00	$ 1,100.00	$ 650.00	$ -	$ 13,000.00			$ 40,800.00		
% Utilization by Over 6 months	**1.16%**	**3.28%**	**6.55%**	**3.47%**	**12.91%**	**2.12%**	**0.96%**	**0.00%**	**9.63%**				**CHECK (MHRs):**	
													416	
% of Total Labor Hours	**2.88%**	**8.17%**	**16.35%**	**8.65%**	**32.21%**	**5.29%**	**2.40%**	**0.00%**	**24.04%**			**100.00%**	**CHECK (LABOR):**	
% of Total Labor Cost	**5.88%**	**12.50%**	**17.50%**	**6.62%**	**21.35%**	**2.70%**	**1.59%**	**0.00%**	**31.86%**			**100.00%**	**$ 40,800.00**	
TOTAL DIRECT LABOR COST														**$ 40,800.00**

DIRECT EXPENSES	Rate	Unit	Amount	Total									
Mileage	$ 0.56	Mile	0	$ -									$ -
Photocopies	$ 0.10	Sheet	0	$ -									$ -
Blueline/Blackline Prints	$ 2.00	Sheet	0	$ -									$ -
Deed/Copies	$ 1.00	Sheet	0	$ -									$ -
Certified Deed Copies	$ 2.00	Sheet	0	$ -									$ -
Mylar (11x17)	$ 3.00	Sheet	0	$ -									$ -
Mylar (22x34)	$ 6.00	Sheet	0	$ -									$ -
TOTAL DIRECT EXPENSES				$ -									**$ -**

SPECIAL SERVICES FEE (SUBCONSULTANTS)			DBE Participation 0.00%
Name	**Task(s) Summary**		
TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS)			**$ -**
GRAND TOTAL			**$ 40,800.00**

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). ***NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.***

Contract #: _____ Assigned Goal: 0.0% Prime Provider Halff Associates, Inc.

Work Authorization (WA)#: 1 WA Amount: **$40,800.00** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Survey	**$40,800.00**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: Halff Associates, Inc. **Address: 5000 West Military Highway, Suite 100, McAllen, TX 78503** **VID Number: 17513086995** **PH: (956) 664-0286; FX: (956) 664-0282** **Email: rsaenz@halff.com**	**Name:** Robert L. Saenz ***(Please Print)*** **Title:** President **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH: (XXX) XXX-XXXX; FX: (XXX) XXX-XXXX** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH: (XXX) XXX-XXXX; FX: (XXX) XXX-XXXX** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**

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Item 3D

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3D**
PLANNING COMMITTEE		**DATE SUBMITTED**	**6/09/14**
FINANCE COMMITTEE		**MEETING DATE**	**6/18/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014 -55 – APPROVAL OF WORK AUTHORIZATION NUMBER 1 TO PROFESSIONAL SERVICES AGREEMENT WITH QUINTANILLA, HEADLEY & ASSOCIATES TO PROVIDE PARCEL PLATS AND DESCRIPTIONS FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Approval Work Authorization Number 1 to Professional Service Agreement with Quintanilla, Headley & Associates to provide parcel tract platting for 13 parcels in the amount of $25,111.00.

3. Policy Implication: Board Policy, Local Government, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: X Yes ___No ___N/A Funding Source: VRF Bond

   Proposed Work Authorization No. 1:
   Parcel Tract Platting for 13 parcels within the IBTC Project $25,111.00

5. Staff Recommendation**: Motion to approve Resolution 2014-54 - Approval Work Authorization Number 1 to the Professional Service Agreement with Quintanilla, Headley & Associates to provide parcel plats and descriptions for the International Bridge Trade Corridor Project in the amount of $25,111.00**

6. Program Manager's Recommendation: **X** Approved ___Disapproved ___None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: June 9, 2014

Re: **Approval of Work Authorization Number 1 with Quintanilla, Headley & Associates for Parcel Platting for the IBTC Project**

Background

At the October 16, 2013, regular meeting, the HCRMA Board of Directors approved the use and members of the Technical Committee to rate, rank and recommend a short list for Engineering, Surveying and Geotechnical services for the International Bridge Trade Corridor (IBTC) Project.

At the November 20, 2013, regular meeting, the HCRMA Board of Directors authorized staff to negotiate professional service agreements with the following firms:

Halff Associates
RODS Surveying
Quintanilla, Headley & Associates
Land Tech Consultants
R. Gutierrez Professional Engineers
Melden & Hunt Consultants
DOS Land Surveying
SAMES Engineering & Surveying
Bain Medina Bain
ROW Surveying Services
Fulcrum Consulting Services

Additionally, on March 19, 2014, the Board of Directors authorized early acquisition of right of way for the International Bridge Trade Corridor Project as part of the Agreed Order between ETT – Cross Valley Project and the HCRMA.

Goal

Staff is proposing Work Authorization No. 1 to provide parcel platting for 13 tracts within the International Bridge Trade Corridor Project. The work is necessary to acquire the right of way agreed upon by the HCRMA and ETT.

Work Authorization No. 1 is proposed to perform the work in the amount of $25,111.00.

Options

Work Authorization No. 1 may be disapproved by the Board of Directors.

Recommendation

Based on review by this office, **approval of Resolution 2014-54 – Approval of Work Authorization No. 1 to the Professional Service agreement with Quintanilla, Headley & Associates to provide parcel plats and descriptions for the International Bridge Trade Corridor Project in the amount of $25,111.00 is recommended.**

If you should have any questions or require additional information, please advise.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 55

APPROVAL OF WORK AUTHORIZATON NUMBER 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH QUINTANILLA, HEADLEY & ASSOCIATES TO PREPARE PARCEL PLATS AND DESCRIPTIONS FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT

THIS RESOLUTION is adopted this 18th day of June, 2014 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, Resolution 2013-41 authorized the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bride Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms to establish a surveying pool for the project; and

WHEREAS, on November 20, 2014, the Board of Directors authorized staff to negotiate professional services agreements with Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services; and

WHEREAS, on June 18, 2014, the Authority awarded professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, staff has negotiated Work Authorization Number 1 to the Professional Service Agreement with Quintanilla, Headley & Associates to prepare parcel plats and descriptions for 13 parcels as part of the International Bridge Trade Corridor Project; and

WHEREAS, the Authority had determined it is necessary to approve Work Authorization Number 1 to the Professional Service Agreement with Quintanilla, Headley & Associates to prepare 13 parcel plats and descriptions in the amount of $25,111.00;

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Work Authorization Number 1 to the Professional Service Agreements for Surveying Services with Quintanilla, Headley & Associates, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Work Authorization Number 1 to the Professional Services Agreement for Surveying Services with Quintanilla, Headley & Associates as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 18th day of June, 2014, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

Exhibit A

Work Authorization Number 1
to
Professional Service Agreements
with
Quintanilla, Headley & Associates
for
Surveying Services
for the
International Bridge Trade Corridor

WORK AUTHORIZATION NO. 1

ATTACHMENT D-1

WORK AUTHORIZATION NO. 1
AGREEMENT FOR SURVEYING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Surveying Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Quintanilla, Headley and Associates, Inc. (the Surveyor).

PART I. The Surveyor will perform surveying services generally described as in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the Authority and the Surveyor as well as the work schedule are further detailed in Exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is total $25,111.00 (Exhibit B-1 $11,456.00 and Exhibit B-2 $13,660.00) and the method of payment is **Lump Sum**, as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Surveyor's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

PART III. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with Articles III thru V of the Agreement, and Attachment A, Section 1.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on August 1, 2014, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under "Article V of that certain Professional Services Agreement for Surveying Services for INTERNATIONAL BRIDGE TRADE CORRIDOR Segment 0010 project from the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Alfonso Quintanilla	_____
(Printed Name)	(Printed Name)
President	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

Exhibit A	Services to be provided by the Authority
Exhibit B	Services to be provided by the Surveyor
Exhibit B-1/B-2	Parcels to be Surveyed
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget
Exhibit H-2	Subprovider Monitoring System Commitment Agreement

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

Project Map.

ROW Map – ROW widths, other land, ownership, survey information.

Ownership information of adjacent tracts.

Intersecting ROW information, documentation, construction plans of existing utilities if available.

Construction plans of existing facilities if available.

Intended use of the survey and required form of deliverables, files required, etc.

Accuracy required and method of display.

Horizontal and vertical datum upon where the survey should be based (if varies from TxDOT).

Research on subject tracts/parcel ownership aerial photographs.

Title Reports for Parent \ Ownership Tracts within Project

Boundary survey, (data files) of Original Survey Lines Subdivision, and Parent Tracts within Project. Includes found monumentation.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

7.0 Right of Way Mapping and Parcel Tract Platting

Preparation of maps, plats, legal descriptions and all documents for the Final ROW Acquisition and monumenting of final Right of Way and Parcels.

Definitions and Concepts for use in this context and derived from the TxDOT and HCRMA Survey Manuals.

Parent Tracts are defined by contiguous ownership, i.e.:

… any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership.
… any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership and not divided by a public way, separate ownership or platted as a subdivision.
… any tract of land comprised of contiguous lots in a platted subdivision under a single ownership.

Parcels are defined and created by ownership and unity of use and are the actual real properties, or tracts, to be acquired by the HCRMA, whether through purchase, donation, or exchange.

… If a Parent Tract of contiguous properties has a unity of use, then two or more properties may be combined into one parcel.

… If a Parent Tract of contiguous properties does not have unity of use, then each property is a separate parcel.

… If a Parent Tract has different and discrete land use areas, then each land use area must be partitioned into separate parcels with a unique number. A Parcel, therefore, does not necessarily have a one-to-one correspondence to the property lines of the parent tract.

… if a Parent Tract is divided or severed by public ways or by separate ownership and does NOT have common underlying ownership then each property must be partitioned into separate parcels with a unique number.

… if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership but does NOT have unity of use then each property must be partitioned into separate parcels with a unique number.

… if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership and DOES have unity of use then each property may be partitioned into ONE Parcel and sub-partitioned into separate PARTS.

Limits for this service:

For the IBTC Project from the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493, and within the area described in Exhibit B-1.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

7.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
HCRMA	QHA	~~7.1.1~~	~~Contact and Coordinate with HCRMA for…~~ • ~~FINAL and APPROVED ROW FOOTPRINT prepared by HCRMA Design Engineers. (See Attachment C.4 – Detailed Scope of Services for Boundary Survey).~~ • ~~Any other information or data completed on the project to this point, i.e., final approved schematic, Planimetric Map of Project in MicroStation compatible format, Horizontal and Vertical projection, grid system and datum upon where the survey should be based and all other data the HCRMA has on hand.~~
HCRMA	QHA	~~7.1.2~~	~~Deliver "Abstracts of Title" or "Title Reports" of Parent Tracts prepared by Title Co.~~
HCRMA	QHA	~~7.1.3~~	~~Deliver HCRMA survey monument caps (if applicable)~~
HCRMA	QHA	~~7.1.4~~	~~Review of the HCRMA Survey Manuel and Right of Way requirements and discuss…~~ • ~~Parcel creation and numbering Requirements.~~ ~~The methodology of numbering ROW parcels must be correct and consistent to avoid problems in the appraisal process or with record maintenance through the ROW information system. Communicate regularly with the HCRMA for uniformity of Parcel creation methodology.~~ • ~~ROW MAP Requirements.~~ • ~~Parcel Plats and Parcel Descriptions Requirements.~~

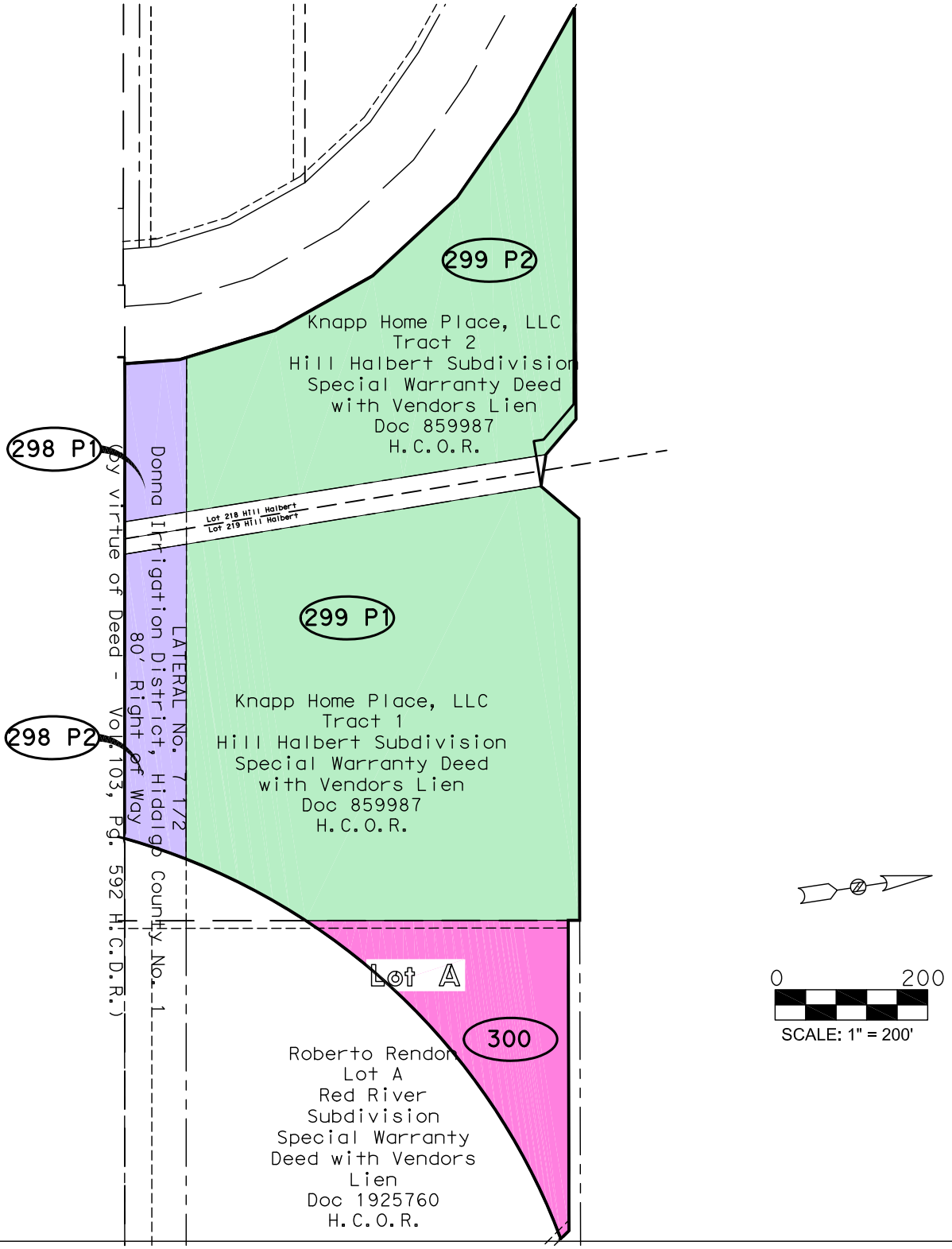
7.2 Field Work Tasks.

To be provided by:			
	QHA	~~7.2.1~~	~~Monument the final project ROW lines…~~ • ~~Set a 5/8" diameter x 24" long rebar, capped with an "HCRMA ROW" aluminum disk along the ROW lines at all corners, angle points, and points of curvature and tangency.~~
	QHA	7.2.2	Monument Parcel corners… • Set 5/8" diameter x 18" long rebar, capped with an "HCRMA ROW" aluminum disk along ROW lines • Set 1/2'' diameter x 18" long rebar, capped with an appropriate cap bearing identification of the sub consultant Surveyor on interior corners (corners inside the taking)
	QHA	7.2.3	Verify that all planimetric features of existing topo and planimetrics within the staked parcel are current. • Exercise special care in observing both structure and aerial encroachments such as overhead electric and telephone lines with cross-arms.

7.3 Office Work / Delivery Preparation Tasks

To be provided by:						
	QHA	7.3.1	Analyze, define and create final Parcels and Parcel numbering plan. • See Parcel creation definition above.			
	QHA	~~7.3.2~~	~~Update existing Planimetric map with any new or missing features or encroachments.~~			
	QHA	~~7.3.3~~	~~Prepare and Create ROW MAP including…~~ ~~• Title Sheet~~ ~~• Parcel Index Sheet~~ ~~• Control Sheet~~ ~~○ (BMs set as per Attachment C.8 – Detailed scope of Service for Construction Staking will be the control on this sheet)~~ ~~• Plan Sheets~~			
	QHA	7.3.4	Prepare and create PARCEL PLATS and DESCRIPTIONS • Prepare survey plats and metes and bounds descriptions as per HCRMA requirements for each Acquisition Parcel. • Specific Parcels and Tracts will be: ○ Parcels: 298 P1, 298 P2, 299P1, 299P2, 300 ○ Also 40ft Roadway between 299 P1 and 299 P2			
	QHA	7.3.5	Prepare and create PARCEL PLATS and DESCRIPTIONS • Prepare survey plats and metes and bounds descriptions as per HCRMA requirements for each Acquisition Parcel. • Specific Parcels and Tracts will be: ○ Parcels: 236-268 ○ Parcel Tracts: T 25			

EXHIBIT B-1



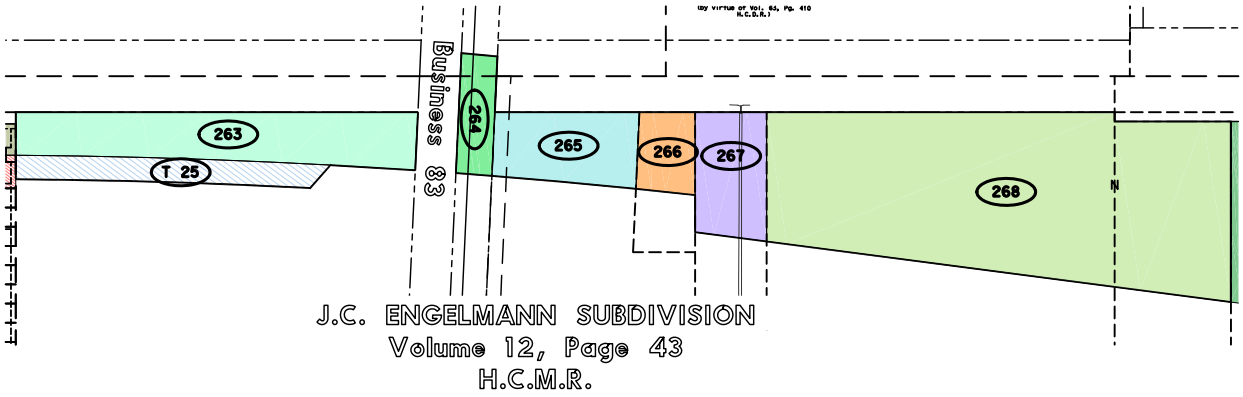
ARANDA AND ASSOCIATES, INC.

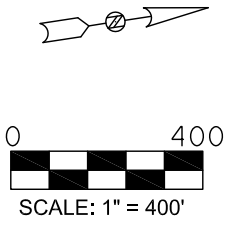
LAND SURVEYING AND MAPPING COMPANY

1552 DOVE AVENUE, McALLEN, TEXAS78504

PH: 956-631-0944/FAX: 956-631-0992/www.arandaworld.com

EXHIBIT B-1





ARANDA AND ASSOCIATES, INC.
LAND SURVEYING AND MAPPING COMPANY
1552 DOVE AVENUE, McALLEN, TEXAS78504
PH: 956-631-0944/FAX: 956-631-0992/www.arandaworld.com

EXHIBIT C
WORK SCHEDULE

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
Consulting Engineers * Land Surveyors
Alfonso Quintanilla, P.E. # 95534 R.P.L.S. # 4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects * Subdivisions * Surveys
124 E. Stubbs, Edinburg, Texas 78539
Phone 956/381-0480 Fax 956/381-0527
Email: office@qhengineering.com
www.qhengineering.com

IBTC SURVEY SERVICES

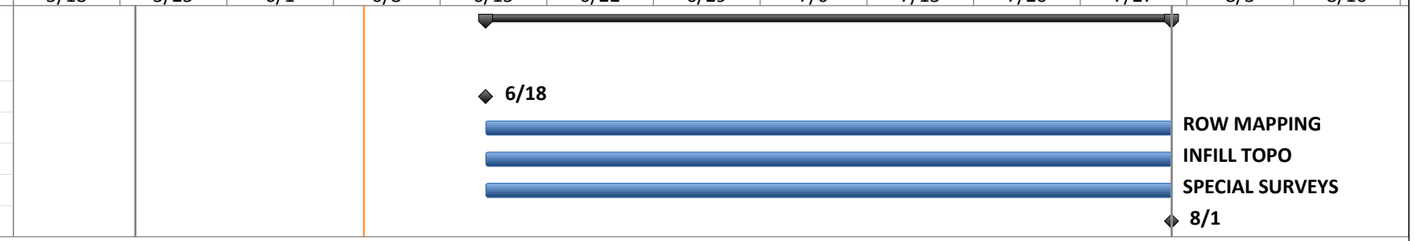
FROM THE INTERCHANGE WITH SH365 TO I-2

AND FROM THE VALLEY VIEW INTERCHANGE TO FM 493

EXHIBIT C WORK SCHEDULE

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

ID	Task Name	Duration	Start	Finish
1	**IBTC SURVEY CONTRACT (EXHIBIT B1 - B2)**	**33 days**	**Wed 6/18/14**	**Fri 8/1/14**
2	CONTRACT EXECUTED	0 days	Wed 6/18/14	Wed 6/18/14
3	ROW MAPPING	33 days	Wed 6/18/14	Fri 8/1/14
4	INFILL TOPO	33 days	Wed 6/18/14	Fri 8/1/14
5	SPECIAL SURVEYS	33 days	Wed 6/18/14	Fri 8/1/14
6	CONTRACT COMPLETE	0 days	Fri 8/1/14	Fri 8/1/14



Project: IBTC Survey Schedule
Date: Tue 6/10/14

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Progress	
Milestone		External Milestone		Manual Task		Start-only			
Summary		Inactive Task		Duration-only		Finish-only			

EXHIBIT D
FEE SCHEDULE BUDGET

Quintanilla, Headley and Associates, Inc.
Survey Services for the HCRMA
WA No. 1
Schedule Duration: June 18, 2014 to August 1, 2014

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Work Authorization No. 1
IBTC Surveying Services - Exhibit B-1
LIMITS: From the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493 (As-Assigned by the HCRMA)

SURVEY SERVICES DESCRIPTION	Principal / Sr. Manager / Senior survey Manager	Project Surveyor (RPLS)	Senior Survey Tech / SIT	Survey Technician	CADD Operator	Clerical / Admin.	Abstractor	1-Person Survey Crew	2-Person Survey Crew	3-Person Survey Crew	4-Person Survey Crew	Total Labor Hrs.	Remarks	Task Cost
Section 7 Parcel surveys (Exhibit B-2)														
Parcels: 298 P1, 298 P2, 300, 40ft Roadway between 299 P1 and 299 P2														
Coordination, Admin, Research and Abstracting	3	8										11		$ 1,800.00
Field Work		4	0							32		36		$ 5,976.00
Office Work / Delivery Preparation	3	2		10	20	8	5					48		$ 3,675.00
Subtotal	**6**	**14**	**0**	**10**	**20**	**8**	**5**	**0**	**0**	**32**	**0**	**95**		**$ 11,451.00**
Total Manhours by Classification	**6**	**14**	**0**	**10**	**20**	**8**	**5**	**0**	**0**	**32**		**95**		
Contract Hourly Rate by Classification	$ 200.00	$ 150.00	$ 105.00	$ 75.00	$ 65.00	$ 50.00	$ 65.00	$ 80.00	$ 130.00	$ 168.00	$ 198.00			
Total Fee by Classification	$ 1,200.00	$ 2,100.00	$ -	$ 750.00	$ 1,300.00	$ 400.00	$ 325.00	$ -	$ -	$ 5,376.00	$ -	$ 11,451.00		
% Utilization by Over 6 months	**0.58%**	**1.35%**	**0.00%**	**0.96%**	**1.93%**	**0.77%**	**0.48%**	**0.00%**	**0.00%**				**CHECK (MHRs): 95**	
% of Total Labor Hours	**6.32%**	**14.74%**	**0.00%**	**10.53%**	**21.05%**	**8.42%**	**5.26%**	**0.00%**	**0.00%**			**100.00%**	**CHECK (LABOR):**	
% of Total Labor Cost	**10.48%**	**18.34%**	**0.00%**	**6.55%**	**11.35%**	**3.49%**	**2.84%**	**0.00%**	**0.00%**			**100.00%**	**$ 11,451.00**	
TOTAL DIRECT LABOR COST														**$ 11,451.00**
DIRECT EXPENSES	**Rate**	**Unit**	**Amount**	**Total**										
Mileage	$ 0.56	Mile	0	$ -									$ -	
Photocopies	$ 0.10	Sheet	0	$ -									$ -	
Blueline/Blackline Prints	$ 2.00	Sheet	0	$ -									$ -	
Deed/Copies	$ 1.00	Sheet	0	$ -									$ -	
Certified Deed Copies	$ 2.00	Sheet	0	$ -									$ -	
Mylar (11x17)	$ 3.00	Sheet	0	$ -									$ -	
Mylar (22x34)	$ 6.00	Sheet	0	$ -									$ -	
TOTAL DIRECT EXPENSES				$ -										$ -
SPECIAL SERVICES FEE (SUBCONSULTANTS)														**DBE Participation 0.00%**
Name	**Task(s) Summary**													
TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS)														**$ -**
GRAND TOTAL														**$ 11,451.00**

Quintanilla, Headley and Associates, Inc.
Survey Services for the HCRMA
WA No. 1
Schedule Duration: June 18, 2014 to August 1, 2014

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Work Authorization No. 1
IBTC Surveying Services - Exhibit B-2
LIMITS: From the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493 (As-Assigned by the HCRMA)

SURVEY SERVICES DESCRIPTION	Principal / Sr. Manager / Senior survey Manager	Project Surveyor (RPLS)	Senior Survey Tech / SIT	Survey Technician	CADD Operator	Clerical / Admin.	Abstractor	1-Person Survey Crew	2-Person Survey Crew	3-Person Survey Crew	4-Person Survey Crew	Total Labor Hrs.	Remarks	Task Cost
Section 7 Parcel Surveys (Exhibit B-2)														
Parcels: 236-268, T 25														
Coordination, Admin, Research and Abstracting	1	1					16					18		$ 1,390.00
Field Work	2	1							40			43		$ 5,750.00
Office Work / Delivery Preparation	2	5	0	28	28							63		$ 5,070.00
Quality Assurance / Quality Control Review	2	7										9		$ 1,450.00
Subtotal	**7**	**14**	**0**	**28**	**28**	**0**	**16**	**0**	**40**	**0**	**0**	**133**		**$ 13,660.00**
Total Manhours by Classification	**7**	**14**	**0**	**28**	**28**	**0**	**16**	**0**	**40**	**0**	**0**	**133**		
Contract Hourly Rate by Classification	$ 200.00	$ 150.00	$ 105.00	$ 75.00	$ 65.00	$ 50.00	$ 65.00	$ 80.00	$ 130.00	$ 168.00	$ 198.00			
Total Fee by Classification	$ 1,400.00	$ 2,100.00	$ -	$ 2,100.00	$ 1,820.00	$ -	$ 1,040.00	$ -	$ 5,200.00	$ -	$ -	$ 13,660.00		
% Utilization by Over 6 months	**0.67%**	**1.35%**	**0.00%**	**2.70%**	**2.70%**	**0.00%**	**1.54%**	**0.00%**	**3.85%**				**CHECK (MHRs): 133**	
% of Total Labor Hours	**5.26%**	**10.53%**	**0.00%**	**21.05%**	**21.05%**	**0.00%**	**12.03%**	**0.00%**	**30.08%**			**100.00%**	**CHECK (LABOR):**	
% of Total Labor Cost	**10.25%**	**15.37%**	**0.00%**	**15.37%**	**13.32%**	**0.00%**	**7.61%**	**0.00%**	**38.07%**			**100.00%**	**$ 13,660.00**	
TOTAL DIRECT LABOR COST														**$ 13,660.00**

DIRECT EXPENSES	Rate	Unit	Amount	Total	Remarks
Mileage	$ 0.56	Mile	0	$ -	$ -
Lodging/Hotel (Current State Rate)	$ 83.00	Person/Night	0	$ -	$ -
Meals (Current State Rate)	$ 46.00	Person/Day	0	$ -	$ -
Photocopies	$ 0.10	Sheet	0	$ -	$ -
Blueline/Blackline Prints	$ 2.00	Sheet	0	$ -	$ -
Deed/Copies	$ 1.00	Sheet	0	$ -	$ -
Certified Deed Copies	$ 2.00	Sheet	0	$ -	$ -
Map Recors	$ 8.00	Page	0	$ -	$ -
Mylar (11x17)	$ 3.00	Sheet	0	$ -	$ -
Mylar (22x34)	$ 6.00	Sheet	0	$ -	$ -
GPS Receiver	$ 31.35	Hour	0	$ -	$ -
Sub-Bottom Profiler	$ 100.00	Day	0	$ -	$ -
Fathometer	$ 200.00	Day	0	$ -	$ -
Flashing Arrow Board	$ 35.00	Hour	0	$ -	$ -
Type II ROW Marker	$ 25.63	Marker	0	$ -	$ -
Boat with Motor	$ 125.00	Day	0	$ -	$ -
24' Crew Boat	$ 400.00	Day	0	$ -	$ -
All Terrain Vehicle	$ 200.00	Day	0	$ -	$ -
TOTAL DIRECT EXPENSES				$ -	**$ -**

SPECIAL SERVICES FEE (SUBCONSULTANTS)		DBE Participation 0.00%
Name	**Task(s) Summary**	
TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS)		**$ -**
GRAND TOTAL		**$ 13,660.00**

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). ***NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.***

Contract #: _____ Assigned Goal: 0.0% Prime Provider Quintanilla, Headley and Associates, Inc.

Work Authorization (WA)#: 1 WA Amount: **$25,111.00** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Survey	**$25,111.00**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: Quintanilla, Headley and Associates, Inc. **Address: 124 E. Stubbs** **Edinburg, Tx 78539** **VID Number: 17426481671** **PH: (956) 381-6480; FX: ( ) -** **Email: alfonsoq@qhaengineering.com**	**Name:** Alfonso Quintanilla ***(Please Print)*** **Title:** President **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name: CVQ Land Surveyors, LLC** **VID Number: 12601525863** **Address: 517 Beaumont St., McAllen, Texas 78501** **PH: (956) 618-1551; FX: (956) 618-1547** **Email: cvq@cvqls.com**	**Name:** Carlos Vasquez ***(Please Print)*** **Title:** President **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH: ; FX:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**

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Item 3E

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3E**
PLANNING COMMITTEE		**DATE SUBMITTED**	**6/09/14**
FINANCE COMMITTEE		**MEETING DATE**	**6/18/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014 -56 – APPROVAL OF WORK AUTHORIZATION NUMBER 1 TO PROFESSIONAL SERVICES AGREEMENT WITH R. GUTIERREZ ENGINEERING TO PROVIDE PARCEL PLATS AND DESCRIPTIONS FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Approval Work Authorization Number 1 to Professional Service Agreement with R. Gutierrez Engineering to provide parcel tract platting for 49 parcels in the amount of $75,560.00.

3. Policy Implication: Board Policy, Local Government, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: X Yes ___No ___N/A Funding Source: VRF Bond

   Proposed Work Authorization No. 1:
   Parcel Tract Platting for 49 parcels within the IBTC Project $75,560.00

5. Staff Recommendation**: Motion to approve Resolution 2014-56 - Approval Work Authorization Number 1 to the Professional Service Agreement with R. Gutierrez Engineering to provide parcel plats and descriptions for the International Bridge Trade Corridor Project in the amount of $75,760.00**

6. Program Manager's Recommendation: **X** Approved ___Disapproved ___None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: June 9, 2014

Re: **Approval of Work Authorization Number 1 with R. Gutierrez Engineering for Parcel Platting for the IBTC Project**

Background

At the October 16, 2013, regular meeting, the HCRMA Board of Directors approved the use and members of the Technical Committee to rate, rank and recommend a short list for Engineering, Surveying and Geotechnical services for the International Bridge Trade Corridor (IBTC) Project.

At the November 20, 2013, regular meeting, the HCRMA Board of Directors authorized staff to negotiate professional service agreements with the following firms:

Halff Associates
RODS Surveying
Quintanilla, Headley & Associates
Land Tech Consultants
R. Gutierrez Professional Engineers
Melden & Hunt Consultants
DOS Land Surveying
SAMES Engineering & Surveying
Bain Medina Bain
ROW Surveying Services
Fulcrum Consulting Services

Additionally, on March 19, 2014, the Board of Directors authorized early acquisition of right of way for the International Bridge Trade Corridor Project as part of the Agreed Order between ETT – Cross Valley Project and the HCRMA.

Goal

Staff is proposing Work Authorization No. 1 to provide parcel platting for 49 tracts within the International Bridge Trade Corridor Project. The work is necessary to acquire the right of way agreed upon by the HCRMA and ETT.

Work Authorization No. 1 is proposed to perform the work in the amount of $75,560.00.

Options

Work Authorization No. 1 may be disapproved by the Board of Directors.

Recommendation

Based on review by this office, **approval of Resolution 2014-56 – Approval of Work Authorization No. 1 to the Professional Service agreement with R. Gutierrez Engineering to provide parcel plats and descriptions for the International Bridge Trade Corridor Project in the amount of $75,560.00 is recommended.**

If you should have any questions or require additional information, please advise.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 56

APPROVAL OF WORK AUTHORIZATON NUMBER 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH R GUTIERREZ ENGINEERING TO PREPARE PARCEL PLATS AND DESCRIPTIONS FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT

THIS RESOLUTION is adopted this 18th day of June, 2014 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, Resolution 2013-41 authorized the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bride Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms to establish a surveying pool for the project; and

WHEREAS, on November 20, 2014, the Board of Directors authorized staff to negotiate professional services agreements with Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services; and

WHEREAS, on June 18, 2014, the Authority awarded professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, staff has negotiated Work Authorization Number 1 to the Professional Service Agreement with R Gutierrez Engineering to prepare parcel plats and descriptions for 49 parcels as part of the International Bridge Trade Corridor Project; and

WHEREAS, the Authority had determined it is necessary to approve Work Authorization Number 1 to the Professional Service Agreement with R Gutierrez Engineering to prepare 49 parcel plats and descriptions in the amount of $75,560.00;

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Work Authorization Number 1 to the Professional Service Agreements for Surveying Services with R Gutierrez Engineering, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Work Authorization Number 1 to the Professional Services Agreement for Surveying Services with R Guiterrez Engineering as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 18th day of June, 2014, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

Exhibit A

Work Authorization Number 1
to
Professional Service Agreements
with
R Gutierrez Engineering
for
Surveying Services
for the
International Bridge Trade Corridor

WORK AUTHORIZATION NO. 1

ATTACHMENT D-1

WORK AUTHORIZATION NO. 1
AGREEMENT FOR SURVEYING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Surveying Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and R. Gutierrez Corporation (the Surveyor).

PART I. The Surveyor will perform surveying services generally described as in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the Authority and the Surveyor as well as the work schedule are further detailed in Exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is a total of $75,568.00 (Exhibit B-1 - $36,040.00 and Exhibit B-2 -$39,528.00) and the method of payment is **Lump Sum**, as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Surveyor's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

PART III. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with Articles III thru V of the Agreement, and Attachment A, Section 1.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on August 1, 2014, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under "Article V of that certain Professional Services Agreement for Surveying Services for International Bridge Trade Corridor (IBTC) Segment 0010 project from the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Ramiro Gutierrez	_____
(Printed Name)	(Printed Name)
President	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

Exhibit A	Services to be provided by the Authority
Exhibit B	Services to be provided by the Surveyor
Exhibit B-1/B-2	Parcels to be Surveyed
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget
Exhibit H-2	Subprovider Monitoring System Commitment Agreement

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

Project Map.

ROW Map – ROW widths, other land, ownership, survey information.

Ownership information of adjacent tracts.

Intersecting ROW information, documentation, construction plans of existing utilities if available.

Construction plans of existing facilities if available.

Intended use of the survey and required form of deliverables, files required, etc.

Accuracy required and method of display.

Horizontal and vertical datum upon where the survey should be based (if varies from TxDOT).

Research on subject tracts/parcel ownership aerial photographs.

Title Reports for Parent \ Ownership Tracts within Project

Boundary survey, (data files) of Original Survey Lines Subdivision, and Parent Tracts within Project. Includes found monumentation.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

7.0 Right of Way Mapping and Parcel Tract Platting

Preparation of maps, plats, legal descriptions and all documents for the Final ROW Acquisition and monumenting of final Right of Way and Parcels.

Definitions and Concepts for use in this context and derived from the TxDOT and HCRMA Survey Manuals.

Parent Tracts are defined by contiguous ownership, i.e.:

… any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership.
… any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership and not divided by a public way, separate ownership or platted as a subdivision.
… any tract of land comprised of contiguous lots in a platted subdivision under a single ownership.

Parcels are defined and created by ownership and unity of use and are the actual real properties, or tracts, to be acquired by the HCRMA, whether through purchase, donation, or exchange.

… If a Parent Tract of contiguous properties has a unity of use, then two or more properties may be combined into one parcel.

… If a Parent Tract of contiguous properties does not have unity of use, then each property is a separate parcel.

… If a Parent Tract has different and discrete land use areas, then each land use area must be partitioned into separate parcels with a unique number. A Parcel, therefore, does not necessarily have a one-to-one correspondence to the property lines of the parent tract.

… if a Parent Tract is divided or severed by public ways or by separate ownership and does NOT have common underlying ownership then each property must be partitioned into separate parcels with a unique number.

… if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership but does NOT have unity of use then each property must be partitioned into separate parcels with a unique number.

… if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership and DOES have unity of use then each property may be partitioned into ONE Parcel and sub-partitioned into separate PARTS.

Limits for this service:

For the IBTC Project from the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493, and within the area described in Exhibit B-1.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

7.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:			
HCRMA	R. Gutierrez Corp.	~~7.1.1~~	~~Contact and Coordinate with HCRMA for…~~ • ~~FINAL and APPROVED ROW FOOTPRINT prepared by HCRMA Design Engineers. (See Attachment C.4 – Detailed Scope of Services for Boundary Survey).~~ • ~~Any other information or data completed on the project to this point, i.e., final approved schematic, Planimetric Map of Project in MicroStation compatible format, Horizontal and Vertical projection, grid system and datum upon where the survey should be based and all other data the HCRMA has on hand.~~
HCRMA	R. Gutierrez Corp.	~~7.1.2~~	~~Deliver "Abstracts of Title" or "Title Reports" of Parent Tracts prepared by Title Co.~~
HCRMA	R. Gutierrez Corp.	~~7.1.3~~	~~Deliver HCRMA survey monument caps (if applicable)~~
HCRMA	R. Gutierrez Corp.	~~7.1.4~~	~~Review of the HCRMA Survey Manuel and Right of Way requirements and discuss…~~ • ~~Parcel creation and numbering Requirements.~~ ~~The methodology of numbering ROW parcels must be correct and consistent to avoid problems in the appraisal process or with record maintenance through the ROW information system. Communicate regularly with the HCRMA for uniformity of Parcel creation methodology.~~ • ~~ROW MAP Requirements.~~ • ~~Parcel Plats and Parcel Descriptions Requirements.~~

7.2 Field Work Tasks.

To be provided by:			
	R. Gutierrez Corp.	~~7.2.1~~	~~Monument the final project ROW lines…~~ • ~~Set a 5/8" diameter x 24" long rebar, capped with an "HCRMA ROW" aluminum disk along the ROW lines at all corners, angle points, and points of curvature and tangency.~~
	R. Gutierrez Corp.	7.2.2	Monument Parcel corners… • Set 5/8" diameter x 18" long rebar, capped with an "HCRMA ROW" aluminum disk along ROW lines • Set 1/2'' diameter x 18" long rebar, capped with an appropriate cap bearing identification of the sub consultant Surveyor on interior corners (corners inside the taking)
	R. Gutierrez Corp.	7.2.3	Verify that all planimetric features of existing topo and planimetrics within the staked parcel are current. • Exercise special care in observing both structure and aerial encroachments such as overhead electric and telephone lines with cross-arms.

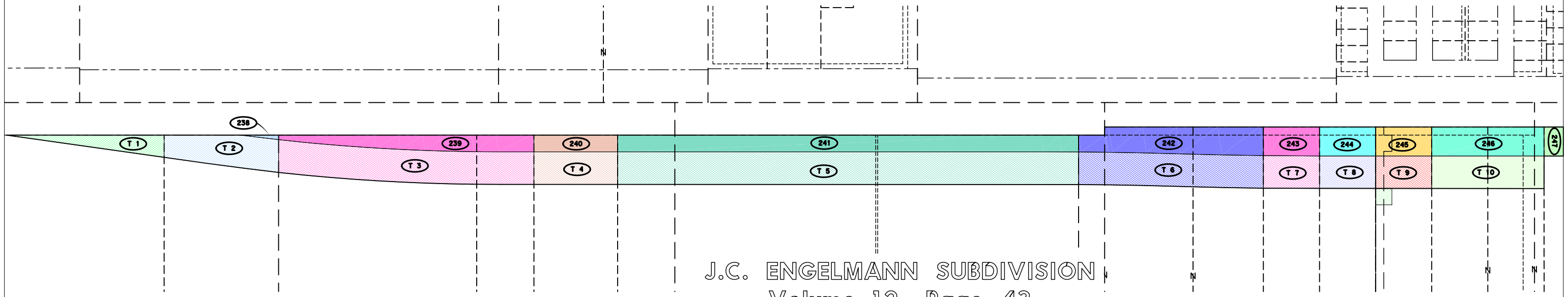
7.3 Office Work / Delivery Preparation Tasks

To be provided by:					
	R. Gutierrez Corp.	7.3.1	Analyze, define and create final Parcels and Parcel numbering plan. • See Parcel creation definition above.		
	R. Gutierrez Corp.	~~7.3.2~~	~~Update existing Planimetric map with any new or missing features or encroachments.~~		
	R. Gutierrez Corp.	~~7.3.3~~	~~Prepare and Create ROW MAP including…~~ ~~• Title Sheet~~ ~~• Parcel Index Sheet~~ ~~• Control Sheet~~ ~~o (BMs set as per Attachment C.8 – Detailed scope of Service for Construction Staking will be the control on this sheet)~~ ~~• Plan Sheets~~		
	R. Gutierrez Corp.	7.3.4	Prepare and create PARCEL PLATS and DESCRIPTIONS • Prepare survey plats and metes and bounds descriptions as per HCRMA requirements for each Acquisition Parcel. • Specific Parcels and Tracts will be o Parcels: 238-247 o Tracts T1-T10 o See Exhibit B1		

	R. Gutierrez Corp.	7.3.5	Prepare and create PARCEL PLATS and DESCRIPTIONS • Prepare survey plats and metes and bounds descriptions as per HCRMA requirements for each Acquisition Parcel. • Specific Parcels and Tracts will be o Parcels: 248-262 o Tracts T11-T24 o See Exhibit B2		

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

EXHIBIT B-1



J.C. ENGELMANN SUBDIVISION
Volume 12, Page 43
H.C.M.R.

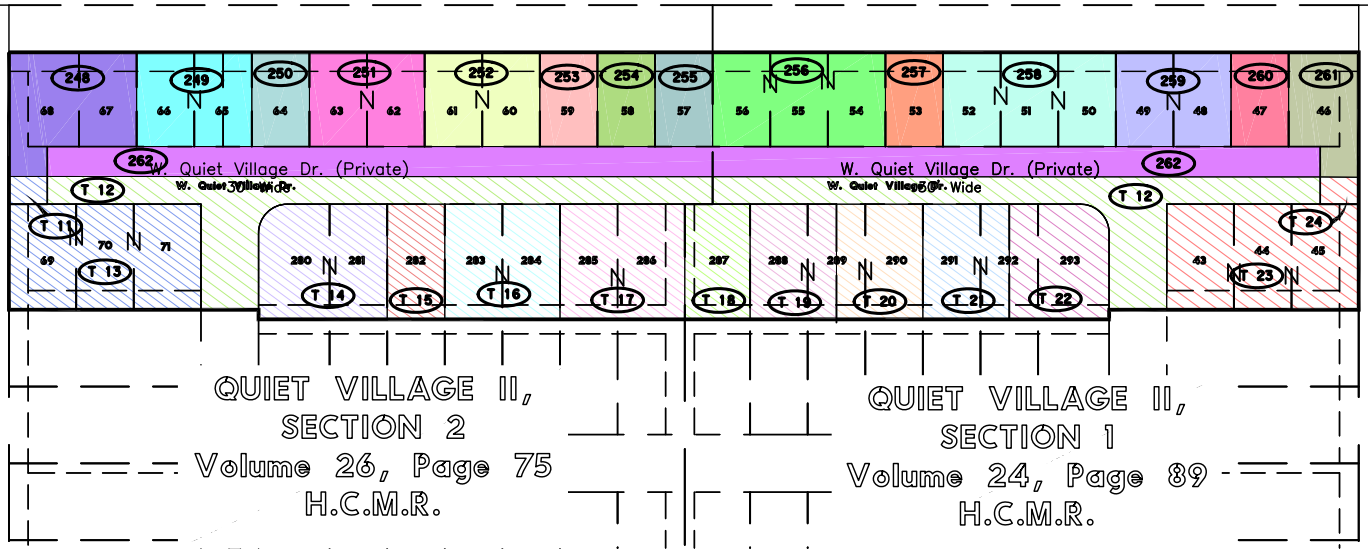
N

0 300

SCALE: 1" = 300'

ARANDA AND ASSOCIATES, INC.
LAND SURVEYING AND MAPPING COMPANY
1552 DOVE AVENUE, McALLEN, TEXAS78504
PH: 956-631-0944/FAX: 956-631-0992/www.arandaworld.com

EXHIBIT B-1



0 100

SCALE: 1" = 100'

ARANDA AND ASSOCIATES, INC.

LAND SURVEYING AND MAPPING COMPANY

1552 DOVE AVENUE, McALLEN, TEXAS78504

PH: 956-631-0944/FAX: 956-631-0992/www.arandaworld.com

EXHIBIT C
WORK SCHEDULE

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956-782-2557 • (FAX) 956-782-2558
Engineering Firm F - 486 • Surveying Firm #101650-00

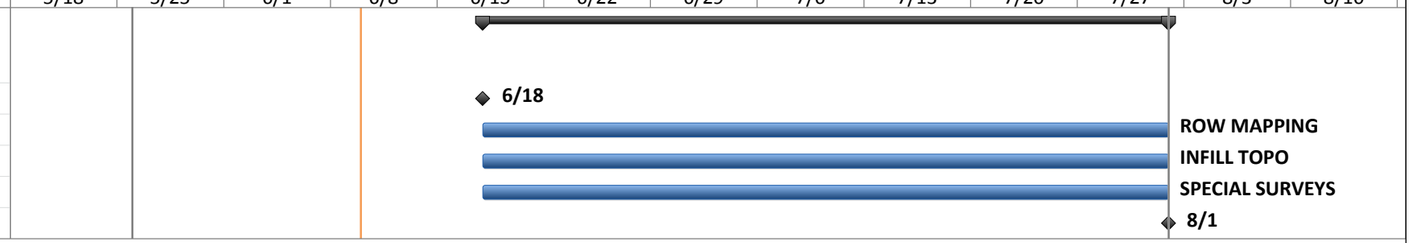
IBTC SURVEY SERVICES

FROM THE INTERCHANGE WITH SH365 TO I-2
AND FROM THE VALLEY VIEW INTERCHANGE TO FM 493

EXHIBIT C WORK SCHEDULE

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

ID	Task Name	Duration	Start	Finish
1	**IBTC SURVEY CONTRACT (EXHIBIT B1 - B2)**	**33 days**	**Wed 6/18/14**	**Fri 8/1/14**
2	CONTRACT EXECUTED	0 days	Wed 6/18/14	Wed 6/18/14
3	ROW MAPPING	33 days	Wed 6/18/14	Fri 8/1/14
4	INFILL TOPO	33 days	Wed 6/18/14	Fri 8/1/14
5	SPECIAL SURVEYS	33 days	Wed 6/18/14	Fri 8/1/14
6	CONTRACT COMPLETE	0 days	Fri 8/1/14	Fri 8/1/14



Project: IBTC Survey Schedule
Date: Tue 6/10/14

Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline			
Split	External Tasks	Inactive Summary	Manual Summary	Progress			
Milestone	External Milestone	Manual Task	Start-only				
Summary	Inactive Task	Duration-only	Finish-only				

EXHIBIT D
FEE SCHEDULE BUDGET

R. Gutierrez Engineering Corporation
Survey Services for the HCRMA
WA No. 1
Schedule Duration: June 18, 2014 to August 1, 2014

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Work Authorization No. 1
IBTC Surveying Services - Exhibit B-1
LIMITS: From the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493 (As-Assigned by the HCRMA)

SURVEY SERVICES DESCRIPTION	Principal / Sr. Manager / Senior survey Manager	Project Surveyor (RPLS)	Senior Survey Tech / SIT	Survey Technician	CADD Operator	Clerical / Admin.	Abstractor	1-Person Survey Crew	2-Person Survey Crew	3-Person Survey Crew	4-Person Survey Crew	Total Labor Hrs.	Remarks	Task Cost
Section 7 Parcel Surveys (Exhibit B-1):														
Parcels: 238-247, T1-T10														
Coordination, Admin, Research and Abstracting	4					10						14		$ 1,300.00
Field Work	2	20	10			5				80		117		$ 18,140.00
Office Work / Delivery Preparation	4	40	40	40	40							164		$ 16,600.00
Subtotal	**10**	**60**	**50**	**40**	**40**	**15**	**0**	**0**	**0**	**80**	**0**	**295**		**$ 36,040.00**
Total Manhours by Classification	**10**	**60**	**50**	**40**	**40**	**15**	**0**	**0**	**0**	**80**		**295**		
Contract Hourly Rate by Classification	$ 200.00	$ 150.00	$ 105.00	$ 75.00	$ 65.00	$ 50.00	$ 65.00	$ 80.00	$ 130.00	$ 168.00	$ 198.00			
Total Fee by Classification	$ 2,000.00	$ 9,000.00	$ 5,250.00	$ 3,000.00	$ 2,600.00	$ 750.00	$ -	$ -	$ -	$ 13,440.00		**$ 36,040.00**		
													CHECK (MHRs):	
% Utilization by Over 6 months	**0.96%**	**5.78%**	**4.82%**	**3.85%**	**3.85%**	**1.45%**	**0.00%**	**0.00%**	**0.00%**				**215**	
% of Total Labor Hours	**3.39%**	**20.34%**	**16.95%**	**13.56%**	**13.56%**	**5.08%**	**0.00%**	**0.00%**	**0.00%**			**100.00%**	**CHECK (LABOR):**	
% of Total Labor Cost	**5.55%**	**24.97%**	**14.57%**	**8.32%**	**7.21%**	**2.08%**	**0.00%**	**0.00%**	**0.00%**			**100.00%**	**$ 36,040.00**	
TOTAL DIRECT LABOR COST														**$ 36,040.00**

DIRECT EXPENSES	Rate	Unit	Amount	Total									
Mileage	$ 0.56	Mile	0	$ -									$ -
Photocopies	$ 0.10	Sheet	0	$ -									$ -
Blueline/Blackline Prints	$ 2.00	Sheet	0	$ -									$ -
Deed/Copies	$ 1.00	Sheet	0	$ -									$ -
Certified Deed Copies	$ 2.00	Sheet	0	$ -									$ -
Mylar (11x17)	$ 3.00	Sheet	0	$ -									$ -
Mylar (22x34)	$ 6.00	Sheet	0	$ -									$ -
TOTAL DIRECT EXPENSES				$ -									**$ -**

SPECIAL SERVICES FEE (SUBCONSULTANTS)		**DBE Participation 0.00%**
Name	**Task(s) Summary**	
TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS)		**$ -**

GRAND TOTAL	**$ 36,040.00**

R. Gutierrez Engineering Corporation
Survey Services for the HCRMA
WA No. 1
Schedule Duration: June 18, 2014 to August 1, 2014

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Work Authorization No. 1
IBTC Surveying Services - Exhibit B-2
LIMITS: From the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493 (As-Assigned by the HCRMA)

SURVEY SERVICES DESCRIPTION	Principal / Sr. Manager / Senior survey Manager	Project Surveyor (RPLS)	Senior Survey Tech / SIT	Survey Technician	CADD Operator	Clerical / Admin.	Abstractor	1-Person Survey Crew	2-Person Survey Crew	3-Person Survey Crew	4-Person Survey Crew	Total Labor Hrs.	Remarks	Task Cost
Section 7 Parcel Surveys (Exhibit B-2):														
Parcels: 248-262, T11-T24														
Coordination, Admin, Research and Abstracting	10	10		8	36		20					84		$ 7,740.00
Field Work		10		50	80	10				116		266		$ 30,438.00
Office Work / Delivery Preparation		9										9		$ 1,350.00
Subtotal	**10**	**29**	**0**	**58**	**116**	**10**	**20**	**0**	**0**	**116**	**0**	**359**		**$ 39,528.00**
Total Manhours by Classification	**10**	**29**	**0**	**58**	**116**	**10**	**20**	**0**	**0**	**116**		**359**		
Contract Hourly Rate by Classification	$ 200.00	$ 150.00	$ 105.00	$ 75.00	$ 65.00	$ 50.00	$ 65.00	$ 80.00	$ 130.00	$ 168.00	$ 198.00			
Total Fee by Classification	$ 2,000.00	$ 4,350.00	$ -	$ 4,350.00	$ 7,540.00	$ 500.00	$ 1,300.00	$ -	$ -	$ 19,488.00	$ -	$ 39,528.00		
													CHECK (MHRs):	
% Utilization by Over 6 months	**0.96%**	**2.79%**	**0.00%**	**5.59%**	**11.18%**	**0.96%**	**1.93%**	**0.00%**	**0.00%**	**11.18%**	**0.00%**		**359**	
% of Total Labor Hours	**2.79%**	**8.08%**	**0.00%**	**16.16%**	**32.31%**	**2.79%**	**5.57%**	**0.00%**	**0.00%**	**32.31%**	**0.00%**	**100.00%**	**CHECK (LABOR):**	
% of Total Labor Cost	**5.06%**	**11.00%**	**0.00%**	**11.00%**	**19.08%**	**1.26%**	**3.29%**	**0.00%**	**0.00%**	**49.30%**	**0.00%**	**100.00%**	**$ 39,528.00**	
TOTAL DIRECT LABOR COST														**$ 39,528.00**
DIRECT EXPENSES	**Rate**	**Unit**	**Amount**	**Total**										
Mileage	$ 0.56	Mile	0	$ -									**$ -**	
Photocopies	$ 0.10	Sheet	0	$ -									**$ -**	
Blueline/Blackline Prints	$ 2.00	Sheet	0	$ -									**$ -**	
Deed/Copies	$ 1.00	Sheet	0	$ -									**$ -**	
Certified Deed Copies	$ 2.00	Sheet	0	$ -									**$ -**	
Mylar (11x17)	$ 3.00	Sheet	0	$ -									**$ -**	
Mylar (22x34)	$ 6.00	Sheet	0	$ -									**$ -**	
TOTAL DIRECT EXPENSES				$ -										**$ -**
SPECIAL SERVICES FEE (SUBCONSULTANTS)														**DBE Participation 0.00%**
Name	**Task(s) Summary**													
TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS)														**$ -**
GRAND TOTAL														**$ 39,528.00**

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). ***NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.***

Contract #: _____ Assigned Goal: 0.0% Prime Provider R. Gutierrez Corporation

Work Authorization (WA)#: 1 WA Amount: **$75,568.00** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Survey	**$75,568.00**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: R. Gutierrez Corporation **Address: 130 E. Park Avenue** **Pharr, Tx 78577** **VID Number: 17417379595** **PH: (956) 381-0981; FX: ( ) -** **Email: rgutierrez@rgec.net.com**	**Name:** Ramiro Gutierrez ***(Please Print)*** **Title:** President **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH: (XXX) XXX-XXXX; FX: (XXX) XXX-XXXX** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH: FX:** **Email:**	**Name:** _____ ***(Please Print)*** **Title:** _____ **Signature** **Date**

Item 3F

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3F**
PLANNING COMMITTEE		**DATE SUBMITTED**	**6/09/14**
FINANCE COMMITTEE		**MEETING DATE**	**6/18/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014 -57 – APPROVAL OF WORK AUTHORIZATION NUMBER 1 TO PROFESSIONAL SERVICES AGREEMENT WITH MELDEN & HUNT TO PROVIDE PARCEL PLATS AND DESCRIPTIONS FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___ No

   Approval Work Authorization Number 1 to Professional Service Agreement with Melden & Hunt to provide parcel tract platting for 8 parcels in the amount of $26,210.00.

3. Policy Implication: Board Policy, Local Government, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: X Yes ___ No ___ N/A Funding Source: VRF Bond

   Proposed Work Authorization No. 1:
   Parcel Tract Platting for 8 parcels within the IBTC Project $26,210.00

5. Staff Recommendation**: Motion to approve Resolution 2014-54 - Approval Work Authorization Number 1 to the Professional Service Agreement with Melden & Hunt to provide parcel plats and descriptions for the International Bridge Trade Corridor Project in the amount of $26,210.00**

6. Program Manager's Recommendation: **X** Approved ___ Disapproved ___ None

7. Planning Committee's Recommendation: ___ Approved ___ Disapproved **X** None

8. Board Attorney's Recommendation: ___ Approved ___ Disapproved **X** None

9. Chief Financial Officer's Recommendation: ___ Approved ___ Disapproved **X** None

10. Executive Director's Recommendation: **X** Approved ___ Disapproved ___ None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: June 9, 2014

Re: **Approval of Work Authorization Number 1 with Melden & Hunt for Parcel Platting for the IBTC Project**

Background
At the October 16, 2013, regular meeting, the HCRMA Board of Directors approved the use and members of the Technical Committee to rate, rank and recommend a short list for Engineering, Surveying and Geotechnical services for the International Bridge Trade Corridor (IBTC) Project.

At the November 20, 2013, regular meeting, the HCRMA Board of Directors authorized staff to negotiate professional service agreements with the following firms:

Halff Associates
RODS Surveying
Quintanilla, Headley & Associates
Land Tech Consultants
R. Gutierrez Professional Engineers
Melden & Hunt Consultants
DOS Land Surveying
SAMES Engineering & Surveying
Bain Medina Bain
ROW Surveying Services
Fulcrum Consulting Services

Additionally, on March 19, 2014, the Board of Directors authorized early acquisition of right of way for the International Bridge Trade Corridor Project as part of the Agreed Order between ETT – Cross Valley Project and the HCRMA.

Goal
Staff is proposing Work Authorization No. 1 to provide parcel platting for 8 tracts within the International Bridge Trade Corridor Project. The work is necessary to acquire the right of way agreed upon by the HCRMA and ETT.

Work Authorization No. 1 is proposed to perform the work in the amount of $26,210.00.

Options
Work Authorization No. 1 may be disapproved by the Board of Directors.

Recommendation
Based on review by this office, **approval of Resolution 2014-54 – Approval of Work Authorization No. 1 to the Professional Service agreement with Melden & Hunt to provide parcel plats and descriptions for the International Bridge Trade Corridor Project in the amount of $26,210.00 is recommended.**

If you should have any questions or require additional information, please advise.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 57

APPROVAL OF WORK AUTHORIZATON NUMBER 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH MELDEN & HUNT TO PREPARE PARCEL PLATS AND DESCRIPTIONS FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT

THIS RESOLUTION is adopted this 18th day of June, 2014 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, Resolution 2013-41 authorized the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bride Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms to establish a surveying pool for the project; and

WHEREAS, on November 20, 2014, the Board of Directors authorized staff to negotiate professional services agreements with Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services; and

WHEREAS, on June 18, 2014, the Authority awarded professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, staff has negotiated Work Authorization Number 1 to the Professional Service Agreement with Melden & Hunt to prepare parcel plats and descriptions for 8 parcels as part of the International Bridge Trade Corridor Project; and

WHEREAS, the Authority had determined it is necessary to approve Work Authorization Number 1 to the Professional Service Agreement with Melden & Hunt to prepare 8 parcel plats and descriptions in the amount of $26,210.00;

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Work Authorization Number 1 to the Professional Service Agreements for Surveying Services with Melden & Hunt, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Work Authorization Number 1 to the Professional Services Agreement for Surveying Services with Melden & Hunt as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 18th day of June, 2014, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

Exhibit A

Work Authorization Number 1
to
Professional Service Agreements
with
Melden & Hunt
for
Surveying Services
for the
International Bridge Trade Corridor

WORK AUTHORIZATION NO. 1

ATTACHMENT D-1

WORK AUTHORIZATION NO. 1
AGREEMENT FOR SURVEYING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Surveying Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Melden & Hunt, Inc. (the Surveyor).

PART I. The Surveyor will perform surveying services generally described as in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the Authority and the Surveyor as well as the work schedule are further detailed in Exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is $26,210.00 and the method of payment is **Lump Sum**, as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Surveyor's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

PART III. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with Articles III thru V of the Agreement, and Attachment A, Section 1.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on August 1, 2014, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under "Article V of that certain Professional Services Agreement for Surveying Services for INTERNATIONAL BRIDGE TRADE CORRIDOR (IBTC) Segment 0010 project from the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Fred L. Kurth	_____
(Printed Name)	(Printed Name)
President	_____
(Title)	(Title)
_____	_____
(Date)	(Date)

LIST OF EXHIBITS

Exhibit A	Services to be provided by the Authority
Exhibit B	Services to be provided by the Surveyor
Exhibit B-1	Parcels to be Surveyed
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget
Exhibit H-2	Subprovider Monitoring System Commitment Agreement

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

Project Map.

ROW Map – ROW widths, other land, ownership, survey information.

Ownership information of adjacent tracts.

Intersecting ROW information, documentation, construction plans of existing utilities if available.

Construction plans of existing facilities if available.

Intended use of the survey and required form of deliverables, files required, etc.

Accuracy required and method of display.

Horizontal and vertical datum upon where the survey should be based (if varies from TxDOT).

Research on subject tracts/parcel ownership aerial photographs.

Title Report for Parent\Ownership Tracts within Project.

Boundary Survey, (data files) of Original Survey Lines Subdivisions, and Parent Tracts within Project. Includes found monumentation.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

7.0 Right of Way Mapping and Parcel Tract Platting

Preparation of maps, plats, legal descriptions and all documents for the Final ROW Acquisition and monumenting of final Right of Way and Parcels.

Definitions and Concepts for use in this context and derived from the TxDOT and HCRMA Survey Manuals.

Parent Tracts are defined by contiguous ownership, i.e.:

… any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership.

… any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership and not divided by a public way, separate ownership or platted as a subdivision.

… any tract of land comprised of contiguous lots in a platted subdivision under a single ownership.

Parcels are defined and created by ownership and unity of use and are the actual real properties, or tracts, to be acquired by the HCRMA, whether through purchase, donation, or exchange.

… If a Parent Tract of contiguous properties has a unity of use, then two or more properties may be combined into one parcel.

… If a Parent Tract of contiguous properties does not have unity of use, then each property is a separate parcel.

… If a Parent Tract has different and discrete land use areas, then each land use area must be partitioned into separate parcels with a unique number. A Parcel, therefore, does not necessarily have a one-to-one correspondence to the property lines of the parent tract.

… if a Parent Tract is divided or severed by public ways or by separate ownership and does NOT have common underlying ownership then each property must be partitioned into separate parcels with a unique number.

… if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership but does NOT have unity of use then each property must be partitioned into separate parcels with a unique number.

… if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership and DOES have unity of use then each property may be partitioned into ONE Parcel and sub-partitioned into separate PARTS.

Limits for this service:

For the IBTC Project from the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493, and within the area described in Exhibit B-1

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

7.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:					
HCRMA	Melden&Hunt, Inc	~~7.1.1~~	~~Contact and Coordinate with HCRMA for…~~ • ~~FINAL and APPROVED ROW FOOTPRINT prepared by HCRMA Design Engineers. (See Attachment C.4 – Detailed Scope of Services for Boundary Survey).~~ • ~~Any other information or data completed on the project to this point, i.e., final approved schematic, Planimetric Map of Project in MicroStation compatible format, Horizontal and Vertical projection, grid system and datum upon where the survey should be based and all other data the HCRMA has on hand.~~		
HCRMA	Melden&Hunt, Inc	~~7.1.2~~	~~Deliver "Abstracts of Title" or "Title Reports" of Parent Tracts prepared by Title Co.~~		
HCRMA	Melden&Hunt, Inc	~~7.1.3~~	~~Deliver HCRMA survey monument caps (if applicable)~~		
HCRMA	Melden&Hunt, Inc	~~7.1.4~~	~~Review of the HCRMA Survey Manuel and Right of Way requirements and discuss…~~ • ~~Parcel creation and numbering Requirements.~~ ~~The methodology of numbering ROW parcels must be correct and consistent to avoid problems in the appraisal process or with record maintenance through the ROW information system. Communicate regularly with the HCRMA for uniformity of Parcel creation methodology.~~ • ~~ROW MAP Requirements.~~ • ~~Parcel Plats and Parcel Descriptions Requirements.~~		

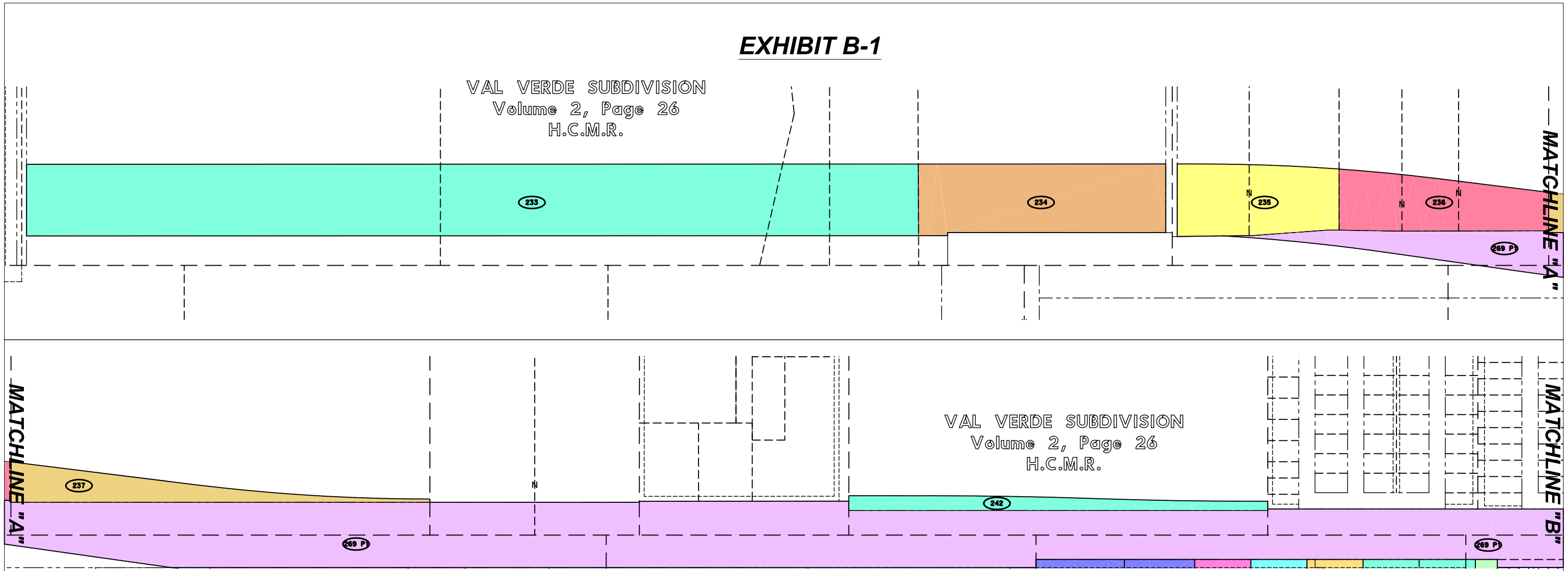
7.2 Field Work Tasks.

To be provided by:					
	Melden&Hunt, Inc	~~7.2.1~~	~~Monument the final project ROW lines…~~ • ~~Set a 5/8" diameter x 24" long rebar, capped with an "HCRMA ROW" aluminum disk along the ROW lines at all corners, angle points, and points of curvature and tangency.~~		
	Melden&Hunt, Inc	7.2.2	Monument Parcel corners… • Set 5/8" diameter x 18" long rebar, capped with an "HCRMA ROW" aluminum disk along ROW lines • Set 1/2'' diameter x 18" long rebar, capped with an appropriate cap bearing identification of the sub consultant Surveyor on interior corners (corners inside the taking)		
	Melden&Hunt, Inc	7.2.3	Verify that all planimetric features of existing topo and planimetrics within the staked parcel are current. • Exercise special care in observing both structure and aerial encroachments such as overhead electric and telephone lines with cross-arms.		

7.3 Office Work / Delivery Preparation Tasks

To be provided by:			
	Melden&Hunt, Inc	7.3.1	Analyze, define and create final Parcels and Parcel numbering plan. • See Parcel creation definition above.
	Melden&Hunt, Inc	~~7.3.2~~	~~Update existing Planimetric map with any new or missing features or encroachments.~~
	Melden&Hunt, Inc	~~7.3.3~~	~~Prepare and Create ROW MAP including…~~ ~~• Title Sheet~~ ~~• Parcel Index Sheet~~ ~~• Control Sheet~~ ~~o (BMs set as per Attachment C.8 – Detailed scope of Service for Construction Staking will be the control on this sheet)~~ ~~• Plan Sheets~~
	Melden&Hunt, Inc	7.3.4	Prepare and create PARCEL PLATS and DESCRIPTIONS • Prepare survey plats and metes and bounds descriptions as per HCRMA requirements for each Acquisition Parcel. • Specific Parcels and Tracts will be: o Parcels: 233-237,242,269 P1, 269 P2 o See Exhibit B-1

EXHIBIT B-1



0 300

SCALE: 1" = 300'

ARANDA AND ASSOCIATES, INC.

LAND SURVEYING AND MAPPING COMPANY

1552 DOVE AVENUE, McALLEN, TEXAS78504

PH: 956-631-0944/FAX: 956-631-0992/www.arandaworld.com

EXHIBIT C
WORK SCHEDULE

MELDEN & HUNT, INC.
CONSULTANTS • ENGINEERS • SURVEYORS

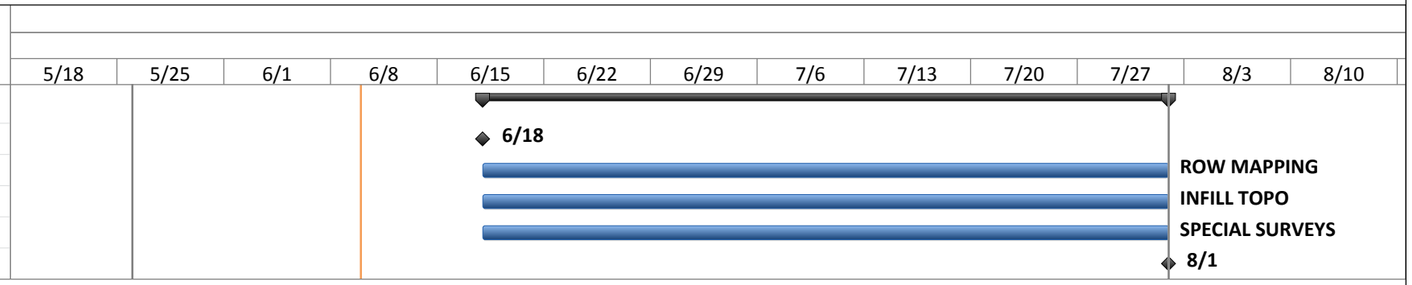
IBTC SURVEY SERVICES

FROM THE INTERCHANGE WITH SH365 TO I-2
AND FROM THE VALLEY VIEW INTERCHANGE TO FM 493

EXHIBIT C WORK SCHEDULE

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

ID	Task Name	Duration	Start	Finish
1	**IBTC SURVEY CONTRACT**	**33 days**	**Wed 6/18/14**	**Fri 8/1/14**
2	CONTRACT EXECUTED	0 days	Wed 6/18/14	Wed 6/18/14
3	ROW MAPPING	33 days	Wed 6/18/14	Fri 8/1/14
4	INFILL TOPO	33 days	Wed 6/18/14	Fri 8/1/14
5	SPECIAL SURVEYS	33 days	Wed 6/18/14	Fri 8/1/14
6	CONTRACT COMPLETE	0 days	Fri 8/1/14	Fri 8/1/14



Project: IBTC Survey Schedule
Date: Tue 6/10/14

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Progress	
Milestone		External Milestone		Manual Task		Start-only			
Summary		Inactive Task		Duration-only		Finish-only			

EXHIBIT D
FEE SCHEDULE BUDGET

Melden & Hunt, Inc.
Survey Services for the HCRMA
WA No. 1
Schedule Duration: June 18, 2014 to August 1, 2014

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Work Authorization No. 1
IBTC Surveying Services
LIMITS: From the Interchange with SH 365 to I-2 and from the Valleyview Interchange to FM 493 (As-Assigned by the HCRMA)

SURVEY SERVICES DESCRIPTION	Principal / Sr. Manager / Senior survey Manager	Project Surveyor (RPLS)	Senior Survey Tech / SIT	Survey Technician	CADD Operator	Clerical / Admin.	Abstractor	1-Person Survey Crew	2-Person Survey Crew	3-Person Survey Crew	4-Person Survey Crew	Total Labor Hrs.	Remarks	Task Cost
Coordination, Admin, Research and Abstracting		12	10			12	10					44		$ 4,100.00
Field Work	8	2							80			90		$ 12,300.00
Office Work / Delivery Preparation		10	22	80								112		$ 9,810.00
Subtotal	**8**	**24**	**32**	**80**	**0**	**12**	**10**	**0**	**80**	**0**	**0**	**246**		**$ 26,210.00**
Total Manhours by Classification	**8**	**24**	**32**	**80**	**0**	**12**	**10**	**0**	**80**			**246**		
Contract Hourly Rate by Classification	$ 200.00	$ 150.00	$ 105.00	$ 75.00	$ 65.00	$ 50.00	$ 65.00	$ 80.00	$ 130.00	$ 168.00	$ 198.00			
Total Fee by Classification	$ 1,600.00	$ 3,600.00	$ 3,360.00	$ 6,000.00	$ -	$ 600.00	$ 650.00	$ -	$ 10,400.00			$ 26,210.00		
% Utilization by Over 6 months	**0.77%**	**2.31%**	**3.08%**	**7.71%**	**0.00%**	**1.16%**	**0.96%**	**0.00%**	**7.71%**				**CHECK (MHRs): 246**	
% of Total Labor Hours	**3.25%**	**9.76%**	**13.01%**	**32.52%**	**0.00%**	**4.88%**	**4.07%**	**0.00%**	**32.52%**			**100.00%**	**CHECK (LABOR): $ 26,210.00**	
% of Total Labor Cost	**6.10%**	**13.74%**	**12.82%**	**22.89%**	**0.00%**	**2.29%**	**2.48%**	**0.00%**	**39.68%**			**100.00%**		
TOTAL DIRECT LABOR COST														**$ 26,210.00**

DIRECT EXPENSES	Rate	Unit	Amount	Total	Remarks
Mileage	$ 0.56	Mile	0	$ -	$ -
Photocopies	$ 0.10	Sheet	0	$ -	$ -
Blueline/Blackline Prints	$ 2.00	Sheet	0	$ -	$ -
Deed/Copies	$ 1.00	Sheet	0	$ -	$ -
Certified Deed Copies	$ 2.00	Sheet	0	$ -	$ -
Mylar (11x17)	$ 3.00	Sheet	0	$ -	$ -
Mylar (22x34)	$ 6.00	Sheet	0	$ -	$ -
TOTAL DIRECT EXPENSES				$ -	**$ -**

SPECIAL SERVICES FEE (SUBCONSULTANTS) — **DBE Participation 0.00%**

Name	Task(s) Summary	
TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS)		**$ -**

GRAND TOTAL	**$ 26,210.00**

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). ***NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.***

Contract #: _____ Assigned Goal: 0.0% Prime Provider Melden & Hunt, Inc.

Work Authorization (WA)#: 1 WA Amount: **$26,210.00** Date: XX/XX/XX
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Survey	**$00,000.00**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: Melden & Hunt, Inc. **Address: 115 W McIntyre** **Edinburg, Tx 78539** **VID Number: 17417379595** **PH: (956) 381-0981; FX: ( ) -** **Email: fkurth@meldenandhunt.com**	**Name:** Fred L. Kurth ***(Please Print)*** **Title:** President **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name: Survtex, LLC** **VID Number:** **Address: 600 W Whitestone Blvd, Cedar Park, Tx 78613** **PH: (512) 249-8875; FX: (512) 249-5040** **Email: john.mccown@survet.com**	**Name:** John McCown ***(Please Print)*** **Title:** President **Signature** **Date**

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). ***NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.***

Contract #: _____ Assigned Goal: 0.0% Prime Provider Melden & Hunt, Inc.

Work Authorization (WA)#: 1 WA Amount: **$26,210.00** Date: XX/XX/XX
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Survey	**$00,000.00**
FC	**$0**
Total Commitment Amount *(Including all additional pages.)*	**$0**

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: Melden & Hunt, Inc. **Address: 115 W McIntyre** **Edinburg, Tx 78539** **VID Number: 17417379595** **PH: (956) 381-0981; FX: ( ) -** **Email: fkurth@meldenandhunt.com**	**Name:** Fred L. Kurth ***(Please Print)*** **Title:** President **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name: McGray & McGray Land Surveyors** **VID Number: 17422732929** **Address: 3301 Hancock Dr., Ste 6, Austin, Tx 78731** **PH: (512) 451-8591; FX: (512) 451-8791** **Email:chrisc@mcgray.com**	**Name:** Christopher I. Conrad ***(Please Print)*** **Title:** Vice President **Signature** **Date**

Item 3G

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3G**
PLANNING COMMITTEE		**DATE SUBMITTED**	**6/09/14**
FINANCE COMMITTEE		**MEETING DATE**	**6/18/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014-58 – APPROVAL OF WORK AUTHORIZATION NUMBER 17 TO PROFESSIONAL SERVICES AGREEMENT WITH DANNENBAUM ENGINEERING TO PROVIDE TRAFFIC SIGNAL WARRANT PROJECTED TRAFFIC COUNTS FOR THE STATE HIGHWAY 365 AND INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Approval Work Authorization Number 17 to Professional Service Agreement with Dannanbaum Engineering to project traffic counts for the SH 365 and IBTC Projects in the amount of $110,078.54. All work for this authorization will be performed by the sub-consultant CM Associates. Program Management by Dannenbaum Engineering for this work is already included in Work Authorization No. 9, therefore, no additional effort for Dannenbaum is required.

3. Policy Implication: Board Policy, Local Government, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: X Yes ___No ___N/A Funding Source: VRF Bond

Approved maximum payable fee	$17,407,292.94
Approved Work Authorizations 1, 3, 4, 5, 6 w/ S1-7, 8 w/S1, 9, * 10, 11, 12, 13, 14, 15 & 16	$17,407,292.94
Maximum fee balance	$ 0.00
Total authorized for WA 1, 3, 4, 5, 6 w/ S1-7, 8 w/S1, 9 * 10, 11, 12, 13, 14, 15 & 16	$17,407,292.94
Payments to date for WA 1, 3, 4, 5, 6 w/ S1-7, 8 w/S1, 9 10, 11, 12, 13, 14, 15 & 16	($ 6,563,864.32)
Work authorization balance	$10,843,428.62

*Proposed Work Authorization No. 7 with City of Pharr canceled

Proposed Work Authorization No. 16:
Hydraulic & Hydrology Study for SH 365 & IBTC Projects $110,078.54

5. Staff Recommendation**: Motion to approve Resolution 2014-58 - Approval Work Authorization Number 17 to the Professional Service Agreement with Dannenbaum Engineering in the amount of $110,078.54, subject to an increase in the maximum payable fee in the amount of $110,078.54.**

6. Program Manager's Recommendation: ___Approved ___Disapproved **X** None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: June 9, 2014

Re: **Approval of Work Authorization Number 17 with Dannenbaum Engineering for Projected Traffic Counts for SH 365 and IBTC Projects**

Background

At the October 27, 2011, regular meeting, the Board of Directors awarded a professional service agreement for general engineering and program management services to Dannenbaum Engineering (DEC) for a maximum payable amount of $5,000,000. Subsequently, the Board approved Work Authorizations No. 1, 3, 4, 5, 6, Supplemental 1, 2, 3, 4, 5 & 6 to Work Authorization No. 6, Work Authorization Number 8, Supplemental 1 to Work Authorization 8, Work Authorization Number 9, Work Authorization Number 11, Work Authorization Number 12, Work Authorization Number 13, Work Authorization Number 14, Work Authorization Number 15 and Work Authorization Number 16 in the amounts of $909,960.63, $57,750.00, $891,814.61, $832,369.93, $689,834.33, $81,309.04, $149,120.30, $346,720.31, $1,437,465.41, $117,054.83, $460,000.00, $10,340,781.60, $285,984.85, $49,034.16, $180,053.72, $89,062.56, $397,750.88, $80,256.47 and $215,571.04 (Supplemental 6 to Work Authorization 6 was for no increase) respectively as discussed below.

Work Authorization No. 1 - was to review prior engineering, surveying, environmental and permitting work provided to the Hidalgo County Regional Mobility Authority (HCRMA).
Work Authorization No. 2 - was cancelled by the HCRMA Board.
Work Authorization No. 3 - was to provide title reports for the State Highway 365 (SH 365) Project.
Work Authorization No. 4 - was to update the new Executive Director, oversee the update of the Traffic & Revenue study, oversee environmental clearance/preliminary design of SH 365 and oversee various other tasks related to SH 365 and IBTC Projects.
Work Authorizations No. 5 & 6 - are to continue Program Management for SH 365 and International Bridge Trade Corridor (IBTC) Projects.
Supplemental No. 1 to Work Authorization No. 6 - was to provide a sketch level Traffic & Revenue Study for overweight trucks at the Pharr International Bridge and SH 365.
Supplemental No. 2 to Work Authorization No. 6 - was to provide a Value Engineering Study for the SH 365 Project.
Supplemental No. 3 to Work Authorization No. 6 - was to provide a low level aerial flight and topographic survey for the IBTC Project.
Supplemental No. 4 to Work Authorization No. 6 – was to provide updated TRZ parcels, implementation of overweight truck corridor, manage Engineers/Surveyors/Geotech for IBTC, local environment clearance of IBTC, negotiate final PS&E for SH 365, implement ProjectWise, evaluate Toll Integrator, manage Appraisers/Title Companies/ROW Agents, implement GIS for ROW Acquisition and perform value engineering for IBTC.
Supplemental No. 5 to Work Authorization No. 6 – was to provide non-destructive vertical utility locations for design of final PS&E for the SH 365 Project.
Supplemental No. 6 to Work Authorization No. 6 – was to revise the scope of services to include additional environmental coordination meeting required by TxDOT, as well as, analysis, meetings, exhibits and estimates for intervention in the Cross Valley Project.
Work Authorization No. 7 – was cancelled by the City of Pharr.
Work Authorization No. 8 – was to provide continued program management for the SH 365 and Overweight Corridor Projects only.
Supplemental 1 to Work Authorization No. 8 – revise the scope of work to include the IBTC Project and to deduct balance of work and close out the Work Authorization No. 8.

Work Authorization No. 9 – includes program and construction management of SH 365 and IBTC Projects through facility opening and operation in 2018.
Work Authorization No. 10 – includes an update the right of way strip map for the IBTC Project due to value engineering changes.
Work Authorization No. 11 – provides a low level aerial topographic survey for the IBTC Project due to value engineering changes.
Work Authorization No. 12 – updates 2,215 un-coded property parcels in HCRMA Transportation Reinvestment Zone Number 2.
Work Authorization No. 13 – provides an Environmental Assessment Regional Toll Analysis required by the Texas Department of Transportation.
Work Authorization No. 14 – provides an Investment Grade Traffic & Revenue Study for SH 365, IBTC and SH 68 Projects.
Work Authorization No. 15 – provides a TIGER Grant Application for the SH 365 project.
Supplemental No. 7 to Work Authorization No. 6 – is proposed to provide additional non-destructive vertical utility locations for the SH 365 project.
Work Authorization No. 16 – provides an H&H Study for the SH 365 and IBTC drainage service areas.

Goal
Staff is proposing Work Authorization No. 17 to provide projected traffic counts to calculated the signal warrants for both the SH 365 and IBTC Projects.

Work Authorization No. 17 is proposed to perform the H&H Study in the amount of $110,078.54.

Additionally, all the work for this authorization will be performed by the sub-consultant CM Associates, Inc. Program Management by Dannenbaum Engineering for this work is already included in Work Authorization No. 9, therefore, no additional effort by Dannenbaum is required.

Options
Work Authorization No. 17 may be disapproved by the Board of Directors.

Recommendation
Based on review by this office, **approval of Resolution 2014-58 – Approval of Work Authorization No. 17 to the Professional Service agreement with Dannenbaum Engineering in the amount of $110,078.54 is recommended, subject to an increase in the maximum payable fee in the amount of $110,078.54.**

If you should have any questions or require additional information, please advise.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 58

APPROVAL OF WORK AUTHORIZATION NUMBER 17 TO PROFESSIONAL SERVICES AGREEMENT WITH DANNENBAUM ENGINEERING CORPORATION TO PREPARE TRAFFIC SIGNAL WARRANT PROJECTED TRAFFIC COUNTS FOR THE STATE HIGHWAY 365 AND INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS

THIS RESOLUTION is adopted this 18th day of June, 2014, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County; and

WHEREAS, on October 27, 2011 the Authority awarded a professional service agreement for general engineering and program management services to Dannenbaum Engineering Corporation in the maximum payable amount of $5,000,000; and

WHEREAS, the Authority has subsequently approved Work Authorizations Numbers 1, 3, 4, 5 and 6, including Supplemental Number 1 to Work Authorization Number 4, Supplemental Numbers 1 & 2 to Work Authorization Number 5, and Supplemental Numbers 1, 2, 3,4, 5 & 6 to Work Authorization Number 6, in the amounts of $909,960.63, $57,750.00, $694,355.85, $769,236.96, $920,263.67, $346,720.31, $1,437,465.41 and $117,054.83 respectively; and

WHEREAS, on December 18, 2013, the Authority approved Supplemental Number 6 to Work Authorization Number 6 to the Professional Service Agreement with Dannenbaum Engineering to revise the scope of service with no increase in the Work Authorization Number 6 amount; and

WHEREAS, on January 22, 2014, the Authority approved Work Authorization Number 8 to the Professional Service Agreement with Dannenbaum Engineering to continue program management for the State Highway 365 and International Bridge Trade Corridor Projects in the amount of $574,581.59 and increased the maximum payable amount to $5,827,389.25; and

WHEREAS, on February 24, 2014, the Authority approved Supplemental Number 1 to Work Authorization Number 8 to the Professional Service Agreement with Dannenbaum Engineering that deducted work in the amount of $114,851.59 for a revised Work Authorization amount of $459,730.00 and closed out Work Authorization Number 8; and

WHEREAS, on February 24, 2014, the Authority approved Work Authorization Number 9 for Program and Construction Management of the State Highway 365 and International Bridge Trade Corridor Projects from 2014 to 2018 in the amount of $10,340,781.60 and increased the maximum payable amount to $16,053,589.26; and

WHEREAS, on March 19, 2014, the Authority approved Work Authorization Number 10 to modify and update the right of way strip map for the International Bridge Trade Corridor Project in the amount of $285,984.85; and

WHEREAS, on March 19, 2014, the Authority approved Work Authorization Number 11 to provide an updated low level aerial topographic survey for the International Bridge Trade Corridor Project in the amount of $49,034.16; and

WHEREAS, on March 19, 2014, the Authority approved Work Authorization Number 12 to provide the Hidalgo County Transportation Reinvestment Zone Number 2 property ownership update for 2,215 un-coded property parcels in the amount of $180,053.72; and

WHEREAS, on March 19, 2014, the Authority approved Work Authorization Number 13 to provide an Environmental Assessment Regional Toll Analysis in the amount of $89,062.56; and

WHEREAS, on March 19, 2014, the Authority approved Work Authorization Number 14 to provide an Investment Grade Traffic & Revenue Study in the amount of $397,750.88; and

WHEREAS, on March 19, 2014, the Authority approved Work Authorization Number 15 to prepare a TIGER grant application in the amount of $80,256.47; and

WHEREAS, on May 21, 2014, the Authority approved Work Authorization Number 16 to prepare a Hydraulic & Hydrology Study for the State Highway 365 and International Bridge Trade Corridor drainage service areas in the amount of $215,571.04; and

WHEREAS, HCRMA staff has negotiated Work Authorization Number 17 to prepare Traffic Signal Warrant Projected Traffic Counts for the State Highway 365 and International Bridge Trade Corridor Projects in the amount of $110,078.54; and

WHEREAS, the Authority has determined it is necessary to approve Work Authorization Number 17 to prepare Traffic Signal Warrant Projected Traffic Counts for the State Highway 365 and International Bridge Trade Corridor Projects in the amount of $110,078.54;

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Work Authorization Number 17 to the Professional Services Agreement with Dannenbaum Engineering Corporation hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization Number 17 as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 18th day of June, 2014, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZTION NUMBER 17
TO
PROFESSIONAL SERVICE AGREEMENT WITH DANNENBAUM ENGINEERING CORPORATION DATED OCTOBER 27, 2011

♦Contract♦

Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)

PROGRAM MANAGEMENT
CONSULTANT PROJECT

Engineering Services for any and all Services Required for the Development of all Projects undertaken by the Authority including the Entire Loop Project

WA No. 17

June 06, 2014

DANNENBAUM

ATTACHMENT D
WORK AUTHORIZATION
D-1
WORK AUTHORIZATION NO. 17
AGREEMENT FOR ENGINEERING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for Program Management Engineering Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Dannenbaum Engineering Corporation (the Engineer).

PART I. The Engineer will perform engineering services generally described and in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the Authority and the Engineer as well as the work schedule are further detailed in Exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is **$110,078.54** and the method of payment is Lump Sum as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer's Estimated Work Authorization Costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

PART III. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Articles III thru V of the Agreement, and Attachment A, Section 1.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on **July 31, 2014**, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

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

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER	**THE AUTHORITY**
(Signature)	(Signature)
Louis H. Jones Jr., P.E.	Pilar Rodriguez
(Printed Name)	(Printed Name)
Principal	Executive Director
(Title)	(Title)
(Date)	(Date)

LIST OF EXHIBITS

Exhibit A	Services to be provided by the Authority
Exhibit B	Services to be provided by the Engineer
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget
Exhibit H-2	Subprovider Monitoring System Commitment Agreement

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

The Authority shall furnish the following items to the Engineer:

1. The Authority shall provide the name(s) of the Authority's authorized representative(s) for this Agreement.
2. The Authority shall provide prompt review of all submittals; process monthly invoices and review monthly progress reports within forty-five (45) days of receiving such documents.
3. The Authority; where available; will provide copies of official correspondence to date.
4. The Authority shall authorize the Engineer to access and obtain all deliverables from Authority consultants on all projects undertaken by Authority to date. Including any applicable meeting minutes, correspondence and agency comments.
5. The Authority shall provide a copy of all Authority Agreements with other agencies. (i.e., TxDOT, City of Pharr, Hidalgo County, etc.).
6. To the extent possible, the Authority shall provide copies of correspondence and/or reports to TxDOT reporting on the Authority's DBE Program as outlined in the Memorandum of Understanding (MOU) Between the Authority and TxDOT executed on March 13, 2008. Also, the Authority shall provide the name of the designated DBE liaison officer with TxDOT; if not the Engineer, which is required under the above MOU.

The following assumptions have been made regarding the development of Exhibit "D"- Fee Schedule. If any of these assumptions prove to be invalid; then the Engineer reserves the right to request a change in scope.

Assumptions for Work Authorization No. 17

1. The Authority will provide all known existing studies affecting this project.

2. To its best efforts, the Authority will provide all available and applicable existing detailed construction cost estimates for all existing schematics.

3. Include all assumptions identified in task descriptions within Exhibit "D" Fee Schedule for this Work Authorization.

EXHIBIT B
Scope of Services to be Provided by the Engineer
for Work Authorization No. 17

PROJECT UNDERSTANDING:

HCRMA intends to perform a signal warrant analysis for the intersections of the proposed IBTC and SH 365 ramps/frontage roads with arterial cross streets. HCRMA is requesting the services of C&M associates, Inc. to develop traffic projections for cross street intersections along the proposed IBTC and SH 365 Corridor for their respective opening years.

SCOPE OF THE WORK:

Task 1: Project Management/Mobilization

C&M will mobilize immediately upon receiving a notice to proceed in order to meet the agreed schedule.

Task 2: Traffic Projections for Signal Warrant along IBTC

The model has been previously calibrated to obtain traffic estimates on tolled main-lanes for the purpose of traffic and revenue study. Since, the task under this proposal is to develop traffic estimate for the purpose of signal warrant analysis for the intersections, the model will have to be recalibrated with emphasis on arterial cross streets and turning movement patterns at intersections.

The traffic projections will be developed for the opening year 2019 for the IBTC project. The projections will be developed for the non-tolled scenario. Also, since the SH 365 project is expected to open in 2018, the traffic projections would consider the effect of IBTC.

The methodology will include obtaining the intersection turning movement counts based on the updated travel demand model. The traffic volumes and the turning movement patterns obtained from the model will serve as a starting point. Due to the limitations of the macro model to provide accurate turning movements at intersection level, these volumes will be analyzed further and may be adjusted for the purpose of signal warrant analysis and pavement design.

As the final output, C&M will provide a line diagram showing daily and peak hour turning movement volumes similar to the format provided by TxDOT TPP at the following intersections:

- IBTC at FM 2557 - Diamond intersection
- IBTC at Cesar Chavez Rd - Diamond intersection
- IBTC at FM 907 - Diamond intersection
- IBTC at S Tower Rd - T Intersections
- IBTC at Border Rd - Partial Diamond Intersection
- IBTC at Unnamed Rd (Sta. 583+00) - Diamond Intersection
- IBTC at FM 493 - T Intersection

Task 3: Traffic Projections for Signal Warrant along SH365

The model has been previously calibrated to obtain traffic estimates on tolled main-lanes for the purpose of traffic and revenue study. Since, the task under this proposal is to develop traffic estimate for the purpose of signal warrant analysis for the intersections, the model will have to be recalibrated with emphasis on arterial cross streets and turning movement patterns at intersections.

The traffic projections will be developed for the opening year 2018 for phase-1 of the SH 365 project. The projections will be developed for the non-tolled scenario. Also, since the IBTC project is expected to open in close succession by the year 2019, the traffic projections would consider IBTC as open to traffic to obtain conservative estimates for the purpose of this project.

The methodology will be similar to that described for IBTC under Task 2. As the final output, C&M will provide a line diagram showing daily and peak hour turning movement volumes similar to the format provided by TxDOT TPP at the following intersections:

- SH 365 at Trosper Rd - T intersection
- SH 365 at FM 1016 - T intersection
- SH 365 at Anzalduas Connector - Diamond Intersection
- SH 365 at Anzalduas Connector - Diamond Intersection (Without extension)
- SH 365 at FM 494 - Diamond intersection
- SH 365 at FM 494 - Diamond intersection (Without extension)
- SH 365 at SP 115 - Diamond intersection
- SH 365 at SH 336 - Diamond intersection
- SH 365 at FM 2061 - Diamond intersection
- SH 365 at FM 3072 - Diamond intersection
- SH 365 at US 281 (Cage Blvd) - Diamond intersection
- SH 365 at Anaya Rd - Diamond T intersections
- SH 365 at High Line Rd - Diamond intersection
- SH 365 at US 281 (Military Hwy) - Diamond intersection

Task 4: Documentation

A Technical Memorandum will be prepared to document the forecasting methodology, assumptions, inputs, findings, and results.

Schedule and Fees

The task is estimated to be complete in ten weeks from the notice to proceed.

Exhibit C - Work Schedule
Work Authorization No. 16

ID	Task Name	Start	Finish
1	**1. Project Management**	Tue 4/1/14	Mon 6/30/14
2	**2. Traffic Projections for Signal Warrant along IBTC**	**Tue 4/1/14**	**Mon 6/30/14**
3	1) IBTC at FM 2557 - Diamond intersection	Tue 4/1/14	Mon 6/30/14
4	2) IBTC at Cesar Chavez Rd - Diamond intersection	Tue 4/1/14	Mon 6/30/14
5	3) IBTC at FM 907 - Diamond intersection	Tue 4/1/14	Mon 6/30/14
6	4) IBTC at S Tower Rd - T Intersections	Tue 4/1/14	Mon 6/30/14
7	5) IBTC at Border Rd - Partial Diamond Intersection	Tue 4/1/14	Mon 6/30/14
8	6) IBTC at Unnamed Rd (Stn. 583+00) – Diamond Intersection	Tue 4/1/14	Mon 6/30/14
9	7) IBTC at FM 493 – T Intersection	Tue 4/1/14	Mon 6/30/14
10	**3. Traffic Projections for Signal Warrant along SH 365**	**Tue 4/1/14**	**Mon 6/30/14**
11	1) SH 365 at Trosper Rd - T intersection	Tue 4/1/14	Mon 6/30/14
12	2) SH 365 at FM 1016 - T intersection	Tue 4/1/14	Mon 6/30/14
13	3) SH 365 at Anzalduas Connector - Diamond Intersection	Tue 4/1/14	Mon 6/30/14
14	4) SH 365 at FM 494 - Diamond intersection	Tue 4/1/14	Mon 6/30/14
15	5) SH 365 at SP 115 - Diamond intersection	Tue 4/1/14	Mon 6/30/14
16	6) SH 365 at SH 336 - Diamond intersection	Tue 4/1/14	Mon 6/30/14
17	7) SH 365 at FM 2061 - Diamond intersection	Tue 4/1/14	Mon 6/30/14
18	8) SH 365 at FM 3072 - Diamond intersection	Tue 4/1/14	Mon 6/30/14
19	9) SH 365 at US 281 (Cage Blvd) - Diamond intersection	Tue 4/1/14	Mon 6/30/14
20	10) SH 365 at Anaya Rd - Diamond T intersections	Tue 4/1/14	Mon 6/30/14
21	11) SH 365 at US 281 (Military Hwy) - Diamond intersection	Tue 4/1/14	Mon 6/30/14
22	**4. Documentation**	Tue 4/1/14	Mon 6/30/14

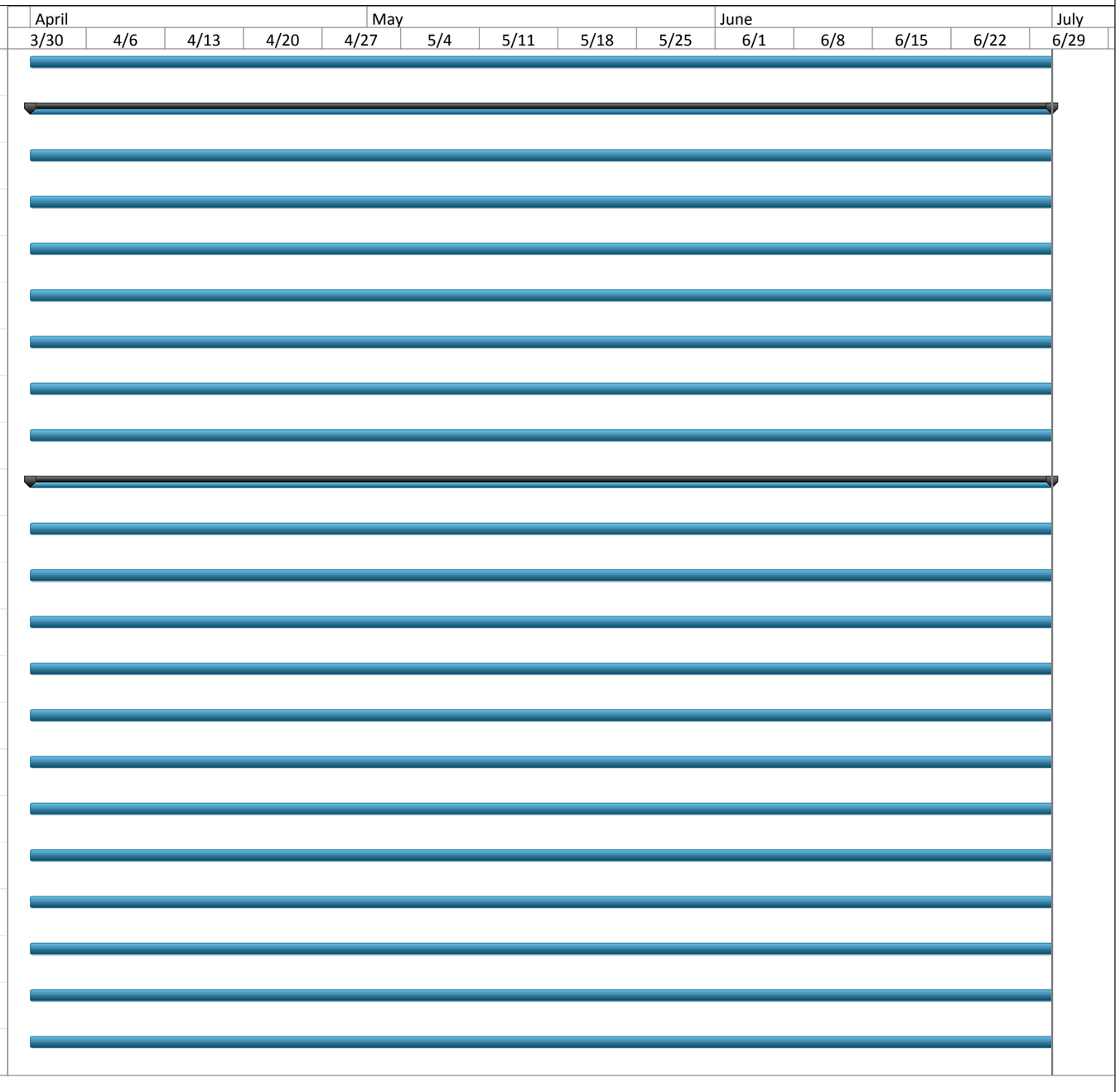


EXHIBIT D - FEE SCHEDULE / BUDGET
Work Authorization No. 17

Project Development services for:
Traffic Projections for Intersections along State Highway 365 (SH 365) and International Bridge Trade Corridor (IBTC)

Prime: Dannenbaum Engineering Corporation ***Work Authorization No. 17***
Program Management Services for the HCRMA Roadway System ***Schedule Duration: 06/16/2014 to 07/31/2014***

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager	QA/QC Officer/ Independent Engineer Officer	Deputy Program Manager (Engineer VI)	Senior Engineer (Engineer V)	Project Engineer (Engineer IV)	Civil Engineer (Engineer III)	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
PROJECT DEVELOPMENT SERVICES FOR: ***- TRAFFIC PROJECTIONS FOR INTERSECTIONS ALONG SH 365 and IBTC (2.5 MONTHS)***											**Prime: Dannenbaum Engineering Corporation 2014**	
I. Traffic Warrant Study Management												
All Activity by Subconsultant										0		$ -
Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		**$ -**
LABOR MANHOURS TOTAL	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**CHECK (MHRs):**	
LABOR RATE PER HOUR	$ 314.59	$ 292.49	$ 227.70	$ 176.09	$ 157.87	$ 130.55	$ 97.15	$ 66.79	$ 60.72		**0**	
TOTAL DIRECT LABOR COSTS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.00%**	**CHECK (LABOR):**	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.00%**	**$ -**	
PERCENT LABOR UTILIZATION PER MONTH @ 170 MHR/MO (LABOR HOURS / 2.5 MO / 170 MHR/MO)	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**	**0.0%**			
TOTAL DIRECT LABOR COST												**$ -**
DIRECT EXPENSES	**Rate**	**Unit**	**Amount**	**Total**								
Lodging / Hotel ($100.00 / DAY)	$ 100.00	Each		$ -							**$ -**	
Meals ($30.00 / DAY)	$ 30.00	Each		$ -							**$ -**	
Rental Car	$ 90.00	Each		$ -							**$ -**	
Air Travel	$ 500.00	Each		$ -							**$ -**	
Parking	$ 14.00	Each		$ -							**$ -**	
Overnight Mail - letter size	$ 50.00	Each		$ -							**$ -**	
Courier Services	$ 50.00	Each		$ -							**$ -**	
Photocopies B/W (8.5 X 11)	$ 0.10	Each		$ -							**$ -**	
Photocopies B/W (11 X 17)	$ 0.20	Each		$ -							**$ -**	
Photocopies Color (8.5 X 11)	$ 0.70	Each		$ -							**$ -**	
Photocopies Color (11 X 17)	$ 1.25	Each		$ -							**$ -**	
Color Graphics on Foam Board	$ 5.00	Each		$ -							**$ -**	
Newspaper Advertisement	$ 3,000.00	Each		$ -							**$ -**	
Court Reporter (Public Hearings & Transcription)	$ 100.00	Each		$ -							**$ -**	
Translator (English to Spanish or Sign Language)	$ 150.00	Each		$ -							**$ -**	
Public Involvement Facilty Rental	$ 500.00	Each		$ -							**$ -**	
Public Outreach Laison	$ 10,000.00	Month		$ -							**$ -**	
Accounting Support Services	$ 100.00	Each		$ -							**$ -**	
IT / Support Services for: ProjectWise, ROW & Utility Tool Site Operation, Constr. Field Offices	$ 80.00	Each		$ -							**$ -**	
Community Action Support (ROE/Landowner Coord/Utility Coord.)	$ 80.00	Each		$ -							**$ -**	
Management Support Services (OW Corridor/Toll Coord/Utility Coord.)	$ 90.00	Each		$ -							**$ -**	
TOTAL DIRECT EXPENSES				**$ -**							**$ -**	**$ -**
PROGRAM MANAGEMENT CONSULTANT (SUBCONSULTANTS)												
Sub: C&M Associates, Inc.	**Traffic Warrant Data Generation**										**$ 110,078.54**	**100.00%**
SUBTOTAL - PROGRAM MANAGEMENT CONSULTANT (SUBCONSULTANTS)											**$ 110,078.54**	**$ 110,078.54**
GRAND TOTAL (2014)												**$ 110,078.54**
DBE UTILIZATION:											**$ 110,078.54**	**100.00%**

EXHIBIT D - FEE SCHEDULE / BUDGET
Work Authorization No. 17

Project Development services for:
Traffic Projections for Intersections along State Highway 365 (SH 365) and International Bridge Trade Corridor (IBTC)

Sub: C&M Associates, Inc. ***Work Authorization No. 17***
Program Management Services for the HCRMA Roadway System ***Schedule Duration: 06/16/2014 to 07/31/2014***

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Chief Engineer/ Principal	Senior Engineer	Project Manager	Project Engineer II	Engineering Intern	Certified ROW Specialist	Clerical	Survey / CADD / GIS Tech	Abstractor / Researcher	CAD / GIS Operator	3-man Survey Crew	2-Man Survey Crew	Total Labor Hrs.	Remarks	Task Cost
Project Development services for: ***- TRAFFIC PROJECTIONS FOR INTERSECTIONS ALONG SH 365 and IBTC (2.5 MONTHS)***											**Sub: C&M Associates, Inc.**			**2014**	
Traffic Warrant Study															
1. Project Management	12	14	40										66		$ 11,098.76
2. Traffic Projections for Signal Warrant along IBTC													0		
1). IBTC at FM 2557 - Diamond intersection		4	6	12	12								34		$ 3,672.26
2). IBTC at Cesar Chavez Rd - Diamond intersection		4	6	12	12								34		$ 3,672.26
3). IBTC at FM 907 - Diamond intersection		4	6	12	12								34		$ 3,672.26
4). IBTC at S Tower Rd - T Intersections		4	6	12	12								34		$ 3,672.26
5). IBTC at Border Rd - Partial Diamond Intersection		4	6	12	12								34		$ 3,672.26
6). IBTC at Unnamed Rd (Stn. 583+00) – Diamond Intersection		4	6	12	12								34		$ 3,672.26
7). IBTC at FM 493 – T Intersection		4	6	12	12								34		$ 3,672.26
3. Traffic Projections for Signal Warrant along SH 365													0		$ -
1). SH 365 at Trosper Rd - T intersection		4	6	12	12								34		$ 3,672.26
2). SH 365 at FM 1016 - T intersection		4	6	12	12								34		$ 3,672.26
3). SH 365 at Anzalduas Connector - Diamond Intersection		4	6	12	12								34		$ 3,672.26
3a). SH 365 at Anzalduas Connector - Diamond Intersection (Without Extension)		4	6	12	12								34		$ 3,672.26
4). SH 365 at FM 494 - Diamond intersection		4	6	12	12								34		$ 3,672.26
4a). SH 365 at FM 494 - Diamond intersection (Without Intersection)		4	6	12	12								34		$ 3,672.26
5). SH 365 at SP 115 - Diamond intersection		4	6	12	12								34		$ 3,672.26
6). SH 365 at SH 336 - Diamond intersection		4	6	12	12								34		$ 3,672.26
7). SH 365 at FM 2061 - Diamond intersection		4	6	12	12								34		$ 3,672.26
8). SH 365 at FM 3072 - Diamond intersection		4	6	12	12								34		$ 3,672.26
9). SH 365 at US 281 (Cage Blvd) - Diamond intersection		4	6	12	12								34		$ 3,672.26
10). SH 365 at Anaya Rd - Diamond T intersections		4	6	12	12								34		$ 3,672.26
11). SH 365 at Highline Road - Diamond intersection		4	6	12	12								34		$ 3,672.26
12). SH 365 at US 281 (Military Hwy) - Diamond intersection		4	6	12	12								34		$ 3,672.26
4. Documentation	8	12	40	56	56								172		$ 19,660.32
													0		$ -
Subtotal	**20**	**110**	**206**	**308**	**308**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**952**		**$ 107,876.54**
LABOR MANHOURS TOTAL	**20**	**110**	**206**	**308**	**308**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**952**	**CHECK (MHRs):**	
LABOR RATE PER HOUR	$ 200.54	$ 155.42	$ 162.91	$ 103.10	$ 69.66	$ -	$ -	$ -	$ -	$ -	$ -	$ -		**952**	
TOTAL DIRECT LABOR COSTS	$ 4,010.80	$ 17,096.20	$ 33,559.46	$ 31,754.80	$ 21,455.28	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 107,876.54		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	**3.72%**	**15.85%**	**31.11%**	**29.44%**	**19.89%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**100.00%**	**CHECK (LABOR):**	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	**2.10%**	**11.55%**	**21.64%**	**32.35%**	**32.35%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**100.00%**	**$ 107,876.54**	
PERCENT LABOR UTILIZATION PER MONTH @ 170 MHR/MO (LABOR HOURS / 2.5 MO / 170 MHR/MO)	**4.71%**	**25.88%**	**48.47%**	**72.47%**	**72.47%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**			
TOTAL DIRECT LABOR COST															**$ 107,876.54**
DIRECT EXPENSES	**Rate**	**Unit**	**Amount**	**Total**											
Parking	$ 14.00	Each	3	$ 42.00										**$ 42.00**	
Airfare	$ 500.00	Each	3	$ 1,500.00										**$ 1,500.00**	
Meals ($30.00/DAY)	$ 30.00	Each	3	$ 90.00										**$ 90.00**	
Lodging/Hotel ($100.00/DAY)	$ 100.00	Each	3	$ 300.00										**$ 300.00**	
Car Rental	$ 90.00	Each	3	$ 270.00										**$ 270.00**	
TOTAL DIRECT EXPENSES				**$ 2,202.00**										**$ 2,202.00**	**$ 2,202.00**
GRAND TOTAL (2014)															**$ 110,078.54**

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). ***NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.***

Contract #: _____ Assigned Goal: **12%** Prime Provider Dannenbaum Engineering Corporation

Work Authorization (WA)#: 17 WA Amount: **$110,078.54** Date: _____
Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____
Revised WA Amount: _____

Description of Work *(List by category of work or task description. Attach additional pages, if necessary.)*	**Dollar Amount** *(For each category of work or task description shown.)*
Traffic Warrant Study	**$110,078.54**
Total Commitment Amount *(Including all additional pages.)*	**$110,078.54**

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: Dannenbaum Engineering Corporation **Address: 1109 Nolana, Suite 208, McAllen, Texas 78504** **PH: (956) 682-3677; FX: (956) 686-1822** **Email: louis.jones@dannenbaum.com**	**Name:** Louis H. Jones Jr., P.E. ***(Please Print)*** **Title:** Principal _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name: C&M Associates, Inc.** **VID Number:** **Address: 15770 North Dallas Parkway** **Dallas, Texas 75248** **PH: (214) 245-5300; FX: (214) 889-5049** **Email: sbohluli@candm-associates.com**	**Name:** Carlos Contreras, P.E. ***(Please Print)*** **Title:** President _____ **Signature** **Date**
Second Tier Sub Provider N/A **Subprovider Name: N/A** **VID Number: N/A** **Address: N/A** **Phone #& Fax #: N/A** **Email: N/A**	**Name:** _____ ***(Please Print)*** **Title:** _____ _____ **Signature** **Date**

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

Item 3H

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3H**
PLANNING COMMITTEE		**DATE SUBMITTED**	**6/09/14**
FINANCE COMMITTEE		**MEETING DATE**	**6/18/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2014-59 – APPROVAL OF SUPPLEMENTAL NUMBER 5 TO PROFESSIONAL SERVICE AGREEMENT WITH DANNENBAUM ENGINEERING TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 17.**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

   Approval of Supplemental Number 5 to Professional Service Agreement with Dannanbaum Engineering to increase the maximum payable fee in the amount of $110,078.54 for Work Authorization Number 17.

3. Policy Implication: Board Policy, Local Government, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: X Yes ___No ___N/A Funding Source: VRF Bond

Approved maximum payable fee	$17,407,292.90
Approved Work Authorizations 1, 3, 4, 5, 6 w/ S1-7, 8 w/S1 & 9 * 10, 11, 12, 13, 14, 15 & 16	$17,407,292.90
Maximum fee balance	$ 0.00
Total authorized for WA 1, 3, 4, 5, 6 w/ S1-7, 8 w/S1 & 9 *	$17,407,292.90
Payments to date for WA 1, 3, 4, 5, 6 w/ S1-7, 8 w/S1 & 9 10, 11, 12, 13, 14, 15 & 16	($ 6,563,864.32)
Work authorization balance	$10,843,428.62

*Proposed Work Authorization No. 7 with City of Pharr canceled

Proposed Supplemental No. 5 to PSA with Dannenbaum:	
Approved Maximum Payable Amount	$17,407,292.94
Proposed Supplemental No. 5 for WA 17	$ 110,078.54
Revised Maximum Payable Amount	**$17,517,371.48**

5. Staff Recommendation**: Motion to approve Resolution 2014-59 - Approval of Supplemental Number 5 to the Professional Service Agreement with Dannenbaum Engineering in the amount of $110,078.54 for a revised maximum payable fee of $17,517,371.48.**

6. Program Manager's Recommendation: ___Approved ___Disapproved **X** None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Financial Officer's Recommendation: ___Approved ___Disapproved **X** None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: May 12, 2014

Re: **Approval of Supplemental Number 5 to Professional Service Agreement with Dannenbaum Engineering**

Background

At the October 27, 2011, regular meeting, the Board of Directors awarded a professional service agreement for general engineering and program management services to Dannenbaum Engineering for a maximum payable amount of $5,000,000. Subsequently, the Board approved Work Authorizations No. 1, 3, 4, 5, 6, Supplemental 1, 2, 3, 4, 5, 6 & 7 to Work Authorization No. 6, Work Authorization Number 8 and Supplemental 1 to Work Authorization 8, Work Authorization Number 9 and Work Authorizations 10-15 and Work Authorization Number 16 in the aggregate amount of $17,407,292.94 (Supplemental 6 to Work Authorization 6 was for no increase) respectively as discussed below.

Work Authorization No. 1 - was to review prior engineering, surveying, environmental and permitting work provided to the Hidalgo County Regional Mobility Authority (HCRMA).
Work Authorization No. 2 - was cancelled by the HCRMA Board.
Work Authorization No. 3 - was to provide title reports for the State Highway 365 (SH 365) Project.
Work Authorization No. 4 - was to update the new Executive Director, oversee the update of the Traffic & Revenue study, oversee environmental clearance/preliminary design of SH 365 and oversee various other tasks related to SH 365 and IBTC Projects.
Work Authorizations No. 5 & 6 - are to continue Program Management for SH 365 and International Bridge Trade Corridor (IBTC) Projects.
Supplemental No. 1 to Work Authorization No. 6 - was to provide a sketch level Traffic & Revenue Study for overweight trucks at the Pharr International Bridge and SH 365.
Supplemental No. 2 to Work Authorization No. 6 - was to provide a Value Engineering Study for the SH 365 Project.
Supplemental No. 3 to Work Authorization No. 6 - was to provide a low level aerial flight and topographic survey for the IBTC Project.
Supplemental No. 4 to Work Authorization No. 6 – was to provide updated TRZ parcels, implementation of overweight truck corridor, manage Engineers/Surveyors/Geotech for IBTC, local environment clearance of IBTC, negotiate final PS&E for SH 365, implement ProjectWise, evaluate Toll Integrator, manage Appraisers/Title Companies/ROW Agents, implement GIS for ROW Acquisition and perform value engineering for IBTC.
Supplemental No. 5 to Work Authorization No. 6 – was to provide non-destructive vertical utility locations for design of final PS&E for the SH 365 Project.
Supplemental No. 6 to Work Authorization No. 6 – was to revise the scope of services to include additional environmental coordination meeting required by TxDOT, as well as, analysis, meetings, exhibits and estimates for intervention in the Cross Valley Project.
Work Authorization No. 8 – was to provide continued program management for the SH 365 and Overweight Corridor Projects only.
Supplemental 1 to Work Authorization No. 8 – is proposed to revise the scope of work to include the IBTC Project and to deduct balance of work and close out the Work Authorization No. 8.
Work Authorization No. 9 – includes program and construction management of SH 365 and IBTC Projects through facility opening and operation in 2018.

Work Authorization No. 10 – updated the right of way strip map for the IBTC Project due to value engineering changes.
Work Authorization No. 11 – provided a low level aerial topographic survey for the IBTC Project due to value engineering changes.
Work Authorization No. 12 – updated 2,215 un-coded property parcels in HCRMA Transportation Reinvestment Zone Number 2.
Work Authorization No. 13 – provided an Environmental Assessment Regional Toll Analysis required by the Texas Department of Transportation.
Work Authorizaton No. 14 – provided an Investment Grade Traffic & Revenue Study for SH 365, IBTC and SH 68 Projects.
Work Authorization No. 15 – prepared a TIGER grant application for the SH 365 Project.
Supplemental No. 7 to Work Authorization No. 6 – is proposed to provide additional vertical utility locates for SH 365.
Work Authorization No. 16 – provided a Hydraulic & Hydrology Study for SH 365 and IBTC Drainage Service Areas.

Goal
If the proposed Work Authorization Number 17 is approved by the Board of Directors, the maximum payable fee for Dannanbum Engineering's Professional Service Agreement will need to be increased in the aggregate amount of $110,078.54.

Options
If Work Authorization Number 17 is disapproved, Supplemental No. 5 to the Professional Service Agreement will not require approval.

Recommendation
Based on review by this office, **approval of Resolution 2014-59 – Approval of Supplemental Number 5 to the Professional Service agreement with Dannenbaum Engineering in the amount of $110,078.54 is recommended, for a revised maximum payable fee in the amount of $17,517,371.48.**

If you should have any questions or require additional information, please advise.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2014 – 59

APPROVAL SUPPLEMENTAL NUMBER 5 TO PROFESSIONAL SERVICES AGREEMENT WITH DANNENBAUM ENGINEERING TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 17

THIS RESOLUTION is adopted this 18th day of June, 2014, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County; and

WHEREAS, on October 27, 2011 the Authority awarded a professional service agreement for general engineering and program management services to Dannenbaum Engineering Corporation in the maximum payable amount of $5,000,000; and

WHEREAS, the Authority has subsequently approved Work Authorizations Numbers 1, 3, 4, 5 and 6, including Supplemental Number 1 to Work Authorization Number 4, Supplemental Numbers 1 & 2 to Work Authorization Number 5, Supplemental Numbers 1, 2, 3,4, 5 & 6 to Work Authorization Number 6 and Work Authorization Number 8 in the amounts of $909,960.63, $57,750.00, $694,355.85, $769,236.96, $920,263.67, $346,720.31, $1,437,465.41, 117,054.83 and $574,581.59 respectively; and

WHEREAS, on December 18, 2013, the Authority approved Supplemental Number 6 to Work Authorization Number 6 to the Professional Service Agreement with Dannenbaum Engineering to revise the scope of service with no increase in the Work Authorization Number 6 amount; and

WHEREAS, on January 22, 2014, the Authority approved Supplemental Number 1 to the Professional Service Agreement with Dannenbaum Engineering to increase the maximum payable amount to correspond with the approved Work Authorizations and Supplementals to Work Authorizations in the revised maximum payable amount of $5,827,389.25; and

WHEREAS, on February 24, 2014, the Authority approved Supplemental Number 1 to Work Authorization Number 8 and Work Authorization Number 9 in the amounts of ($114,581.59) and $10,340,781.60 respectively for Program and Construction Management of the State Highway 365 and International Bridge Trade Corridor Projects from 2014 to 2018: and

WHEREAS, on February 24, 2014, the Authority increased the maximum payable amount of the Professional Service Agreement with Dannenbaum Engineering to correspond with Supplemental Number 1 to Work Authorization Number 8 and Work Authorization Number 9 for a revised maximum payable amount of $16,053,589.26; and

WHEREAS, on March 19, 2014, the Authority increased the maximum payable amount of the Professional Service Agreement with Dannenbaum Engineering to correspond with Work Authorization Numbers 10, 11, 12, 13, 14 and 15 in the amount of $1,072,703.68 for a revised maximum payable amount of $17,126,731.90; and

WHEREAS, on May 21, 2014, the Authority increased the maximum payable amount of the Professional Service Agreement with Dannenbaum Engineering to correspond with approval of Supplemental 7 to Work Authorization Number 6 and Work Authorization Number 16 in the amount of $280,561.04 for a revised maximum payable amount of $17,407,292.94; and

WHEREAS, the Authority has determined it is necessary to increase the maximum paybable amount of the Professional Service Agreement with Dannenbaum Engineering to correspond with approval of Work Authorization Number 17 in the amount of $110,078.54 for a revised maximum payable amount of $17,517,341.48;

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Supplemental Number 5 to the Professional Service Agreement with Dannenbaum Engineering Corporation for an increase to the maximum payable amount of $110,078.54 for a revised maximum payable amount of $17,517,341.48, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Supplemental Number 5 to the Professional Service Agreement with Dannenbaum Engineering as approved.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 18st day of June, 2014, at which meeting a quorum was present.

Dennis Burleson, Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

SUPPLEMENTAL NUMBER 5
TO
PROFESSIONAL SERVICE AGREEMENT WITH DANNENBAUM ENGINEERING CORPORATION DATED OCTOBER 27, 2011
INCREASING THE MAXIMUM PAYABLE AMOUNT

♦Contract♦

Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)

PROGRAM MANAGEMENT
CONSULTANT PROJECT

Engineering Services for any and all Services Required for the Development of all Projects undertaken by the Authority including the Entire Loop Project

SA 5 to Main Contract

June 6, 2014

DANNENBAUM

SUPPLEMENTAL AGREEMENT NO. __5__
TO PROFESSIONAL SERVICES
AGREEMENT FOR PROGRAM MANAGEMENT ENGINEERING SERVICES
Dated 10/27/2011

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Article II Agreement Period and III Compensation and Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Program Management Engineering Services Dated 10/27/2011" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Dannenbaum Engineering Corporation (the Engineer).

The following terms and conditions of the Agreement are hereby amended as follows:

Article III Compensation
Article III Compensation shall be amended to increase the amount payable under this contract from $17,407,292.94 to $17,517,371.48 for a total increase of $110,078.54 due to additional scope and effort outlined in Work Authorizations No. 17.

This Supplemental Agreement No. 5 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Agreement is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name)	(Printed Name)
_____	_____
(Title)	(Title)
_____	_____
(Date)	**(Date)**

Item 5A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**5A**
PLANNING COMMITTEE		**DATE SUBMITTED**	**6/09/14**
FINANCE COMMITTEE		**MEETING DATE**	**6/18/14**
TECHNICAL COMMITTEE			

1. Agenda Item: **TABLED ITEM - RESOLUTION 2014-49 – APPROVAL OF WORK AUTHORIZATION NUMBER 4 TO PROFESSIONAL SERVICE AGREEMENT WITH L&G ENGINEERING FOR FINAL PLANS, SPECIFICATIONS AND ESTIMATES FOR STATE HIGHWAY 365 PROJECT FROM FM 396 (ANZALDUAS HIGHWAY) TO FM 1016 (CONWAY AVENUE).**

2. Nature of Request: (Brief Overview) Attachments: X Yes ___No

Approval of Work Authorization No. 4 to Professional Service Agreement with L&G Engineering to provide final plans, specifications and estimates for the State Highway 365 Project from FM 396 (Anzalduas Highway) to FM 1016 (Conway Avenue) in the amount of $1,699,134.00.

3. Policy Implication: Board Policy, Local Government, Texas Government Code, Texas Transportation Code, TxDOT Policy

4. Budgeted: X Yes ___No ___N/A Funding Source: VRF Bond

Approved maximum payable fee	$5,915,101.32
Approved Work Authorization 1, Sup1 WA1, WA2 & WA3	$5,317,841.21
Maximum fee balance	$ 597,260.11

Total authorized for WA 1, Sup1 to WA1 & WA 2	$1,597,955.40
Payments to date for WA 1, Sup1 to WA1 & WA2	($1,191,351.49)
Work Authorization balance	$ 406,603.91

Proposed Work Authorization No. 4:

SH 365 Final PS&E from FM 396 to FM 1016	**$1,699,134.00**
Total Proposed Work Authorization No. 4	**$1,699,134.00**

5. Staff Recommendation**: Motion to approve Resolution 2014-47 - Approval of Work Authorization Number 4 to the Professional Service Agreement with L&G Engineering for final PS&E for SH 365 from FM 396 to FM 1016 in the amount of $1,699,134.00.**

6. Program Manager's Recommendation: **X** Approved ___Disapproved ___None

7. Planning Committee's Recommendation: ___Approved ___Disapproved **X** None

8. Board Attorney's Recommendation: ___Approved ___Disapproved **X** None

9. Chief Financial Officer's Recommendation: **X** Approved ___Disapproved ___None

10. Executive Director's Recommendation: **X** Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: May 12, 2014

Re: **Approval of Work Authorization Number 3 to Professional Service Agreement with L&G for final PS&E for SH 365 from FM 396 to FM 1016**

Background

On April 13, 2011, the Hidalgo County Regional Mobility Authority (HCRMA) Board of Directors awarded a professional service agreement for engineering services to L&G Engineering for design work, including plans, specifications, and estimates for SH 365 in the amount of $5,887,542.43. On May 2, 2012, the Board of Directors amended and restated the Professional Service Agreement with L&G in the maximum payable amount of $5,887,542.43. On October 18, 2012, the Board of Directors approved Supplemental Number 1 to Work Authorization Number 1 of the Amended and Restated Agreement to perform preliminary engineering for SH 365 from FM 396 to FM 1016 in the amount of $310,893.87. On November 21, 2012, the HCRMA Board of Directors amended and restated the agreement in the revised maximum payable amount of $5,915,101.32 to include revised project limits from McColl Road to FM 396 and DBE reporting requirements. On November 20, 2013, the HCRMA Board of Directors approved Work Authorization Number 2 for State Highway 365 (SH 365) US IBWC Bridge Layouts in the amount of $288,223.86. On December 18, 2013, the HCRMA Board of Directors approved Work Authorization Number 3 for final plans, specifications and estimates (PS&E) for SH 365 from McColl Road to FM 396 in the amount of $3,719,885.81.

Goal

As part of the State Highway 365 Project, final plans, specifications and estimates will need to be prepared to meet the Texas Department of Transportation (TxDOT) August 2016 deadline to begin construction for the project. Although construction funding has not been secured for the segment from FM 396 to FM 1016, on March 19, 2014, the Board of Directors adopted a Strategic Plan that environmentally clears, acquires right of way and prepares final PS&E for this segment.

Staff is proposing Work Authorization No. 4 to the Professional Service Agreement with L&G Engineering to provide the final plans, specifications and estimates for the segment from FM 396 to FM 1016. Staff has negotiated a fee of $1,699,134 to perform the work and includes geotechnical services. The fee is 5.92% (5.07% PS&E + 0.85% Geotechnical) of estimated construction cost of $28.8 million.

Options

Work Authorization No. 4 may be disapproved and the work deferred to a later date, however, the Strategic Plan calls for a shovel ready segment by December 2015.

Recommendation

Based on review by this office, **approval of Resolution 2014-47 – Approval of Work Authorization No. 4 to the Professional Service agreement with L&G Engineering in the amount of $1,699,134 is recommended.**

If you should have any questions or require additional information, please advise.