HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012-01

AUTHORIZING A SUPPLEMENT TO WORK AUTHORIZATION NUMBER 1 UNDER THAT CERTAIN PROFESSIONAL SERVICES AGREEMENT FOR PROGRAM MANAGEMENT SERVICES WITH DANNENBAUM ENGINEERING CORPORATION

THIS RESOLUTION is adopted this 22nd day of February, 2012 by the Board of Directors 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");

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

WHEREAS, at a regular meeting on August 22, 2011, the Authority selected Dannenbaum Engineering Corporation (the "Consultant"), based on qualifications to provide surveying services for the Trade Corridor Connector (the "Project");

WHEREAS, following the selection, the Authority successfully negotiated a contract with the Consultant, along with Work Authorization Number 1, which was approved by the Board on October 27, 2011;

WHEREAS, the Board finds it beneficial to realign the work under the Agreement through Work Authorization Number 1, such supplement attached as Exhibit A, permitting certain adjustments to costs per task and adding 60 days to the schedule; and

WHEREAS the proposed supplement will not add and this Resolution does not authorize any additional expenses to Work Authorization Number 1;

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 the Supplement to Work Authorization Number 1 under that certain Professional Services Agreement entered into by and between the Authority and the Consultant.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 22nd day of February, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Joe Olivarez, Secretary/Treasurer

EXHIBIT A
WORK AUTHORIZATION NUMBER 1 SUPPLEMENT

ATTACHMENT D
D-2
SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 1
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 Program Management Engineering Services" 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 Work Authorization No. 1 are hereby amended as follows:

PART I. The Engineer will perform program management and engineering services generally described in accordance with the project description attached hereto and made a part of this Supplemental Work Authorization. Exhibits B, C and D are amended to redefine the scope and readjust the fee budget estimate. The responsibilities of the Authority and the Engineer as well as the work schedule are further detailed in Exhibits B-1 and C-1, which are attached hereto and made a part of this Supplemental Work Authorization.

PART II. The maximum amount payable under Work Authorization No. 1 **remains the same ($0.00 net increase in fee)** 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 Exhibit D-1, Fee Schedule, which is attached and made a part of this Supplemental Work Authorization.

PART IV. The termination date is extended from March 1, 2012 to May 1, 2012 to allow the Engineer to complete on-going services under Work Authorization No. 1. Exhibit C, Work Schedule is amended with the attached Exhibit C-1, Work Schedule.

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. 1 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)
Louis H. Jones, Jr., P.E.	Dennis Burleson
(Printed Name)	(Printed Name)
Principal	Chairman
(Title)	(Title)
2/21/2012	2/23/12
(Date)	**(Date)**

Exhibit B-1 Scope of Services
Exhibit C-1 Work Schedule
Exhibit D-1 Fee Schedule / Budget Estimate

EXHIBIT B - 1
SERVICES TO BE PROVIDED BY THE ENGINEER

1.0 Scope of Work

PHASE IA – RESEARCH / PLANNING / IMMEDIATE OPERATIONS PHASE

Task I. Research/Analyze/Gather all documents and develop Program Management Plan

A. Research/Analyze/Gather all existing documents

- Organize/Analyze all documents received
- Review/Comment all consultant contracts
- Review/Analyze all schematics including North of US 83
- Review/Analyze/Comment on all legal comments on existing contracts
- Review/Analyze/Comment on all financial studies
- Review/Analyze/Comment on all TxDOT comments on all existing documents

B. Review Exist. Quantities/Estimates and Prepare Cursive Review of Project Development Cost Estimate on all projects

- SH 365 / TCC (All Sections)
- IBTC (All Sections)
- US 281 Military Highway Overpass
- US 83 Connector to FM 495
- La Joya Relief Route Segment No.1
- All Segments - North of US 83

C. Develop Program Management Plan which includes the following components:

- Overall Hydrology/Hydraulics/Storm Sewer Plan Review / comment on all drainage studies for all existing schematics Prepare report outlining all future procedures and findings and recommendations on all storm sewer studies.
- Quality Control Plan
- Cost Control Plan
- Schedule Management /Tracking Plan
- Document Control Plan(Not included in this phase)
- Financial Implementation Plan
- Right-of-way Acquisition Management Plan
- Utility Relocation Plan
- Public Outreach/Marketing Plan (Not included in this phase)
- Environmental Document/Clearance/Permit Plan
- Toll System Operation Plan (Not included in this phase)
- Project Development / Capital Improvement Plan / Strategic Plan (CIP)
- General Engineering Consultant Plan Management (GEC Plan)
- Develop Budget for PMC Program for next 7 years

Task II. Review/Monitor/Report/Implement All TxDOT Pass Thru Agreements:

- SH 365 / Trade Corridor Connector (TCC)(14.9 Miles), including 1.97 mile Anzalduas GSA Facility Connector
    1. Review Agreement
    2. Negotiate Agreement
    3. Monitor Agreement
        - Procurement
        - Procurement compliance, submittals and document management.
        - Developer subcontract submittals, approvals and document management.

1.0 Scope of Work (continued)

PHASE IA – RESEARCH / PLANNING / IMMEDIATE OPERATIONS PHASE (continued)

Task II. Review/Monitor/Report/Implement All TxDOT Pass Thru Agreements: (continued)

- DBE program administration, compliance and documentation.
- Preparation of Program Management Plans for all work products.
- Preparation of Quality Control/Quality Assurance Plans for all work products.
- Environmental assessment and mitigation (document, permits, issues, comments, public involvement, etc.) compliance, submittals and document management.
- Right of way acquisition and relocation assistance tracking system, compliance, submittals and document management.
- Utility adjustment compliance, submittals and document management.
- Survey, preliminary engineering, design, and PS&E compliance, submittals and document management.
- Construction contract bidding, award administration, inspection, and material testing compliance, submittals and document management.
- Facility operations compliance and document management.
- Facility maintenance compliance, submittals and document management.
- Regular meetings, reporting and coordination with TxDOT.
- Monitoring of all activities to ensure compliance with all applicable Federal requirements necessary to maintain eligibility for federal reimbursement.

- US 281 / Military Hwy Overpass including BSIF Connector Road and San Juan Realignment
  1. Review Agreement
  2. Negotiate Agreement
  3. Monitor Agreement
     - Procurement
     - Procurement compliance, submittals and document management.
     - Developer subcontract submittals, approvals and document management.
     - DBE program administration, compliance and documentation.
     - Preparation of Program Management Plans for all work products.
     - Preparation of Quality Control/Quality Assurance Plans for all work products.
     - Environmental assessment and mitigation (document, permits, issues, comments, public involvement, etc.) compliance, submittals and document management.
     - Right of way acquisition and relocation assistance tracking system, compliance, submittals and document management.
     - Utility adjustment compliance, submittals and document management.
     - Survey, preliminary engineering, design, and PS&E compliance, submittals and document management.
     - Construction contract bidding, award administration, inspection, and material testing compliance, submittals and document management.
     - Facility operations compliance and document management.
     - Facility maintenance compliance, submittals and document management.
     - Regular meetings, reporting and coordination with TxDOT.
     - Monitoring of all activities to ensure compliance with all applicable Federal requirements necessary to maintain eligibility for federal reimbursement.

1.0 Scope of Work (continued)

PHASE IA – RESEARCH / PLANNING / IMMEDIATE OPERATIONS PHASE (continued)

Task II. Review/Monitor/Report/Implement All TxDOT Pass Thru Agreements: (continued)

- La Joya Relief Route (Phase I)(8.3 Miles)
  1. Review Agreement
  2. Negotiate Agreement
  3. Monitor Agreement
     - Procurement
     - Procurement compliance, submittals and document management.
     - Developer subcontract submittals, approvals and document management.
     - DBE program administration, compliance and documentation.
     - Preparation of Program Management Plans for all work products.
     - Preparation of Quality Control/Quality Assurance Plans for all work products.
     - Environmental assessment and mitigation (document, permits, issues, comments, public involvement, etc.) compliance, submittals and document management.
     - Right of way acquisition and relocation assistance tracking system, compliance, submittals and document management.
     - Utility adjustment compliance, submittals and document management.
     - Survey, preliminary engineering, design, and PS&E compliance, submittals and document management.
     - Construction contract bidding, award administration, inspection, and material testing compliance, submittals and document management.
     - Facility operations compliance and document management.
     - Facility maintenance compliance, submittals and document management.
     - Regular meetings, reporting and coordination with TxDOT.
     - Monitoring of all activities to ensure compliance with all applicable Federal requirements necessary to maintain eligibility for federal reimbursement.
- US 281 – Falfurrias Toll Road (Future W.A.)

Task III. Review/Analyze/ Transportation Reinvestment Zone (TRZ) for the entire HCRMA Roadway System, including La Joya Relief Route. (Future Work Authorizations)

Task IV. General Engineering Consultant (GEC) Management including contract negotiations for the following:

- **AUTHORITY Projects <u>Procured to Date</u>:**
  - SH 365 / TCC - Environmental - Atkins (formerly PBSJ)
    - Review / Analyze / Comment on Consultant Contracts
    - Review / Analyze / Comment on all existing plans; reports; design parameters, etc.
    - Oversee / Manage contract from 11/01/11 to 05/01/12
  - IBTC - Environmental - Atkins (formerly PBSJ), including peer reviews by Blanton & Associates (Future W.A.)
    - Review / Analyze / Comment on Consultant Contracts
    - Review / Analyze / Comment on all existing plans; reports; design parameters, etc.
    - Oversee / Manage contract from 11/01/11 to 05/01/12
  - SH 365 / TCC (FM 1016 to E 23rd) - Survey/R.O.W - DOS Logistics, Inc.
    - Review / Analyze / Comment on Consultant Contracts

1.0 Scope of Work (continued)

PHASE IA – RESEARCH / PLANNING / IMMEDIATE OPERATIONS PHASE (continued)

Task IV. General Engineering Consultant (GEC) Management including contract negotiations for the following: (continued)

- Review / Analyze / Comment on all existing plans; reports; design parameters, etc.
- Oversee / Manage contract from 11/01/11 to 05/01/12

- SH 365/TCC (E 23rd to IBTC) - Survey/R.O.W. - Quintanilla Headley
  - Review / Analyze / Comment on Consultant Contracts
  - Review / Analyze / Comment on all existing plans; reports; design parameters, etc.
  - Oversee / Manage contract from 11/01/11 to 05/01/12
- SH 365 / TCC (Toll / Pass Thru) – Segment 1 – FM1016 to Anzalduas – Engineering / Geotech - L&G Engineering
  - Review / Analyze / Comment on Consultant Contracts
  - Review / Analyze / Comment on existing plans; reports; design parameters, etc.
  - Oversee / Manage contract from 11/01/11 to 05/01/12
  - Review / Analyze / Prepare independent total project development cost estimates
  - Assist / Manage / Coordinate required with utility adjustments identified and initially coordinated by the contracted survey / engineer firm.
- SH 365 / TCC (Toll / Pass Thru) – Segment 1A – Anzalduas GSA Connector – Engineering / Geotech - L&G Engineering
  - Review / Analyze / Comment on Consultant Contracts
  - Review / Analyze / Comment on existing plans; reports; design parameters, etc.
  - Oversee / Manage contract from 11/01/11 to 05/01/12
  - Review / Analyze / Prepare independent total project development cost estimates
  - Assist / Manage / Coordinate required with utility adjustments identified and initially coordinated by the contracted survey / engineer firm.
- SH 365 / TCC (Toll / Pass Thru) – Segment 1B – Anzalduas GSA Conn. To East of 23rd (SP 115) – Engineering / Geotech - L&G Engineering
  - Review / Analyze / Comment on Consultant Contracts
  - Review / Analyze / Comment on existing plans; reports; design parameters, etc.
  - Oversee / Manage contract from 11/01/11 to 05/01/12
  - Review / Analyze / Prepare independent total project development cost estimates
  - Assist / Manage / Coordinate required with utility adjustments identified and initially coordinated by the contracted survey / engineer firm.
- SH 365 / TCC (Toll / Pass Thru) – Segment 2 – East of 23rd (SP 115) to IBTC (San Juan)– – Engineering / Geotech - S&B Infrastructure
  - Review / Analyze / Comment on Consultant Contracts
  - Review / Analyze / Comment on existing plans; reports; design parameters, etc.
  - Oversee / Manage contract from 11/01/11 to 05/01/12
  - Review / Analyze / Prepare independent total project development cost estimates
  - Assist / Manage / Coordinate required with utility adjustments identified and initially coordinated by the contracted survey / engineer firm.
- US 281/Military Overpass including BSIF Connector and San Juan Realignment - Engineering/Geotech/Survey -TEDSI Infrastructure
  - Review / Analyze / Comment on Consultant Contracts
  - Review / Analyze / Comment on all existing plans; reports; design parameters, etc.
  - Oversee / Manage contract from 11/01/11 to 05/01/12

1.0 Scope of Work (continued)

PHASE IA – RESEARCH / PLANNING / IMMEDIATE OPERATIONS PHASE (continued)

Task IV. General Engineering Consultant (GEC) Management including contract negotiations for the following: (continued)

- Review / Analyze / Prepare independent total project development cost estimates
- Assist / Manage / Coordinate required with utility adjustments identified and initially coordinated by the contracted survey / engineer firm.

- US 83 Connector to FM 495 – Eng./Geotech/Survey - S&B Infrastructure (Future W.A)
  - Review / Analyze / Comment on Consultant Contracts
  - Review / Analyze / Comment on all existing plans; reports; design parameters, etc.
  - Oversee / Manage contract from 11/01/11 to 05/01/12
  - Review / Analyze / Prepare independent total project development cost estimates
  - Assist / Manage / Coordinate required with utility adjustments identified and initially coordinated by the contracted survey / engineer firm.
- Financial Advisor - First Southwest
  - Review Financial Studies as required
  - Oversee/Manage Financial Contracts from 11/01/11 to 05/01/12
- Toll Review Study – C&M, including peer reviews by Wilbur Smith
  - Review / Analyze Toll Studies as required
  - Oversee/Manage Toll Study(s) Contract(s) from 11/01/11 to 05/01/12

Task V. Procurement and Negotiations of Professional Services and provide project development cost estimates of the following:

List of Projects known to Date. (Additional projects may be added to this list by the Authority as required.)

- SH 365 / TCC (Toll / Pass Thru) – Toll Consultant/Large Sign (Planning Design) (Future W.A)
  - Review / Analyze / Comment on Consultant Contracts
  - Oversee / Manage contract from 11/01/11 to 05/01/12
  - Review / Analyze / Prepare independent total project development cost estimates
- SH 365 / TCC (Toll / Pass Thru) – Segment 1 – FM1016 to Anzalduas – ROW Acquisition/Title Company (Future W.A)
  - Review / Analyze / Comment on Consultant Contracts
  - Oversee / Manage contract from 11/01/11 to 05/01/12
  - Confirm Land Costs in accordance with TxDOT/FHWA property acquisition policies.
- SH 365 / TCC (Toll / Pass Thru) – Segment 1A – Anzalduas GSA Connector – ROW Acquisition/Title Company (Future W.A)
  - Review / Analyze / Comment on Consultant Contracts
  - Oversee / Manage contract from 11/01/11 to 05/01/12
  - Review / Analyze / Confirm Land Costs in accordance with TxDOT/FHWA property acquisition policies.
- SH 365 / TCC (Toll / Pass Thru) – Segment 1B – Anzalduas GSA Conn. To East of 23rd (SP 115)– ROW Acquisition/Title Company (Future W.A)
  - Review / Analyze / Comment on Consultant Contracts

1.0 Scope of Work (continued)

PHASE IA – RESEARCH / PLANNING / IMMEDIATE OPERATIONS PHASE (continued)

Task V. Procurement and Negotiations of Professional Services and provide project development cost estimates of the following:

  - Oversee / Manage contract from 11/01/11 to 05/01/12
  - Review / Analyze / Confirm Land Costs in accordance with TxDOT/FHWA property acquisition policies.
- SH 365 / TCC (Toll / Pass Thru) – Segment 2 – East of 23rd (SP 115) to IBTC (San Juan)– ROW Acquisition/Title Company (Future W.A)
  - Review / Analyze / Comment on Consultant Contracts
  - Oversee / Manage contract from 11/01/11 to 05/01/12
  - Review / Analyze / Confirm Land Costs in accordance with TXDOT/FHWA property acquisition policies.
- IBTC (Toll / License Fee) – Toll Consultant/Large Sign (Planning Design) (Future W.A)
  - Review / Analyze / Comment on Consultant Contracts
  - Oversee / Manage contract from 11/01/11 to 05/01/12
  - Review / Analyze / Prepare independent total project development cost estimates
- IBTC (Toll / License Fee) – All Segments – TCC (San Juan) to Military (US 281)– Survey (Topo/ROW)
  - Review / Analyze / Comment on Consultant Contracts
  - Review / Analyze / Comment on all existing plans; reports; design parameters, etc.
  - Oversee / Manage contract from 11/01/11 to 05/01/12
- IBTC (Toll / License Fee) – All Segments – TCC (San Juan) to Military (US 281)– ROW Acquisition/Title Company (Future W.A) (Future W.A)
  - Review / Analyze / Comment on Consultant Contracts
  - Oversee / Manage contract from 11/01/11 to 05/01/12
  - Review / Analyze / Confirm Land Costs in accordance with TxDOT/FHWA property acquisition policies
- IBTC (Toll / License Fee) – All Segments – TCC (San Juan) to Military (US 281)– Engineering/Geotech
  - Review / Analyze / Comment on Consultant Contracts
  - Review / Analyze / Comment on all existing plans; reports; design parameters, etc.
  - Oversee / Manage contract from 11/01/11 to 05/01/12
  - Review / Analyze / Prepare independent total project development cost estimates
  - Assist/Manage/Coordinate required utility adjustment identified and initially coordinated by the contracted survey/engineering firm
- US 83 Connector to SH 495 – ROW Acquisition/Title Company (Future W.A)
  - Review / Analyze / Comment on Consultant Contracts
  - Oversee / Manage contract from 11/01/11 to 05/01/12
  - Review / Analyze / Confirm Land Costs in accordance with TxDOT/FHWA property acquisition policies
- US 281 (Military) Overpass at San Juan including BSIF Connector and San Juan Realignment– ROW Acquisition/Title Company (Future W.A)
  - Review / Analyze / Comment on Consultant Contracts

1.0 Scope of Work (continued)

PHASE IA – RESEARCH / PLANNING / IMMEDIATE OPERATIONS PHASE (continued)

Task V. Procurement and Negotiations of Professional Services and provide project development cost estimates of the following: (continued)

  - Oversee / Manage contract from 11/01/11 to 05/01/12
  - Review / Analyze / Confirm Land Costs in accordance with TxDOT/FHWA property acquisition policies
- La Joya Relief Route Segment No. 1 (8.26 Miles)(Pass Thru/MPO/Tolls – Schematic (Update/Finalize)
  - Review / Analyze / Comment on Consultant Contracts
  - Review / Analyze / Comment on all existing plans; reports; design parameters, etc.
  - Oversee / Manage contract from 11/01/11 to 05/01/12
  - Review / Analyze / Prepare independent total project development cost estimates
- La Joya Relief Route Segment No. 1 (8.26 Miles)(Pass Thru/MPO/Tolls – Environmental (FONSI Update)
  - Review / Analyze / Comment on Consultant Contracts
  - Review / Analyze / Comment on all existing plans; reports; design parameters, etc.
  - Oversee / Manage contract from 11/01/11 to 05/01/12
- La Joya Relief Route Segment No. 1 (8.26 Miles)(Pass Thru/MPO/Tolls – Toll Consultant/Large Sign (Planning Design) (Future W.A)
  - Review / Analyze / Comment on Consultant Contracts
  - Oversee / Manage contract from 11/01/11 to 05/01/12
  - Review / Analyze / Prepare independent total project development cost estimates
- La Joya Relief Route Segment No. 1 (8.26 Miles)(Pass Thru/MPO/Tolls – Survey (Topo/ROW) (Future W.A)
  - Review / Analyze / Comment on Consultant Contracts
  - Review / Analyze / Comment on all existing plans; reports; design parameters, etc.
  - Oversee / Manage contract from 11/01/11 to 05/01/12
- La Joya Relief Route Segment No. 1 (8.26 Miles) (Pass Thru/MPO/Tolls – ROW Acquisition/Title Company (Future W.A)
  - Review / Analyze / Comment on Consultant Contracts
  - Oversee / Manage contract from 11/01/11 to 05/01/12
  - Review / Analyze / Confirm land cost in accordance with TxDOT/FHWA property acquisition policies.
- La Joya Relief Route Segment No. 1 (8.26 Miles)(Pass Thru/MPO/Tolls – Engineering / Geotech (Future W.A)
  - Review / Analyze / Comment on Consultant Contracts
  - Review / Analyze / Comment on all existing plans; reports; design parameters, etc.
  - Oversee / Manage contract from 11/01/11 to 05/01/12
  - Review / Analyze / Prepare independent total project development cost estimates
  - Assist/Manage/Coordinate required utility adjustment identified and initially coordinated by the contracted survey/engineering firm
- La Joya Relief (Sullivan City) Route Segment No. 2 (1.02 Miles)(No Funding) – Schematic (Update/Finalize) (Future W.A)
  - Review / Analyze / Comment on Consultant Contracts
  - Review / Analyze / Comment on all existing plans; reports; design parameters, etc.

1.0 Scope of Work (continued)

PHASE IA – RESEARCH / PLANNING / IMMEDIATE OPERATIONS PHASE (continued)

Task V. Procurement and Negotiations of Professional Services and provide independent construction cost estimates of the following (continued):

- Oversee / Manage contract from 11/01/11 to 05/01/12
- Review / Analyze / Prepare independent total project development cost estimates

- La Joya Relief (Sullivan City) Route Segment No. 2 (1.02 Miles)(No Funding) – Environmental (FONSI Update) (Future W.A)
  - Review / Analyze / Comment on Consultant Contracts
  - Review / Analyze / Comment on all existing plans; reports; design parameters, etc.
  - Oversee / Manage contract from 11/01/11 to 05/01/12
- La Joya Relief (Sullivan City) Route Segment No. 2 (1.02 Miles)(No Funding) – Toll Consultant/Large Sign (Planning Design) (Future W.A)
  - Review / Analyze / Comment on Consultant Contracts
  - Oversee / Manage contract from 11/01/11 to 05/01/12
  - Review / Analyze / Prepare independent total project development cost estimates
- La Joya Relief (Sullivan City) Route Segment No. 2 (1.02 Miles)(No Funding) – Survey (Topo/ROW) (Future W.A)
  - Review / Analyze / Comment on Consultant Contracts
  - Review / Analyze / Comment on all existing plans; reports; design parameters, etc.
  - Oversee / Manage contract from 11/01/11 to 05/01/12
- La Joya Relief (Sullivan City) Route Segment No. 2 (1.02 Miles) (No Funding) – ROW Acquisition/Title Co. (Future W.A)
  - Review / Analyze / Comment on Consultant Contracts
  - Oversee / Manage contract from 11/01/11 to 05/01/12
  - Review / Analyze / Confirm land cost in accordance with TxDOT/FHWA property acquisition policies
- La Joya Relief (Sullivan City) Route Segment No. 2 (1.02 Miles)(No Funding) – Engineering / Geotech (Future W.A)
  - Review / Analyze / Comment on Consultant Contracts
  - Review / Analyze / Comment on all existing plans; reports; design parameters, etc.
  - Oversee / Manage contract from 11/01/11 to 05/01/12
  - Review / Analyze / Prepare independent total project development cost estimates
  - Assist/Manage/Coordinate required utility adjustments identified and initially coordinated by the contracted survey/engineering firm

Task VI. Prepare TIGER III Application for US 83 Connector to FM 495 (By S&B – No Involvement)

2.0 Contract Deliverables

- **Task I. Research /Analyze/Gather all Documents and Develop Program Plan**
  - Organized files by project including all drawing files. These files will be kept at the Program Office at 1109 Nolana Loop, Suite 208, McAllen, Texas and will be available to the Authority as requested.

1.0 Scope of Work (continued)
PHASE IA – RESEARCH / PLANNING / IMMEDIATE OPERATIONS PHASE (continued)
2.0 Contract Deliverables (continued)

- Program Management Plan outlining method of future operations; accounting and Reporting for Authority approval
- Meet with all existing Authority vendors (audit meetings)
- Status report by project reporting the PMC opinion on the adequacy of existing Documents; remaining task to complete existing documents; Authority's development Cost to data and projected cost to complete as well as engineer's opinion on Industry Standard Costs for similar scope. This report will contain existing contracts; scope and drawings by project.
- Budget for PMC Services for entire program for each project

- **Task II. Review/Monitor/Report/Implement All TxDOT Pass Thru Agreements**
  - Monthly Reports on status of all agreements
  - Attend all required meetings/negotiations
  - Provide all document to TxDOT as required by the Pass Thru Agreements
- **Task III. Review/Analyze/Transportation Reinvestment Zone (TRZ for the entire HCRMA Roadway System, including La Joya Relief Route**
  - Report on Status of TRZ
  - Update metes and bounds

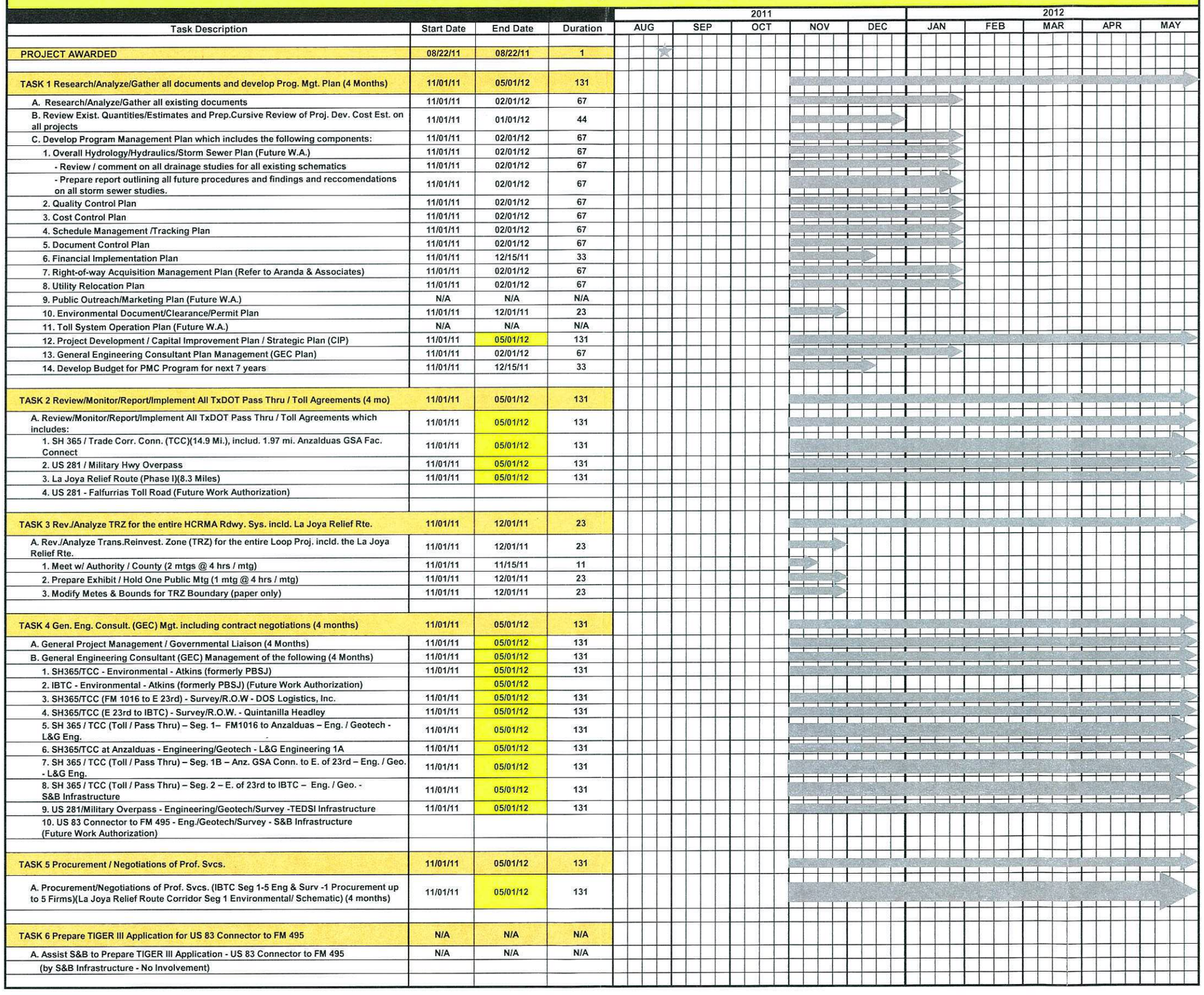
- **Task IV. General Engineering Consultant (GEC) Management including contract Negotiations**
  - Monthly report on status of all procured contracts
  - Monthly schedule updates on all procured contracts
  - Cost accounting by project by procured contract
  - Review/approved of documents submitted
  - Review/approve of all procured contract monthly invoices
- **Task V. Procurement and Negotiations of Professional Services and Provide Project Development Cost Estimates**
  - Review Authority's existing procurement policies and procedures
  - If required modify procurement policies and procedures for Authority's approval
  - Develop scope for all future procurement
  - Develop standard cost negotiation and reporting forms to be used for negotiation and monthly invoicing by all vendors for Authority approval
  - Develop advertisement for all procurement with Authority's Attorney for Authority Approval
  - Review/File all procurement submittals
  - Developing scoring procedures for all vendor submittals
  - Participate/Score/recommend vendors

EXHIBIT C - 1
WORK SCHEDULE

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
WA NO. 1 - SUPPLEMENTAL WORK AUTHORIZATION NO. 1
PROGRAM MANAGEMENT CONSULTANT SERVICES

PHASE IA ~ Research Planning / Immediate Operations Phase

Task Description	Start Date	End Date	Duration
PROJECT AWARDED	08/22/11	08/22/11	1
TASK 1 Research/Analyze/Gather all documents and develop Prog. Mgt. Plan (4 Months)	11/01/11	05/01/12	131
A. Research/Analyze/Gather all existing documents	11/01/11	02/01/12	67
B. Review Exist. Quantities/Estimates and Prep.Cursive Review of Proj. Dev. Cost Est. on all projects	11/01/11	01/01/12	44
C. Develop Program Management Plan which includes the following components:	11/01/11	02/01/12	67
1. Overall Hydrology/Hydraulics/Storm Sewer Plan (Future W.A.)	11/01/11	02/01/12	67
- Review / comment on all drainage studies for all existing schematics	11/01/11	02/01/12	67
- Prepare report outlining all future procedures and findings and reccomendations on all storm sewer studies.	11/01/11	02/01/12	67
2. Quality Control Plan	11/01/11	02/01/12	67
3. Cost Control Plan	11/01/11	02/01/12	67
4. Schedule Management /Tracking Plan	11/01/11	02/01/12	67
5. Document Control Plan	11/01/11	02/01/12	67
6. Financial Implementation Plan	11/01/11	12/15/11	33
7. Right-of-way Acquisition Management Plan (Refer to Aranda & Associates)	11/01/11	02/01/12	67
8. Utility Relocation Plan	11/01/11	02/01/12	67
9. Public Outreach/Marketing Plan (Future W.A.)	N/A	N/A	N/A
10. Environmental Document/Clearance/Permit Plan	11/01/11	12/01/11	23
11. Toll System Operation Plan (Future W.A.)	N/A	N/A	N/A
12. Project Development / Capital Improvement Plan / Strategic Plan (CIP)	11/01/11	05/01/12	131
13. General Engineering Consultant Plan Management (GEC Plan)	11/01/11	02/01/12	67
14. Develop Budget for PMC Program for next 7 years	11/01/11	12/15/11	33
TASK 2 Review/Monitor/Report/Implement All TxDOT Pass Thru / Toll Agreements (4 mo)	11/01/11	05/01/12	131
A. Review/Monitor/Report/Implement All TxDOT Pass Thru / Toll Agreements which includes:	11/01/11	05/01/12	131
1. SH 365 / Trade Corr. Conn. (TCC)(14.9 Mi.), includ. 1.97 mi. Anzalduas GSA Fac. Connect	11/01/11	05/01/12	131
2. US 281 / Military Hwy Overpass	11/01/11	05/01/12	131
3. La Joya Relief Route (Phase I)(8.3 Miles)	11/01/11	05/01/12	131
4. US 281 - Falfurrias Toll Road (Future Work Authorization)			
TASK 3 Rev./Analyze TRZ for the entire HCRMA Rdwy. Sys. incld. La Joya Relief Rte.	11/01/11	12/01/11	23
A. Rev./Analyze Trans.Reinvest. Zone (TRZ) for the entire Loop Proj. incld. the La Joya Relief Rte.	11/01/11	12/01/11	23
1. Meet w/ Authority / County (2 mtgs @ 4 hrs / mtg)	11/01/11	11/15/11	11
2. Prepare Exhibit / Hold One Public Mtg (1 mtg @ 4 hrs / mtg)	11/01/11	12/01/11	23
3. Modify Metes & Bounds for TRZ Boundary (paper only)	11/01/11	12/01/11	23
TASK 4 Gen. Eng. Consult. (GEC) Mgt. including contract negotiations (4 months)	11/01/11	05/01/12	131
A. General Project Management / Governmental Liaison (4 Months)	11/01/11	05/01/12	131
B. General Engineering Consultant (GEC) Management of the following (4 Months)	11/01/11	05/01/12	131
1. SH365/TCC - Environmental - Atkins (formerly PBSJ)	11/01/11	05/01/12	131
2. IBTC - Environmental - Atkins (formerly PBSJ) (Future Work Authorization)		05/01/12	
3. SH365/TCC (FM 1016 to E 23rd) - Survey/R.O.W - DOS Logistics, Inc.	11/01/11	05/01/12	131
4. SH365/TCC (E 23rd to IBTC) - Survey/R.O.W. - Quintanilla Headley	11/01/11	05/01/12	131
5. SH 365 / TCC (Toll / Pass Thru) – Seg. 1– FM1016 to Anzalduas – Eng. / Geotech - L&G Eng.	11/01/11	05/01/12	131
6. SH365/TCC at Anzalduas - Engineering/Geotech - L&G Engineering 1A	11/01/11	05/01/12	131
7. SH 365 / TCC (Toll / Pass Thru) – Seg. 1B – Anz. GSA Conn. to E. of 23rd – Eng. / Geo. - L&G Eng.	11/01/11	05/01/12	131
8. SH 365 / TCC (Toll / Pass Thru) – Seg. 2 – E. of 23rd to IBTC – Eng. / Geo. - S&B Infrastructure	11/01/11	05/01/12	131
9. US 281/Military Overpass - Engineering/Geotech/Survey -TEDSI Infrastructure	11/01/11	05/01/12	131
10. US 83 Connector to FM 495 - Eng./Geotech/Survey - S&B Infrastructure (Future Work Authorization)			
TASK 5 Procurement / Negotiations of Prof. Svcs.	11/01/11	05/01/12	131
A. Procurement/Negotiations of Prof. Svcs. (IBTC Seg 1-5 Eng & Surv -1 Procurement up to 5 Firms)(La Joya Relief Route Corridor Seg 1 Environmental/ Schematic) (4 months)	11/01/11	05/01/12	131
TASK 6 Prepare TIGER III Application for US 83 Connector to FM 495	N/A	N/A	N/A
A. Assist S&B to Prepare TIGER III Application - US 83 Connector to FM 495	N/A	N/A	N/A
(by S&B Infrastructure - No Involvement)			



ATTACHMENT F

Exhibit "D-1" Contract No. _____

Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Work Authorization No.1 - Supplemental Work Authorization No. 1

DANNENBAUM ENGINEERING COMPANY-MCALLEN LLC
Program Management Services for the HCRMA Roadway System
Phase IA. Research Planning/Immediate Operations Phase
Prime: Dannenbaum Engineering Company-McAllen, LLC
Schedule Duration: Nov. 1, 2011 to May 1, 2012

DESCRIPTION OF WORK TASK	COST PER TASK
TASK 1 Research/Analyze/Gather all documents and develop Prog. Mgt. Plan (4 Months)	
A. Research/Analyze/Gather all existing documents	
1. Organize/Analyze all documents received	$ 35,455.62
2. Review/Comment all consultant contracts	$ 3,709.14
3. Review/Analyze all schematics including North of US 83	$ 75,561.96
5. Review/Analyze/Comment on all financial studies	$ 8,122.08
6. Review/Analyze/Comment on all TxDOT comments on all existing documents	$ 6,868.84
B. Review Exist. Quantities/Estimates and Prep.Cursive Review of Proj. Dev. Cost Est. on all projects	
1. SH 365 / TCC (All Sections)	$ 18,708.04
2. IBTC All Sections)	$ 10,997.72
3. US 281 Military Highway Overpass	$ 10,875.76
4. US 83 Connector to FM 495	$ 6,917.40
5. La Joya Relief Route Segment No. 1	$ 11,046.28
6. All Segments - North of US 83	$ 19,838.44
C. Develop Program Management Plan which includes the following components:	
2. Quality Control Plan	$ 7,727.18
3. Cost Control Plan	$ 40,535.94
4. Schedule Management /Tracking Plan	$ 13,402.16
5. Document Control Plan	$ 11,459.16
6. Financial Implementation Plan	$ 74,782.58
7. Right-of-way Acquisition Management Plan (Refer to Aranda & Associates)	$ 11,098.50
8. Utility Relocation Plan	$ 8,301.76
10. Environmental Document/Clearance/Permit Plan	$ 6,502.26
- SH365/TCC-Environmental-Atkins (formerly PBSJ)	$ 20,194.80
- IBTC-Environmental-Atkins (formerly PBSJ)	$ 8,855.48
- La Joya Bypass Phase I-B/TxDOT/Atkins	$ 14,282.10
12. Project Development / Capital Improvement Plan / Strategic Plan (CIP)	$ 123,820.26
13. General Engineering Consultant Plan Management (GEC Plan)	$ 3,687.16
14. Develop Budget for PMC Program for next 7 years	$ 30,459.78
TASK 2 Review/Monitor/Report/Implement All TxDOT Pass Thru / Toll Agreements (4 mo)	
A. Review/Monitor/Report/Implement All TxDOT Pass Thru / Toll Agreements which includes:	
1. SH 365 / Trade Corr. Conn. (TCC)(14.9 Mi.), includ. 1.97 mi. Anzalduas GSA Fac. Connect.	
- Review Agreement	$ 1,379.80
- Monitor Agreement (4 months)	$ 750.62
2. US 281 / Military Hwy Overpass	
- Review Agreement	$ 1,379.80
- Monitor Agreement	$ 750.62
3. La Joya Relief Route (Phase I)(8.3 Miles)	
- Review Agreement	$ 1,379.80
- Negotiate Agreement (1 meeting / 8 hrs / mtg) - Austin	$ 5,154.88
- Monitor Agreement	$ 750.62
4. US 281 - Falfurrias Toll Road (Future Work Authorization)	
- Review Agreement	$ -
- Negotiate Agreement (2 meeting / 8 hrs / mtg) - Austin	$ -
- Monitor Agreement	$ -
TASK 3 Rev./Analyze TRZ for the entire HCRMA Rdwy. Sys. incld. La Joya Relief Rte.	
A. Rev./Analyze Trans.Reinvest. Zone (TRZ) for the entire Loop Proj. incld. the La Joya Relief Rte.	
1. Meet w/ Authority / County (2 mtgs @ 4 hrs / mtg)	$ 5,044.16
2. Prepare Exhibit / Hold One Public Mtg (1 mtg @ 4 hrs / mtg)	$ 6,344.34
3. Modify Metes & Bounds for TRZ Boundary (paper only)	$ 7,595.12
TASK 4 Gen. Eng. Consult. (GEC) Mgt. including contract negotiations (4 months)	
A. General Project Management / Governmental Liaison (4 Months)	
1. Prepare/Review PMC Team consultant contract	$ 9,362.32
2. Prepare monthly PMC Invoice	$ 4,399.04
3. Prepare monthly PMC progress reports	$ 5,939.02
4. Attend monthly HCRMA board meetings (4 hrs / mtg / mo)	$ 7,559.36
5. Attend monthly HCRMA planning meetings (2 hrs / mtg / mo)	$ 4,265.44
6. Attend monthly HCRMA exed comm meetings (2 hrs / mtg / mo)	$ 3,779.68
7. Attend monthly MPO meetings (2 hrs / mtg / mo)	$ 3,779.68

Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Work Authorization No.1 - Supplemental Work Authorization No. 1

DANNENBAUM ENGINEERING COMPANY-MCALLEN LLC
Program Management Services for the HCRMA Roadway System
Phase IA. Research Planning/Immediate Operations Phase
Prime: Dannenbaum Engineering Company-McAllen, LLC
Schedule Duration: Nov. 1, 2011 to May 1, 2012

DESCRIPTION OF WORK TASK	COST PER TASK
8. Attend monthly TxDot meetings (Austin) (8 hrs / mtg / mo)	$ 11,329.84
9. Attend various meetings (local/state) (4 per month) (2 hrs / mtg / mo)	$ 7,195.04
10. Attend meeting in Washington DC (one meeting per 4 months) (3 days / mtg)	$ 22,708.86
11. Governmental Liaison	$ 5,060.84
12. Assist/plan/meet/negotiate with all cities in Hidalgo Co. on ordinance to increase truck usage of Toll Facilities	$ 17,344.00
B. General Engineering Consultant (GEC) Management of the following (4 Months)	
1. SH365/TCC - Environmental - Atkins (formerly PBSJ)	
- Review / Analyze / Comment on Consultant Contracts	$ 1,084.58
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	$ 1,713.76
- Oversee / Manage contract from 11/01/11 to 05/01/12	$ 2,709.56
2. IBTC - Environmental - Atkins (formerly PBSJ) (Future Work Authorization)	
- Review / Analyze / Comment on Consultant Contracts	$ -
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	$ -
- Oversee / Manage contract from 11/01/11 to 05/01/12	$ -
3. SH365/TCC (FM 1016 to E 23rd) - Survey/R.O.W - DOS Logistics, Inc.	
- Review / Analyze / Comment on Consultant Contracts	$ 2,311.78
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	$ 7,817.78
- Oversee / Manage contract from 11/01/11 to 05/01/12	$ 5,761.03
4. SH365/TCC (E 23rd to IBTC) - Survey/R.O.W. - Quintanilla Headley	
- Review / Analyze / Comment on Consultant Contracts	$ 3,364.88
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	$ 4,551.21
- Oversee / Manage contract from 11/01/11 to 05/01/12	$ 5,035.57
5. SH 365 / TCC (Toll / Pass Thru) – Seg. 1– FM1016 to Anzalduas – Eng. / Geotech - L&G Eng.	
- Review / Analyze / Comment on Consultant Contracts	$ 1,893.58
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	$ 7,559.36
- Oversee / Manage contract from 11/01/11 to 05/01/12	$ 3,473.54
- Review / Analyze / Prepare independent construction cost estimates	$ 1,563.16
TASK 4 Gen. Eng. Consult. (GEC) Mgt. including contract negotiations (4 months) Continued	
B. General Engineering Consultant (GEC) Management of the following (4 Months)(Cont.)	
6. SH365/TCC at Anzalduas - Engineering/Geotech - L&G Engineering 1A	
- Review / Analyze / Comment on Consultant Contracts	$ 3,381.24
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	$ 3,916.50
- Oversee / Manage contract from 11/01/11 to 05/01/12	$ 2,359.24
7. SH 365 / TCC (Toll / Pass Thru) – Seg. 1B – Anz. GSA Conn. to E. of 23rd – Eng. / Geo. - L&G Eng.	
- Review / Analyze / Comment on Consultant Contracts	$ 2,298.96
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	$ 7,775.94
- Oversee / Manage contract from 11/01/11 to 05/01/12	$ 2,988.42
8. SH 365 / TCC (Toll / Pass Thru) – Seg. 2 – E. of 23rd to IBTC – Eng. / Geo. - S&B Infra.	
- Review / Analyze / Comment on Consultant Contracts	$ 3,186.94
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	$ 6,107.56
- Oversee / Manage contract from 11/01/11 to 05/01/12	$ 4,775.06
9. US 281/Military Overpass - Engineering/Geotech/Survey -TEDSI Infrastructure	
- Review / Analyze / Comment on Consultant Contracts	$ 3,186.94
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	$ 2,153.24
- Oversee / Manage contract from 11/01/11 to 05/01/12	$ 2,226.12
10. US 83 Connector to FM 495 - Eng./Geotech/Survey - S&B Infrastructure (Future Work Authorization)	
- Review / Analyze / Comment on Consultant Contracts	$ -
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	$ -
- Oversee / Manage contract from 11/01/11 to 05/01/12	$ -
TASK 5 Procurement / Negotiations of Prof. Svcs.	
A. Procurement/Negotiations of Prof. Svcs. of the following: (4 months)	
1. SH 365 / TCC - Seg. 1 - ROW Acquisition/Title Company (Future Work Authorization)	$ -
2. SH 365 / TCC - Seg. 1A - ROW Acquisition/Title Company (Future Work Authorization)	$ -
3. SH 365 / TCC - Seg. 1B - ROW Acquisition/Title Company (Future Work Authorization)	$ -
4. SH 365 / TCC - Seg. 2 - ROW Acquisition/Title Company (Future Work Authorization)	$ -
5. IBTC Seg. 1-5 - Engineering (One Procurement up to Five(5) Firms)	$ 10,628.66
6. IBTC Seg. 1-5 - Survey (One Procurement up to Five(5) Firms)	$ 10,628.66
7. IBTC Seg. 1-5 - ROW Acquisition/Title Company (Future Work Authorization)	$ -
8. IBTC Geotech Total Project (Future Work Authorization)	$ -
9. US 83 Connector to SH 495 - ROW Acquisition/Title Company (Future Work Authorization)	$ -
10. US 281 (Military) Overpass at San Juan - ROW Acquisition/Title Company (Future Work Authorization)	$ -
11. La Joya Relief Route Corridor Seg. 1 - Environmental/Schematic (Update / Finalize)/Engineering	$ 5,991.18
12. La Joya Relief Route Corridor Seg. 1 - Geotech (Future Work Authorization)	$ -
13. La Joya Relief Route Corridor Seg. 1 - Survey (Future Work Authorization)	$ -
14. La Joya Relief Route Corridor Seg. 1 - ROW Acquisition/Title Co. (Future Work Authorization)	$ -
15. Toll Consultant / Traffic Management - system wide (Future Work Authorization)	$ -

Exhibit "D-1" Contract No. _____

Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Work Authorization No.1 - Supplemental Work Authorization No. 1

DANNENBAUM ENGINEERING COMPANY-MCALLEN LLC
Program Management Services for the HCRMA Roadway System
Phase IA. Research Planning/Immediate Operations Phase
Prime: Dannenbaum Engineering Company-McAllen, LLC
Schedule Duration: Nov. 1, 2011 to May 1, 2012

DESCRIPTION OF WORK TASK	COST PER TASK
DIRECT EXPENSES	
Lodging / Hotel ($100.00 / DAY)	$ 1,235.00
Meals ($30.00 / DAY)	$ 834.00
Rental Car	$ 1,770.00
Air Travel	$ 2,750.00
Parking	$ 154.00
Overnight Mail - letter size	$ 3,450.00
Photocopies B/W (8.5 X 11)	$ 709.90
Photocopies B/W (11 X 17)	$ 620.00
Photocopies Color (8.5 X 11)	$ 710.00
Photocopies Color (11 X 17)	$ 750.00
Color Graphics on Foam Board	$ 70.00
Public Outreach Laison	$ 60,000.00
CPA/Accounting Support Services (Future Work Authorization)	$ -
IT Support Services (Future Work Authorization)	$ -
Appraiser (Future Work Authorization)	$ -
Totals	$ 909,960.63

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION 2012-02

APPROVING DANNENBAUM ENGINEERING CORPORATION AS A REPRESENTATIVE OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY ON THE HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION'S TECHNICAL COMMITTEE

THIS RESOLUTION is adopted this 22nd day of February, 2012 by the Board of Directors 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");

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

WHEREAS, on October 27, 2011, the Board entered into that certain Agreement for Program Management Services with Dannenbaum Engineering Corporation (the "Agreement");

WHEREAS, for the term of the Agreement, the Board desires to have Dannenbaum Engineering Corporation serve as the Board's representative on the Hidalgo County Metropolitan Planning Organization's Technical Advisory Committee (the "MPO TAC"); and

WHEREAS, this Resolution rescinds any previous resolution naming a representative for the Authority to the MPO TAC;

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 Dannenbaum Engineering Corporation to serve as the Board's representative on the MPO TAC for the term of the Agreement or until another representative is named.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 22nd day of February, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Joe Olivarez, Secretary/Treasurer

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012-03

AUTHORIZING AN INTERLOCAL AGREEMENT WITH THE CITY OF MCALLEN FOR ADMINISTRATIVE SERVICES

THIS RESOLUTION is adopted this 22nd day of February, 2012 by the Board of Directors 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");

WHEREAS, on November 17, 2005, the Texas Transportation Commission (the "Commission") created the Authority pursuant to (a) the Act; (b) Title 43, Texas Administrative Code; (c) a petition of the Hidalgo County Commissioners Court (the "County"); and (iv) findings by the Commission that the creation of the Authority would result in certain direct benefits to the State of Texas (the "State"), local governments, and the traveling public and would improve the State's transportation system;

WHEREAS, the Authority finds that it is in the best interest of the Authority to hire an executive director and/or project engineer; and

WHEREAS, in order to provide a benefits package to this executive director and/or project engineer, the Authority requires an administrative agent;

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 authorizes an interlocal agreement with the City of McAllen, in substantially the form attached hereto as Exhibit A and authorizes the Chairman to execute such agreement upon final review and approval of counsel.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 22nd day of February, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Joe Daniel Olivarez, Secretary/Treasurer

EXHIBIT A

The Interlocal Agreement

INTERLOCAL AGREEMENT
by and between
CITY OF MCALLEN, TEXAS
and
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
for Administrative Services

This Interlocal Agreement (hereafter termed "Agreement") is made pursuant to Chapter 791, Texas Government Code, *Interlocal Cooperation Act*, and is entered into by and between the **CITY OF MCALLEN, TEXAS** (hereafter referred to as "**CITY**"), **a home-rule municipality** and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** (hereafter referred to as "**AUTHORITY**", collectively, with the **CITY**, the "Parties"), a regional mobility authority created by Hidalgo County (the "County") and the Texas Transportation Commission (the "Commission") pursuant to Chapter 370, Texas Transportation Code.

SECTION 1
PURPOSE

1.01 **CITY** and **AUTHORITY** agree to enter into this Agreement by which the **CITY** will provide certain administrative services, to wit an executive director, for the **AUTHORITY** (the "Executive Director").

1.02 **CITY** and **AUTHORITY** find it mutually beneficial and desire to accomplish the goals of enhancing mobility in the **CITY** and throughout the County. **CITY** has supported the County in its efforts to improve transportation in the region by creating the **AUTHORITY** and pursuing the priorities of developing the Hidalgo County Loop System, the La Joya Bypass, and US 281 alternative route (the "Projects").

1.03 **AUTHORITY** desires to develop the Projects, has engaged a team of professional consultants, and now requires administrative services in the form of an Executive Director. The **CITY** agrees to dedicate a **CITY** employee to the **AUTHORITY** to serve as the Executive Director.

SECTION 2
TERM AND TERMINATION

2.01 This Agreement commences on the date of execution of final signature, and shall remain in effect until terminated by the Parties.

2.02 This Agreement may be terminated upon thirty (30) calendar days' written notice to the other party, sent to the address indicated in Section 5.01 of this Agreement.

SECTION 3
COSTS AND REQUIREMENTS

3.01 **AUTHORITY** shall assume all costs and expenses for the dedicated Executive Director, including costs of fringe benefits and professional obligations and shall pay the CITY an administrative fee equal to 5% of all costs and expenses

3.02 During the term of this Agreement, at least ten (10) days before the **CITY** makes any salary payment to the Executive Director, **AUTHORITY** shall provide funds by electronic transfer to the **CITY. CITY** shall notify **AUTHORITY** of the exact amount of payment due no later than 10 days before the date the electronic transfer is due. The **CITY** shall provide a complete accounting of current costs, including benefit details and administrative fees, to the **AUTHORITY**. Any increases in such costs must be approved by the **AUTHORITY.**

3.03 The **AUTHORITY** shall reimburse the Executive Director directly for any expenses incurred in pursuit of official business of the **AUTHORITY**. The **CITY** shall receive a copy of all expense reports on a quarterly basis. Any expenses incurred by the Executive Director in pursuit of **CITY** business shall be reimbursed by **CITY**.

3.04 In addition to any employment requirements maintained by the **CITY** and outlined in Chapter 171, Texas Local Government Code, the Executive Director must comply with and be qualified under the requirements of Section 370.252, Texas Transportation Code and Title 43 of the Texas Administrative Code, unless an exception is granted by the Commission, to wit:

A. The Executive Director may not accept or solicit any gift, favor, or service that might reasonably influence him in the discharge of an official duty or that he knows is being offered with the intent to influence his official conduct.
B. The Executive Director may not accept other employment or engage in a business or professional activity that he might reasonably expect would require or induce him to disclose confidential information acquired by reason of his position as Executive Director.
C. The Executive Director may not accept other employment or compensation that could reasonably be expected to impair his independence or judgment in the performance of his official duties.
D. The Executive Director may not make personal investments, including investments of his spouse, that could reasonably be expected to create a substantial conflict between his private interests and the interests of the **AUTHORITY**.
E. The Executive Director may not intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised his official duties in favor of another.
F. The Executive Director may not have a personal interest in an agreement

executed by the **AUTHORITY**.

G. A person is not eligible to serve as the Executive Director of the **AUTHORITY** if he or his spouse is employed or participates in the management of a business entity or other organization, other than a political subdivision, that is regulated by or received funds directly from the **AUTHORITY,** the Texas Department of Transportation, or the County.

H. A person is not eligible to serve as the Executive Director of the **AUTHORITY** if he or his spouse directly or indirectly owns or controls more than 10% interest in a business or other organization that is regulated by or receive funds from the **AUTHORITY**, the Texas Department of Transportation, or the County.

I. A person is not eligible to serve as the Executive Director of the **AUTHORITY** if he or his spouse uses or receives a substantial amount of tangible goods, services, or funds from the **AUTHORITY**, the Texas Department of Transportation, or the County.

J. A person is not eligible to serve as the Executive Director of the **AUTHORITY** if he or his spouse is required to register as a lobbyist under Chapter 305, Government Code, because of the person's activities for compensation on behalf of a profession related to the operation of the **AUTHORITY**, the Texas Department of Transportation, or the County.

K. A person is not eligible to serve as the Executive Director of the **AUTHORITY** if he or his spouse is an officer, employee, or paid consultant of a Texas trade association in the field of road construction or maintenance, public transportation, or aviation, or if the person's spouse is an officer, manager, or paid consultant of a Texas trade association in the field of road construction or maintenance, public transportation, or aviation.

L. A person is not eligible to serve as the Executive Director of the **AUTHORITY** if he or his spouse has received funds from the Texas Department of Transportation for acquisition of highway right-of-way unless the acquisition was for a project of the **AUTHORITY**.

3.05 To the extent permitted by State law and, if necessary, authorized by the Commission, with the consent of the Board of Directors of the **AUTHORITY**, the Executive Director may perform certain acts on behalf of the **CITY** or another political subdivision that benefit the County or the region.

SECTION 4
RIGHTS AND DUTIES

4.01 The following rights and duties will be held or performed by **CITY**:

A. **CITY** will provide an employee, selected by the Board of Directors of the **AUTHORITY**, to serve as the Executive Director of the Authority.

B. The Executive Director shall receive the same benefits and services as similarly-classified **CITY** employees, including health, life, dental, long term disability, wellness program, unemployment compensation benefits, and leave accruals and

unless otherwise stated herein shall be subject to all rules and requirements of **CITY** employees.

C. The Executive Director shall be a senior administrator at the **CITY**, reporting directly to the City Manager. The City Manager shall assign all oversight of the Executive Director to the Board of Directors of the **AUTHORITY**.

D. The **CITY** shall not change or replace Executive Director without written consent from the **AUTHORITY**.

E. **CITY** does hereby release, indemnify, and promise to defend and save harmless the **AUTHORITY**, its officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the **AUTHORITY**, its officials, officers, employees, and agents in defense thereof, asserting or arising directly or indirectly on account of or out of Executive Director's performance of service to, for, or on behalf of the **CITY**.

4.02 The following rights and duties will be held or performed by **AUTHORITY**:

A. The Board of Directors of the **AUTHORITY** shall approve the **CITY** employee assigned as Executive Director and shall supervise the Executive Director in the performance of the administrative tasks of the **AUTHORITY**.

B. The Board of Directors of the **AUTHORITY** shall provide an annual performance evaluation of the Executive Director. A copy of this evaluation shall be provided to **CITY**.

C. **AUTHORITY** shall provide office space for the Executive Director. Such office space is not required to be in the **CITY**, but shall be in the County.

D. **AUTHORITY** shall compensate **CITY** for all costs related to Executive Director as described in Section 3.

F. **AUTHORITY** shall directly reimburse Executive Director for any expenses incurred in pursuit of official **AUTHORITY** business, including any licensing requirements. The **CITY** shall receive a copy of all expense reports on a quarterly basis. Any expenses incurred by Executive Director in pursuit of **CITY** business will be reimbursed by **CITY**.

G. **AUTHORITY** does hereby release, indemnify, and promise to defend and save harmless the **CITY**, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the **CITY**, its elected officials, officers, employees, and agents in defense thereof, asserting or arising directly or

indirectly on account of or out of Executive Director's performance of service pursuant to this Agreement.

SECTION 5
MISCELLANEOUS

5.01 Notices required under this Agreement may be sent by United States Postal Service regular surface mail, certified mail, registered mail, overnight delivery, or hand delivery. **CITY** and/or **AUTHORITY** can change the notice address by sending to the other party written indication of the new address. Notices should be addressed as follows:

CITY: City of McAllen
1300 Houston Avenue
McAllen, TX 78501
Attention: City Manager

With a copy to:
City Attorney at same location.

AUTHORITY: Hidalgo County Regional Mobility Authority
510 S. Pleasantview Drive
Weslaco, TX 78596
Attention: Chairman of the Board

With a copy to:
Blakely Fernandez, General Counsel
Tuggey Fernandez LLP
3707 N. St. Mary's Street, Ste. 200
San Antonio, TX 78212

5.02 Force Majeure: Any and all duties, obligations, and covenants of this Agreement will be suspended during time of natural disaster, war, acts of terrorism, or other "Acts of God", which prevent a party from fulfilling any and all duties, obligations, and/or covenants of this Agreement. If a party is prevented from fulfilling a duty, obligation, and/or covenant of this Agreement, due to Force Majeure, the party prevented from fulfilling will notify the other party in writing, sent pursuant to Section 5.01 Agreement, within fourteen (14) calendar business days of the Force Majeure event.

5.03 Parties Relationship: Nothing in the Agreement should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than, between **CITY** and **AUTHORITY**.

5.04 Applicable Law: This Agreement is construed under and in accordance with the laws of the State of Texas.

5.05 Cumulative Rights: All rights, options, and remedies contained in this Agreement and held by **CITY** and **AUTHORITY** are cumulative and the exercising of one will not exclude exercising another. **CITY** and **AUTHORITY** each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this Lease.

5.06 Non-waiver: A waiver by either **CITY** or **AUTHORITY**, or both, of any obligation, duty, or covenant of this Agreement will not constitute a waiver of any other breach of any obligation, duty, or covenant of this Agreement.

5.07 Counterparts: This Agreement can be executed in multiple counterparts, each of which is declared an original.

5.08 Severability: If any clause of provision of this Agreement is illegal, invalid or unenforceable under present or future law, **CITY** and **AUTHORITY** intend that the remaining clauses or provisions of this Agreement will not be affected and will remain in full force and effect.

5.09 Entire Agreement: This Agreement contains the final and entire agreement between **CITY** and **AUTHORITY**, and will not be amended, explained, or superceded by any oral or written communications; unless done so in a subsequent, written, and mutually agreed upon amendment.

5.10 Successors and Assigns: All the obligations, duties, covenants, and rights contained in this Agreement and performable by **CITY** will be applicable and binding upon respective successors and assigns, including any successor by merger or consolidation; however, nothing in this provision shall be construed to be consent of Assignment of this Agreement.

5.11 Nondiscrimination: **CITY** and **AUTHORITY**, and their agents or employees, are prohibited from discriminating on the basis of race, color, sex, age, religion, national origin, or handicap, in the performance of the terms, conditions, covenants and obligations of this Agreement.

5.12 Dispute Resolution: Any dispute between **CITY** and **AUTHORITY** regarding this Agreement will be governed by Texas Government Code, Chapter 2009, *Alternative Dispute Resolution for Use by Governmental Bodies*, and any applicable Model Rules promulgated by the Office of the Attorney General, the State of Texas.

5.13 Texas Department of Transportation: This agreement is subject to review and approval by the Texas Department of Transportation.

EXECUTED the 5th day of April, 2012, by **CITY**, by its duly authorized agent, as evidenced by the attached Resolutions of the City Council and Hidalgo County Regional Mobility Authority.

"CITY"
CITY OF McALLEN

By: _____
Mike R. Perez
City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority a Notary Public for the State of Texas, on this day personally appeared Mike R. Perez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity state in such instrument.

GIVE UNDER MY HAND AND SEAL OF OFFICE this 5th day of April, 2012.

NORMA A. OLVERA
Notary Public, State of Texas
My Commission Expires
March 16, 2013

_____
Notary Public, State of Texas
My Commission Expires: 3/16/2013

EXECUTED the 28th day of March, 2012, by **AUTHORITY**, by its duly authorized officer.

"AUTHORITY"
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
DENNIS BURLESON
Chairman of the Board of Directors

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority a Notary Public for the State of Texas, on this day personally appeared **DENNIS BURLESON**, Chairman of the Board of Directors, **AUTHORITY**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and in the capacity state in such instrument.

GIVE UNDER MY HAND AND SEAL OF OFFICE this 28th day of March, 2012.

Flor Estella Koll
Notary Public, State of Texas
My Commission Expires: 10-27-2012

FLOR ESTELLA KOLL
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
10-27-2012

EXHIBIT A
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

EXECUTIVE DIRECTORJOB DESCRIPTIONCRITERIA FOR EXECUTIVE DIRECTOR

KNOWLEDGE

- Working knowledge of RMA policies, procedures, legislation, and various codes and laws affecting the implementation of RMA projects and programs;
- Knowledge of the process of developing transportation projects, including the planning and preliminary development phases, environmental process, right of way acquisition, utility relocation, funding, design, construction management;
- Knowledge of toll projects and alternative delivery;
- Knowledge of the principles and practices of regional planning and knowledge of transit, rail, and air quality planning;
- Knowledge of the operations, services, and activities of a comprehensive management program;
- Knowledge of the principles and practices of budget preparation and administration;
- Knowledge of modern office practices and technology, the use of computers and peripheral equipment;
- Working knowledge of public finance;

ABILITIES/SKILLS

- Ability to work under considerable stress as a result of tight deadlines, balancing multiple projects, and performing duties under public and political scrutiny;
- Ability to provide effective leadership, supervision and motivation to evaluate the performance of subordinates and vendors/contractors;
- Ability to direct preparation of complex technical reports, financial reports, budgets, and correspondence;
- Ability to make sound, educated, independent decisions and use judgment and discretion in applying RMA policies, rules and regulations;
- Ability to read, analyze, understand and apply complex legal, financial and/or technical reports, policies, codes, etc.; and
- Ability to communicate effectively with RMA personnel, governmental officials, contractors, consultants and the general public.

EXHIBIT B
CITY OF MCALLEN AND HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
EXECUTIVE DIRECTOR SELECTION AND TERMS

Selected Employee:	**Pilar Rodriguez**
Starting Salary:	**$170,000 / annual**
Auto Allowance:	**$700/month**
Phone Allowance:	**$125/month**
Health Benefits:	**Provided by City, reimbursed by HCRMA**
Retirement Benefits:	**Provided by City, reimbursed by HCRMA**
Disability Benefits:	**Provided by City, reimbursed by HCRMA**
Leave:	**Commiserate with senior manager level employees at City**
Office Location:	**To be provided by Authority**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION 2012-04

AUTHORIZING THE CREATION OF A TECHNICAL COMMITTEE AND AUTHORIZING THE EXECUTIVE COMMITTEE TO FINALIZE THE STRUCTURE AND SCOPE OF THE COMMITTEE

THIS RESOLUTION is adopted this 22nd day of February, 2012 by the Board of Directors 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");

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

WHEREAS, the Board has determined that it is in the best interest of the Authority to create a technical committee, comprised of senior level engineers and professionals from various communities and agencies in the jurisdiction of the Authority; and

WHEREAS, the technical committee shall serve to advise the board on procurements and consultant work products;

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 authorizes the Executive Committee to determine the size, structure and scope of the technical committee, identify candidates, and issue requests for participation.

***

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 22nd day of February, 2012 at which meeting a quorum was present.

Dennis Burleson, Chairman

Joe Daniel Olivarez, Secretary/Treasurer

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012-05

AUTHORIZING REVISIONS TO THE TERMS OF THE INTERLOCAL AGREEMENT WITH THE CITY OF MCALLEN FOR ADMINISTRATIVE SERVICES

THIS RESOLUTION is adopted this 5th day of March, 2012 by the Board of Directors 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");

WHEREAS, on November 17, 2005, the Texas Transportation Commission (the "Commission") created the Authority pursuant to (a) the Act; (b) Title 43, Texas Administrative Code; (c) a petition of the Hidalgo County Commissioners Court (the "County"); and (iv) findings by the Commission that the creation of the Authority would result in certain direct benefits to the State of Texas (the "State"), local governments, and the traveling public and would improve the State's transportation system;

WHEREAS, the Authority finds that it is in the best interest of the Authority to hire an executive director and/or project engineer;

WHEREAS, in order to provide a benefits package to this executive director and/or project engineer, the Authority requires an administrative agent and on February 22, 2012, the Board authorized an interlocal agreement with the City of McAllen for administrative services; and

WHEREAS, the Selection Committee of the Board has negotiated and finalized terms for the executive director and/or project engineer;

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 authorizes the revised terms as presented in Exhibit A attached hereto and authorizes the Chairman to substitute this term sheet for the term sheet attached to the interlocal agreement with the City of McAllen as approved on February 22, 2012.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 5th day of March, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Joe Daniel Olivarez, Secretary/Treasurer

EXHIBIT A

The Term Sheet (Exhibit B to the Interlocal Agreement)

EXHIBIT B
CITY OF MCALLEN AND HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
EXECUTIVE DIRECTOR SELECTION AND TERMS

Selected Employee:	**Pilar Rodriguez**
Starting Salary:	**$170,000 / annual**
Auto Allowance:	**$700/month**
Phone Allowance:	**$125/month**
Health Benefits:	**Provided by City, reimbursed by HCRMA**
Retirement Benefits:	**Provided by City, reimbursed by HCRMA**
Disability Benefits:	**Provided by City, reimbursed by HCRMA**
Leave:	**Commiserate with senior manager level employees at City**
Office Location:	**To be provided by Authority**

AMENDMENT ONE (CLARIFICATION)

INTERLOCAL AGREEMENT
by and between
CITY OF MCALLEN, TEXAS
and
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
for Administrative Services

This Amendment to that certain Interlocal Agreement by and between the City of McAllen, Texas (the "**CITY**") and the Hidalgo County Regional Mobility Authority (the "**AUTHORITY**") dated April 5, 2012 (the "Agreement") is made to clarify the following:

1. The purpose of the Agreement described in Section 1 of the Agreement is for the **CITY** to provide certain administrative services to the **AUTHORITY**, to wit an Executive Director and any staff reporting directly to that Executive Director.

2. The administrative overhead fees contemplated in Sections 3.01 – 3.03 apply to all services provided by the **CITY**. The statutory requirements and prohibitions for a chief administrative officer of a regional mobility authority discussed in Section 3.04 apply only to the Executive Director.

3. The Executive Director will have authority to select his or her own staff members and such staff members will report to the Executive Director and not the City Manager. Otherwise, the provisions of Section 4 apply to all **AUTHORITY** staff employed by the **CITY**.

4. The Executive Director will perform annual evaluations on all staff under his or her supervision, otherwise, the provisions of Section 5 apply.

5. Selection of and terms for staff members reporting directly to the Executive Director shall be added as exhibits to the Agreement.

[Remainder of page intentionally left blank.]

EXECUTED the 13th day of June, 2012 by the **CITY**, by its duly authorized agent.

CITY OF MCALLEN

By: Mike R. Perez, City Manager

ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority a Notary Public for the State of Texas, on this day personally appeared Mike R. Perez, known to me to be the person whose name is subscribed in the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and the capacity stated in such instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of June, 2012.

ALMA D. VILLARREAL
Notary Public
STATE OF TEXAS
My Comm. Exp. 11-17-2015

Notary Public, State of Texas
My Commission Expires: 11/17/2015

EXECUTED the 20 day of June, 2012 by the **AUTHORITY**, by its duly authorized officer.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: Dennis Burleson, Chairman

ACKNOWLEDGEMENT

BEFORE ME, the undersigned authority a Notary Public for the State of Texas, on this day personally appeared Dennis Burleson, known to me to be the person whose name is subscribed in the foregoing instrument and acknowledged to me that he executed it for the purposes and consideration therein expressed, and the capacity stated in such instrument.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of June, 2012.

FLOR ESTELLA KOLL
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
10-27-2012

Notary Public, State of Texas
My Commission Expires: 10-27-2012

EXHIBIT C
CITY OF McALLEN AND HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PROGRAM ADMINISTRATIOR SELECTION AND TERMS

Selected Employee:	**Flor E. Koll**
Starting Salary:	**$23.54 per hour (Non-Exempt)**
Auto Allowance:	**n/a**
Phone Allowance:	**n/a**
Health Benefits:	**Provided by City, reimbursed by HCRMA**
Retirement Benefits:	**Provided by City, reimbursed by HCRMA (rolled over from LRGVDC)**
Disability Benefits:	**Provided by City, reimbursed by HCRMA**
Leave:	**Commiserate with similar level employees at City**

Note: Administrator comes in with 124.27 days of sick leave accrued and 35.45 days of vacation accrued.

Office Location:	**To be provided by HCRMA**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012-06

ACCEPTING HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY'S 2012 STRATEGIC PLAN AND 2011 ANNUAL REPORT

THIS RESOLUTION is adopted this 28th day of March, 2012 by the Board of Directors 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");

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

WHEREAS, Section 370.261 of the Act requires that the Authority file a written annual report with the Hidalgo County Commissioners Court by March 31 of each year and, every even numbered year, develop a five year strategic plan;

WHEREAS, the annual report, by statute, must include: the Authority's activities describing all transportation revenue bond issuances anticipated for the coming year, the financial condition of the Authority, all project schedules, and the status of the Authority's performance under the most recent strategic plan; and

WHEREAS, the 2012 strategic plan, by statute, must be a five year plan covering 2013-2018;

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.

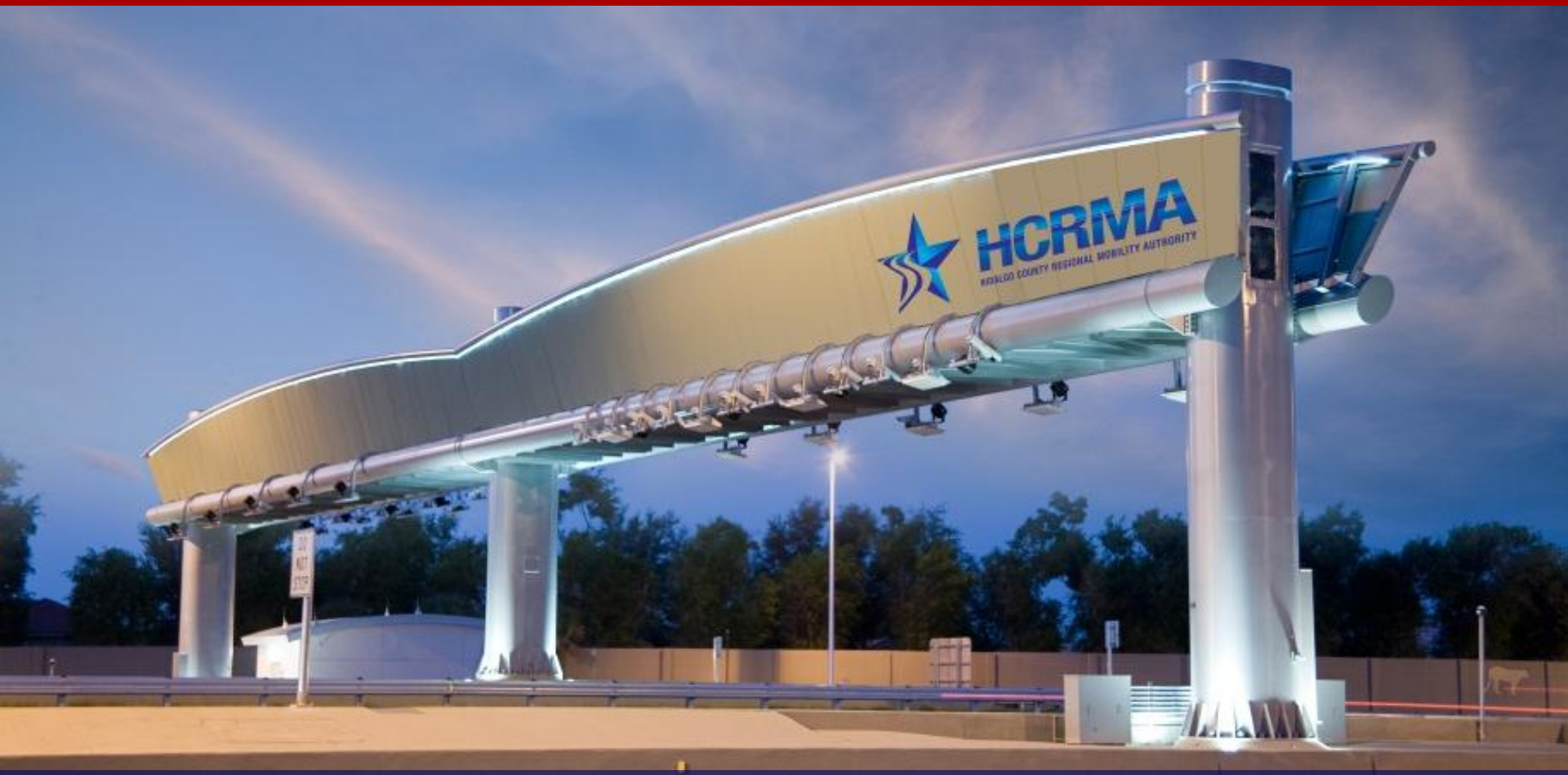
Section 2. The Board hereby approves the 2011 Annual Report attached hereto as Exhibit A.

Section 3. The Board hereby approves the 2012 Strategic Plan attached hereto as Exhibit B, and including, as part of the plan, Project Manager Strategy No. 8 ,which includes SH 365 with a four (4) lane roadway and no bridge structure over the Anzalduas Bridge from the limits of US 281/Military Highway to FM 396.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 28th day of March, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Joe Daniel Olivarez, Secretary/Treasurer

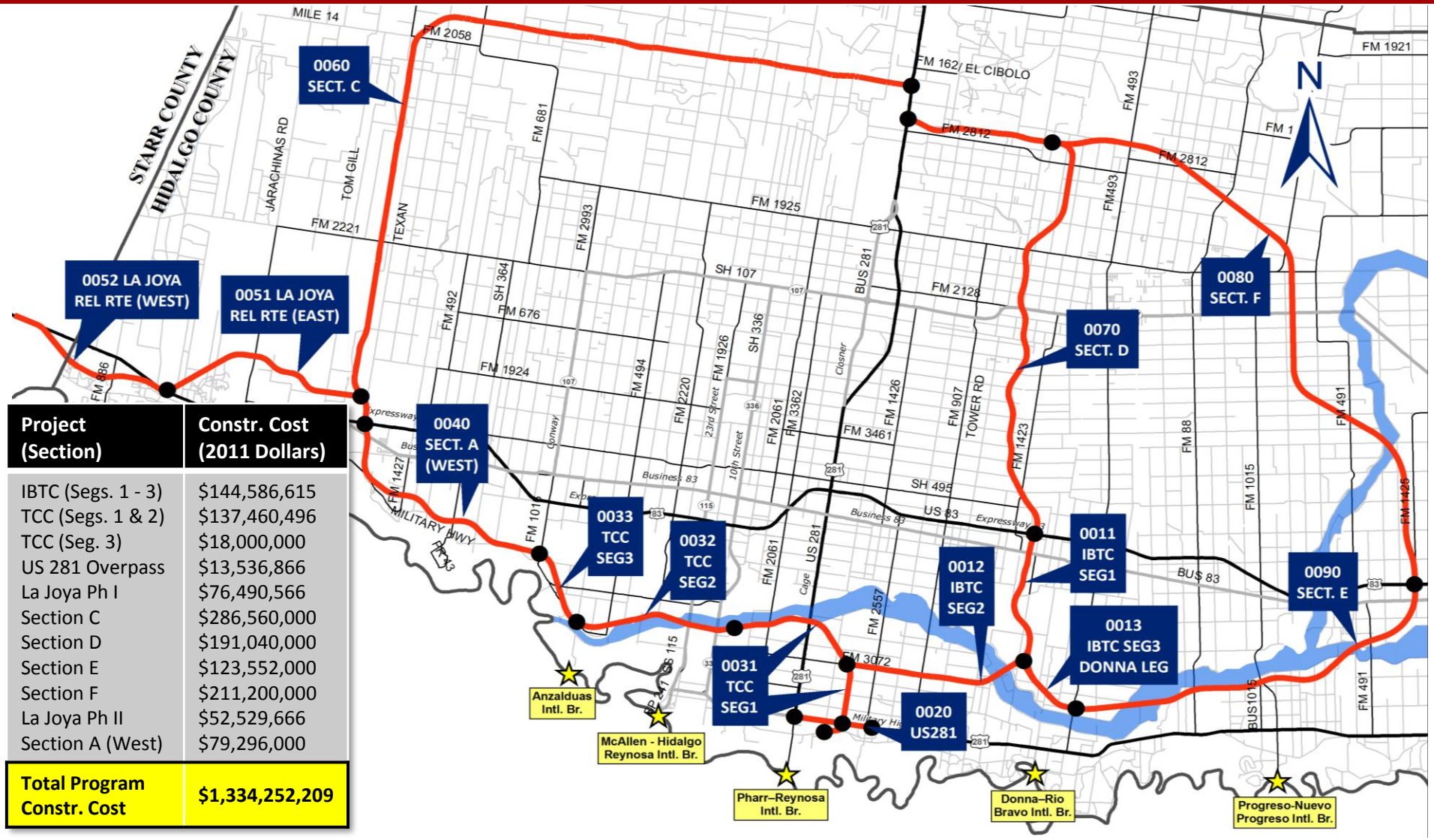


STRATEGIC PLAN 2012 - 2021

Long-term Loop Concept

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

DANNENBAUM – PROGRAM MANAGER



Project (Section)	Constr. Cost (2011 Dollars)
IBTC (Segs. 1 - 3)	$144,586,615
TCC (Segs. 1 & 2)	$137,460,496
TCC (Seg. 3)	$18,000,000
US 281 Overpass	$13,536,866
La Joya Ph I	$76,490,566
Section C	$286,560,000
Section D	$191,040,000
Section E	$123,552,000
Section F	$211,200,000
La Joya Ph II	$52,529,666
Section A (West)	$79,296,000
Total Program Constr. Cost	**$1,334,252,209**

Currently Available Funds

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

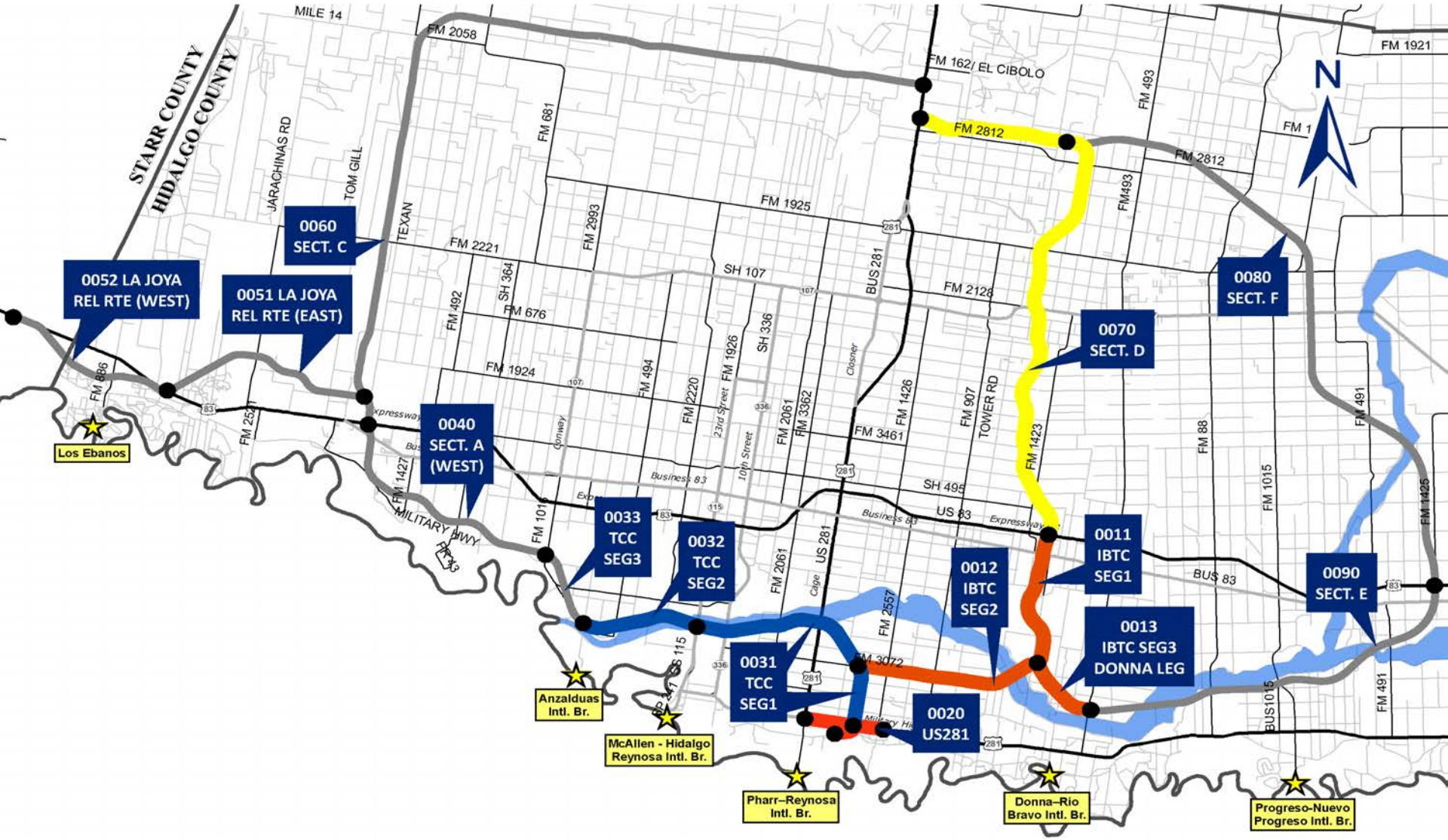
DANNENBAUM – PROGRAM MANAGER

Funding Description	IBTC (All Segments)	TCC (All Segments)	US 281 Military Highway	La Joya Rel. Rte. Ph I	Total
TxDOT Category 11 (District Discretionary) (Constr. only)	$ -	$ -	$ -	$ 3,500,000	$ 3,500,000
MPO Category 7	$ -	$ -	$ -	$ 20,000,000	$ 20,000,000
TxDOT Category 10 (Earmark)	$ -	$ 1,490,000	$ -	$ -	$ 1,490,000
TxDOT Category 10 (CBI - On System) (Constr. only)	$ -	$ -	$ 2,000,000	$ -	$ 2,000,000
TxDOT Category 10 (CBI - Off System for BSIF Conn.) (80-20 match on $3.6M) (Constr. only)	$ -	$ -	$ 2,880,000	$ -	$ 2,880,000
Total VFR Bonds	*Allocation Depends on Strategy, $60M projected Net*				$ 60,000,000
Pass-through Funds (Constr. only-Max Reimbursement)	$ -	$ 70,000,000	$ 7,355,000	$ 34,739,952	$112,094,952

Selected Strategy 8 – 4 Lane

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

DANNENBAUM – PROGRAM MANAGER



Sources and Uses of Funds by Project (2012 - 2021)

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

DANNENBAUM – PROGRAM MANAGER

$ in Thousands

Sources	TCC	IBTC	LJRR	281 MIL HWY	SECT. D	Line of Credit Takeout	Total
Category 11	$0	$0	$0	$0	$0	$0	$0
Category 7	$0	$0	$0	$0	$0	$0	$0
Category 10 (Earmark)	$1,375	$0	$0	$0	$0	$0	$1,375
VRF Bond Proceeds	$17,982	$20,248	$0	$1,208	$4,169	$13,392	$57,000
Pass Through Bond Proceeds	$145,420	$0	$0	$0	$0	$0	$145,420
Toll Revenue Bond Proceeds	$25,003	$80,388	$0	$0	$0	$0	$105,391
Pass Through/Toll Rev Sub Lien Bond Proceeds	$58,531	$0	$0	$0	$0	$0	$58,531
Portion paid for by Cash	$5,160	$5,606	$0	$154	$0	$0	$10,920
Total	***$253,471***	***$106,242***	***$0***	***$1,362***	***$4,169***	***$13,392***	***$378,636***

Uses	TCC	IBTC	LJRR	281 MIL HWY	SECT. D	Line of Credit Takeout	Total
TCC Project Cost	$217,816	$0	$0	$0	$0	$0	$217,816
IBTC Project Cost	$0	$242,749	$0	$0	$0	$0	$242,749
La Joya Relief Route Project Cost	$0	$0	$0	$0	$0	$0	$0
US 281 at I-Road Project Cost	$0	$0	$0	$1,245	$0	$0	$1,245
Section D Project Cost	$0	$0	$0	$0	$4,169	$0	$4,169
Line of Credit Takeout	$0	$0	$0	$0	$0	$12,766	$12,766
Financing Costs	$35,655	$10,407	$0	$117	$0	$626	$46,806
Total	***$253,471***	***$253,156***	***$0***	***$1,362***	***$4,169***	***$13,392***	***$525,550***

Surplus/(Deficit)	**$0**	**($146,914)**	**$0**	**$0**	**$0**	**$0**	**($146,914)**

Cash Balance by Year (2012 - 2021)

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

DANNENBAUM – PROGRAM MANAGER

$ in Thousands

07/2014 Constr. Begins (TCC)

06/2016 Constr. Begins (IBTC)

Cash Balance	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	Totals
Cash Balance BEG	$ 6,036	$ 5,657	$ 5,833	$ 6,530	$ 2,298	$ (33,847)	$ (45,760)	$ (109,573)	$ (146,773)	$ (146,748)	$ 6,036
Cash Contribution	1,362	1,368	697	13	0	15	0	0	25	56	3,536
Cash Withdrawal	1,741	1,191	-	4,245	36,145	11,928	63,814	37,200	-	-	156,264
Cash Balanace END	***$ 5,657***	***$ 5,833***	***$ 6,530***	***$ 2,298***	***$ (33,847)***	***$ (45,760)***	***$ (109,573)***	***$ (146,773)***	***$ (146,748)***	***$ (146,692)***	***$ (146,692)***

05/2017 Toll Operations Begin (TCC)

07/2019 Toll Operations Begin (IBTC)

County Support

Strategy would require County to provide:

- **Support on interest backstop on approx. $378M of bond issuance.**
- **Includes support for issuing $57M worth of VRF bonds. ($30M-2012)**
- **Support to address funding shortfall of $146M (IBTC=$146M TCC=$0).**

Sources and Uses of Funds by Year (2012 - 2021)

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

DANNENBAUM – PROGRAM MANAGER

$ in Thousands

Sources	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	TOTAL
Category 11	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Category 7	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Category 10 (Earmark)	$364	$229	$229	$229	$229	$95	$0	$0	$0	$0	$1,375
VRF Bond Proceeds	$18,456	$25,335	$2,622	$6,418	$0	$0	$0	$3,642	$527	$0	$57,000
Pass Through Bond Proceeds	$0	$0	$47,206	$38,433	$38,433	$16,014	$0	$0	$0	$0	$140,085
Toll Revenue Bond Proceeds	$0	$0	$0	$0	$24,035	$81,356	$0	$0	$0	$0	$105,391
Pass Through/Toll Rev Sub Lien Bond Proceeds	$0	$0	$41,694	$16,837	$0	$0	$0	$0	$0	$0	$58,531
Portion paid for by Cash	$2,974	$1,398	$0	$4,249	$2,298	$0	$0	$0	$0	$0	$10,920
Total	***$21,794***	***$26,962***	***$91,751***	***$66,165***	***$64,994***	***$97,465***	***$0***	***$3,642***	***$527***	***$0***	***$373,301***

Uses	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	TOTAL
TCC Project Cost	$3,326	$15,947	$60,554	$57,099	$57,099	$23,791	$0	$0	$0	$0	$217,816
IBTC Project Cost	$2,904	$7,859	$2,474	$9,066	$33,730	$85,617	$63,851	$37,247	$0	$0	$242,749
La Joya Relief Route Project Cost	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
US 281 at I-Road Project Cost	$242	$854	$149	$0	$0	$0	$0	$0	$0	$0	$1,245
Section D Project Cost	$0	$0	$0	$0	$0	$0	$0	$3,642	$527	$0	$4,169
Line of Credit Takeout	$12,766	$0	$0	$0	$0	$0	$0	$0	$0	$0	$12,766
Financing Costs	$2,556	$2,301	$28,575	$0	$8,038	$0	$0	$0	$0	$0	$41,471
Total	***$21,794***	***$26,962***	***$91,751***	***$66,165***	***$98,867***	***$109,408***	***$63,851***	***$40,888***	***$527***	***$0***	***$520,215***

Surplus/(Deficit)	$0	$0	$0	$0	($33,873)	($11,944)	($63,851)	($37,247)	$0	$0	($146,914)

MOBILITY FOR THE FUTURE...

HIDALGO COUNTY
REGIONAL MOBILITY AUTHORITY
2011 ANNUAL REPORT

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

P: (956) 969-5822

F: (956) 969-5821

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

510 South Pleasantview Drive, Weslaco, Texas 78596
Phone: 956-969-5822 Fax: 956-969-5821

Dennis Burleson
Chairman

Michael G. Cano
Vice-Chair

Joe Olivarez
Secretary/Treasurer

Ricardo Perez
Board Member

David Guerra
Board Member

Alonzo Cantu
Board Member

Forrest Runnels
Board Member

April 11, 2012

Honorable Ramon Garcia
Hidalgo County Judge
1615 S Closner, Ste J
Edinburg, Texas 78539

Dear Judge Garcia:

Pursuant to 370.261(b) of the Texas Transportation Code, the Hidalgo County Regional Mobility Authority is required to make an annual report to the Hidalgo County Commissioners Court of its activities, financial strength and compliance with its current strategic plan. I am glad to report that the financial state of the Authority is strong. The recently approved eight year strategy will develop the TCC and IBTC over the next eight years as well as environmentally clear Segment D to the north. Also, with TxDOT's and the City of Pharr's assistance develop the US 281 Military Overpass. TxDOT will take the lead in developing the La Joya Relief Route as a non-tolled road with the HCRMA evaluating the route for development of a future toll road for the main lanes. The Authority is actively working to make the above projects a reality while maintaining fiscal responsibility.

On behalf of the Authority, I want to thank the commissioners Court for all of the assistance and support the Court has provided to the Authority and its' projects over the last year and ask that we each work to strengthen our partnership in support of these critical projects. The Authority could not have begun this 30 year effort to deliver the Loop without the innovative Vehicle Registration Fee adopted by the commissioners Court.

I am more convinced than ever that the development of the IBTC and TCC projects as well as the entire loop are the key establishing a world – class transportation system in Hidalgo County and expanding the economic viability the County has worked so diligently to create.

At your request, I would be happy to make a presentation in Court to submit the 2011 An-

Sincerely,

Dennis Burleson
Chairman

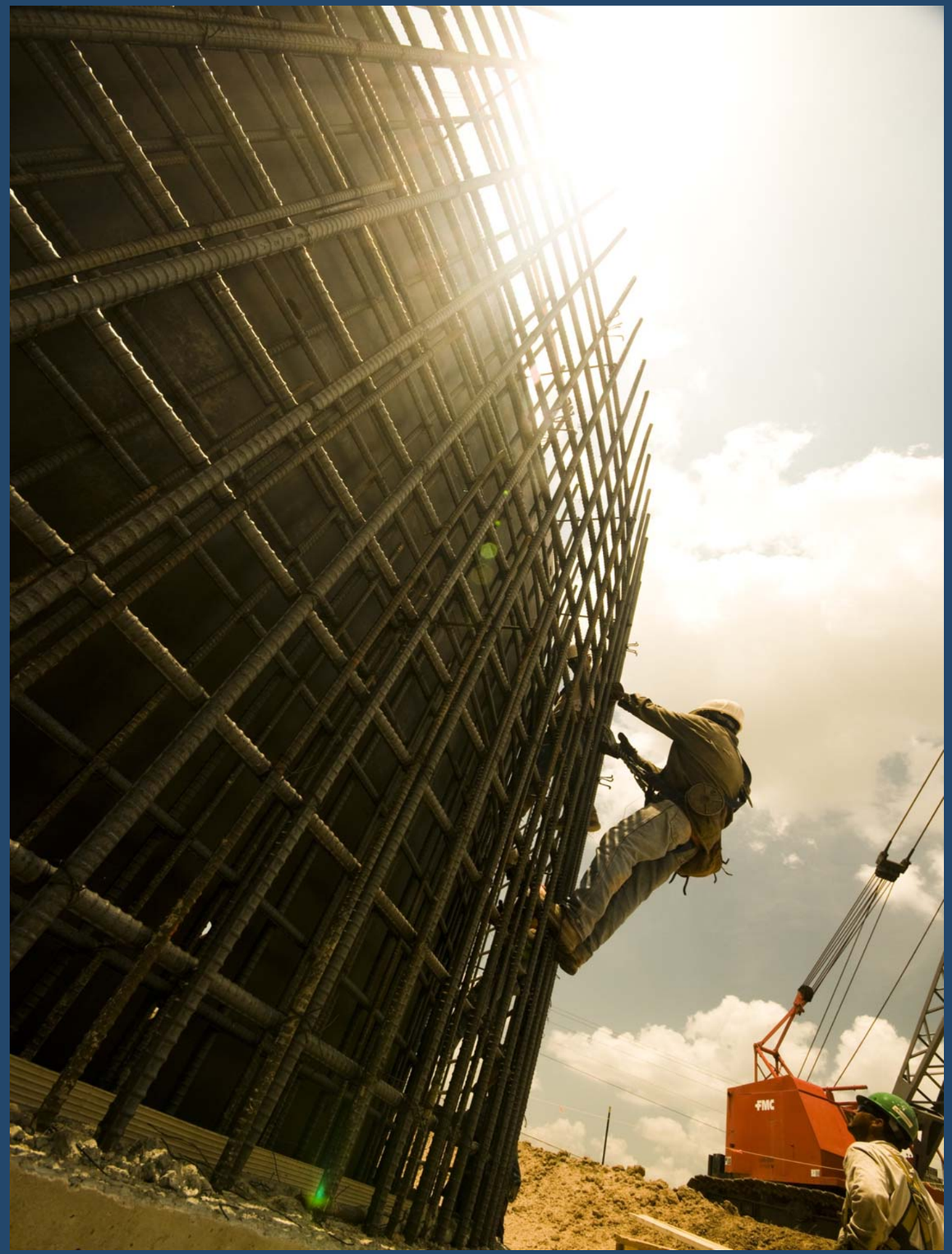
Cc:
Hidalgo County Commissioners

STRATEGIC PLANNING

In October of 2011 the Authority hired a Program Manager, Dannenbaum Engineering Corporation, to assist the Hidalgo County Regional Mobility Authority (HCRMA) in developing/implementing project document and cost controls; reviewing and assessing the completion of all deliverables to-date and developing a strategic plan. Also the Authority hired a new Executive Director, Pilar Rodriguez, to assist the Board in developing the 130 mile loop corridor.

The Authority, at its March 2012 meeting, adopted an eight year strategy that is focused on developing a four lane Modified Trade Corridor Connector (TCC), from the Anzalduas Bridge to the Pharr Bridge, with an anticipated construction start date of July 2014 and an opening date of May 2017. This adopted eight year strategy, also consists of having the Modified International Bridge Trade Corridor (IBTC), a four lane facility, shovel ready by early 2016 and, if funds are available, construction starting in June 2016 and opening in July 2019. The development cost of both projects totals over $450 million.

The US 281 Military Highway overpass will be designed by the Authority and constructed by TxDOT. The La Joya Relief Route will be developed by TxDOT as a free road with the Authority's consideration of constructing a toll road at a later date.

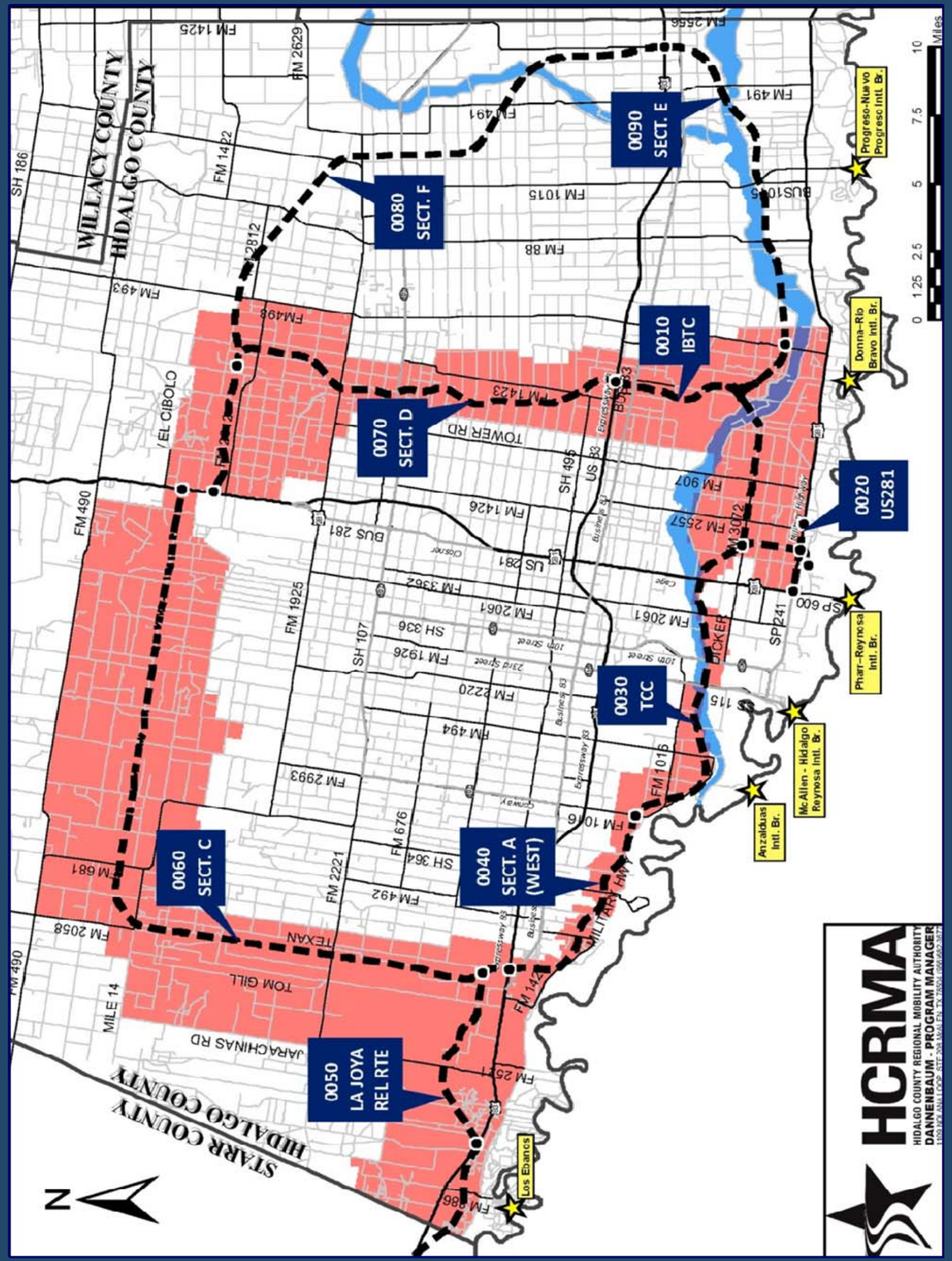


Hidalgo County is one of the fastest growing counties in the State of Texas. Hidalgo County has withstood the economic downturn better that many areas of the State. The HCRMA has not sat idle allowing the sluggish economy to stop its mission.

The mission of the HCRMA is to create mobility for the citizens of Hidalgo County through the development of its flagship project, the development of a 130 mile new location loop.

The recently approved eight year strategy envisions developing over $450 million worth of projects in the next eight years. This project development is expected to create an economic impact of over $1.5 billion and several thousand jobs for the citizens of Hidalgo County.

JOBS



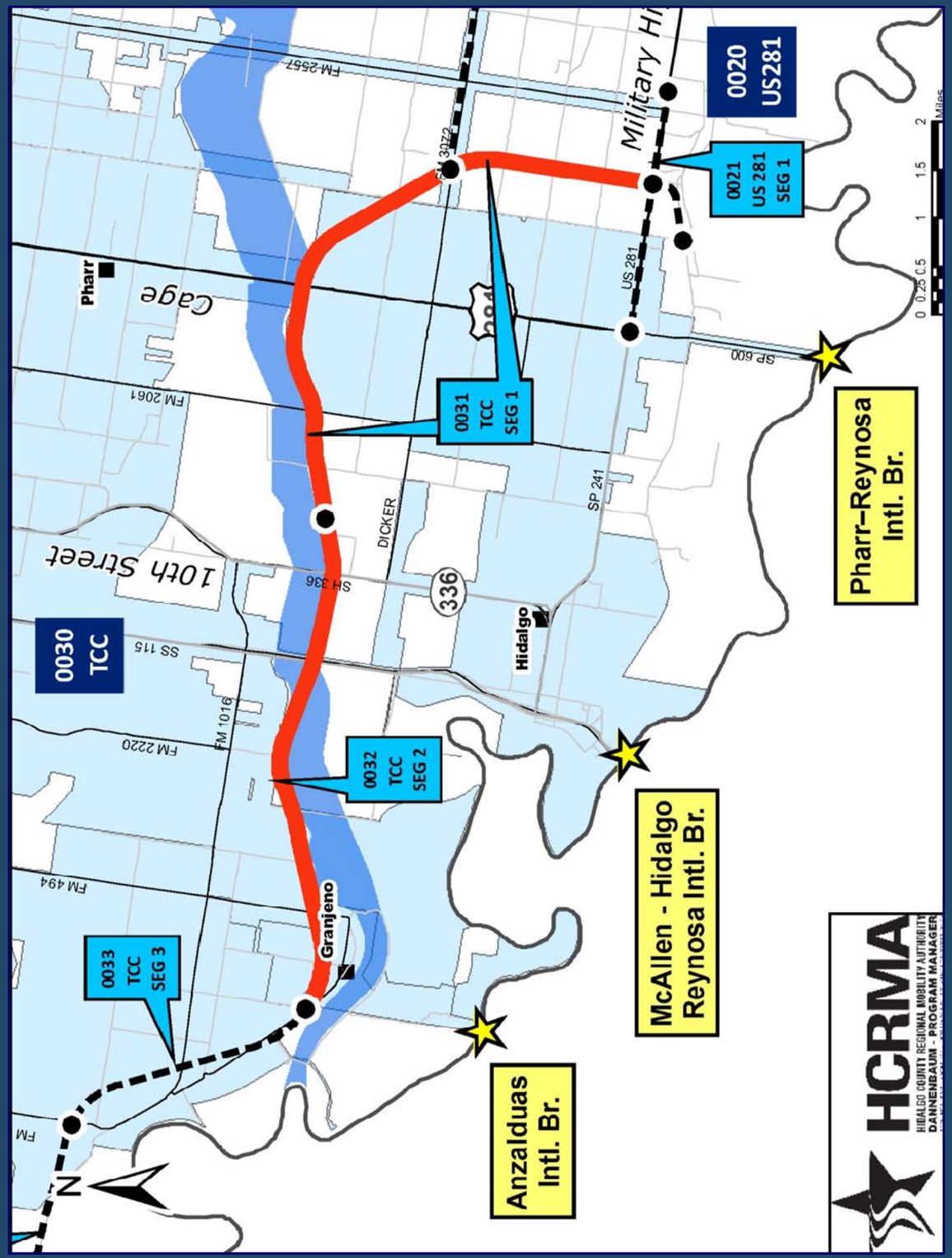
LOOP FOR THE FUTURE

In 2000, the Hidalgo County Commissioners Court realized that a loop in Hidalgo County was essential for mobility. The Commissioners Court, after spending $2 million for the initial route studies, created the Hidalgo County Regional Mobility Authority (HCRMA).

The HCRMA's signature project is the creation of the Hidalgo County Loop, a future 130 mile corridor serving the County's mobility needs for the next 50 years.

After five years of planning; the HCRMA is now in a position to move forward on its recently approved eight year strategy. This strategy envisions the development of the Trade Corridor Connector (TCC), an 11.9 mile, four lane facility connecting the International Bridges and the 12.6 mile International Bridge Trade Corridor (IBTC).

The development of these projects will allow efficient movement of traffic as well as international goods and service east and west utilizing the TCC, north through the IBTC to US 83.



The Trade Corridor Connector (TCC) is projected to be a four lane divided high speed toll road connecting the International Bridges of Pharr and Anzalduas.

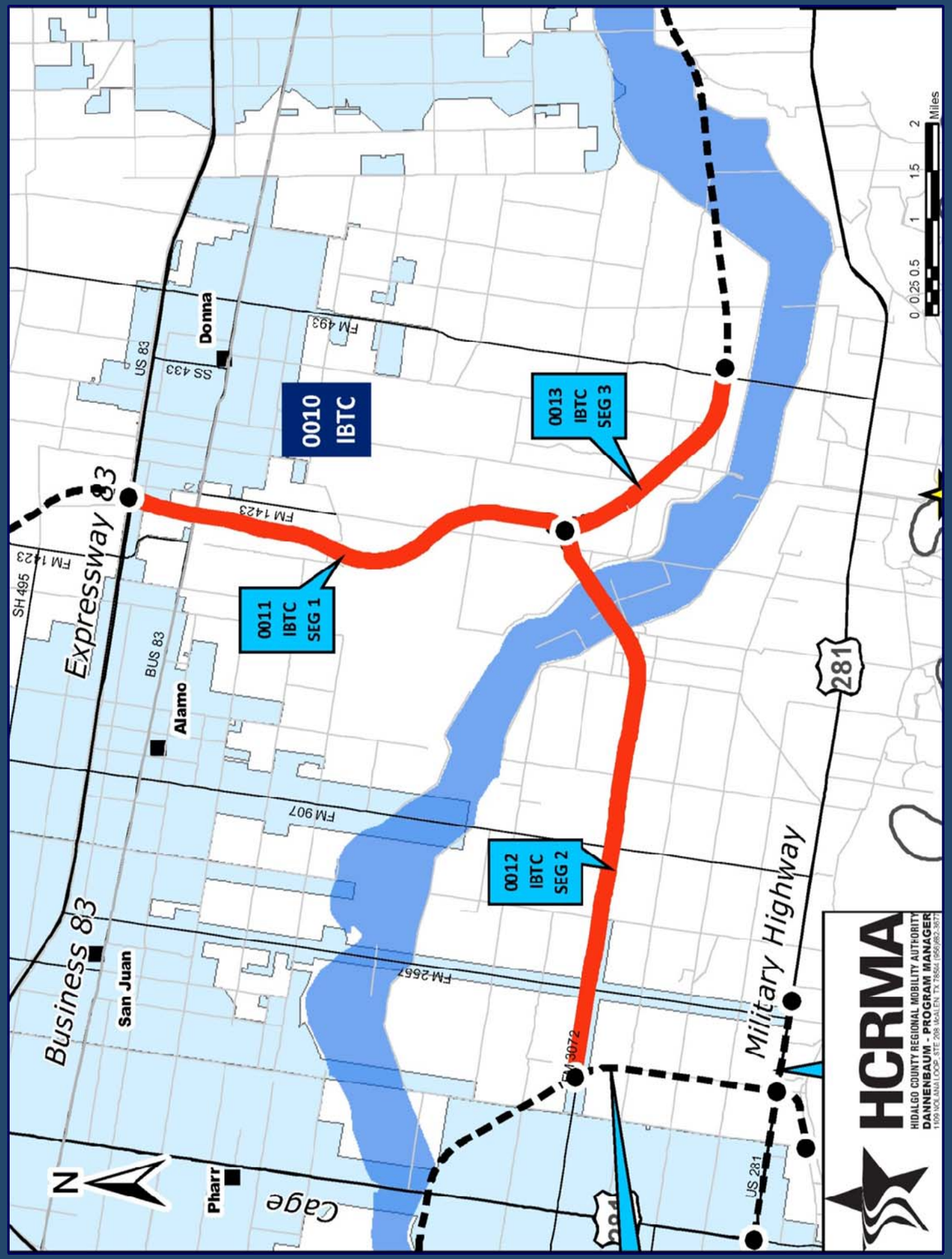
The TCC will move goods and services from east to west to the McAllen, Pharr and Mission (Hunt Development) Trade Zones.

The initial phase of this project is expected to cost $137.5 million to construct, with a total development cost of $281.1 million.

The right of way acquired will allow future expansion for the next 50 years, eventually containing a six lane freeway section.

The recently approved eight year strategy projects the TCC to start construction in July of 2014 and be open for operation by May 2017. This facility will be the first toll road in Hidalgo County representing a new era for mobility.

CONNECTING OUR INTERNATIONAL BRIDGES (TCC)



The International Bridge Trade Connector (IBTC) is projected to be a four lane divided high speed toll road connecting the International Bridges of Pharr, Anzalduas, and Donna to US 83 in the vicinity of Donna.

The IBTC will move goods and services from east to west from the McAllen, Pharr, Donna and Mission (Hunt Development) Trade Zones, north to US 83 in Donna and eventually north to US 281 north of Edinburg through future Segment D.

The initial phase of the project is expected to cost $144.6 million to construct, with a total development cost of $242.9 million. The right of way to be acquired will allow future expansion for the next 50 years, eventually containing a six lane freeway section.

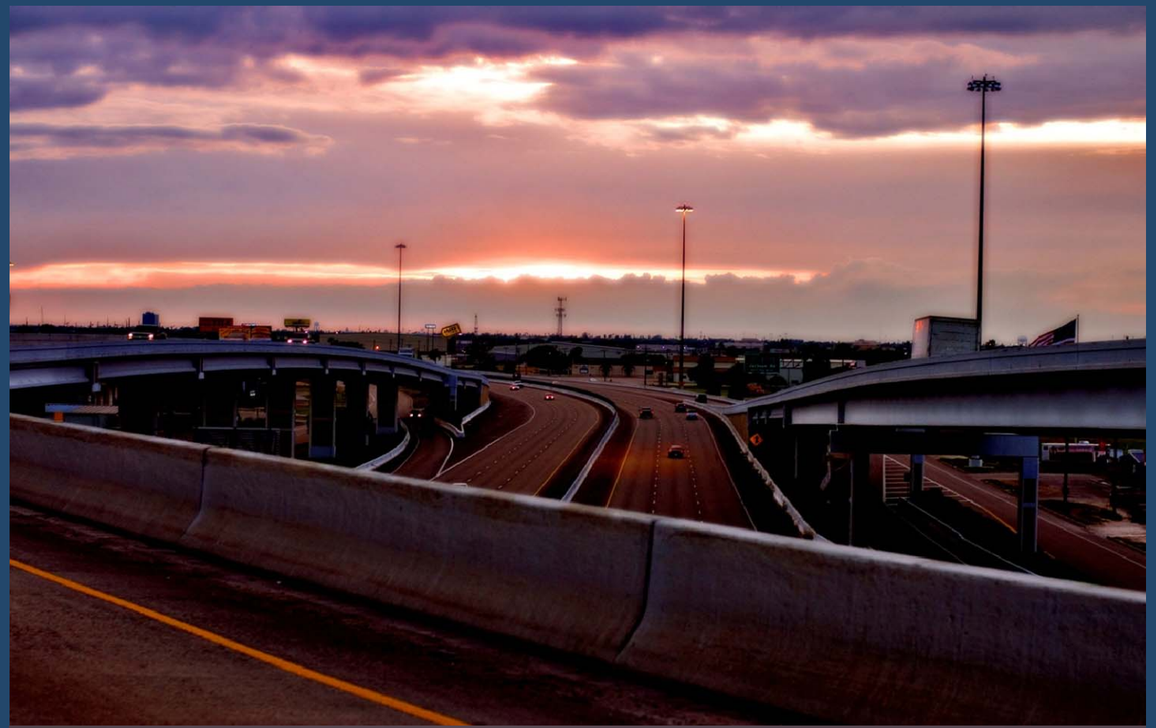
The recently approved eight year strategy projects the IBTC to be shovel ready by early 2016 and construction to start in June 2016 and be open for operation by July 2019. This facility enhances the TCC, allowing goods and services to move freely to US 83.

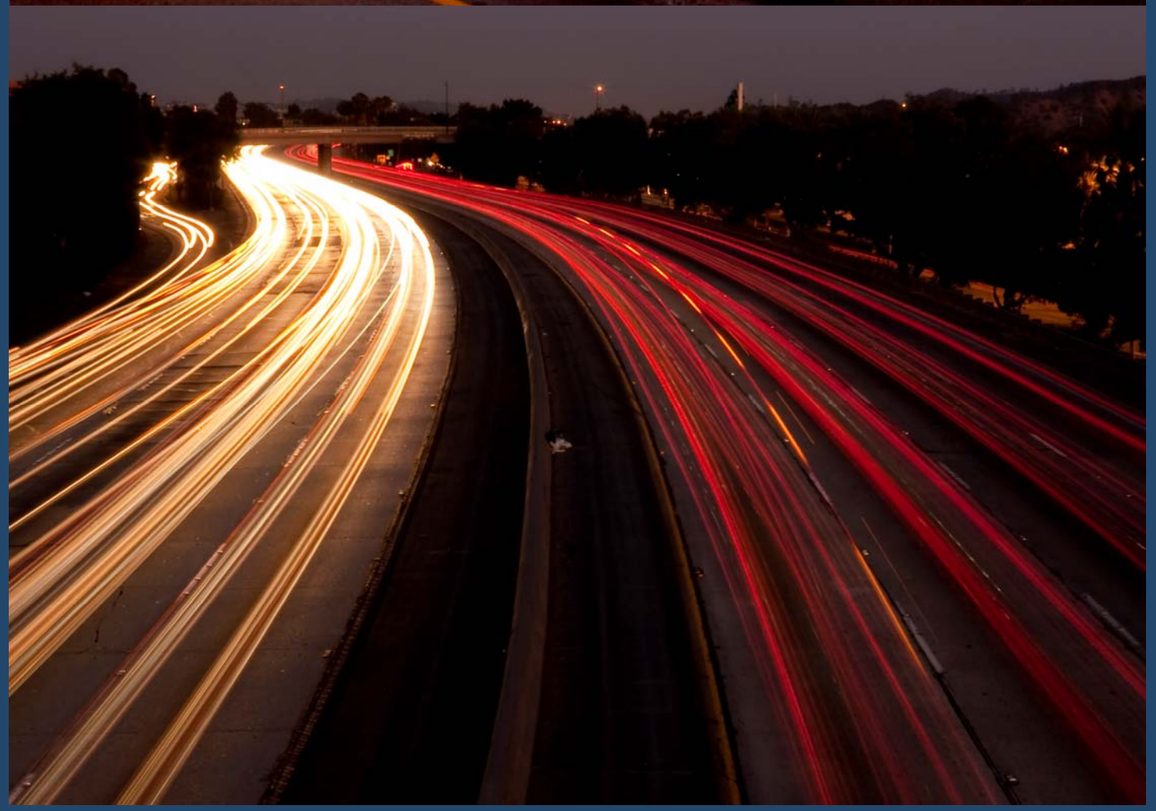
MOVING TRADE FROM THE BORDER (IBTC)

The construction of the TCC and IBTC from mid 2014 to mid 2019 will result in expenditures of over $450 million, with over $280 million of construction activities. This will result in the HCRMA expending funds of over $90 million per year for five years, creating a total economic impact of over $1.5 billion ($300 million per year), creating thousands of jobs for the local economy.

By supporting the HCRMA and its mission, the people of Hidalgo County are actually creating their own stimulus package while creating a new future for transportation in Hidalgo County.

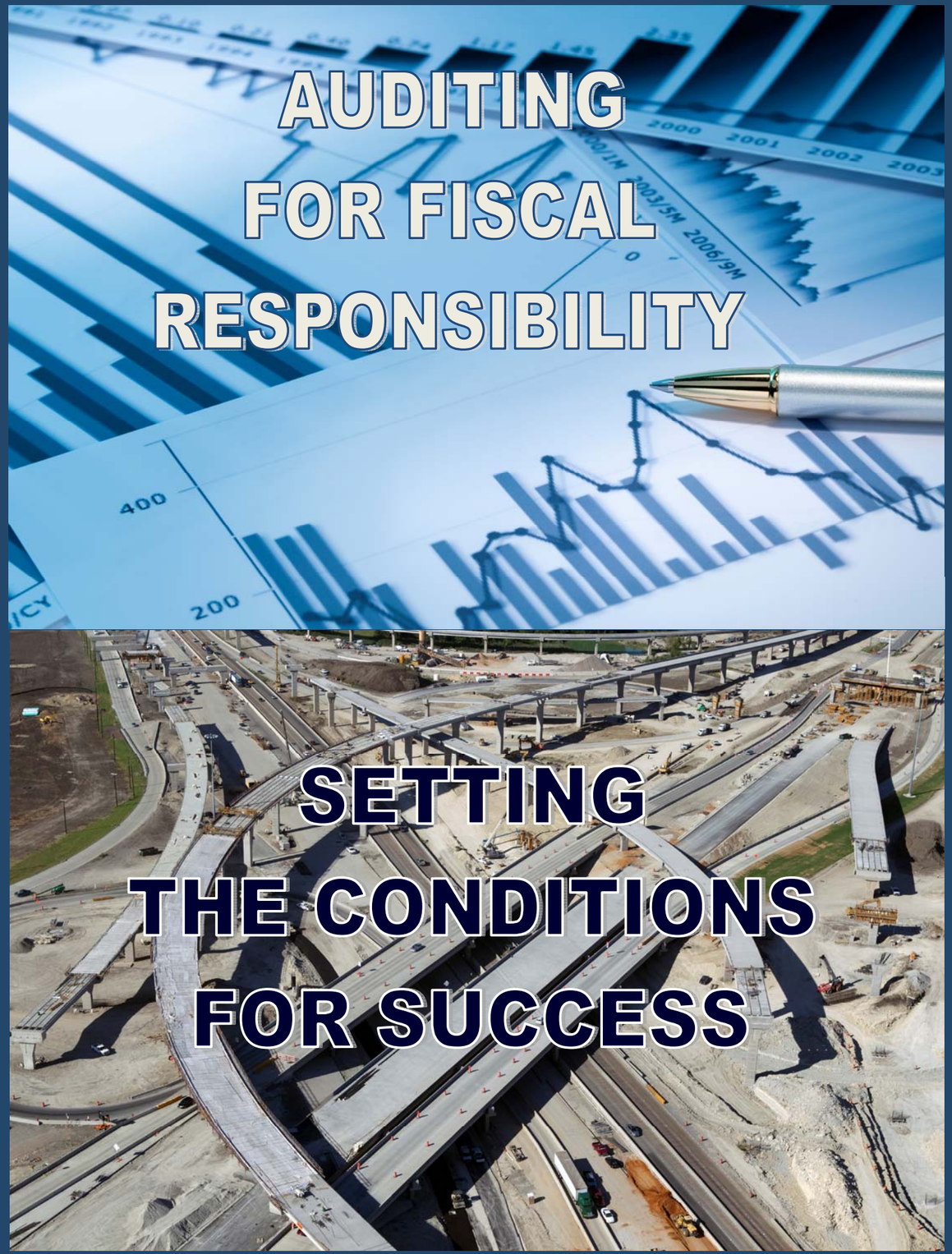
UPCOMING CONSTRUCTION





Hidalgo County Regional Mobility Authority Board of Directors

From left to right:
Joe Olivarez, Secretary/Treasurer
Alonzo Cantu
David Guerra
Dennis Burleson, Chairman
Ricardo Perez
Michael Cano, Vice-Chair
Forrest Runnels



MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Hidalgo County Regional Mobility Authority's financial performance provides an overview of the Authority's financial activities for the fiscal year ended December 31, 2011. Please read it in conjunction with the Authority's financial statements, which immediately follow this section.

FINANCIAL HIGHLIGHTS

- The Authority's net assets increased by $5.0 million as a result of vehicle registration fees received from Hidalgo County to fund the long-term transportation projects in Hidalgo County.

- Capital assets were $22.6 million and $25.6 million as of December 31, 2010 and 2011, respectively. All capital costs pertain to construction in progress relating to advance planning, schematic design, environmental clearance, and financial planning.

- Long-term liabilities decreased from $13.7 million in 2010 to $12.1 million in 2011. This decrease was largely the result of principal payments of $1.4 million being applied against a line of credit with First National Bank of Edinburg. The funds from the line of credit are restricted to use on capital projects.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of two parts - *management's discussion and analysis* (this section), and *the basic financial statements.*

The basic financial statements presented are: the Statements of Net Assets, Statement of Revenues, Expenditures and Changes in Net Assets and the Statement of Cash Flows. These statements are presented in accordance with Governmental Accounting Standards Board Statement No. 34, Basic Financial Statements - Management's Discussion and Analysis for State and Local Governments.

The statements are prepared under the accrual basis of accounting in which revenues and assets are recognized when earned or acquired, and expenses and liabilities are recognized when incurred regardless of when cash is received or paid.

FINANCIAL ANALYSIS OF THE AUTHORITY

Statement of Net Assets

As noted earlier, net assets may serve over time as a useful indicator of a government's financial position. In the case of the Authority, assets exceeded liabilities by $18,637,129 at the close of this fiscal year.

A portion of the Authority's net assets (67.1%) reflects its investment in capital assets (capitalized planning costs related to Loop Project), less related debt used to acquire those assets that is still outstanding. Net assets restricted for long-term transportation projects (32%) represent resources that are subject to external restriction on how they may be used. Unrestricted net assets, the part of net assets that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements was $57,373. Following is a brief summary of the Authority's net assets.

Table 1
Net Assets
(in thousands of dollars)

	2011	2010	Total % Change 2011-2010
Current and other assets	$ 6,784	$ 5,928	13%
Capitalized bond and other debt issuance costs	131	150	-15%
Capital assets	25,613	22,628	12%
Total assets	32,528	28,706	12%
Current Liabilities	1,843	1,351	27%
Long-term obligations	12,048	13,684	-14%
Total liabilities	13,891	15,035	-8%
Net assets:			
Invested in capital assets, net of related debt	12,505	8,114	35%
Restricted	6,075	5,499	9%
Unrestricted (deficit)	57	59	-4%
Total net assets	$ 18,637	$ 13,672	27%

Statement of Revenues, Expenses and Changes in Net Assets

Governmental activities increased the Authority's net assets by $5.0 million. This increase is largely due to the receipt of grant funds from Hidalgo County from a $10.00 surcharge on all County vehicle registrations. The total funds received from the County were $4,967,459. These funds are restricted by State law for capital projects. Program expenses, which consist of administrative costs that could not be allocated to the Loop Project, totaled $2,349 for 2011. Table 2 compares the 2011 change in net assets to the 2010 change in net assets.

Table 2
Changes in Net Assets
(in thousands of dollars)

	2011	2010	Total % Change 2011-2010
Revenues:			
Vehicle registration fees - Restricted	$ 4,967	$ 4,728	5%
Total revenue	4,967	4,728	5%
Expenses			
Administrative	2	2	0%
Total expenses	2	2	0%
Change in net assets	4,965	4,726	5%
Net assets, beginning of the year	13,672	8,946	35%
Total net assets, end of the year	$ 18,637	$ 13,672	27%

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

As of December 31, 2011 the Authority had invested approximately $25.7 million in construction in progress, including engineering fees and preliminary costs such as funding, consulting, environmental, legal and traffic analysis fees. No tangible property or equipment has been acquired to date. Depreciation and amortization on construction in progress will not begin until each project is complete. Additional information on the Authority's capital assets can be found in the notes to the financial statements.

Long-Term Debt

The Authority has two long-term notes outstanding as of December 31, 2011. One note payable to Hidalgo County representing funds loaned by the County for general operations with a balance of $200,000 was provided to the Authority for the purpose of assisting in its organization efforts and its general operations. A second note payable to First National Bank has a balance of $13.4 million at December 31, 2011 which represents the remaining balance on a $15 million line of credit. These funds are restricted to paying transportation project costs. Additional information on the Authority's long-term debt can be found in the notes to the financial statements.

ECONOMIC FACTORS FOR NEXT YEAR

The Authority's income from vehicle registration fees remains stable with a small increase year over year. The proceeds are sufficient for repayment of debt obligations and to continue with preliminary planning leading to construction. We anticipate the Trade Corridor Connector from FM 396 Bryan Road to US 281 Military to be operational by May, 2017 with land acquisition being completed by June, 2014 and construction starting by July, 2014. The Debt Markets for projects similar to the Authority's are challenging but Hidalgo County and TxDot have indicated financing assistance will be considered if needed.

CONTACTING THE AUTHORITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide our patrons and other interested parties with a general overview of the Authority's finances and to demonstrate the Authority's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the Hidalgo County Regional Mobility Authority, 510 S. Pleasantview Drive, Weslaco, Texas 78596.

BASIC FINANCIAL STATEMENTS

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
STATEMENT OF NET ASSETS
DECEMBER 31, 2011

Assets

Current assets:		
Cash - unrestricted	$ 258,498	
Cash - restricted	6,178,308	
Vehicle registration fee receivable	347,560	
Total current assets		$ 6,784,365
Capital assets:		
Office equipment, net	2,469	
Construction work in progress	25,610,421	
Total capital assets, net		25,612,889
Other assets:		
Bond issuance costs, net		131,158
Total assets		$ 32,528,413

Liabilities and Net Assets

Current liabilities:		
Due to LRGVDC	$ 1,028	
Accrued expenses	97	
Payables from restricted assets:		
Accrued expenses	370,154	
Interest payable	80,489	
Note payable	1,391,913	
Total current liabilities		$ 1,843,681
Noncurrent liabilities:		
Note payable		12,047,602
Total liabilities		13,891,284
Net assets:		
Invested in capital assets, net of related debt	12,504,532	
Restricted for:		
Debt service	150,000	
Long-term transportation projects	5,925,224	
Unrestricted	57,373	
Total net assets		18,637,129
Total liabilities and net assets		$ 32,528,413

The accompanying notes are an integral part of these financial statements.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS
DECEMBER 31, 2011

	Non-GAAP	Capitalized Expenses	GAAP Basis
Revenues:			
Vehicle registration fees	$ 4,967,459	$ -	$ 4,967,459
Local contributions	93	-	93
Total revenues	$ 4,967,551	-	$ 4,967,551
Expenses:			
Administrative	234,816	(232,468)	2,348
Consulting and engineering	1,997,802	(1,997,802)	-
Financial consulting fees	45,880	(45,880)	-
Interest expense	508,811	(508,811)	-
Amortization expense	18,737	(18,737)	-
Legal and professional	172,056	(172,056)	-
Other loop project	9,262	(9,262)	-
Total expenses	2,987,364	(2,985,016)	2,348
Change in net assets	$ 1,980,187	$ (2,985,016)	4,965,203
Net assets, January 1, 2011			13,671,926
Net assets, December 31, 2011			$ 18,637,129

The accompanying notes are an integral part of these financial statements.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
STATEMENT OF CASH FLOWS
DECEMBER 31, 2011

Cash flows from operating activities:		
Receipts from Department of Transportation	$ 5,285,369	
Receipts from local contributions	93	
Payments to vendors	(2,167)	
Net cash flows provided from operating activities		$ 5,283,294
Cash flows from capital and related financing activities:		
Acquisitions for construction in progress	(2,703,149)	
Principal paid on capital debt	(1,424,951)	
Payments for debt issue cost	18,737	
Net cash flows used in capital and related financing activities		(4,109,363)
Net increase in cash and cash equivalents		1,173,931
Cash and cash equivalents at beginning of year		5,262,875
Cash and cash equivalents at end of year		$ 6,436,806
Reconciliation of change in net assets to net cash provided by operating activities:		
Change in net assets	$ 4,965,203	
Depreciation	319	
Changes in assets and liabilities:		
(Increase) Decrease in accounts receivables	317,910	
Increase (Decrease) in accrued expenses	(137)	
Net cash flows provided by operating activities		$ 5,283,294
Supplemental Disclosure of Cash Flow Information:		
Cash paid during the year for:		
Interest expense	$ 503,561	

The accompanying notes are an integral part of these financial statements.

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Hidalgo County Regional Mobility Authority (the Authority) have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The Authority applies Financial Accounting Standards Board pronouncements and Accounting Principles Board opinions issued on or before November 30, 1989, unless those pronouncements conflict with or contradict GASB pronouncements, in which case, GASB prevails, and all of the GASB pronouncements issued subsequently. The more significant of the Authority's accounting policies are described below:

A. Reporting Entity

The Authority is an independent governmental agency created in November 2005 pursuant with Chapter 370 of the Transportation Code. The Authority is governed by a seven-member Board of Directors (the Board) appointed by the Governor of the State of Texas and the Hidalgo County Commissioners' Court. The Board is responsible for setting policies, identifying priorities and ensuring the Authority is operated effectively. Board members, appointed to serve two-year terms, are volunteers and are not compensated for their service.

The Authority was created to be a proactive partner empowering the community to address congestion and mobility concerns through local means with local leadership. It was created to plan, develop, fund and maintain a transportation system to serve the estimated 1.5 million residents living in Hidalgo County by 2025. The Authority's mission is to develop a publicly owned transportation system that creates jobs through increased mobility and access, is locally funded for reliable delivery, pays for itself in terms of future maintenance and also funds new projects to meet the future transportation needs of the County. In its petition to create the Hidalgo County Regional Mobility Authority, Hidalgo County identified the Hidalgo Loop System (the Loop System) as the initial set of projects to be developed under the guidance of the Authority. The planning for the Loop System was started in 2000 by Hidalgo County and the Hidalgo County Metropolitan Planning Organization. The Authority has concluded its additional planning effort for the Loop System around the urban part of Hidalgo County in 2010. Based on this effort, the Authority identified 2 independent projects, the Trade Corridor Connector (TCC) and the International Bridge Trade Corridor (IBTC), that provide utility to County residents and together begin building the Loop System. Additional state aid through the Texas Department of Transportation and the addition of a potential third project, the La Joya Relief Route, has required the Authority to re-examine the initial projects. A five-year Strategic Plan approved in March 2012 should focus the Authority's efforts to begin development of the Loop System projects.

The Authority is not included in any other governmental "reporting entity" as defined by GASB Statement No. 14, "*The Reporting Entity*". There are no component units included within the reporting entity.

B. Basis of Accounting

The operations of the Authority are accounted for within a single proprietary (enterprise) fund on an accrual basis. The accounting and financial reporting treatment applied is determined by measurement focus. The transactions of the Authority are accounted on a flow of economic resources measurement focus.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2011

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(CONTINUED)*

B. Basis of Accounting *(continued)*

Under this basis, revenues are recognized in the period in which they are earned, expenses are recognized in the period in which they are incurred, depreciation of assets is recognized and all assets and liabilities associated with the operation of the Authority are included in the Statement of Net Assets. Operating expenses include the cost of administrative expenses. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

C. Cash, Cash Equivalents, and Investments

Cash and cash equivalents include cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. These deposits are fully collateralized or covered by federal deposit insurance.

D. Capital Assets

All capital assets at year end represent capitalized costs for legal, consulting and engineering relating to advance planning on the Loop Project. Depreciation and amortization on construction in progress will not begin until the project is operational.

E. Grants and Contracts

Revenues include grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. The Authority considers all grant and contributions to be 100% collectible.

F. Restricted Assets

Certain proceeds of the Authority's loans and grants are classified as restricted assets on the Statement of Net Assets because their use is limited by applicable loan covenants and grant agreements.

G. Income Taxes

The Authority is an instrumentality of the State of Texas. As such, income earned in the exercise of its essential government functions is exempt from state or federal income taxes.

H. Classification of Operating and Non-operating Revenues and Expenses

The Authority defines operating revenues and expenses as those revenues and expenses generated by a specified program offering either a good or service. This definition is consistent with GASB Statement No. 9 which defines operating receipts as cash receipts from customers and other cash receipts that do not result from transactions defined as capital and related financing, non-capital financing or investing activities.

When an expense is incurred that can be paid using either restricted or unrestricted resources, the Authority's policy is to first apply the expense toward restricted resources, and then towards unrestricted resources available for use.

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(CONTINUED)*

I. Estimates

The preparation of financial statements in conformity with Generally Accepted Accounting Principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 2 - DEPOSITS AND INVESTMENTS

At December 31, 2011, the carrying amount of the Authority's cash was $6,436,806. The bank balance was $7,000,690 as of December 31, 2011. The Authority's carrying amount at year end is as follows:

	Type	Amount
General Operating	Unrestricted	$ 258,498
Loop Project	Restricted	1,614,142
Vehicle Registration	Restricted	4,414,166
Debt Service	Restricted	150,000
		$ 6,436,806

Custodial Credit Risk

Custodial credit risk is the risk that in the event of a bank failure, the Authority will not be able to recover its deposits or will not be able to recover its collateral securities that are in the possession of an outside party. The Authority's cash deposits at December 31, 2011 and during the year then ended were covered by FDIC insurance.

Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of the Authority's investment in a single issuer. As previously stated, at year end, all funds were invested in demand deposit accounts at First National Bank of Edinburg. The Letter of Credit from the Federal Home Loan Bank securing the Authority's deposits is dependent upon the financial condition of the financial institution. However, the concentration of credit risk is mitigated by the fact that the Authority has debt outstanding with the bank that exceeds the amount of the deposits in the bank.

Interest Rate Risk

Interest rate risk is the risk that the changes in interest rates will adversely affect the fair value of an investment. Interest rate risk may be mitigated by investing operating funds primarily in shorter term securities, money market funds or similar investment pools and limiting the average maturity of the portfolio. All deposits of the Authority were invested in demand deposit accounts at year end.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
NOTES TO THE FINANCIAL STATEMENTS
DECEMBER 31, 2011

NOTE 2 - DEPOSITS AND INVESTMENTS *(CONTINUED)*

Credit Risk

Credit risk is the risk that an issuer or other counter party to an investment will not fulfill its obligation. All deposits were backed by federal deposit insurance, an agency of the federal government.

NOTE 3 – DISAGGREGATION OF PAYABLES

Payables as of December 31, 2011 for the Authority are as follows:

Engineering Services	$ 342,457
Legal Services	18,113
Administration Expenses	9,681
	$ 370,251

NOTE 4 - CAPITAL ASSETS

Capital assets at year end totaled $25,612,890 and represented capitalized costs relating to advance planning for the Loop Project. Capital asset activity for the year ended December 31, 2011, was as follows:

	Balance 1/1/2011	Increases	Decreases	Balance 12/31/2011
Capital Assets, not being depreciated:				
Construction in Progress	$ 22,625,405	$ 2,985,016	$ -	$ 25,610,421
Capital Assets, being depreciated:				
Office Equipment	3,186	-	-	3,186
Less accumulated depreciation for:				
Office Equipment	(399)	(318)	-	(717)
Total Capital Assets being depreciated (Net)	2,787	(318)	-	2,469
Total Capital Assets (Net)	$ 22,628,192	$ 2,984,698	$ -	$ 25,612,890

Construction in progress consists of the following:

Administrative	$ 232,468
Consulting and engineering	1,997,802
Financial consulting fees	45,880
Interest expense	508,811
Amortization expense	18,737
Legal and Professional	172,056
Other Loop Project	9,262
	$ 2,985,016

NOTE 5 - LONG-TERM OBLIGATIONS

Long-term obligations outstanding at December 31, 2011 were as follows:

	Beginning Balance 1/1/2011	Increases	Decreases	Ending Balance 12/31/2011	Due Within One Year
Hidalgo County	$ 200,000	$ -	$ -	$ 200,000	$ -
First National Bank	14,664,466	-	1,424,951	13,239,515	1,391,913
	$ 14,864,466	$ -	$ 1,424,951	$ 13,439,515	$ 1,391,913

The note payable to Hidalgo County was funded as a result of an Interlocal Agreement between Hidalgo County and the Authority to loan funds to the Authority for the purpose of providing initial operating funds for the Loop Project. The Agreement allows for additional funding for operations if needed. The terms of the loan call for 8.25% annual interest with repayment from the proceeds of the first available revenues received by the Authority from the Project. If bonds are issued, a portion of the proceeds from the bonds shall be used to retire the loan.

The note payable to First National Bank represents funds advanced against a $15 million line of credit. The loan proceeds are restricted to payment of Transportation Project Costs. The loan is secured by a pledge of the Vehicle Registration Fee collected by the County and remitted by the County to the Authority. The line of credit is payable in monthly installments of $148,347 including interest at 3.5% through 2020.

Bond Obligations
The Authority and Hidalgo County authorized the pledge of the vehicle registration fee revenues to secure payment of the Hidalgo County Regional Mobility Authority Debt in a term not exceeding 40 years.

Debt service requirements on long-term debt at December 31, 2011 are as follows:

Year Ended December 31	Principal	Interest	Total
2012	$ 1,391,913	$ 452,018	$ 1,843,931
2013	1,576,690	403,474	1,980,164
2014	1,425,655	354,510	1,780,165
2015	1,476,361	303,804	1,780,165
2016	1,528,119	252,045	1,780,164
2017-2020	6,040,777	438,621	6,479,398
	$ 13,439,515	$ 2,204,472	$ 15,643,987

NOTE 6 – CONSTRUCTION COMMITMENTS

At December 31, 2011, the Authority had remaining construction commitments:

Project	Authorization	Expended	Remaining
Surveying Services	$ 603,263	$ 99,837	$ 503,426
Surveying Services	415,439	35,000	380,439
Program Management	5,000,000	497,051	4,502,949
Engineering Services	5,887,542	804,547	5,082,995
			$ 10,469,809

NOTE 7 – PRELIMINARY DEVELOPMENT PROJECT

On October 27, 2011 the HCRMA entered into an agreement with Dannenbaum Engineering Corporation to act as the Authority's Program Manager. The priority of the Program Manager is to develop a detailed Strategic Plan. In 2010 the plan was to build the International Border Trade Corridor (IBTC); however, after careful consideration and due to new funding sources and additional projects the Strategic Plan will provide several options and scenarios with the following projects IBTC, TCC, US 281 and the La Joya Relief Route to identify the most important and cost effective project to improve mobility in Hidalgo County. Based on the options and scenarios the Authority will adopt a comprehensive 8 year plan for the development and construction of transportation projects in Hidalgo County.

The plan includes:

- Construction and operation of the Modified TCC (Segs. 1 & 2) as a 4 lane tollroad with a construction letting date of July 2014 and toll operations starting May 2017.
- Development of the US 281 Military Highway Overpass as an environmental categorical exclusion (CE) on which preliminary engineering and final PS&E by February 2014.
  - ⇒ TxDOT, with the assistance of the City of Pharr, would thereafter purchase land and construct US281 Military Highway Overpass.
- Developing the Modified IBTC (all segments) to a point where it is fully shovel ready by June 2014.
  - ⇒ If construction funding is available, the letting of the Modified IBTC is projected to be September 2016 with toll operations starting July 2019.
- TxDOT to develop the La Joya Relief Route with non-toll road elements as an interim solution.
  - ⇒ This would provide the HCRMA time to reassess the decision to develop La Joya Relief Route into a toll road at such time when traffic and revenue projections show it to be toll-viable.

Anticipated Bond Issue in 2012

Vehicle Registration Fee Bond
Type: Public Bond Sale
Debt Issue: $30.00M
Use of Proceeds: Line of Credit, Development and Construction Costs, Reserve Fund, Financing Costs

CAPITAL FOR IMPROVEMENTS

Capital Assets

2010 – $22.63M

2011 – $25.61M

An Increase of 13.2%

Year End Cash

2010 – $5.26M

2011 – $6.44M

An Increase of 22.4%

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012-07

AUTHORIZING WORK AUTHORIZATION NUMBER 4 UNDER THAT CERTAIN PROFESSIONAL SERVICES AGREEMENT FOR PROGRAM MANAGEMENT SERVICES WITH DANNENBAUM ENGINEERING CORPORATION

THIS RESOLUTION is adopted this 2nd day of May, 2012 by the Board of Directors 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");

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

WHEREAS, at a regular meeting on August 22, 2011, the Authority selected Dannenbaum Engineering Corporation (the "Consultant"), based on qualifications to provide surveying services for the Trade Corridor Connector (the "Project");

WHEREAS, following the selection, the Authority successfully negotiated a contract with the Consultant, along with Work Authorization Number 1, which was approved by the Board on October 27, 2011; Work Authorization Number 2, which has been proposed but not yet approved by the Board; and Work Authorization Number 3, which was approved by the Board on November 15, 2011; and

WHEREAS, the Board finds it beneficial to continue work under the Agreement through Work Authorization Number 4, attached as Exhibit A, providing:

- Engineering management,
- Partial operation implementation,
- Public outreach tasks associated with IBTC, TCC Modified, and US281 Military Highway, and
- Environmental tasks associated with the local environmental clearance of the IBTC and the federal environmental clearance of the TCC;

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 4 under that certain Professional Services Agreement entered into by and between the Authority and the Consultant.

* * * *

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING on the 2nd day of May, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Joe Daniel Olivarez, Secretary/Treasurer

DANNENBAUM ENGINEERING CORPORATION
1109 NOLANA LOOP, SUITE 208 McALLEN, TEXAS 78504 (956) 682-3677

ENGINEERING EXCELLENCE SINCE 1945

April 12, 2012

Hidalgo County Regional Mobility Authority
510 South Pleasantview Drive
Weslaco, Texas 78596

Attn: Mr. Pilar Rodriguez, Executive Director

Ref: Hidalgo County Regional Mobility Authority Program Management Consultant Project

Subj: Work Authorization No. 4-Final Negotiations Meeting with Mr. Pilar Rodriguez

Dear Mr. Rodriguez,

Enclosed please find a copy of the final proposal for Work Authorization No. 4 after changes discussed in final negotiations meeting today Tuesday, April 10, 2012. After our three (3) negotiation meetings with Mr. Rodriguez we agreed to a reduction in scope that reduces the corresponding fee for Work Authorization No. 4 to $955,364.14 from $1,174,526.56, a $219,162.42 reduction.

Please do not hesitate to contact me at (956) 682-3677 or on my cell (832) 771-4904 if you should have any questions or need further information.

Sincerely,

Louis H. Jones, P.E.
Program Manager

cc: Flor Koll, Planner Administrator, HCRMA
Dennis Burleson – Chairman, HCRMA
Michael G. Cano - Vice Chairman, HCRMA
Joe Olivarez - Secretary/Treasurer, HCRMA
Ricardo Perez – Board Member, HCRMA
David Guerra – Board Member, HCRMA
Forrest Runnels – Board Member, HCRMA
Alonzo Cantu – Board Member, HCRMA
Blakely Fernandez, Tuggey Fernandez, LLP
Godfrey Garza, Administrative and Managerial Consultant, HCRMA
Danny Rios, Attorney at Law

ATTACHMENT D
WORK AUTHORIZATION
D-1
WORK AUTHORIZATION NO. 4
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 as 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 $891,814.61 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 08/31/2012, 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

(Signature)
Louis H. Jones Jr., P.E.
(Printed Name)
Principal
(Title)
4/25/12
(Date)

THE AUTHORITY

(Signature)
Dennis Burleson
(Printed Name)
Chairman
(Title)
5/2/2012
(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, Cities, 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 laison 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. 4

1. The Authority will provide a copy of the truck ordinance report submitted by L&G Engineering.

2. To its best efforts, the Authority will provide all available and applicable existing detailed construction cost estimates for all existing schematics.

3. To its best efforts, the Authority will provide any available drainage studies and approval letters from HCDD No. 1 and applicable cities for existing schematics.

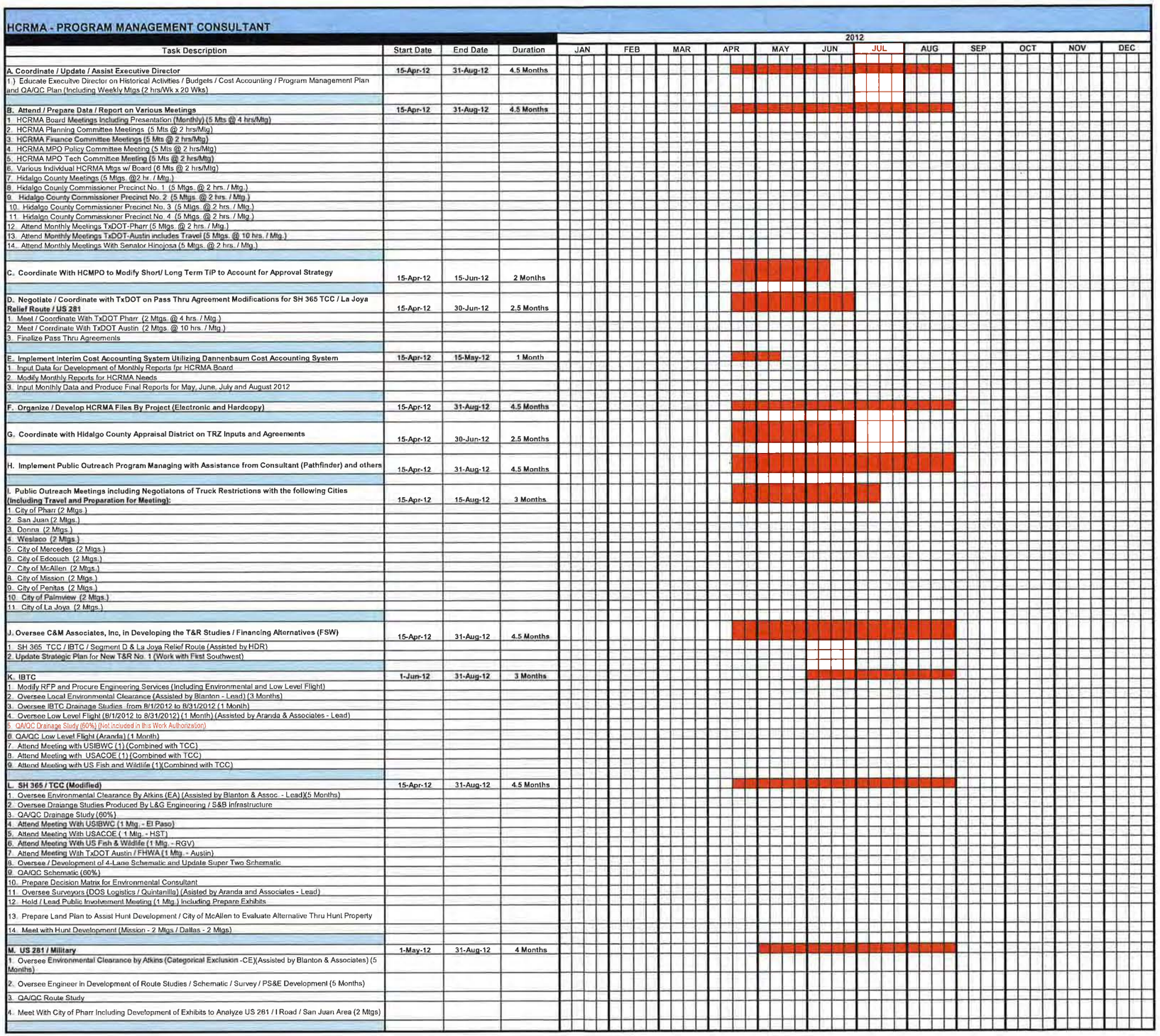
DANNENBAUM ENGINEERING CORPORATION HCRMA - PROGRAM MANAGEMENT CONSULTANT	
1.0	**SCOPE OF WORK FOR WORK AUTHORIZATION NO. 4**
	Task Description
Task	**A. Coordinate / Update / Assist Executive Director**
	1.) Educate Execuitve Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (Including Weekly Mtgs (2 hrs/Wk x 18 Wks)
Task	**B. Attend / Prepare Data / Report on Various Meetings**
	1. HCRMA Board Meetings Including Presentation (Monthly) (5 Mts @ 4 hrs/Mtg) Including Preparation Time
	2. HCRMA Planning Committee Meetings (5 Mts @ 2 hrs/Mtg) Including Preparation Time
	3. HCRMA Finance Committee Meetings (5 Mts @ 2 hrs/Mtg) Including Preparation Time
	4. HCRMA MPO Policy Committee Meeting (5 Mts @ 2 hrs/Mtg) Including Preparation Time
	5. HCRMA MPO Tech Committee Meeting (5 Mts @ 2 hrs/Mtg) Including Preparation Time
	6. Various Individual HCRMA Mtgs w/ Board (3 Mts @ hrs/Mtg) Including Preparation Time
	7. Hidalgo County Meetings with Staff (2 Mtgs. @2 hr. / Mtg.) Including Preparation Time
	8. Hidalgo County Commissioner Precinct No. 1 (2 Mtgs. @ 2 hrs. / Mtg.)
	9. Hidalgo County Commissioner Precinct No. 2 (2 Mtgs. @ 2 hrs. / Mtg.)
	10. Hidalgo County Commissioner Precinct No. 3 (2 Mtgs. @ 2 hrs. / Mtg.)
	11. Hidalgo County Commissioner Precinct No. 4 (2 Mtgs. @ 2 hrs. / Mtg.)
	12. Attend Monthly Meetings TxDOT-Pharr (2 Mtgs. @ 2 hrs. / Mtg.)
	13. Attend Monthly Meetings TxDOT-Austin includes Travel (3 Mtgs. @ 10 hrs. / Mtg.)
	14. Attend Monthly Meetings With Senator Hinojosa (3 Mtgs. @ 2 hrs. / Mtg.)
Task	**C. Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approval Strategy**
Task	**D. Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications for SH 365 TCC / La Joya Relief Route / US 281**
	1. Meet / Coordinate With TxDOT Pharr (2 Mtgs. @ 4 hrs. / Mtg.)
	2. Meet / Corrdinate With TxDOT Austin (1 Mtgs. @ 10 hrs. / Mtg.)
	3. Finalize Pass Thru Agreements
Task	**E. Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System**
	1. Input Data for Development of Monthly Reports fpr HCRMA Board
	2. Modify Monthly Reports for HCRMA Needs
	3. Input Monthly Data and Produce Final Reports for May, June, July and August 2012
Task	**F. Organize / Develop HCRMA Files By Project (Electronic and Hardcopy)**
Task	**G. Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements**
Task	**H. Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others**
Task	**I. Public Outreach Meetings including Negotiatons of Truck Restrictions with the following Cities (Including Travel and Preparation for Meeting):**
	1. City of Pharr (2 Mtgs.)
	2. San Juan (1 Mtgs.)
	3. Donna (1 Mtgs.)
	4. Weslaco (1 Mtgs.)
	5. City of Mercedes (1 Mtgs.)
	6. City of Edcouch (0 Mtgs.)
	7. City of McAllen (2 Mtgs.)
	8. City of Mission (2 Mtgs.)
	9. City of Penitas (0 Mtgs.)
	10. City of Palmview (0 Mtgs.)
	11. City of La Joya (0 Mtgs.)

DANNENBAUM ENGINEERING CORPORATION HCRMA - PROGRAM MANAGEMENT CONSULTANT	
1.0	**SCOPE OF WORK FOR WORK AUTHORIZATION NO. 4**
	Task Description
Task	**J. Oversee C&M Associates, Inc, in Developing the T&R Studies / Financing Alternatives (FSW)**
	1. SH 365 TCC / IBTC / Segment D & La Joya Relief Route (Assisted by HDR)
	2. Update Strategic Plan for New T&R No. 1 (Work with First Southwest)
Task	**K. IBTC**
	1. Modify RFP and Procure Engineering Services (Including Environmental and Low Level Flight)
	2. Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (4.5 Months)
	3. Oversee IBTC Drainage Studies from 8/1/2012 to 8/31/2012 (1 Month)
	4. Oversee Low Level Flight (8/1/2012 to 8/31/2012) (1 Month) (Assisted by Aranda & Associates - Lead)
	5. QA/QC Drainage Study (60%) (Not included in this Work Authorization)
	6. QA/QC Low Level Flight (Aranda) (1 Month)
	7. Attend Meeting with USIBWC (1) (Combined with TCC)
	8. Attend Meeting with USACOE (1) (Combined with TCC)
	9. Attend Meeting with US Fish and Wildlife (1)(Combined with TCC)
Task	**L. SH 365 / TCC (Modified)**
	1. Oversee Environmental Clearance By Atkins (EA) (Assisted by Blanton & Assoc. - Lead)(5 Months)
	2. Oversee Draiange Studies Produced By L&G Engineering / S&B Infrastructure
	3. QA/QC Drainage Study (60%)
	4. Attend Meeting With USIBWC (1 Mtg. - El Paso)
	5. Attend Meeting With USACOE (1 Mtg. - HST)
	6. Attend Meeting With US Fish & Wildlife (1 Mtg. - RGV)
	7. Attend Meeting With TxDOT Austin / FHWA (1 Mtg. - Austin)
	8. Oversee / Development of 4-Lane Schematic and Update Super Two Schematic
	9. QA/QC Schematic (60%)
	10. Prepare Decision Matrix for Environmental Consultant
	11. Oversee Surveyors (DOS Logistics / Quintanilla) (Asisted by Aranda and Associates - Lead)
	12. Hold / Lead Public Involvement Meeting (1 Mtg.) Including Prepare Exhibits
	13. Prepare Land Plan to Assist Hunt Development / City of McAllen to Evaluate Alternative Thru Hunt Property
	14. Meet with Hunt Development (Mission - 2 Mtgs) (2 hrs. / mtg) Including Preparartion Time)
Task	**M. US 281 / Military**
	1. Oversee Environmental Clearance by Atkins (Categorical Exclusion -CE)(Assisted by Blanton & Associates) (4.5 Months)
	2. Oversee Engineer in Development of Route Studies / Schematic / Survey / PS&E Development (4.5 Months)
	3. QA/QC Route Study
	4. Meet With City of Pharr Including Development of Exhibits to Analyze US 281 / I Road / San Juan Area (2 Mtgs)

DANNENBAUM ENGINEERING CORPORATION

HCRMA - PROGRAM MANAGEMENT CONSULTANT

Task Description	Start Date	End Date	Duration
A. Coordinate / Update / Assist Executive Director	**15-Apr-12**	**31-Aug-12**	**4.5 Months**
1.) Educate Executive Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (Including Weekly Mtgs (2 hrs/Wk x 20 Wks)			
B. Attend / Prepare Data / Report on Various Meetings	**15-Apr-12**	**31-Aug-12**	**4.5 Months**
1. HCRMA Board Meetings Including Presentation (Monthly) (5 Mts @ 4 hrs/Mtg)			
2. HCRMA Planning Committee Meetings (5 Mts @ 2 hrs/Mtg)			
3. HCRMA Finance Committee Meetings (5 Mts @ 2 hrs/Mtg)			
4. HCRMA MPO Policy Committee Meeting (5 Mts @ 2 hrs/Mtg)			
5. HCRMA MPO Tech Committee Meeting (5 Mts @ 2 hrs/Mtg)			
6. Various Individual HCRMA Mtgs w/ Board (6 Mts @ 2 hrs/Mtg)			
7. Hidalgo County Meetings (5 Mtgs. @2 hr. / Mtg.)			
8. Hidalgo County Commissioner Precinct No. 1 (5 Mtgs. @ 2 hrs. / Mtg.)			
9. Hidalgo County Commissioner Precinct No. 2 (5 Mtgs. @ 2 hrs. / Mtg.)			
10. Hidalgo County Commissioner Precinct No. 3 (5 Mtgs. @ 2 hrs. / Mtg.)			
11. Hidalgo County Commissioner Precinct No. 4 (5 Mtgs. @ 2 hrs. / Mtg.)			
12. Attend Monthly Meetings TxDOT-Pharr (5 Mtgs. @ 2 hrs. / Mtg.)			
13. Attend Monthly Meetings TxDOT-Austin includes Travel (5 Mtgs. @ 10 hrs. / Mtg.)			
14. Attend Monthly Meetings With Senator Hinojosa (5 Mtgs. @ 2 hrs. / Mtg.)			
C. Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approval Strategy	**15-Apr-12**	**15-Jun-12**	**2 Months**
D. Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications for SH 365 TCC / La Joya Relief Route / US 281	**15-Apr-12**	**30-Jun-12**	**2.5 Months**
1. Meet / Coordinate With TxDOT Pharr (2 Mtgs. @ 4 hrs. / Mtg.)			
2. Meet / Corrdinate With TxDOT Austin (2 Mtgs. @ 10 hrs. / Mtg.)			
3. Finalize Pass Thru Agreements			
E. Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System	**15-Apr-12**	**15-May-12**	**1 Month**
1. Input Data for Development of Monthly Reports for HCRMA Board			
2. Modify Monthly Reports for HCRMA Needs			
3. Input Monthly Data and Produce Final Reports for May, June, July and August 2012			
F. Organize / Develop HCRMA Files By Project (Electronic and Hardcopy)	**15-Apr-12**	**31-Aug-12**	**4.5 Months**
G. Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements	**15-Apr-12**	**30-Jun-12**	**2.5 Months**
H. Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others	**15-Apr-12**	**31-Aug-12**	**4.5 Months**
I. Public Outreach Meetings including Negotiatons of Truck Restrictions with the following Cities (Including Travel and Preparation for Meeting):	**15-Apr-12**	**15-Aug-12**	**3 Months**
1. City of Pharr (2 Mtgs.)			
2. San Juan (2 Mtgs.)			
3. Donna (2 Mtgs.)			
4. Weslaco (2 Mtgs.)			
5. City of Mercedes (2 Mtgs.)			
6. City of Edcouch (2 Mtgs.)			
7. City of McAllen (2 Mtgs.)			
8. City of Mission (2 Mtgs.)			
9. City of Penitas (2 Mtgs.)			
10. City of Palmview (2 Mtgs.)			
11. City of La Joya (2 Mtgs.)			
J. Oversee C&M Associates, Inc, in Developing the T&R Studies / Financing Alternatives (FSW)	**15-Apr-12**	**31-Aug-12**	**4.5 Months**
1. SH 365 TCC / IBTC / Segment D & La Joya Relief Route (Assisted by HDR)			
2. Update Strategic Plan for New T&R No. 1 (Work with First Southwest)			
K. IBTC	**1-Jun-12**	**31-Aug-12**	**3 Months**
1. Modify RFP and Procure Engineering Services (Including Environmental and Low Level Flight)			
2. Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (3 Months)			
3. Oversee IBTC Drainage Studies from 8/1/2012 to 8/31/2012 (1 Month)			
4. Oversee Low Level Flight (8/1/2012 to 8/31/2012) (1 Month) (Assisted by Aranda & Associates - Lead)			
5. QA/QC Drainage Study (60%) (Not included in this Work Authorization)			
6. QA/QC Low Level Flight (Aranda) (1 Month)			
7. Attend Meeting with USIBWC (1) (Combined with TCC)			
8. Attend Meeting with USACOE (1) (Combined with TCC)			
9. Attend Meeting with US Fish and Wildlife (1)(Combined with TCC)			
L. SH 365 / TCC (Modified)	**15-Apr-12**	**31-Aug-12**	**4.5 Months**
1. Oversee Environmental Clearance By Atkins (EA) (Assisted by Blanton & Assoc. - Lead)(5 Months)			
2. Oversee Drainage Studies Produced By L&G Engineering / S&B Infrastructure			
3. QA/QC Drainage Study (60%)			
4. Attend Meeting With USIBWC (1 Mtg. - El Paso)			
5. Attend Meeting With USACOE (1 Mtg. - HST)			
6. Attend Meeting With US Fish & Wildlife (1 Mtg. - RGV)			
7. Attend Meeting With TxDOT Austin / FHWA (1 Mtg. - Austin)			
8. Oversee / Development of 4-Lane Schematic and Update Super Two Schematic			
9. QA/QC Schematic (60%)			
10. Prepare Decision Matrix for Environmental Consultant			
11. Oversee Surveyors (DOS Logistics / Quintanilla) (Asisted by Aranda and Associates - Lead)			
12. Hold / Lead Public Involvement Meeting (1 Mtg.) Including Prepare Exhibits			
13. Prepare Land Plan to Assist Hunt Development / City of McAllen to Evaluate Alternative Thru Hunt Property			
14. Meet with Hunt Development (Mission - 2 Mtgs / Dallas - 2 Mtgs)			
M. US 281 / Military	**1-May-12**	**31-Aug-12**	**4 Months**
1. Oversee Environmental Clearance by Atkins (Categorical Exclusion -CE)(Assisted by Blanton & Associates) (5 Months)			
2. Oversee Engineer in Development of Route Studies / Schematic / Survey / PS&E Development (5 Months)			
3. QA/QC Route Study			
4. Meet With City of Pharr Including Development of Exhibits to Analyze US 281 / I Road / San Juan Area (2 Mtgs)			



DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System

WA No. 4
Schedule Duration: 4.5 Months (April 15, 2012 thru August 31, 2012)

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Work Authorization No. 4
ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH
FOR TASKS ASSOCIATED WITH THE IBTC / TCC MODIFIED / US 281 MILITARY INCLUDING ENVIRONMENTAL TASKS
ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE OF THE IBTC AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE TCC MODIFIED

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager	QA/QC Officer/ Independent Engineer Officer	Senior Engineer (Engineer V)	Civil Engineer (Engineer III)	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
A. Coordinate / Update / Assist Executive Director										
1.) Educate Execuitve Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (Including Weekly Mtgs (2 hrs/Wk x 18 Wks)	18		36	36			20	110		$ 17,916.06
Subtotal	18	0	36	36	0	0	20	110		$ 17,916.06
B. Attend / Prepare Data / Report on Various Meetings (4.5 Months)										
1. HCRMA Board Meetings Including Presentation (Monthly) (5 Mts @ 4 hrs/Mtg) (Inc. Prep Time)	20		10	50			30	110		$ 16,401.80
2. HCRMA Planning Committee Meetings (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	10			10			4	24		$ 4,694.28
3. HCRMA Finance Committee Meetings (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	10			10			4	24		$ 4,694.28
4. HCRMA MPO Policy Committee Meeting (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	10			10			4	24		$ 4,694.28
5. HCRMA MPO Tech Committee Meeting (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	10			10			4	24		$ 4,694.28
6. Various Individual HCRMA Mtgs w/ Board (3 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	6						4	10		$ 2,130.42
7. Hidalgo County Meetings w/Staff (2 Mtgs. @2 hr. / Mtg.) (inc. Prep Time)	4			4			4	12		$ 2,023.44
8. Hidalgo County Commissioner Precinct No. 1 (2 Mtgs. @ 2 hrs. / Mtg.)	4						2	6		$ 1,379.80
9. Hidalgo County Commissioner Precinct No. 2 (2 Mtgs. @ 2 hrs. / Mtg.)	4						2	6		$ 1,379.80
10. Hidalgo County Commissioner Precinct No. 3 (2 Mtgs. @ 2 hrs. / Mtg.)	4						2	6		$ 1,379.80
11. Hidalgo County Commissioner Precinct No. 4 (2 Mtgs. @ 2 hrs. / Mtg.)	4						2	6		$ 1,379.80
12. Attend Meetings TxDOT-Pharr (3 Mtgs. @ 2 hrs. / Mtg.)(Inc. Prep Time)	6		6	10			2	24		$ 4,371.02
13. Attend Meetings TxDOT-Austin includes Travel (3 Mtgs. @ 10 hrs. / Mtg.)	20						8	28		$ 6,777.56
14. Attend Meetings With Senator Hinojosa (3 Mtgs. @ 2 hrs. / Mtg.)	6			6			4	16		$ 2,913.72
Subtotal	118	0	16	110	0	0	76	320	0	$ 58,914.28
C. Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy	2		6	6			4	18		$ 2,711.90
Subtotal	2	0	6	6	0	0	4	18	0	$ 2,711.90
D. Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications for SH 365 TCC / La Joya Relief Route / US 281										
1. Meet / Coordinate With TxDOT Pharr (2 Mtgs. @ 4 hrs. / Mtg.)	4		8	8			4	24		$ 3,954.36
2. Meet / Corrdinate With TxDOT Austin (1 Mtg @ 10 hrs. / Mtg.)	10			10			4	24		$ 4,694.28
3. Finalize Pass Thru Agreements	8		20	20	10		4	62		$ 9,863.90
Subtotal	22	0	28	38	10	0	12	110	0	$ 18,512.54
E. Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System										
1. Input Data for Development of Monthly Reports for HCRMA Board	4		4	40			80	128		$ 12,042.32
2. Modify Monthly Reports for HCRMA Needs	4		4	10			40	58		$ 5,697.02
3. Input Monthly Data and Produce Final Reports for May, June, July and August 2012	4		8	10			20	42		$ 5,186.98
Subtotal	12	0	16	60	0	0	140	228	0	$ 22,926.32
F. Organize / Develop HCRMA Files By Project (Electronic and Hardcopy)	4		8	80			300	392		$ 31,327.08
Subtotal	4	0	8	80	0	0	300	392	0	$ 31,327.08
G. Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements	4		24	40	40		16	124		$ 15,564.04
Subtotal	4	0	24	40	40	0	16	124	0	$ 15,564.04
H. Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others	8		24	80			60	172		$ 20,830.08
Subtotal	8	0	24	80	0	0	60	172	0	$ 20,830.08

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System

WA No. 4
Schedule Duration: 4.5 Months (April 15, 2012 thru August 31, 2012)

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Work Authorization No. 4
ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH
FOR TASKS ASSOCIATED WITH THE IBTC / TCC MODIFIED / US 281 MILITARY INCLUDING ENVIRONMENTAL TASKS
ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE OF THE IBTC AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE TCC MODIFIED

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager	QA/QC Officer/ Independent Engineer Officer	Senior Engineer (Engineer V)	Civil Engineer (Engineer III)	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
I. Public Outreach Meetings including Negotiatons of Truck Restrictions with the following Cities (Including Travel and Preparation for Meeting) (4.5 Months):										
1. City of Pharr (2 Mtgs)	6		6	4		4	4	24		$ 3,976.32
2. San Juan (1 Mtg)	2		2	4		4	4	16		$ 2,013.60
3. Donna (1 Mtg)	2		2	4		4	4	16		$ 2,013.60
4. Weslaco (1 Mtg)	2		2	4		4	4	16		$ 2,013.60
5. City of Mercedes (1 Mtg)	2		2	4		4	4	16		$ 2,013.60
6. City of Edcouch (0 Mtg)								0		$ -
7. City of McAllen (2 Mtgs.)	6		6	4		4	4	24		$ 3,976.32
8. City of Mission (2 Mtgs.)	6		6	4		4	4	24		$ 3,976.32
9. City of Penitas (0 Mtg)								0		$ -
10. City of Palmview (0 Mtg)								0		$ -
11. City of La Joya (0 Mtg)								0		$ -
Subtotal	**26**	**0**	**26**	**28**	**0**	**28**	**28**	**136**	**0**	**$ 19,983.36**
J. Oversee C&M Associates, Inc, in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.5 Months)										
1. SH 365 TCC / IBTC / Segment D & La Joya Relief Route (Assisted by HDR)	10		24	40		8	16	98		$ 14,099.90
2. Update Strategic Plan for New T&R No. 1 (Work with First Southwest)	20			60			10	90		$ 14,732.00
Subtotal	**30**	**0**	**24**	**100**	**0**	**8**	**26**	**188**	**0**	**$ 28,831.90**
K. IBTC (3.0 Months)										
1. Modify RFP and Procure Engineering Services (Including Environmental and Low Level Flight)	8		40	40	40	10	24	162		$ 20,793.50
2. Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (3.0 Months)	16		10				4	30		$ 7,037.22
3. Oversee IBTC Drainage Studies from 8/1/2012 to 8/31/2012 (1 Month)	4		8	8			4	24		$ 3,954.36
4. Oversee Low Level Flight (8/1/2012 to 8/31/2012) (1 Month) (Assisted by Aranda & Associates - Lead)	4		8			2	4	18		$ 3,043.54
5. QA/QC Drainage Study (60%) (Next Work Authorization)								0		$ -
6. QA/QC Low Level Flight (Aranda) (1 Month)	2		2				2	6		$ 1,102.80
7. Attend Meeting with USIBWC (1) (Combined with TCC)	2		2				2	6		$ 1,102.80
8. Attend Meeting with USACOE (1) (Combined with TCC)	2		2				2	6		$ 1,102.80
9. Attend Meeting with US Fish and Wildlife (1)(Combined with TCC)	2		2				2	6		$ 1,102.80
Subtotal	**40**	**0**	**74**	**48**	**40**	**12**	**44**	**258**	**0**	**$ 39,239.82**
L. SH 365 / TCC (Modified) (Inc. TCC at GSA Anzalduas Bridge)(4.5 Months)										
1. Oversee Environmental Clearance By Atkins (EA) (Assisted by Blanton & Assoc. - Lead)(5 Months)	8		40	40			20	108		$ 15,996.72
2. Oversee Drainage Studies Produced By L&G Engineering / S&B Infrastructure	8		40	40		20	16	124		$ 17,089.64
3. QA/QC Drainage Study (60%)	2	16	16		4	6	4	48		$ 9,158.68
4. Attend Meeting With USIBWC (1 Mtg. - El Paso)	8		8				2	18		$ 4,046.88
5. Attend Meeting With USACOE (1 Mtg. - HST)	8		8				2	18		$ 4,046.88
6. Attend Meeting With US Fish & Wildlife (1 Mtg. - RGV)	2		2				2	6		$ 1,102.80
7. Attend Meeting With TxDOT Austin / FHWA (1 Mtg. - Austin)	10		10	10			4	34		$ 6,455.18
8. Oversee / Development of 4-Lane Schematic and Update Super Two Schematic	8		70	60	20		16	174		$ 25,590.54
9. QA/QC Schematic (60%)	2	40	20	10			6	78		$ 17,520.40
10. Prepare Decision Matrix for Environmental Consultant	2	10	32	40			8	92		$ 14,896.72
11. Oversee Surveyors (DOS Logistics / Quintanilla) (Asisted by Aranda and Associates - Lead)	2		16		10		8	36		$ 4,903.88
12. Hold / Lead Public Involvement Meeting (1 Mtg.) Including Prepare Exhibits	8		16	20		24	8	76		$ 10,033.88
13. Prepare Land Plan to Assist Hunt Development / City of McAllen to Evaluate Alternative Thru Hunt Property	0	0	0	0	0	0	0	0		$ -
14. Meet with Hunt Development (Mission - 2 Mtgs) (2 hrs / Mtg)((Inc. Prep Time)	6		6	16	16		4	48		$ 6,830.16
Subtotal	**74**	**66**	**284**	**236**	**50**	**50**	**100**	**860**	**0**	**$ 137,672.36**

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System

WA No. 4
Schedule Duration: 4.5 Months (April 15, 2012 thru August 31, 2012)

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Work Authorization No. 4
ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH
FOR TASKS ASSOCIATED WITH THE IBTC / TCC MODIFIED / US 281 MILITARY INCLUDING ENVIRONMENTAL TASKS
ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE OF THE IBTC AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE TCC MODIFIED

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager	QA/QC Officer/ Independent Engineer Officer	Senior Engineer (Engineer V)	Civil Engineer (Engineer III)	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
M. US 281 / Military (3.0 Months)										
1. Oversee Environmental Clearance by Atkins (Categorical Exclusion -CE)(Assisted by Blanton & Associates) (4.5 Months)	4		10	10			8	32		$ 4,810.52
2. Oversee Engineer in Development of Route Studies / Schematic / Survey / PS&E Development (4.5 Months)	8		40	10		10	4	72		$ 11,776.60
3. QA/QC Route Study	2	10	8	10			2	32		$ 6,389.74
4. Meet With City of Pharr Including Development of Exhibits to Analyze US 281 / I Road / San Juan Area (2 Mtgs)	4		8	16		16	4	48		$ 6,067.40
Subtotal	18	10	66	46	0	26	18	184	0	$ 29,044.26
HOURS TOTAL	**376**	**76**	**632**	**908**	**140**	**124**	**844**	**3,100**		
LABOR RATE PER HOUR	$ 314.59	$ 292.49	$ 176.09	$ 130.55	$ 97.15	$86.79	$ 60.72			
TOTAL DIRECT LABOR COSTS	$ 118,285.84	$ 22,229.24	$ 111,288.88	$ 118,539.40	$ 13,601.00	$ 8,281.96	$ 51,247.68	$ 443,474.00		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	**26.67%**	**5.01%**	**25.09%**	**26.73%**	**3.07%**	**1.87%**	**11.56%**	**100.00%**	**CHECK**	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	**12.13%**	**2.45%**	**20.39%**	**29.29%**	**4.52%**	**4.00%**	**27.23%**	**100.00%**	**$ 443,474.00**	
TOTAL DIRECT LABOR COST										**$ 443,474.00**

DIRECT EXPENSES	Rate	Unit	Amount	Total				Remarks
Lodging / Hotel ($100.00 / DAY)	$ 100.00	Each	6	$ 600.00				**$ 600.00**
Meals ($30.00 / DAY)	$ 30.00	Each	6	$ 180.00				**$ 180.00**
Rental Car	$ 90.00	Each	6	$ 540.00				**$ 540.00**
Air Travel	$ 500.00	Each	6	$ 3,000.00				**$ 3,000.00**
Parking	$ 14.00	Each	6	$ 84.00				**$ 84.00**
Overnight Mail - letter size	$ 50.00	Each	20	$ 1,000.00				**$ 1,000.00**
Courier Services	$ 50.00	Each	10	$ 500.00				**$ 500.00**
Photocopies B/W (8.5 X 11)	$ 0.10	Each	20,000	$ 2,000.00				**$ 2,000.00**
Photocopies B/W (11 X 17)	$ 0.20	Each	3,750	$ 750.00				**$ 750.00**
Photocopies Color (8.5 X 11)	$ 0.70	Each	1,000	$ 700.00				**$ 700.00**
Photocopies Color (11 X 17)	$ 1.25	Each	500	$ 625.00				**$ 625.00**
Color Graphics on Foam Board	$ 5.00	Each	20	$ 100.00				**$ 100.00**
Newspaper Advertisement	$ 3,000.00	Each	2	$ 6,000.00				**$ 6,000.00**
Court Reporter (Public Hearings & Transcription)	$ 100.00	Each	4	$ 400.00				**$ 400.00**
Translator (English to Spanish or Sign Language)	$ 150.00	Each	4	$ 600.00				**$ 600.00**
Public Involvement Facilty Rental	$ 500.00	Each	1	$ 500.00				**$ 500.00**
Public Outreach Laison	$ 15,000.00	Each	5	$ 75,000.00				**$ 75,000.00**
Accounting Support Services	$ 100.00	Each	40	$ 4,000.00				**$ 4,000.00**
IT / Support Services	$ 80.00	Each	40	$ 3,200.00				**$ 3,200.00**
Management Support Services	$ 80.00	Each	400	$ 32,000.00				**$ 32,000.00**
Community Action Support	$ 90.00	Each	400	$ 36,000.00				**$ 36,000.00**
TOTAL DIRECT EXPENSES				**$ 167,779.00**				**$ 167,779.00**		**$ 167,779.00**

PROJECT MANAGEMENT SERVICES (SUBCONSULTANTS) (4.5 Months)			DBE Participation
			30.93%
BLANTON & ASSOCIATES, INC. - FC 120 (DBE)	ENVIRONMENTAL SERVICES OVERSIGHT	$ 135,282.56	14.16%
ARANDA & ASSOCIATES, INC. - FC 130 (DBE)	SURVEY OVERSIGHT	$ 37,772.12	3.95%
GUZMAN & MUNOZ ENGINEERING AND SURVEYING, INC. - FC 102, 120, 160, 145 (DBE)	ADMINISTRATIVE SUPPORT	$ 42,450.50	4.44%
BARRERA-TORRES INFRASTRUCTURE, PLCC - FC 102, 130, 160 (DBE)	UTILITY OVERSIGHT	$ 48,375.06	5.06%
HDR ENGINEERING, INC.	T&R STUDIES / FINANCING PLAN REVIEW OVERSIGHT	$ 48,636.00	N/A
UNINTECH CONSULTING ENGINEERS	PROJECT REVIEW	$ 31,597.90	3.31%
	TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS)	**$ 344,114.14**	**$ 344,114.14**
GRAND TOTAL			**$ 955,367.14**

ASSUMPTIONS

NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
WA No. 4
Subconsultant: Blanton and Associates, Inc.
Schedule Duration: 4.5 Months (April 15, 2012 thru August 31, 2012)

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Work Authorization No. 4
ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH
FOR TASKS ASSOCIATED WITH THE IBTC / TCC MODIFIED / US 281 MILITARY INCLUDING ENVIRONMENTAL TASKS
ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE OF THE IBTC AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE TCC MODIFIED

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Project Principal	Sr. Project Manager	Project Manager	Sr. Env. Specialist	Env. Specialist III	Env. Planner II	Env. Specialist II	Env. Specialist I	Env. Tech II	Env. Tech I	GIS	GIS Tech	Clerical	Total Labor Hrs.	Remarks	Task Cost
K. IBTC (4.5 Months)																
1. Assist in Overseeing Local Environmental Clearance (5 Months)	20	60			40	40							16	176		$ 24,352.40
2. Attend / Report at HCRMA Monthly Board Meetings for Environmental (Included with SH 365 Board Meetings) (2 Mtgs) (4 hrs / Mtg with Travel)	8	8											4	20		$ 3,131.84
3. Coordinate / Attend Agency Meetings / Obtain Approval of Following Resource Agencies																
* USIBWC	10												2	12		$ 1,997.90
* USACOE	20	20			30				20				4	94		$ 12,500.30
* US Fish and Wildlife	20	20			30				20				4	94		$ 12,500.30
4. QA/QC of Final Local Environmental Clearance Document and Assist in Recommending Local Clearance to HCRMA Board	20	20											8	48		$ 7,721.60
	98	**128**	**0**	**0**	**100**	**40**	**0**	**0**	**40**	**0**	**0**	**0**	**38**	**444**	**0**	**$ 62,204.34**
L. SH 365 / TCC (Modified) (Inc. TCC at GSA Anzalduas Bridge)(4.5 Months)																
1. Oversee Development by Atkins of Environmental Assessment (EA) (5 Months)	40	60											20	120		$ 19,169.00
2. Attend Monthly Meetings and Report to HCRMA Board on Environmental	20	20											8	48		$ 7,721.60
With Atkins Assisting (2 Months @ 10 Hrs./Mtg. with Travel)																
3. Develop Classification Letter to TxDOT /FHWA With Atkins Assistance	20	20											8	48		$ 7,721.60
4. Attend Meetings With TxDOT (Pharr District) (2 Mtgs - 5 hrs/ Mtg.)	10	10											4	24		$ 3,860.80
5. Attend Meetings With TxDOT (Austin) (2 Mtgs - 5 hrs/ Mtg.)	10	10											4	24		$ 3,860.80
6. QA/QC 60% Submittal of EA	24	40		24		24							8	120		$ 17,818.88
	124	**160**	**0**	**24**	**0**	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**52**	**384**	**0**	**$ 60,152.68**
M. US 281 / Military (4.5 Months)																
1. QA/QC of Categorical Exclusion (CE) Proposed By Atkins (5 Months)	10	20		16		0							4	50		$ 7,775.54
	10	**20**	**0**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**4**	**50**	**0**	**$ 7,775.54**
														0		$ -
HOURS TOTAL	232	308	0	40	100	64	0	0	40	0	0	0	94	878		$ 130,132.56
LABOR RATE PER HOUR	**$188.99**	**$175.49**	**$148.49**	**$134.99**	**$121.49**	**$107.99**	**$94.49**	**$81.00**	**$67.50**	**$62.10**	**$94.49**	**$62.10**	**$54.00**			
TOTAL DIRECT LABOR COSTS	$ 43,845.68	$ 54,050.92	$ -	$ 5,399.60	$ 12,149.00	$ 6,911.36	$ -	$ -	$ 2,700.00	$ -	$ -	$ -	$ 5,076.00	$ 130,132.56		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	33.69%	41.54%	0.00%	4.15%	9.34%	5.31%	0.00%	0.00%	2.07%	0.00%	0.00%	0.00%	3.90%	100.00%	CHECK	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	26.42%	35.08%	0.00%	4.56%	11.39%	7.29%	0.00%	0.00%	4.56%	0.00%	0.00%	0.00%	10.71%	100.00%	$ 130,132.56	
TOTAL DIRECT LABOR COST																**$ 130,132.56**

DIRECT EXPENSES	Rate	Unit	Amount	Total		
Lodging / Hotel ($85 / DAY)	$ 85.00	Each	10	$ 850.00		$ 850.00
Meals ($30.00 / DAY)	$ 30.00	Each	10	$ 300.00		$ 300.00
Mileage	$ 0.510	Each	0	$ -		$ -
Air Travel	$ 500.00	Each	6	$ 3,000.00		$ 3,000.00
Parking	$ 14.00	Each	0	$ -		$ -
Express Mail (Fed Ex)	$ 25.00	Each	0	$ -		$ -
Courier Services	$ 50.00	Each	10	$ 500.00		$ 500.00
Photocopies B/W (8.5 X 11)	$ 0.10	Each	3,000	$ 300.00		$ 300.00
Photocopies B/W (11 X 17)	$ 0.20	Each	500	$ 100.00		$ 100.00
Photocopies Color (11 X 17)	$ 1.25	Each	0	$ -		$ -
Plots (B/W on Bond)	$ 1.00	Each	0	$ -		$ -
Plots (Color on Bond)	$ 2.00	Each		$ -		$ -
Plots (Color on Photgraphic Paper)	$ 2.00	Each	0	$ -		$ -
Color Graphics on Foam Board	$ 5.00	Each	20	$ 100.00		$ 100.00
Newspaper Advertisement	$ 3,000.00	Each	0	$ -		$ -
TOTAL DIRECT EXPENSES				**$ 5,150.00**		**$ 5,150.00**	**$ 5,150.00**

GRAND TOTAL	**$ 135,282.56**

ASSUMPTIONS

NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
WA No. 4
Subconsultant: Aranda and Associates
Schedule Duration: 4.5 Months (April 15, 2012 thru August 31, 2012)

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
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ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH
FOR TASKS ASSOCIATED WITH THE IBTC / TCC MODIFIED / US 281 MILITARY INCLUDING ENVIRONMENTAL TASKS
ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE OF THE IBTC AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE TCC MODIFIED

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Sr. Manager	Surveyor (RPLS)	Abstractor/ Researcher	Survey / CADD Tech	GIS Tech	CAD Operator	Microstation CAD Station	ESRI ArcInfo / Arcview Station	Clerical / Admin	Sr. Field Survey Tech (Party Chief)	2-person Field Crew	3-Person Field Crew	Total Labor Hrs.	Remarks	Task Cost
I. Oversight / Engineering Management															
K. IBTC (4.5 Months)															
1.) Coordinate / Manage Low Level Flight (8/1/2012 to 8/31/2012)	24	4		4					8				40		$ 6,006.76
2.) QA/QC Low Level Flight (Next Work Authorization)													0		$ -
	24	**4**	**0**	**4**	**0**	**0**	**0**	**0**	**8**	**0**	**0**	**0**	**40**	**0**	**6,007**
L. SH 365 / TCC (Modified) (Inc. TCC at GSA Anzalduas Bridge)(4.5 Months)															
1.) Coordinate / Manage Surveyors (Topo)	60	20		8					16				104		$ 15,882.68
2.) Coordinate Manage Surveyors (R.O.W)	60	20		8					16				104		$ 15,882.68
	120	**40**	**0**	**16**	**0**	**0**	**0**	**0**	**32**	**0**	**0**	**0**	**208**	**0**	**31,765**
	144	**44**	**0**	**20**	**0**	**0**	**0**	**0**	**40**	**0**	**0**	**0**	**248**	**0**	**$ 37,772.12**
HOURS TOTAL	144	44	0	20	0	0	0	0	40	0	0	0	248		
LABOR RATE PER HOUR	$ 210.20	$ 112.23	$ 69.96	$ 58.30	$ 58.30	$ 52.47	$ 10.20	$ 10.20	$ 34.98	$ 69.96	$ 129.72	$ 161.78			
TOTAL DIRECT LABOR COSTS	$ 30,268.80	$ 4,938.12	$ -	$ 1,166.00	$ -	$ -	$ -	$ -	$ 1,399.20	$ -	$ -	$ -	$ 37,772.12		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	8.63%	23.87%	3.65%	3.48%	1.74%	8.22%	1.45%	0.30%	0.65%	10.70%	26.14%	7.24%	100.00%	CHECK	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	3.43%	17.76%	4.36%	4.98%	2.49%	13.08%	11.84%	2.49%	1.56%	12.77%	16.82%	3.74%	100.00%	$ 37,772.12	
TOTAL DIRECT LABOR COST															$ 37,772.12
DIRECT EXPENSES	Rate	Unit	Amount	Total										$ -	
NONE														$ -	
														$ -	
TOTAL DIRECT EXPENSES				$ -											$ -
GRAND TOTAL															$ 37,772.12

ASSUMPTIONS

NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
WA No. 4
Subconsultant: Guzman & Munoz Engineering and Surveying, Inc.
Schedule Duration: 4.5 Months (April 15, 2012 thru August 31, 2012)

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Work Authorization No. 4
ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH
FOR TASKS ASSOCIATED WITH THE IBTC / TCC MODIFIED / US 281 MILITARY INCLUDING ENVIRONMENTAL TASKS
ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE OF THE IBTC AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE TCC MODIFIED

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal Engineer	QA/QC Manager	Project Manager	Senior Engineer	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
Oversight / Engineering Management (4.5 Months)										
K. IBTC (4.5 Months)										
Assist in Negotiating Engineering Contracts (Utilities)								0		$ -
Subtotal	0	0	0	0	0	0	0	0	0	$ -
								0		
General Adminstration								0		
F. Organize / Develop HCRMA Files By Project (Electronic and Hardcopy)			60				850	910		$ 42,450.50
Subtotal	0	0	60	0	0	0	850	910	0	$ 42,450.50
Subtotal	0	0	60	0	0	0	850	910	0	$ 42,450.50
HOURS TOTAL	0	0	60	0	0	0	850	910		
LABOR RATE PER HOUR	$ 188.65	$ 134.75	$ 134.75	$ 156.31	$ 86.24	$59.29	$ 40.43			
TOTAL DIRECT LABOR COSTS	$ -	$ -	$ 8,085.00	$ -	$ -	$ -	$ 34,365.50	$ 42,450.50		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	0.00%	0.00%	19.05%	0.00%	0.00%	0.00%	80.95%	100.00%	CHECK	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	0.00%	0.00%	6.59%	0.00%	0.00%	0.00%	93.41%	100.00%	$ 42,450.50	
TOTAL DIRECT LABOR COST										$ 42,450.50

DIRECT EXPENSES	Rate	Unit	Amount	Total		
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		$ -		$ -
Plots (Color on Bond)	$ 2.00	Linear Foot		$ -		$ -
TOTAL DIRECT EXPENSES				$ -		$ -
GRAND TOTAL						$ 42,450.50

ASSUMPTIONS

NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
WA No. 4
Subconsultant: Barrera - Torres Infrastructure, PLCC
Schedule Duration: 4.5 Months (April 15, 2012 thru August 31, 2012)

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Work Authorization No. 4
ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH
FOR TASKS ASSOCIATED WITH THE IBTC / TCC MODIFIED / US 281 MILITARY INCLUDING ENVIRONMENTAL TASKS
ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE OF THE IBTC AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE TCC MODIFIED

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal Engineer	QA/QC Manager	Project Manager	Senior Engineer	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
K. IBTC (4.5 Months)										
1.) Assist in Negotiating Engineering Contracts (Utilities)								0		$ -
Subtotal	0	0	0	0	0	0	0	0	0	$ -
L. SH 365 / TCC (Modified) (Inc. TCC at GSA Anzalduas Bridge)(4.5 Months)										
1.) Prepare Information / Hold Monthly Utility Meetings (4 hrs / Mtg x 10 Mtgs)	40		60	10	40	20	20	190		$ 22,961.90
2.) Review Utility Maps (60%)	32		120				32	184		$ 25,118.16
Subtotal	72	0	180	10	40	20	52	374	0	$ 48,080.06
Subtotal	72	0	180	10	40	20	52	374	0	$ 48,080.06
HOURS TOTAL	72	0	180	10	40	20	52	374		
LABOR RATE PER HOUR	$ 175.18	$ 161.70	$ 148.23	$ 134.75	$ 86.24	$59.29	$ 53.90			
TOTAL DIRECT LABOR COSTS	$ 12,612.96	$ -	$ 26,681.40	$ 1,347.50	$ 3,449.60	$ 1,185.80	$ 2,802.80	$ 48,080.06		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	26.23%	0.00%	55.49%	2.80%	7.17%	2.47%	5.83%	100.00%	CHECK	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	19.25%	0.00%	48.13%	2.67%	10.70%	5.35%	13.90%	100.00%	$ 48,080.06	
TOTAL DIRECT LABOR COST										
DIRECT EXPENSES	**Rate**	**Unit**	**Amount**	**Total**						
Overnight Mail - letter size	$ 50.00	Each		$ -					$ -	
Courier Services	$ 50.00	Each	5	$ 250.00					$ 250.00	
Photocopies B/W (8.5 X 11)	$ 0.10	Each	200	$ 20.00					$ 20.00	
Photocopies B/W (11 X 17)	$ 0.20	Each	125	$ 25.00					$ 25.00	
Photocopies Color (8.5 X 11)	$ 0.70	Each		$ -					$ -	
Photocopies Color (11 X 17)	$ 1.25	Each		$ -					$ -	
Plots (Color on Bond)	$ 2.00	Linear Foot		$ -					$ -	
TOTAL DIRECT EXPENSES				$ 295.00						$ 295.00
GRAND TOTAL										$ 48,375.06

ASSUMPTIONS

NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
WA No. 4
Subconsultant: HDR Engineering
Schedule Duration: 4.5 Months (April 15, 2012 thru August 31, 2012)

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Work Authorization No. 4
ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH
FOR TASKS ASSOCIATED WITH THE IBTC / TCC MODIFIED / US 281 MILITARY INCLUDING ENVIRONMENTAL TASKS
ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE OF THE IBTC AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE TCC MODIFIED

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Funding Revenue Specialist	Procurement Specialist	Budgets / Contracts / Controls	Senior Engineer (V)	Project Engineer (IV)	Senior Designer	Document Control Specialist	Admin Assistant	Total Labor Hrs.	Remarks	Task Cost
Oversight / Engineering Management											
A. IBTC / TCC Segment D and La Joya Relief Route T&R Studies											
1.) Attend Update Meetings (2 Mtgs @ 12 hrs / Mtg.)	24			24				8	56		$ 10,601.52
2.) QA/QC Final T&R Studies	60			40				10	110		$ 22,568.70
3) Management Assistance with Financial Plan Analysis after New T&R No. from C&M	24		30					10	64		$ 12,765.78
	108	**0**	**30**	**64**	**0**	**0**	**0**	**28**	**230**	**0**	**$ 45,936.00**
HOURS TOTAL	**108**	**0**	**30**	**64**	**0**	**0**	**0**	**28**	**230**		
LABOR RATE PER HOUR	**$ 254.62**	**$ 266.20**	**$ 202.54**	**$ 167.82**	**$ 150.46**	**$92.59**	**$ 72.34**	**$ 57.87**			
TOTAL DIRECT LABOR COSTS	$ 27,498.96	$ -	$ 6,076.20	$ 10,740.48	$ -	$ -	$ -	$ 1,620.36	$ 45,936.00		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	**59.86%**	**0.00%**	**13.23%**	**23.38%**	**0.00%**	**0.00%**	**0.00%**	**3.53%**	**100.00%**	**CHECK**	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	**46.96%**	**0.00%**	**13.04%**	**27.83%**	**0.00%**	**0.00%**	**0.00%**	**12.17%**	**100.00%**	**$ 45,936.00**	
TOTAL DIRECT LABOR COST											
DIRECT EXPENSES	**Rate**	**Unit**	**Amount**	**Total**							
Lodging / Hotel ($100.00 / DAY)	$ 100.00	Each	4	$ 400.00						**$ 400.00**	
Meals ($30.00 / DAY)	$ 30.00	Each	4	$ 120.00						**$ 120.00**	
Rental Car	$ 90.00	Each	2	$ 180.00						**$ 180.00**	
Air Travel	$ 500.00	Each	4	$ 2,000.00						**$ 2,000.00**	
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		$ -						**$ -**	
Plots (Color on Bond)	$ 2.00	Linear Foot		$ -						**$ -**	
TOTAL DIRECT EXPENSES				**$ -**							**$ 2,700.00**
GRAND TOTAL											**$ 48,636.00**

ASSUMPTIONS

NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
WA No. 4
Subconsultant: Unintech Consulting Engineers
Schedule Duration: 4.5 Months (April 15, 2012 thru August 31, 2012)

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Work Authorization No. 4
ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH
FOR TASKS ASSOCIATED WITH THE IBTC / TCC MODIFIED / US 281 MILITARY INCLUDING ENVIRONMENTAL TASKS
ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE OF THE IBTC AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE TCC MODIFIED

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Senior Project Manager	QA/QC Officer	Project Manager	Senior Engineer	Project Engineer	Engineering Intern (EIT)	Senior Designer	Engineering Tech/CADD	Total Labor Hrs.	Remarks	Task Cost
Oversight / Engineering Management											
L. SH 365 / TCC (Modified) (Inc. TCC at GSA Anzalduas Bridge)(4.5 Months)											
Review Comments on 100% Submittal of TCC at GSA / Anzalduas Bridge	10	60		60	60	20			210		$ 29,967.90
	10	**60**	**0**	**60**	**60**	**20**	**0**	**0**	**210**	**0**	**$ 29,967.90**
HOURS TOTAL	**10**	**60**	**0**	**60**	**60**	**20**	**0**	**0**	**210**		
LABOR RATE PER HOUR	**$ 188.99**	**$ 175.49**	**$ 148.49**	**$ 134.99**	**$ 121.49**	**$107.99**	**$ 94.49**	**$ 81.00**			
TOTAL DIRECT LABOR COSTS	$ 1,889.90	$ 10,529.40	$ -	$ 8,099.40	$ 7,289.40	$ 2,159.80	$ -	$ -	$ 29,967.90		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	**6.31%**	**35.14%**	**0.00%**	**27.03%**	**24.32%**	**7.21%**	**0.00%**	**0.00%**	**100.00%**	**CHECK**	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	**4.76%**	**28.57%**	**0.00%**	**28.57%**	**28.57%**	**9.52%**	**0.00%**	**0.00%**	**100.00%**	**$ 29,967.90**	
TOTAL DIRECT LABOR COST											
DIRECT EXPENSES	**Rate**	**Unit**	**Amount**	**Total**							
Lodging / Hotel ($100.00 / DAY)	$ 100.00	Each	2	$ 200.00						**$ 200.00**	
Meals ($30.00 / DAY)	$ 30.00	Each	2	$ 60.00						**$ 60.00**	
Rental Car	$ 90.00	Each	2	$ 180.00						**$ 180.00**	
Air Travel	$ 500.00	Each	2	$ 1,000.00						**$ 1,000.00**	
Overnight Mail - letter size	$ 50.00	Each	3	$ 150.00						**$ 150.00**	
Courier Services	$ 50.00	Each		$ -						**$ -**	
Photocopies B/W (8.5 X 11)	$ 0.10	Each		$ -						**$ -**	
Photocopies B/W (11 X 17)	$ 0.20	Each	200	$ 40.00						**$ 40.00**	
Photocopies Color (8.5 X 11)	$ 0.70	Each		$ -						**$ -**	
Photocopies Color (11 X 17)	$ 1.25	Each		$ -						**$ -**	
Plots (Color on Bond)	$ 2.00	Linear Foot		$ -						**$ -**	
TOTAL DIRECT EXPENSES				**$ 190.00**							**$ 1,630.00**
GRAND TOTAL											**$ 31,597.90**

ASSUMPTIONS

NONE

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: **12%** Prime Provider Dannenbaum Engineering Corporation

Work Authorization (WA)#: 4 WA Amount: **$955,367.14** 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.)*
T&R Studies / Financing Plan Review Oversight	**$48,636.00**
Total Commitment Amount *(Including all additional pages.)*	**$48,636.00**

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 N/A **Subprovider Name: HDR Engineering, Inc.** **VID Number: 47-068-0568** **Address: 1020 NE Loop 410, Suite 400, San Antonio, Texas 78209** **PH: (210)841-2800; FX: (210)841-2828** **Email: carmen.fitts@hdrinc.com**	**Name:** Carmen Abad-Fitts, P.E. ***(Please Print)*** **Title:** Vice 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).

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)#: 4 WA Amount: **$955,367.14** 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.)*
Environmental Services Oversight (FC 120)	**$135,282.56**
Total Commitment Amount *(Including all additional pages.)*	**$135,282.56**

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: Blanton & Associates, Inc.** **VID Number: 17428458388** **Address: 5 Lakeway Centre Court, Suite 200 Austin, Texas 45734** **PH: (512)264-1095; FX: (512)284-1531** **Email: admin@blantonassociates.com**	**Name:** Don Blanton ***(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).

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)#: 4 WA Amount: **$955,367.14** 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.)*
Administrative Support (FC 102,120,160,145)	**$42,450.50**
Total Commitment Amount *(Including all additional pages.)*	**$42,450.50**

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 (N/A) **Subprovider Name: Guzman Munoz Engineering and Surveying, Inc.** **VID Number:** **Address: 913 East Harrison, Suite 14** **Harlingen, Texas 78550** **PH: (956)425-1330; FX: (956)425-1685** **Email: jmunoz@gmes.com**	**Name:** Jose Muñoz, 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).

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)#: 4 WA Amount: **$955,367.14** 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.)*
Utility Oversight (FC 102, 130, 160)	**$48,375.06**
Total Commitment Amount *(Including all additional pages.)*	**$48,375.06**

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: Barrera-Torres Infrastructure, PLCC** **VID Number: 27-1647602** **Address: 7001 North 10th Street, Ste 300** **McAllen, 78504** **PH: (956)687-3355; FX: (956)687-3356** **Email: rene@big-engineering.com**	**Name:** Rene Barrera, 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).

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)#: 4 WA Amount: **$955,367.14** 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 Oversight (FC 130)	**$37,772.12**
Total Commitment Amount *(Including all additional pages.)*	**$37,772.12**

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: Aranda & Associates, Inc.** **VID Number: 04-3746373** **Address: 1552 West Dove Avenue** **McAllen, Texas 78504** **PH: (956)631-0944; FX: (956)631-0945** **Email: arandaj@arandaworld.com**	**Name:** James Aranda, RPLS ***(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).

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012-08

APPROVING SUPPLEMENT 6 TO THE PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND ATKINS GLOBAL (FORMERLY PBS&J CORPORATION) FOR PROFESSIONAL ENVIRONMENTAL SERVICES FOR THE INTERNATIONAL BRIDGE CORRIDOR CONNECTOR PROJECT

THIS RESOLUTION is adopted this 2nd day of May, 2012 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority") 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, pursuant to the authority of Chapter 222 of the Texas Transportation Code, Board action on August 9, 2007, and that certain Preliminary Project Development Agreement effective March 12, 2008 (the "PDA"), the Board engaged Hidalgo County Road Builders as its pass-through agent (the "Agent") in connection with the development of the Hidalgo Loop System (collectively, the "Project") and the Agent entered into a contract for environmental consulting services for all sections of the Project (the "Contract") with PBS&J Corporation (now Atkins Global) (the "Consultant");

WHEREAS, in order to ensure the independence of the environmental review process, on April 10, 2008, the Authority accepted the assignment of the Contract from the Agent, establishing that environmental work related to the Project would be performed under the supervision of the Authority and not the Agent (the "Assigned Contract" or the "Agreement");

WHEREAS, the Agreement has been supplemented five times, to wit:

- Supplement 01: Expanded the scope and budget of the Project under the Agreement;
- Supplement 02: Redefined the Project concept and scope, reducing the Project under the Agreement;
- Supplement 03: Addressed further changes to Project and scope, refining the Project limits to include IBTC and TCC;
- Supplement 04: Included environmental work for the GSA facility and US83;

- Supplement 05: Authorized changes to the Project scope and reduced the overall scope and fees reflecting discontinuation of GSA and TCC work; and

WHEREAS, the Board finds it to be in the best interest of the Authority to further modify the Agreement as described in Supplement No. 6, attached hereto;

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 authorizes Supplement 6 to the Agreement attached hereto as Exhibit A.

* * *

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING on the 2nd day of May, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Joe Daniel Olivarez, Secretary/Treasurer

EXHIBIT A

Supplement 6

SUPPLEMENTAL CONSULTING AGREEMENT

BETWEEN

CLIENT AND CONSULTANT

FOR PROFESSIONAL SERVICES

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY PROJECTS

Hidalgo County, Texas

THIS IS SUPPLEMENTAL AGREEMENT **06** between **Hidalgo County Regional Mobility Authority (HCRMA)** ("CLIENT"), and **ATKINS**, formerly **PBS&J**, ("CONSULTANT").

I. CLIENT and CONSULTANT have entered into an agreement dated September 25, 2008 to conduct **Preliminary Planning (Phase One)** and **NEPA Environmental Assessment (Phase Two) Studies** for the proposed Hidalgo Loop (Sections A, B, C, D, A3) in Hidalgo County, Texas.

Phase One studies consist of tasks to be completed prior to formal initiation of NEPA studies and includes services leading up to the selection of the preferred alignment for each Section. Phase Two studies consist of tasks to be completed during NEPA studies and include conducting environmental analyses of the preferred alignment to support the environmental documentation efforts.

- **Supplemental Agreement 01** expanded the scope and budget by adding Sections E, F and FM 1925 Extension to Hidalgo Loop system.

- **Supplemental Agreement 02** redefined the project concept and scope of the proposed Hidalgo Loop resulting in reduction in scope and budget. Changes included: reduction in Section A limits; Section B limits were changed to connect to the Pharr and Donna International bridges; incorporation of Section A3 into Section B; termination of Phase Two tasks for Sections C, D, E, and F; and termination of Phase One and Two tasks for the FM 1925 Extension.

- **Supplemental Agreement 03** addressed the change in project concept and scope and redefined the projects for development by the HCRMA as the Hidalgo International Bridge Trade Corridor and the Trade Corridor Connector. Supplemental Agreement 03 also consolidated services as identified in Supplemental Agreement 02; and provided additional scope of services to complete the environmental process for project development for the International Bridge Trade Corridor (IBTC) and Trade Corridor Connector (TCC).

- **Supplemental Agreement 04** included services necessary to prepare environmental documents for proposed interchanges at the Anzalduas GSA facility and at US 83/IBTC.

- **Supplemental Agreement 05** included services to conduct a Phase II environmental site assessment (ESA) for the Donna Reservoir; to revise the project limits in the environmental assessment based on removal of the US 281 Overpass and Border Safety Inspection Facility Connector; to support the RMA with IBWC, NADBank and BECC coordination and IBWC permitting; and, reduction of scope and fee based on discontinuation of all work on the Anzulduas GSA Connector and the TCC.

- **Supplemental Agreement 06** addresses obtaining HCRMA's environmental decision for the existing environmental document and includes the following:

    - Services to update the United States Fish and Wildlife Services (USFWS) coordination (to be completed by the HCRMA General Engineering Consultant [GEC]) in the Final IBTC environmental assessment (EA).

- Assumes no change in the existing 14.7-mile project limits, which extend from U.S. Highway (US) 83 Expressway (0.5 mile east of Farm-to-Market Road [FM] 1423) to US 281 (Military Highway) at San Juan Road and to FM 493 approximately 1.5 miles north of US 281 (see attached map).
- Assumes that no other changes are required in the EA other than updating the EA with the results of the USFWS coordination.
- Assumes one round of review for the updated EA sections only.
- Assumes that a re-distribution of the EA is not required.
- Assumes all scope items from the previous scope of work remains in effect except as indicated in Attachment K-1 (Division of Responsibilities).

- Section 404 permitting services will be conducted by the HCRMA GEC and therefore have been removed from the scope and fee.
- A conditional clearance for the historic resources survey was issued by the Texas Historical Commission (THC) on April 6, 2011; however, further coordination with THC is required to obtain final clearance for historic resources upon completion of final design. Coordination regarding the engineering details at the historic canal locations will be conducted by the HCRMA GEC and therefore this service has been removed from the scope and fee.
- IBWC construction permit/license services will be conducted by the HCRMA GEC and therefore have been removed from the scope and fee.

II. The change in fee and scope tasks associated with Supplemental 06 is included as Attachment K-1 (Fee Summary) to this agreement.

III. The amount of **Supplemental Agreement 06** results in **no net change** in the contract amount. With this supplemental agreement, the maximum amount payable will remain **$2,912,691.00**. (See Attachment K-1).

IV. **Supplemental Agreement 06** shall become effective on the date of final execution of the parties hereto. All other terms and conditions not hereby amended are to remain in full force and effect.

This Agreement is hereby accepted and acknowledged below.

CONSULTANT

Tracy Hill, P.E.
Vice President
Atkins (formerly PBS&J)

Date: 5/7/12

CLIENT

for Dennis Burleson
Chairman
Hidalgo County Regional Mobility Authority

Date: 5/14/2012

ATTACHMENT: Project Map
ATTACHMENT K-1: Fee Estimate

Hidalgo County RMA
International Bridge Trade Corridor
Environmental Services Contract

ATTACHMENT K-1
SUPPLEMENTAL AGREEMENT 06 FEE PROPOSAL

Contracts	Description	Date of Signed Contractual Agreement	Contractual Agreement Amount	Contractual Agreement Balance
Original Contract	Hidalgo Loop (Sections A - D & A3)	April 10, 2008	$3,056,000	$3,056,000
Supplemental Agreement 01	Hidalgo Loop (Sections E, F & FM 1925 Extension)	September 25, 2008	$1,149,000	$4,205,000
Supplemental Agreement 02	Termination of Phase Two Tasks for Sections E, F & FM 1925 Extension	September 16, 2009	($2,168,200)	$2,036,800
Supplemental Agreement 03	Redefinition to TCC (Formerly Section A) and IBTC (Formerly Sections B & A3)	March 3, 2010	$800,129	$2,836,929
Supplemental Agreement 04	Addition of Anzalduas GSA Connector and US 83 Direct Connector	April 5, 2010	$221,853	$3,058,782
Supplemental Agreement 05	IBTC Phase II Site Assessment, IBTC Revised Limits (w/o US 281/IBTC), and termination of Anzalduas GSA	October 27, 2010	($146,091)	$2,912,691
Supplemental Agreement 06	IBTC Environmental Decision		$0.00	$2,912,691

ATKINS

Hidalgo County RMA

International Bridge Trade Corridor

Environmental Services Contract

Supplemental 06

COMBINED FEE PROPOSAL

	IBTC Environmental Services	Supplemental 06	IBTC Budget Remaining	Unbilled (As of March 2012)
2.1	DATA COLLECTION (ROE)	$0	$0.00	$0.00
2.2	NEED AND PURPOSE & ALTERNATIVES	$0	$0.00	$0.00
2.3	PUBLIC INVOLVEMENT	$0	$0.00	$0.00
2.4	ENVIRONMENTAL DOCUMENT*	$47,612.75	$0.00	$0.00
2.5	SECTION 404 DELINEATION	$0	$25,208.21	$0.00
2.6	CULTURAL RESOURCES	$0	$23,728.35	$1,340.00
2.7	NEPA/ENVIRONMENTAL TASK MANAGEMENT	$0	$1,624.19	$1,608.00
3.1	PHASE II SITE ASSESSMENT	$0	$0.00	$0.00
	DIRECT EXPENSES[1]	$39,143.80	$39,143.80	$0.00
	Total	**$86,757**	$89,704.55	$2,948.00

*Remaining funds to be shifted into Task 2.4 (Environmental Document)

Note:-

1) Direct Expenses include:

Atkins Direct Expenses	$31,124.30
L&G Remaining Fees	$8,019.50
2) Unbilled as of March 1, 2012	$1,608.00
3) Unearned charges as of March 14, 2012	$1,340.00

Hidalgo County Regional Mobility Authority (HCRMA)
International Bridge Trade Corridor Environmental Services
Division of Responsiblities

TASK	TASK DESCRIPTION	ASSUMPTIONS/STATUS	ATKINS ROLE	L&G ROLE
2.1	**RIGHT-OF-ENTRY (ROE)**			
	Identify/map outstanding priority parcels		N/A	N/A
	ROE Coordination		N/A	N/A
2.2	**NEED AND PURPOSE & ALTERNATIVES**			
	Update Need & Purpose	Task complete; no change	Support	Lead
	Update Alternatives	Task complete; no change	Support	Lead
2.3	**AGENCY COORDINATION & PUBLIC INVOLVEMENT**			
	Agency Coordination			
	USFWS Coordination	Coordination to be completed by HCRMA GEC. Incorporate findings/recommendations into EA.	Support	Lead
	Coordination w. TPWD, TCEQ, IBWC		Support	Lead
	Public Meeting	Task complete; no change		
	Secure Public Meeting site and complete other logistics		N/A	N/A
	Create Mailing List		N/A	N/A
	Prepare and Publish Public Meeting Notice in local publications (30-day & 10-day)		N/A	N/A
	Mail Notice		N/A	N/A
	Prepare Public Meeting Exhibits		Support	Support
	Attend Public Meeting		Support	Support
	Prepare Public Hearing Summary Report		Support	Support
	Public Hearing	Task complete; no change		
	Secure Public Hearing site and complete other logistics		N/A	N/A
	Create Mailing List		N/A	N/A
	Prepare and Publish Public Hearing Notice in local publications (30-day & 10-day)		N/A	N/A
	Mail Notice		N/A	N/A
	Prepare Presentation		Support	Support
	Prepare Public Hearing Exhibits		Support	Support
	Attend Public Hearing		Support	Support
	Prepare Public Hearing Summary Report		Support	Support
2.4	**ENVIRONMENTAL DOCUMENT**			
	Revise Draft EA	Assumes no changes other than including USFWS coordination		
	Chapter 1: Introduction	Update per USFWS coordination	N/A	Lead
	Chapter 2: Need and Purpose		N/A	Lead
	Chapter 3: Description of Proposed Action		N/A	Lead
	Chapter 4: Alternatives Analysis		N/A	Lead
	Chapter 5: Affected Environment & Environmental Consequences		N/A	Lead
	ROW Displacements		N/A	Lead
	Early ROW Acquisition		N/A	Lead
	Socioeconomic Data		N/A	Lead
	Land Use		N/A	Lead
	Soils		N/A	Lead
	Farmland Protection Policy Act		N/A	Lead
	Vegetation		N/A	Lead
	Beneficial Landscape Practices		N/A	Lead
	Invasive Species		N/A	Lead
	Wildlife		N/A	Lead
	Migratory Bird Treaty Act		N/A	Lead
	Threatened and Endangered Species	Update per USFWS coordination	N/A	Lead
	Parkland		N/A	Lead
	Wetlands and Waters of the U.S.		Lead	N/A
	Permits		N/A	Lead
	Essential Fish Habitat		N/A	Lead
	Coastal Management Program		N/A	Lead
	Water Quality		N/A	Lead
	Floodplains		N/A	Lead
	Air Quality		N/A	Lead
	Noise		N/A	Lead
	Hazardous Materials		N/A	Lead
	Historic Properties		Lead	N/A
	Archaeological Sites		Lead	N/A
	Airspace Clearance		N/A	Lead
	Utilities		N/A	Lead
	Construction Impacts		N/A	Lead
	Chapter 6: Indirect Impacts		N/A	Lead
	Chapter 7: Cumulative Impacts		N/A	Lead
	Chapter 8: Public Involvement & Agency Coordination		N/A	Lead
	Chapter 9: Conclusion		N/A	Lead
	Chapter 10. References		N/A	Lead
	Exhibits		N/A	Lead
	Appendices	Update per USFWS coordination	N/A	Lead

Hidalgo County Regional Mobility Authority (HCRMA)
International Bridge Trade Corridor Environmental Services
Division of Responsiblities

TASK	TASK DESCRIPTION	ASSUMPTIONS/STATUS	ATKINS ROLE	L&G ROLE
	QA/QC (Draft #1)		Lead	Support
	QA/QC (Draft #2)		Lead	Support
	Draft EA Revisions	Assumes one round of review for the updated EA sections only.		
	Respond to GEC Comments		Support	Lead
	Respond to Agency Comments		Support	Lead
	EA Distribution/NOA	Task complete; no change		
	Publish & Distribute Final Draft EA		Lead	
	Respond to comments		Support	Lead
	Finalize EA		Support	Lead
	Environmental Decision			
	Draft Environmental Decision Document	Submit for HCRMA GEC review	Support	Lead
	Environmental Permits Issues & Commitments (EPIC)	Submit for HCRMA GEC review	Support	Lead
	Final Environmental Decision Document			Lead
	Environmental Decision NOA			
	Prepare Draft NOA	Submit for HCRMA GEC review	Support	Lead
	Finalize NOA			Lead
	Publish NOA			Lead
2.5	**SECTION 404 DELINEATION**			
	Wetlands/Waters of the US Report	Task complete; no change		
	Field surveys		Lead	
	Mapping of Boundaries/Prepare data forms		Lead	
	Draft Wetlands Report		Lead	
	Coordinate w. USACE		Lead	
	Respond to Comments		Lead	
	Section 404 Permit	To be completed by HCRMA GEC; removed from scope of services.		
	USACE Permit Application and Mitigation		Lead	
	USACE Agency Coordination		Lead	
	TCEQ Water Quality Certification		Lead	
2.6	**CULTURAL RESOURCES**			
	Archaeological Resources	Task complete; no change		
	Addendum to Cultural Resources Report		Lead	
	Background Study		Lead	
	Research Design & Antiquities Permit		Lead	
	Fieldwork		Lead	
	Lab Analysis and Curation		Lead	
	Prepare draft report		Lead	
	Respond to ENV Comments		Lead	
	Respond to THC Comments		Lead	
	Provide Information for Tribal Coordination		Lead	
	Historic Resources	To be completed by HCRMA GEC; removed from scope of services. Requires engineering details at historic canal to achieve final THC clearance		
	Addendum to Cultural Resources Report		Lead	
	Respond to THC Comments		Lead	
2.7	**NEPA/ENV TASK MANAGEMENT**			
	Develop & Maintain Project Schedule		Lead	Support
	Weekly Calls/General Purpose Meetings with HCRMA		Lead	Support
	Weekly Coordination with Design Engineer		Lead	Support
	Monthly Project Administration (Invoicing, Progress Reports, etc.)	Provide monthly progress reports and invoices	Lead	Support
	Monthly HCRMA Meetings	Attend 2 HCRMA meetings and provide status update.	Lead	Support
	Project Workshops/Briefing		Lead	Support
	Organize and Maintain Technical Data File		Lead	Support
	QA/QC		Lead	Support
3.1	**PHASE II SITE ASSESSMENT**		N/A	N/A
	Initiate Coordination with IBWC field office			
	Permit application (project sponsor letter, proposed plans, and resource agencies letters of compliance)	To be completed by HCRMA GEC; removed from scope of services.		
	IBWC Permit Coordination			

Note:-
Red text indicates scope changes.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012-09

APPROVING SUPPLEMENT NUMBER 1 TO THE PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND ATKINS GLOBAL (FORMERLY PBS&J CORPORATION) FOR PROFESSIONAL ENVIRONMENTAL SERVICES FOR THE TRADE CORRIDOR CONNECTOR PROJECT

THIS RESOLUTION is adopted this 2nd day of May, 2012 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority") 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, including the development of independent projects like the Trade Corridor Connector (the "Project");

WHEREAS, pursuant to state and federal law, the development of the Project requires an environmental review to determine what impacts, if any, the Project may have;

WHEREAS, pursuant to the Texas Professional Services Act, the Authority procured and selected Atkins Global (formerly PBS&J Corporation) (the "Consultant"), based on qualifications, to perform environmental services for the Project and on February 1, 2011 (Resolution 2011-01) approved a professional services agreement with the Consultant (the "Agreement"); and

WHEREAS, Board now finds it to be in the best interest of the Authority to supplement that Agreement;

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 the Supplement Number 1 to the Professional Services Agreement, in substantially the same form as the document attached hereto as Exhibit A.

* * *

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING on the 2nd day of May, 2012 at which meeting a quorum was present.

Dennis Burleson, Chairman

Joe Daniel Olivarez, Secretary/Treasurer

EXHIBIT A

SUPPLEMENT NUMBER 1

SUPPLEMENTAL AGREEMENT

BETWEEN

CLIENT AND CONSULTANT

FOR PROFESSIONAL ENVIRONMENTAL SERVICES

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY PROJECTS

Hidalgo County, Texas

THIS IS SUPPLEMENTAL AGREEMENT _____**01**____ between **Hidalgo County Regional Mobility Authority (HCRMA)** ("CLIENT"), and **ATKINS** ("CONSULTANT").

I. CLIENT and CONSULTANT have entered into an agreement dated March 29, 2011 to conduct **Environmental Services** for the proposed Hidalgo County State Highway 365/Trade Corridor Connector (SH 365/TCC) and United States Highway 281/International Bridge Trade Corridor Overpass (US 281/IBTC) projects and any segments there under.

This supplemental agreement **(Supplemental Agreement 01)** addresses the change in project concept and scope for the redefined HCRMA SH 365/TCC project and includes the following:

- Services to revise the environmental assessment for the modified SH 365/TCC project limits from just west of Farm-to-Market (FM) Road 396 (Bryan Road) to US 281/Military Highway as shown in the attached map.
- Field survey of approximately 2.2 miles of new alignment for the modified project limits.
- Right-of-entry will be conducted by the HCRMA General Engineering Consultant (GEC) and therefore the associated scope and fee have been removed from this agreement.
- Section 404 permitting services will be conducted by the HCRMA GEC and therefore the associated scope and fee have been removed from this agreement.
- IBWC construction permit/license services will be handled by the HCRMA GEC and therefore the associated scope and fee have been removed from this agreement.

II. The scope of services and fee to complete this effort are included in Attachments J-1 and J-2. The project schedule will be developed in coordination with the HCRMA GEC upon notice to proceed.

III. The amount of **Supplemental Agreement 01** results in a net contract increase of $29,534.00. With this supplemental agreement, the maximum amount payable has been increased from **$519,133.00** to **$548,667.00** (See Attachment J).

IV. **Supplemental Agreement 01** shall become effective on the date of final execution of the parties hereto. All other terms and conditions not hereby amended are to remain in full force and effect.

This Agreement is hereby accepted and acknowledged below.

CONSULTANT

Tracy Hill, P.E.
Vice President
Atkins

Date: 5/2/12

CLIENT

Dennis Burleson
Chairman
Hidalgo County Regional Mobility Authority

Date: 5/14/2012

ATTACHMENT: Modified Project Alignment
ATTACHMENT J-1: Services and Schedule to be Provided by the Consultant
ATTACHMENT J-2: Fee Proposal

SH 365/TCC Environmental Services
Summary of Expense Estimate

DIRECT COST ITEMS	AMOUNT	UNIT	RATE	TOTAL
Airfare	23	RT	$350.00	$8,050.00
Mileage	4,000	MILE	$0.50	$2,000.00
Digital Camera Usage	7	DAY	$7.00	$49.00
Records Curation	0	DRW	$1,455.30	$0.00
Printing and Photocopying	0	-		
-Photocopies 8 ½"x11"	27,280	EA	$0.10	$2,728.00
-Photocopies 11"x17"	4,900	EA	$0.15	$735.00
-Color Photocopies 8 ½"x11"	15,880	EA	$0.15	$2,382.00
-Color Photocopies 11"x17"	5,040	EA	$0.20	$1,008.00
Plots	0	-		
-Bond (Black & White)	0	SF	$1.50	$0.00
-Mylar (Black & White)	0	SF	$1.50	$0.00
- Bond (Color)	0	SF	$1.25	$0.00
-Mylar (Color)	0	SF	$4.00	$0.00
-Color Paper (Photo Quality)	0	SF	$5.00	$0.00
Lodging (per person)	103	DAY	$85.00	$8,755.00
Meals (per person)	121	DAY	$36.00	$4,356.00
Car Rental	23	DAY	$65.00	$1,495.00
Rental Car Fuel (10 gallons/rental car/day)	220	DAY	$3.00	$660.00
Noise Meter Rental	1	EA	$530.00	$530.00
HazMat Data Search	1	LS	$750.00	$750.00
Editing	10	Hr	$75.00	$750.00
Mailings/Postage	44	LS	$0.44	$19.36
Backhoe and Operator	3	Day	$800.00	$2,400.00
Public Meeting/Hearing Exhibits	0	EA	$50.00	$0.00
Public Meeting/Hearing Facility Rental	0	Day	$300.00	$0.00
Newspaper Advertisements	0	EA	$1,500.00	$0.00
Public Meeting/Hearing Material	0	EA	$45.00	$0.00
GPS	37	Day	$45.00	$1,665.00
ATV	0	Day	$100.00	$0.00
Miscellaneous Field Expenses	6	Day	$50.00	$300.00
Court Reporter	0	EA	$500.00	$0.00
Overnight Delivery Services	35	EA	$15.00	$525.00

TOTAL EXPENSES $39,157.36

ATKINS

SH 365/TCC and US 281/IBTC Overpass
Environmental Services
Rate Schedule

Labor/Staff Classification	Hourly Base Rate Year 2011	Hourly Base Rate Year 2012	Contract Rate FY 12 - FY 13
Principal	$ 86.00	$ 88.58	$ 270.17
Environmental Manager	$ 60.00	$ 61.80	$ 188.49
Sr. Planner	$ 51.50	$ 53.05	$ 161.79
Planner II	$ 40.00	$ 41.20	$ 125.66
Planner I	$ 30.00	$ 30.90	$ 94.25
Sr. Scientist II-Environmental	$ 48.00	$ 49.44	$ 150.79
Sr. Scientist I-Environmental	$ 40.00	$ 41.20	$ 125.66
Scientist II-Environmental	$ 33.60	$ 34.61	$ 105.55
Scientist I-Environmental	$ 23.50	$ 24.21	$ 73.83
Science Technician	$ 19.55	$ 20.14	$ 61.42
Sr. Engineer	$ 63.00	$ 64.89	$ 197.91
Senior CADD Operator	$ 33.60	$ 34.61	$ 105.55
CADD Operator	$ 24.68	$ 25.42	$ 77.52
Sr. GIS Analyst	$ 34.65	$ 35.69	$ 108.85
GIS Analyst	$ 25.73	$ 26.50	$ 80.82
Admin/Clerical/Word Processor	$ 23.50	$ 24.21	$ 73.83

SH 365/TCC Environmental Services
Summary of Tasks and Labor Requirements Estimate

		SUBCONSULTANT							
	Task	Sr. Envl. Sci II	Sr. Envl Sci. I	Envl Spec III	Envl Spec II	Envl tech II	Admin	Activity Hours	Activity Cost
	Contract Rate	$134.75	$118.90	$67.38	$62.09	$48.88	$52.84		
1.0	**PROJECT MANAGEMENT AND ADMINISTRATION**	10	0	0	0	0	0	10	$1,347.50
	Project Kick-off Meeting							0	$0.00
	Project Management Plan							0	$0.00
	Develop & Maintain Project Schedule							0	$0.00
	Weekly Calls/General Purpose Meetings with HCRMA							0	$0.00
	Weekly Coordination with Design Engineer							0	$0.00
	Monthly Project Administration (Invoicing, Progress Reports, etc.)	10						10	$1,347.50
	Monthly HCRMA Meetings							0	$0.00
	Project Workshops/Briefing							0	$0.00
	Organize and Maintain Technical Data File							0	$0.00
	QA/QC							0	$0.00
2.0	**AGENCY COORDINATION & PUBLIC INVOLVEMENT**	24	0	24	0	0	0	48	$4,851.12
	Agency Coordination								$0.00
	TxDOT Pharr District Coordination							0	$0.00
	MPO Coordination to Update MTP							0	$0.00
	Public Involvement Plan & Outreach								$0.00
	Develop PIP							0	$0.00
	Stakeholder Meetings							0	$0.00
	Public Meeting								$0.00
	Secure meeting site and complete other meeting logistics							0	$0.00
	Create Mailing List							0	$0.00
	Prepare and Publish Meeting Notice in local publications (30-day & 10-day)							0	$0.00
	Mail Notice							0	$0.00
	Prepare Public Meeting Exhibits							0	$0.00
New	Attend Public Meeting	12		12				24	$2,425.56
	Prepare Public Meeting Summary Report							0	$0.00
	Public Hearing								$0.00
	Secure Public Hearing site and complete other logistics							0	$0.00
	Create Mailing List							0	$0.00
	(30-day and 10-day)							0	$0.00
	Mail Notice							0	$0.00
	Prepare Presentation							0	$0.00
	Prepare Public Hearing Exhibits							0	$0.00
Change	Attend Public Hearing	12		12				24	$2,425.56
	Prepare Public Hearing Summary Report							0	$0.00
3.0	**RIGHT-OF-ENTRY (ROE)**	0	0	0	0	0	0	0	$0.00
	Identify/map outstanding priority parcels							0	$0.00
	ROE Coordination							0	$0.00
4.0	**ENVIRONMENTAL CLASSIFICATION**	0	0	0	0	0	0	0	$0.00
	Draft classification letter							0	$0.00
	Respond to District Comments							0	$0.00
	Respond to ENV Comments							0	$0.00
	Respond to FHWA Comments							0	$0.00
5.0	**ENVIRONMENTAL DOCUMENT**	32	22	22	20	12	0	108	$10,238.52
	Draft EA							0	$0.00
	Chapter 1: Introduction							0	$0.00
	Chapter 2: Project Background							0	$0.00
	Chapter 3: Need and Purpose							0	$0.00
	Chapter 4: Description of Proposed Action							0	$0.00
	Chapter 5: Alternatives Analysis							0	$0.00
	Chapter 6: Affected Environment & Environmental Consequences							0	$0.00
	ROW Displacements							0	$0.00
	Socioeconomic Data							0	$0.00
	Land Use							0	$0.00
	Vegetation							0	$0.00
	Beneficial Landscape Practices							0	$0.00
	Invasive Species							0	$0.00
	Geology, Topography, and Soils							0	$0.00
	Farmland Protection Policy Act							0	$0.00
	Wildlife							0	$0.00
	Migratory Bird Treaty Act							0	$0.00
	Threatened and Endangered Species							0	$0.00
	Parkland							0	$0.00
	Wetlands and Waters of the U.S.							0	$0.00
	Permits							0	$0.00
	Essential Fish Habitat							0	$0.00
	Coastal Management Program							0	$0.00
	Water Quality							0	$0.00
	Floodplains							0	$0.00
	Air Quality							0	$0.00
	Noise							0	$0.00
	Hazardous Materials							0	$0.00
	Historic Properties							0	$0.00
	Archaeological Sites							0	$0.00
	Airspace Clearance							0	$0.00
	Construction Impacts							0	$0.00
	Chapter 7: Indirect Impacts	8	12	12	10	6		48	$4,227.54

SH 365/TCC Environmental Services
Summary of Tasks and Labor Requirements Estimate

		SUBCONSULTANT							
	Task	Sr. Envl. Sci II	Sr. Envl Sci I	Envl Spec III	Envl Spec II	Envl tech II	Admin	Activity Hours	Activity Cost
	Contract Rate	$134.75	$118.90	$67.38	$62.09	$48.88	$52.84		
	Chapter 8: Cumulative Impacts	8	10	10	10	6		44	$3,854.98
	Chapter 9: Regional Toll Analysis							0	$0.00
	Chapter 10: Conclusion							0	$0.00
	Chapter 11: References							0	$0.00
	Exhibits							0	$0.00
	Appendices							0	$0.00
	QA/QC (Draft #1)	8						8	$1,078.00
	QA/QC (Draft #2)	8						8	$1,078.00
	Draft EA Revisions							0	$0.00
	Respond to District Comments							0	$0.00
	Respond to ENV Comments							0	$0.00
	Respond to FHWA Comments							0	$0.00
	EA Distribution/NOA							0	$0.00
	Publish & Distribute Final Draft EA							0	$0.00
	Respond to comments							0	$0.00
	Finalize EA							0	$0.00
	Environmental Decision							0	$0.00
	Draft Environmental Decision Document							0	$0.00
	Environmental Permits Issues & Commitments (EPIC)							0	$0.00
	Final Environmental Decision Document							0	$0.00
	Environmental Decision NOA							0	$0.00
	Prepare Draft NOA							0	$0.00
	Finalize NOA							0	$0.00
	Publish NOA							0	$0.00
6.0	**SECTION 404 DELINEATION**	0	0	0	0	0	0	0	**$0.00**
	Wetlands/Waters of the US Report							0	$0.00
	Field surveys							0	$0.00
	Mapping of Boundaries/Prepare data forms							0	$0.00
	Draft Wetlands Report							0	$0.00
	Respond to District Comments							0	$0.00
	Respond to ENV Comments							0	$0.00
	Section 404 Permit							0	$0.00
	USACE Permit Application and Mitigation							0	$0.00
	USACE Agency Coordination							0	$0.00
	TCEQ Water Quality Certification							0	$0.00
7.0	**CULTURAL RESOURCES**	0	0	0	0	0	0	0	**$0.00**
	Archaeological Resources							0	$0.00
	Background Study							0	$0.00
	Research Design & Antiquities Permit							0	$0.00
	Fieldwork							0	$0.00
	Lab Analysis and Curation							0	$0.00
	Prepare draft report							0	$0.00
	Respond to ENV Comments							0	$0.00
	Respond to THC Comments							0	$0.00
	Provide Information for Tribal Coordination							0	$0.00
	Historic Resources							0	$0.00
	Preliminary Data Collection							0	$0.00
	Research Design Coordination and Approval with ENV							0	$0.00
	Field Reconnaissance							0	$0.00
	Prepare Draft Report							0	$0.00
	Respond to ENV Comments							0	$0.00
	Respond to THC Comments							0	$0.00
	Intensive Survey Research Design							0	$0.00
	Archival Research/Field Documentation for Intensive Survey							0	$0.00
	Prepare Integrated Reconnaissance and Intensive Survey							0	$0.00
	Respond to ENV Comments							0	$0.00
	Respond to THC Comments							0	$0.00
8.0	**IBWC LICENSE**	0	0	0	0	0	0	0	**$0.00**
	Initiate Coordination with IBWC field office							0	$0.00
	Permit application (project sponsor letter, proposed plans, and resource agencies letters of compliance)							0	$0.00
	IBWC Permit Coordination							0	$0.00
9.0	**SECTION 4(f) EVALUATION**	0	0	0	0	0	0	0	**$0.00**
	Avoidance Alternatives							0	$0.00
	Prepare Draft De Mininis 4(f) Evaluation							0	$0.00
	Respond to District Comments							0	$0.00
	Respond to ENV Comments							0	$0.00
	Respond to FHWA Comments							0	$0.00
	Totals	**66**	**22**	**46**	**20**	**12**	**0**	**166**	**$16,437.14**

SH 365/TCC Environmental Services

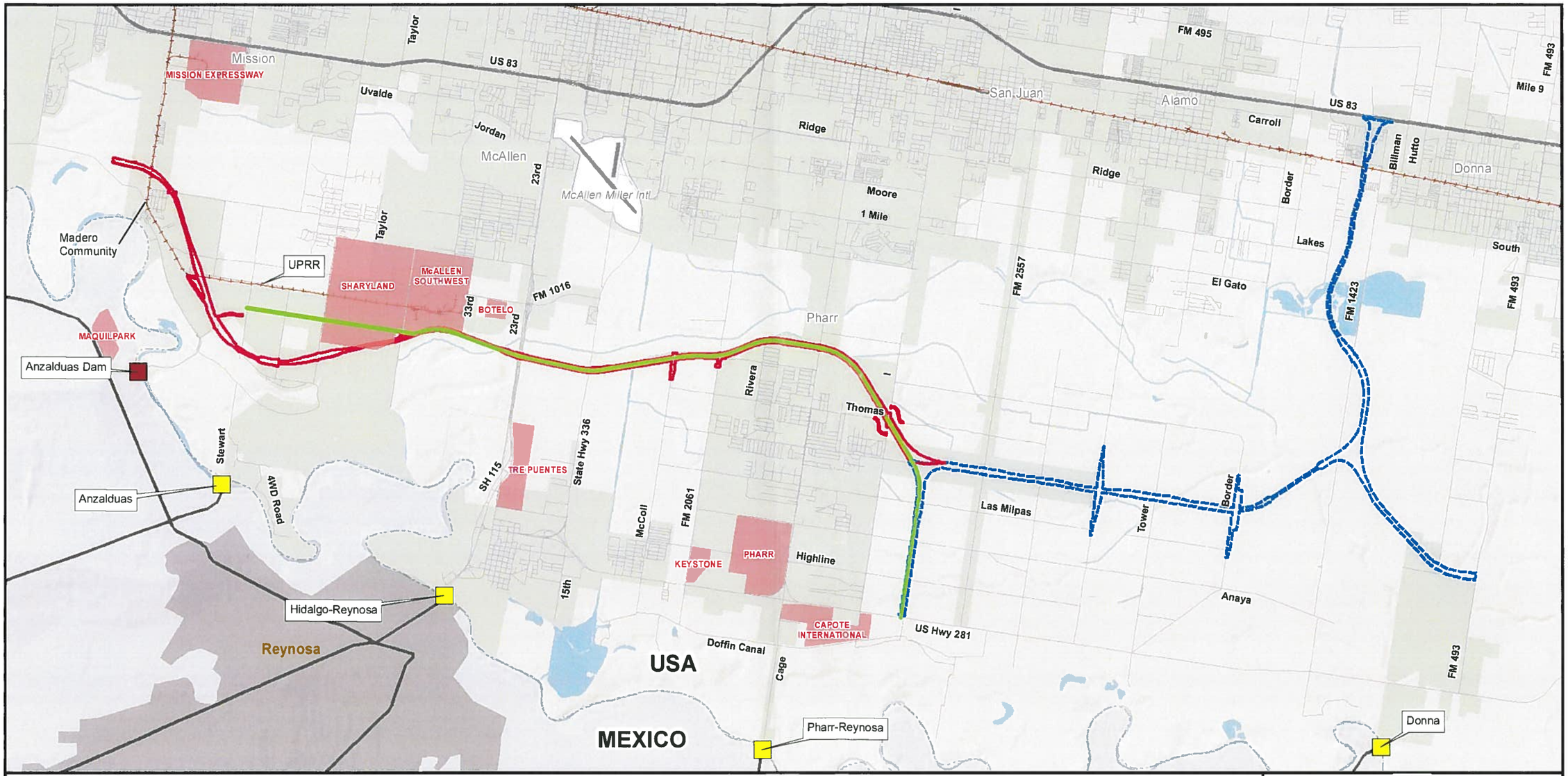
Summary of Expense Estimate

DIRECT COST ITEMS	AMOUNT	UNIT	RATE	TOTAL
Airfare	6	RT	$350.00	$2,100.00
Mileage		MILE	$0.45	$0.00
Digital Camera Usage		DAY	$7.00	$0.00
Records Curation		DRW	$1,455.30	$0.00
Printing and Photocopying		-		
-Photocopies 8 ½"x11"		EA	$0.10	$0.00
-Photocopies 11"x17"		EA	$0.15	$0.00
-Color Photocopies 8 ½"x11"		EA	$1.00	$0.00
-Color Photocopies 11"x17"		EA	$1.80	$0.00
Plots		-		
-Bond (Black & White)		SF	$1.50	$0.00
-Mylar (Black & White)		SF	$1.50	$0.00
- Bond (Color)	60	SF	$1.25	$75.00
-Mylar (Color)		SF	$4.00	$0.00
-Color Paper (Photo Quality)		SF	$5.00	$0.00
Lodging (per person)	8	DAY	$85.00	$680.00
Meals (per person)	16	DAY	$36.00	$576.00
Car Rental	6	DAY	$65.00	$390.00
Rental Car Fuel (10 gallons/rental car day)	64	DAY	$3.00	$192.00
Noise Meter Rental		EA	$530.00	$0.00
HazMat Data Search		LS	$225.00	$0.00
Editing		Hr	$75.00	$0.00
Mailings/Postage		LS	$0.44	$0.00
Backhoe and Operator		Day	$800.00	$0.00
Public Meeting/Hearing Exhibits		Day	$300.00	$0.00
Public Hearing Facility Rental		EA	$1,500.00	$0.00
Newspaper Advertisements		EA	$1,500.00	$0.00
Public Meeting/Hearing Material		EA	$1,500.00	$0.00
GPS		Day	$45.00	$0.00
ATV		Day	$100.00	$0.00
Miscellaneous Field Expenses	1	Day	$50.00	$50.00
Court Reporter/Translator		EA	$500.00	$0.00
Overnight Delivery Services	2	EA	$15.00	$30.00

TOTAL EXPENSES $4,093.00

SH 365/TCC and US 281/IBTC Overpass
Environmental Services
Rate Schedule

Labor/Staff Classification	Hourly Base Rate Year 2011	Hourly Base Rate Year 2012	Contract Rate FY 12 - FY 13
Sr. Environmental Scientist II	$ 51.00	$ 52.53	$ 138.80
Sr. Environmental Scientist I	$ 45.00	$ 46.35	$ 122.47
Environmental Professional II	$ 35.00	$ 36.05	$ 95.25
Environmental Professional I	$ 29.00	$ 29.87	$ 78.92
Environmental Specialist III	$ 25.50	$ 26.27	$ 69.40
Environmental Specialist II	$ 23.50	$ 24.21	$ 63.96
Environmental Specialist I	$ 21.00	$ 21.63	$ 57.15
Environmental Tech II	$ 18.50	$ 19.06	$ 50.35
Environmental Tech I	$ 15.50	$ 15.97	$ 42.18
Admin/Clerical	$ 20.00	$ 20.60	$ 54.43


Mission
MISSION EXPRESSWAY
Taylor
US 83
Uvalde
Jordan
McAllen
23rd
McAllen Miller Intl
Ridge
San Juan
Alamo
FM 495
Carroll
US 83
FM 493
Mile 9
Billman
Hutto
Donna
Border
Ridge
Moore
1 Mile
Madero
Community
UPRR
Taylor
SHARYLAND
McALLEN
SOUTHWEST
BOTELO
33rd
23rd
FM 1016
Pharr
FM 2557
Lakes
El Gato
South
FM 493
FM 1423
MAQUILPARK
Anzalduas Dam
Stewart
Rivera
Thomas
Anzalduas
4WD Road
SH 115
TRE PUENTES
State Hwy 336
McColl
FM 2061
Las Milpas
Tower
Border
KEYSTONE
PHARR
Highline
15th
Hidalgo-Reynosa
Reynosa
Doffin Canal
CAPOTE
INTERNATIONAL
US Hwy 281
Anaya
USA
Cage
FM 493
MEXICO
Pharr-Reynosa
Donna
Datum: NAD 83
Projection: UTM
Zone: 14N
Units: Meters
Project Vicinity
McAllen
HIDALGO
USA
Reynosa
Mexico
SH 365\Trade Corridor Connector\TCC
International Bridge Trade Corridor\IBTC
SH 365/TCC (Feb 2012)
Dam
Existing International Bridge
Freight Transfer Facility
0
7,000
14,000
Feet
RMA
SH 365/TCC and IBTC Location
Hidalgo County, Texas
Prepared by: Atkins/15490
Date: Feb, 10, 2012
N:\Clients\G_H\Hidalgo_Co_RMA\100020726\geo\figs\01_prj_loc_map.mxd

ATTACHMENT ~~B~~J-1
SERVICES TO BE PROVIDED BY THE CONSULTANT

Hidalgo County Regional Mobility Authority
State Highway 365/Trade Corridor Connector

The work to be performed by the Consultant under this agreement with Client will consist of updating ~~a~~ the August 2011 draft Environmental Assessment (EA) and associated technical reports for the proposed State Highway (SH) 365/Trade Corridor Connector (TCC) project in Hidalgo County, Texas. This supplemental scope and subsequent fee proposal is based on the ~~following assumed~~February 2012 modified project ~~construction limits~~alignment (as shown in the attached map) and design concept features for the modified SH 365/TCC Build Alternative as defined below~~.~~:

- SH 365/TCC will be constructed from ~~approximately 0.5 mile~~just west of Farm-to-Market Road (FM) 396 (Bryan Road)~~1016~~ east to US Highway 281/Military Highway ~~approximately 0.5 mile south-southeast of FM 3072~~, a distance of approximately ~~13.28~~11.6 miles.
- The modified project limits includes 2.2 miles of new alignment in the western terminus.
- The modified SH 365/TCC project limits now include the western north-south leg of the proposed International Bridge Trade Connector (IBTC) as shown in the attached map.
- The proposed facility would be a tolled six lane divided control access freeway.
- The proposed facility would consist of two 4-foot-wide inside shoulders, two 14-foot-wide travel lanes, and two 10-foot-wide outside shoulders, and a center 2-foot median for a single slope concrete barrier with overpasses, ramps, passing lanes and access roads where necessary.
- The proposed facility would require a 300-foot typical right-of-way (ROW) (a minimum of 160 feet and maximum of 400 feet).
- The proposed overpass locations are at ~~FM 1016 (Conway Avenue)/Union Pacific Railroad, FM 1016 (Military Highway), Union Pacific Railroad south of FM 1016, FM 494 west of the Anzalduas General Services Administration (GSA) Facility, Anzalduas International Bridge,~~ FM 494 (Shary Road), SH 115 (23rd Street), SH 336 (10th Street), FM 2061 (Jackson Road), SH 281 (Cage Boulevard), "I" Road, and FM 3072 (Dicker Road). ~~An u~~Underpasses ~~is~~ are proposed at McColl Road and Anaya Road.
- Water crossings (bridge structure or culvert) are proposed at the Main Floodway Channel Crossing and the irrigation canal located 0.6 mile east of SH 336 (10th Street).
- The modifications to SH 365/TCC ~~is~~ will be included ~~identified~~ in the Hidalgo County Metropolitan Planning Organization (HCMPO) Regional Transportation Plan.
- The Consultant will evaluate one Build Alternative as a tolled facility only for the SH 365/TCC EA.

Additionally, this scope of services and fee proposal only covers work (analysis, investigations, and documentation) to be conducted on those properties where right-of-entry (ROE) ~~was~~ is granted ~~as indicated in Attachment E (July 23, 2010 Memorandum). Data collection and field surveys for those accessible properties within the existing ROW will begin upon notice to proceed. Any work requested on properties not included in the list of accessible (Attachment E) would require a supplemental agreement.~~ It is assumed that no field work is required for the eastern (north-south) section of the modified SH 365/TCC alignment; all information for this section will be obtained from IBTC EA. All scope items from the original scope of work remains in effect except as indicated in track changes herein.

1.0 PROJECT MANAGEMENT AND ADMINISTRATION

The Consultant will be responsible for the oversight of all the activities required to complete the scope of services outlined herein. Frequent and appropriate communications will be maintained between the Consultant and Client in an effort to expedite completion of the project. The following items are included in the management tasks:

- Attendance at ~~12~~ up to eight Hidalgo County Regional Mobility Authority (HCRMA) Board Meetings
- Coordinate the daily activities of the environmental studies;
- Coordinate and prepare action items for weekly conference calls with Client ~~and SH 365/TCC Engineer~~;
- Coordinate and prepare action items for monthly conference calls with the Texas Department of Transportation (TxDOT) Pharr District;
- Prepare a work plan and detailed schedule for SH 365/TCC indicating tasks, critical dates, and deliverables;
- Prepare presentation and attend ~~three~~ two project workshops;
- Provide monthly status reports to Client in conjunction with monthly invoices;
- Manage invoices and organize and manage project billings and filings; and
- Provide quality assurance/quality control throughout the duration of the project.

The Consultant shall compile and maintain a Technical Data File for the project as it proceeds. The Consultant shall develop a filing system for compilation of the Technical Data File and shall continually populate the files as the project progresses. The files shall include all information cited or referenced in the environmental document, including:

- All technical reports, including copies of any documents referenced in these reports;
- Analytical calculations and analysis;
- Environmental assessment, including copies of any documents referenced in the EA;
- Data files of any GIS data referenced in the above listed documents;

- Project aerial photography and mapping resources;
- Documentation (advertisements, photographs, handouts, sign-in sheets, mailing lists, media releases) from public meetings and hearing, comments and disposition of comments including any summary and analysis reports;
- Documentation of agency coordination or other stakeholder involvement; and
- All project historical/background reports, data, documentation of meetings, etc.

The files shall be available to Client, TxDOT, and/or Federal Highway Administration (FHWA) to review at anytime during the project. Upon project completion, the Consultant will submit one master of the Technical Data File, including an index to Client.

Deliverables:

- Action items for weekly conference calls with Client ~~and SH 365/TCC Engineer~~
- Action items for monthly conference calls with TxDOT Pharr District
- Project work plan
- Detailed project schedule
- Workshop presentations
- Monthly invoices and progress report
- Technical Data File

Assumptions:

- One Consultant staff will attend ~~a total of 12~~up to 8 HCRMA Board Meetings.
- One Consultant staff will attend three workshop presentations

2.0 AGENCY COORDINATION & PUBLIC INVOLVEMENT

Agency Coordination. The Consultant will coordinate with ~~local, state, and federal agencies and organizations~~TxDOT Pharr District~~, as required,~~ regarding project compliance with applicable environmental regulations. Correspondence will be documented as part of the project file and included as an appendix in the EA document.

~~**MPO Coordination.** The Consultant will assist Client in verifying that the project information in the current Hidalgo County MPO, Metropolitan Transportation Plan (MTP) is correct for SH 365/TCC. Project information verified will include general alignment, project cost, letting date and tolling/funding status. Should the MTP contain incorrect information, the Consultant will assist Client with the MPO coordination to amend the MTP with the correct information prior to submittal of the EA document to TxDOT Environmental Affairs Division (ENV).~~

Public Involvement

Consultant will ~~update~~ provide Client with the mailing list used in distributing notices for previous public meetings held within the SH 365/TCC corridor. All persons who have attended the corridor public meetings, representatives of community forums, and interested individuals will be included in the list. ~~The mailing list database will be maintained as follows: 1) general public 2) adjacent property owners 3) local government officials and staff 4) state and federal government officials and staff and, 5) media. The mailing list will be computerized with sorting and automated labeling capability, and will be updated as needed.~~

Public Meeting

The Consultant will assist the Client in conducting a public meeting to notify stakeholders of the proposed change in alignment. The Consultant will provide staff to attend one public meeting for SH 365/TCC. The Client will create and provide engineering and general exhibits for the Public Hearing. Consultant will coordinate with Client to review the exhibits two weeks prior to the Public Hearing. The Client will be responsible for printing and delivering all exhibits to be presented. Consultant effort will include:

- Providing staff (4) to attend the Public Hearing
- Reviewing the Public Meeting Summary Report

The Client will cover costs such as facility rental, postage for the Public Meeting invitations, as well as public meeting notices (two in English and two in Spanish), and transcription and translation services for the SH 365/TCC.

Deliverables:

- QC Review of Public Meeting Summary Report

Public Hearing

After approval of the SH 365/TCC EA, the Consultant, as required by TxDOT and FHWA, will assist the Client in conducting a Public Hearing. The Consultant will ~~coordinate, schedule, organize, advertise, and~~ attend the public hearing for SH 365/TCC. ~~SH 365/TCC Engineer~~The Client will~~would~~ create and provide the engineering level, including, but not limited to schematics and typical sections as well as the exhibits for the Public Hearing. Consultant will coordinate with the ~~SH 365/TCC Engineer~~Client to review the engineering exhibits two weeks prior to the Public Hearing. ~~SH 365/TCC Engineers~~The Client will~~would~~ be responsible for printing and delivering all engineering exhibits to be presented.

This effort will include:

- ~~Securing the site of the project hearing.~~

- ~~Set up and conducting coordination conference calls for the Public Hearing.~~
- ~~Preparing and mailing hearing notices to property owners.~~
- ~~Preparing public hearing notices (30 and 10 day), sign in sheets, agendas, and project specific information. The notices will be in both English and Spanish.~~
- ~~Preparing up to five exhibits for the public hearing (not to include engineering exhibits).~~
- ~~Securing transcription and translation services for~~Providing staff (4) to attend the Public Hearing.
- ~~Preparing~~ Reviewing the Public Hearing Summary~~/Comment and Response~~ Report.

The ~~Consultant~~ Client will cover costs such as facility rental, postage for the Public Hearing invitations, as well as public hearing notices (two in English and two in Spanish), and transcription and translation services for the SH 365/TCC.

~~The Consultant will revise two versions of all Public Hearing materials submitted to the Client for review and comment.~~

Deliverables:

- ~~Public Hearing handouts~~
- ~~Up to five Public Hearing exhibits~~
- QC Review of Public Hearing Summary Report
- ~~Mailing List (one hard copy and electronic copy)~~

Assumptions:

- Public Meeting will be held to notify public of change in project alignment
- ~~SH 365/TCC Engineer~~Client will provide engineering exhibits.
- Consultant will review engineering exhibits two weeks prior to the Public Hearing.
- ~~SH 365/TCC Engineer~~Client will~~would~~ be responsible for printing and delivering engineering exhibits to be presented at the Public Hearing.
- A total of ~~six~~ four Consultant staff will ~~to~~ attend the SH 365/TCC ~~public~~ Public Meeting and ~~hearing~~Hearing.

3.0 RIGHT OF ENTRY

~~Remaining field surveys include archaeological shovel tests within the proposed Build Alternative ROW. Field investigations for accessible parcels identified in Attachment E within the Build will begin upon notice to proceed.~~

~~Consultant will map and provide Client with a list of currently inaccessible priority properties and explanation of why additional efforts to obtain ROE are necessary. Client will be responsible to obtain~~

~~ROE for priority inaccessible parcels. Any additional properties resulting from a change in project alignment requiring additional field investigations would be covered in a supplemental agreement.~~

~~**Deliverables:**~~

- ~~Map identifying priority parcels for access~~

Assumptions:

- Field investigations will be conducted for previously unsurveyed parcels ~~that granted ROE as of July 2010 (Attachment E)~~ and newly added parcels resulting from the alignment modification.
- Client will obtain ROE for those properties where access has not been granted ~~(Attachment E) will not be obtained~~ or has expired.
- ~~Services for obtaining ROE for currently inaccessible properties are not included in this scope of services.~~
- Client will obtain ~~Any~~ the additional ROE resulting from ~~a~~the change in project alignment ~~will be obtained under a supplemental agreement~~.

4.0 ENVIRONMENTAL CLASSIFICATION

The Consultant will prepare a request for approval to classify the modified project ~~actions~~ as an Environmental Assessment. The Consultant will ~~respond to TxDOT Pharr District comments on~~revise the previously prepared draft Environmental Classification Letter for submittal to TxDOT ENV and FHWA for review. The Need and Purpose will be updated in consultation with the Client and the impacts will be revised based on the alignment modification.

Deliverable:

- Revised Draft Environmental Classification Letter

Assumption:

- Client will provide updated Need and Purpose for the modified alignment.
- Consultant will respond to one round of comments from Pharr District, TxDOT ENV, and FHWA.

5.0 ENVIRONMENTAL DOCUMENT

The Consultant will update the previously prepared draft~~an~~ EA for the modified SH 365/TCC ~~Build Alternative~~alignment identified ~~at the July 2010 Public Meeting~~in February 2012 (shown in the attached map). The EA will be prepared in accordance with 43 Texas Administrative Code, Chapter 2, Subchapter C, 23 Code of Federal Regulations Part 771, and in accordance with the Federal Highway Administration

(FHWA) Technical Advisory T6640.8A. The EA will define the project purpose, project need, goals and objectives of the project, and present the environmental analysis for those resources described below. All environmental documentation will be contained in the EA. Separate technical reports will not be prepared unless specified below. The Consultant will perform the following services in the preparation of the SH 365/TCC EA.

Introduction, Project Background and Description of Proposed Action

The Consultant will update the Introduction, Project Background and Description of Proposed Action chapters to include a description of actions resulting in the change in alignment.

Need and Purpose and Alternatives

The Consultant will ~~develop a~~ revise the Need and Purpose Chapter and Alternatives Chapter for the EA based on the modified alignment. It is assumed that one Build Alternative with a set alignment will be evaluated in the SH 365/TCC EA and that ROW files for the ~~set~~ modified alignment will be provided to the Consultant prior to initiating work on the SH 365/TCC. Client will provide updated Need and Purpose and supporting data/material for the modified alignment.

Environmental Consequences

For the modified alignment~~Build Alternative~~ being considered, the Consultant will discuss any social, economic, and environmental impacts whose significance is uncertain. The level of analysis will be sufficient to adequately identify the impacts and appropriate mitigation measures, address known and foreseeable public and agency concerns and describe why these impacts are considered insignificant. Identified impact areas which do not have a reasonable possibility for individual or cumulative significant environmental impacts will not be discussed. The following factors will be addressed for the modified Build Alternative where a potential for impact exists. ~~It is assumed that there will be no substantial change in the Preferred Build Alternative identified at the SH 365/TCC July 2010 Public Meeting~~.

Land Use: The Consultant will identify current development trends and the State and/or local government plans and policies on land use and growth in the area which will be impacted by the modified Build Alternative. The Consultant will assess the consistency of the modified Build Alternative with the comprehensive development and metropolitan transportation plans adopted for the area. This effort will entail coordination with State officials and will include an analysis of potential project impacts on land use and economics in the project area. Where appropriate the Consultant will address the potential economic effects to economic output, employment, the area's tax base. In addition, the Consultant will examine the proposed project's potential impacts upon adjacent and area businesses from traffic diversions during and after construction.

Social Impacts and Environmental Justice: As applicable, the Consultant will address potential changes to local neighborhoods or communities, effects on community cohesion relating to travel

patterns, access, and public safety, particularly as those changes may differentially affect various social groups and minorities for the modified alignment. The assessment will conform to FHWA guidance for compliance with Executive Order 12898, Environmental Justice and include applicable available 2010 U.S. Census data.

At-Risk Right of Way Acquisitions and Relocations: coordination with and data provided by the ~~SH 365/TCC Engineer~~Client and field reconnaissance, the Consultant will identify impacted businesses and residences within the study area (estimate number, description, type of occupancy, and size of acquired property and displaced residences and businesses) and estimate number and socioeconomic characteristics of households to be relocated (based on windshield survey only). Based on coordination with the Client and based on the information provided by the ~~SH 365/TCC Engineer~~Client, the Consultant will document all "at-risk" ROW purchased in accordance with FHWA guidance.

Noise (TNM, version 2.5): The Consultant will conduct a noise analysis that will evaluate potential noise receivers, establish the project area's existing noise level range through ambient noise field measurements, and predict future noise levels. Field measurements are required at representative noise receivers because the proposed project would be on new location and no existing traffic data is available. Field data collected in 2008 does not cover all of the current alignment or capture effects of recent developments; therefore, a site visit to collect additional field measurements is required~~as part of previous efforts will be used to complete this analysis~~. In accordance with TxDOT Guidelines for Analysis and Abatement of Highway Traffic Noise, the preferred roadway alignment for the build year and future 20-year design year will be computer simulated, and future noise levels will be modeled (predicted) at each of the representative receivers using the approved FHWA traffic noise model. Should future traffic noise impacts occur as a result of the ~~proposed~~ modified Build Alternative; the Consultant will evaluate appropriate mitigation alternatives and a noise barrier analysis will be conducted. The noise study will include all areas within the project's project limits and will be based upon the ultimate roadway design. If it is determined that noise abatement is feasible and reasonable, a noise workshop will be held during preparation of PS&E. If needed, this workshop will be performed under a supplemental agreement.

Air Quality: A carbon monoxide (CO) analysis would not be required for these projects because the forecasted design year traffic is anticipated to fall below the 140,000 average daily traffic (ADT) threshold. It is assumed that a qualitative Mobile Source Air Toxics (MSAT) analysis will be required for these projects in accordance to ENV/FHWA guidelines. The Consultant will document the determinations/analyses in the SH 365/TCC EA. If necessary, additional analysis will be performed under a supplemental agreement.

Geology, Soils and Prime/Unique Farmlands: The Consultant will characterize the geophysical environment of the project, including an understanding of the project area bedrock geology and subsurface strata, soils, terrain units, and surface processes, which may affect or be affected by the proposed project. The Consultant will coordinate with the Natural Resources Conservation Service in

order to identify the proposed project impacts to soils in the area that are considered to be prime or otherwise important farmlands.

Floodplains and Drainage Patterns: The consultant will identify floodplains as delineated by the Federal Emergency Management Agency (FEMA) or as defined through observation; and will identify surface drainage patterns. The Consultant will identify impacts to floodplains and surface drainage patterns from the construction of the modified Build Alternative.

Water Quality: The Consultant will document existing information characterizing the ambient conditions of streams and water bodies which are likely to be impacted and identify the potential impacts of the modified Build Alternative and proposed mitigation measures. The extent of required storm water pollution prevention planning will be documented.

Waters of the U.S.: The Consultant will summarize the findings/status of the jurisdictional waters and wetland delineation (discussed in Task 6.0) and discuss the appropriate (if any) USACE Section 404 permit and mitigation.

Ecological Resources: The Consultant will characterize the project area ecological resources, including vegetation and wildlife habitat characteristics. Per the Memorandum of Agreement between TxDOT and the Texas Parks and Wildlife Department (TPWD), habitat characterizations and impact descriptions for unusual vegetation and special habitat features will be conducted.

Threatened and Endangered Species: The Consultant will update the TPWD's Natural Diversity Database (NDD) system for any known, previously recorded federal and state protected species within the proposed project area. The Consultant will evaluate the proposed ROW for potential protected species habitat. This task will also identify whether consultation with the United States Fish and Wildlife Service (USFWS) and TPWD regarding proposed project construction or operational impacts to protected species or their habitat is required. Presence/absence surveys for threatened and endangered or any other species of concern will be conducted under a separate supplemental agreement. It is assumed that neither Section 7/10 Formal Consultation nor Biological Assessment for Threatened or Endangered species will be required with USFWS. No additional wildlife and habitat surveys beyond those previously conducted will be required. If required, the preparation of a Biological Assessment for Threatened or Endangered Species will be performed under a supplemental agreement.

Hazardous Materials: The Consultant will perform a database search for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process). Should it be determined that a Phase I or Phase II Site Assessment is required it will be done under a separate supplemental agreement. Field visits in 2008 did not cover all of the modified alignment. Therefore, an additional site visit will be conducted to confirm the findings of the hazardous materials database search, as well as identify any new concerns. ~~within the proposed ROW and areas adjacent were previously conducted and no additional field visits are anticipated.~~

Cultural Resources: The Consultant will summarize the findings/status of both the historic structure and archeological studies (discussed in Task 7.0).

Indirect and Cumulative Impacts: The Consultant will update the Indirect and Cumulative Impacts using the eight-step approach in accordance with the most recent TxDOT guidelines. An additional field investigation is proposed to conduct informal meetings with local Planners to discuss planned developments and the potential for induced development since only one entity responded to the August 2011 questionnaire.

Permits: The Consultant will identify and document the necessary environmental permits in the EA.

Section 4(f) Determination: The Consultant will identify potential Section 4(f) properties in a study area in accord with 49 USC 303. The properties identified will include all property types listed in 23 C.F.R. 771.135 (49 USC 303). The Consultant will use existing engineering data and, land use, archeological and historical studies to determine whether 4(f) properties may be present. It is assumed that all Section 4(f) impacts can be processed as de minimis.

Other Impacts: As outlined in FHWA Technical Advisory T6640.8A, the Consultant will include discussions in the EA for visual impacts, and construction impacts.

Exhibits: All exhibits will be updated to show the modified alignment.

Deliverables:

- Draft EA (2 copies each and electronic copy to Client and TxDOT Pharr District)
- Revised Draft EA (2 copies each and electronic copy to Client and TxDOT Pharr District); 7 copies to TxDOT ENV)
- Revised Draft EA (10 copies for FHWA review and comment)
- Final EA (10 bound copies to Client, TxDOT, and FHWA for concurrence)

Assumptions:

- Client will provide updated Need and Purpose for the modified alignment as well as supporting data/material for inclusion in the Draft EA.
- There are no threatened and endangered or any other species of concern that existing within the study area of the SH 365/TCC project.
- Presence/absence surveys for threatened and endangered or any other species of concern will not be necessary and if they are, these surveys would be conducted under a supplemental agreement.
- Neither Section 7/10 Formal Consultation nor Biological Assessment for Threatened or Endangered species will be required with USFWS.
- Any necessary Phase I or Phase II Site Assessments are not part of the Contract and will be done under a separate supplemental agreement.

- All 4(f) properties can be processed as de minimis.
- Client will provide regional toll analysis for inclusion in the Draft EA.
- Consultant will respond to one round of comments from TxDOT Pharr District, TxDOT ENV and FHWA. Consultant will submit electronic copies of EA revisions showing track changes and a response to comments memorandum for TxDOT Pharr District, TxDOT ENV and FHWA concurrence prior to printing hard copies.

6.0 SECTION 404 DELINEATION

Delineations for the SH 365/TCC project limits have already been conducted for properties where ROE was granted ~~as reported in Attachment E~~. Properties that were not granted ROE ~~as indicated in the 2010 ROE Memorandum~~ were delineated utilizing photo interpretation of aerial color infrared photography. Delineations will ~~not~~ be conducted for ~~any inaccessible~~ properties along the new ROW in the western limits of the modified alignment.

The field effort and approach for the delineation will follow the requirements of the USACE, Galveston District, as specified by their Compliance Section. Identification of potential wetlands will be based upon the routine determination methodology published in the *1987 Corps of Engineers Wetlands Delineation Manual* (1987 Manual) (Technical Report Y-87-1) as amended by the USACE memoranda dated August 23 and 27, 1991, and 6 March 1992, and Questions & Answers to the *1987 Manual* dated September 16, 1991, and October 7, 1991. This methodology includes documentation of the changes of both wetland and upland communities with representative data points.

The following parameters will be documented on the field data forms, as required by the USACE 1987 Manual.

Soils. Data point locations will be established utilizing data from Natural Resources Conservation Service (NRCS) soils reports and available aerial photography of the project area. Data points will be sampled with shovels, augers, and/or soil probes to a depth of up to 16 inches. Soils at each of the proposed data points will be examined and compared with NRCS descriptions and hue/value/chroma using the Munsell color chart. This information will be recorded on field data forms. Photographs will be taken of the areas around the representative data points.

Vegetation. As required, data points will be taken in both wetland and upland communities and at every vegetative community change. A data form will be prepared for each data point. Dominant vegetation in an area (indicative of the vegetative cover type) around the data point, as specified by the 1987 Manual, will be identified according to species. This information will be recorded on field data forms.

Hydrology. Field indicators of primary and secondary hydrology, as specified by the 1987 Manual, will be the focus of the determination of whether wetland hydrology is present. This information will be recorded on the data forms.

Surveying and Mapping of Wetland Boundaries. The USACE requires transects for areas of 5 acres or more. Because of the nature of linear projects, the centerline will be the only transect used for the project area. Following USACE, Galveston District, guidance for linear projects, the entire ROW will be reviewed. At this time, transect cutting should not be required to facilitate investigation of the ROW for wetlands. However, if better access becomes necessary for heavily vegetated areas, a supplemental agreement to this work authorization may be necessary to conduct this work. It is also assumed that field surveys will be conducted with the use of all-terrain vehicles. However, the Consultant will conduct field surveys by foot, if necessary. Data point locations, wetland boundaries, and ordinary high water mark (OHWM) limits of waters of the U.S. within the proposed project ROW will be digitally mapped in the field using a Trimble Pro XRS differentially corrected global positioning system (DGPS). It is assumed that wetlands boundaries will be located with GPS. Staking of data point locations, wetland boundaries and OHWMS will be performed during wetlands delineation for the purposes of USACE field verification.

Wetland Documentation. A revised Wetlands Report documenting the results of the wetland delineation for the modified alignment will be submitted to TxDOT ENV for concurrence. The report will include historical information (including U.S. Geological Survey [USGS] quad maps, aerial photography, and soil surveys) to document historic site conditions; USACE routine wetland delineation data forms; surveyed location of each data point and wetland areas on a recent color infrared aerial photograph; and acreage of all waters of United States, including wetlands. It is assumed that the Wetland Report will be a letter report format acceptable to USACE. Revisions of the report, based on TxDOT ENV comments will be performed. ~~It is anticipated that a pre-construction notification (PCN) to the USACE Galveston District as part of a Nationwide Permit (NWP) 14 – Linear Transportation Projects would be necessary for the SH 365/TCC project. Consultant would submit the PCN for the NWP 14 to USACE on behalf of the Client.~~

Deliverables:

Revised Wetland Reports and supporting documents will be prepared for the SH 365/TCC as follows:

- Draft report containing data forms and wetland/waters delineation and preliminary jurisdictional layouts (1 copy) for SH 365/TCC (1 copy)
- Final report containing data forms and wetland/waters delineation and preliminary jurisdictional layouts for SH 365/TCC (2 copies)
- ~~Preliminary Jurisdiction Form and supporting documentation, as required by USACE Galveston District, for SH 365/TCC Wetland/Water (boundary polygon shape files) (1 digital copy) for SH 365/TCC. USACE Jurisdictional Determination Wetland Forms would not be completed unless requested by the USACE.~~

Assumptions:

- ~~No a~~Additional field efforts will be necessary along the 2.2 miles of new ROW.

- ~~Any a~~Additional properties requiring field survey as a result of a change in the project alignment ~~would be~~is covered under ~~a~~ this supplemental agreement.
- ROE information ~~presented in the 2010 ROE Memorandum~~ and methods utilized to compile the ROE information were in accordance with TxDOT standards.
- The Consultant will respond to two rounds of comments on the Wetlands Report.
- ~~SH 365/TCC Engineer~~Client will prepare any permit design drawings required for the permit application/PCN, if necessary.
- ~~An Individual Permit (IP) is not required for SH 365/TCC.~~

7.0 CULTURAL RESOURCES

Consultant will conduct archeological background studies and non-archeological historic resources studies for use in preparing a discussion of cultural resources constraints and impacts in the SH 365/TCC EA. Some field surveys for archeological and historic resources have already been conducted along the former alignment for properties where ROE was granted ~~as reported in Attachment E~~. The current scope includes additional survey required by modifications to the ~~Any additional surveys required for changes in~~ project alignment ~~would be covered in a supplemental agreement~~.

Historic Resource Studies

The Consultant will perform nonarcheological historic resource studies to document and evaluate all recorded historic-age resources that may be affected by the project at sufficient levels to satisfy TxDOT requirements for determining the presence of historically significant properties in accordance with 36 CFR 60 and 13 TAC 26. Performance of historic studies will include completion of the reconnaissance-level survey, incorporation of the updated reconnaissance survey results with the completed intensive-level documentation ~~of select properties~~, and assembly of a documentation package regarding project impacts to the National Register of Historic Places (NRHP)-listed Hidalgo County Irrigation District #2 (HCID #2). It is assumed that TxDOT ENV historians will use this documentation package to complete Section 4(f) de minimis coordination for the historic property~~documentation (as described in Section 9.0) of two resources~~.

Reconnaissance Survey

- The Consultant will verify the Area of Potential Effect (APE) in consultation with TxDOT. The APE is assumed to be the same as previously established in a TxDOT-approved research design for ~~previous~~ earlier work efforts conducted within a portion of the SH 365/TCC ROW: 300 feet beyond the limits of the proposed ROW including property tracts extending into that area.

- The Consultant will conduct a literature review. This review will include prior survey reports, relevant ~~National Register of Historic Places (~~NRHP~~)~~ property nominations in the project vicinity, the Texas Historic Sites Atlas, Texas Historical Commission (THC) Survey Files, the NRHP, the list of State Archeological Landmarks (SALs), and the list of Registered Texas Historic Landmarks (RTHLs) to identify previously recorded historic properties within the project area and within a larger study area extending 1,300 feet beyond the existing/proposed ROW as required by current TxDOT Standards of Uniformity (SOU).
- The Consultant will prepare a second ~~n~~ addendum to the existing amended research design prepared for previous work efforts within portions of the SH 365/TCC ROW for TxDOT approval. The document will detail ~~detailing~~ project limit changes since the previously approved research ~~design~~design. It will also request concurrence that the previously approved survey and reporting methodologies are still applicable and that the completed intensive survey results can be incorporated into the reconnaissance survey report submittal. ~~for approval by TxDOT~~. The addendum will conform to TxDOT's current SOU for Non-Archeological Historic-Age Resource Research Designs and will be assembled using information obtained from previous investigations in the area. The document will provide a succinct summary of the literature review results, clear maps and descriptions of the project, as well as required identification, evaluation, and documentation tasks and associated production schedules. The Consultant will revise the document to reflect comments by the HCRMA and TxDOT.
- Upon approval of the research design, historians will conduct additional field survey of new ROW areas near the project's western terminus. Documentation of historic-age resources will conform to current TxDOT SOU.
- Using the results of the Consultant's prior field efforts in combination with updated information gathered during the additional survey ~~within a portion of the SH 365/TCC ROW~~, the Consultant will prepare a report ~~to~~ describinge the findings of the reconnaissance and intensive surveys ~~and make recommendations to TxDOT regarding intensive survey needs~~. The report will conform to TxDOT's SOU for Non-Archeological Historic-Age Resource Reconnaissance Survey Reports and Intensive Survey Reports and will have sufficient detail and clarity to provide TxDOT with a basis for making NRHP eligibility determinations. It will include the following information:
  - A brief overview of the project and the regulatory requirements for conducting the survey.
  - A brief background history of the study area presenting historic contexts relevant to the time periods associated with the historic-age resources in which to evaluate significance of the resources for NRHP eligibility. It is assumed that the context statement prepared during the previous survey efforts will serve to meet this requirement.
  - An inventory of all recorded resources provided in a table form that details their project ID numbers, locations, property type and subtype classifications, stylistic influences, construction dates, integrity issues, alterations, and NRHP eligibility and effect recommendations. Consultant will revise the existing inventory of resources created during the previous work efforts to reflect project limit changes and to include previously unrecorded resources.
  - Updated maps showing the location of each historic-age resource labeled with its appropriate project ID number, running as consecutively as possible from the top left-hand corner to the bottom right-hand corner of the map. Outbuildings and landscape features will be reported as

subsets of the main project ID number for a property~~, for example, a garage associated with Site No. 100 could be labeled Site No. 100a~~. The maps will clearly depict the ~~The~~ modified APE as well as ~~will be clearly indicated on the map. M~~major street names and other directional landmarks~~ will be clearly indicated on the map~~. Maps will be based on aerial photographs, and the previously assigned resource~~site~~ numbers will be updated to reflect changes to the project limits and the addition of additional resources~~ that were part of the previous work efforts~~.

- Photographs of each recorded historic-age resource. The photographs will adhere to the photography standards outlined in TxDOT's current SOU for reconnaissance surveys. It is assumed that the photographs taken during the previous work efforts are sufficient in number and quality to fulfill these requirements for the previously recorded resources. The report will include new photographs of resources within the modified APE.
- An assessment of the Section 106 effect of the proposed improvements at each NRHP-listed or -eligible resource location.
- An assessment of Section 4(f) evaluation and documentation (as described in Section 9.0) needs for historic (NRHP-listed or -eligible) properties affected by proposed ROW acquisition.
- Consultant will revise the report to address one round of comments by the HCRMA and one round of comments by TxDOT. TxDOT will be responsible for transmitting the report to the THC and transmitting THC comments to the Consultant.

Intensive Survey

During the previous work efforts, ~~Based on the results of the previous work efforts,~~ the Consultant conducted ~~assumes that~~ additional intensive level survey for one property for which they did not have permissible access. Based on coordination with TxDOT ENV historians, ~~may be required for four parcels that are currently inaccessible. Because permissible access to these parcels is not available, historians~~ the Consultant used ~~will have to rely on~~ alternative methods to document and assess potential historic resources on the~~se~~ property~~ies~~. The documentation conformed to ~~will be conducted under~~ TxDOT's revised SOU for Non-Archeological Historic-Age Resource Intensive Survey Reports; however, additional photographic documentation of individual resources on the subject parcel~~s~~ was ~~will~~ not ~~be~~ collected ~~unless permissible access to the properties is acquired~~. The intensive-level investigation~~s will~~ included archival efforts to identify and/or refute the existence of historic (NRHP-eligible) or additional historic-age (built prior to 1965) resources on the subject parcel~~s~~ without having physical access to the tract~~s~~.

As agreed upon during coordination with TxDOT ENV, the results of the intensive survey effort were combined with the reconnaissance survey results in a single report. It is assumed that these results will still be valid and that no additional intensive survey will be required based on modifications to the project limits. Historians will incorporate the existing intensive survey documentation and the updated reconnaissance survey results into a combined report for TxDOT review and approval.

~~Specifically, Consultant will conduct limited chain of title and property history research at the Hidalgo County Courthouse in an attempt to determine how the parcels were used over time and whether potentially significant historic resources may be present. Sources to be utilized will include deed, probate, and census records in coordination with updated historic map and aerial photograph analysis, to determine each parcel's current degree of integrity and historical significance (NRHP eligibility).~~

~~Besides photographic requirements, TxDOT's SOU for intensive-level surveys requires the following information:~~

1. ~~A methodological statement based on a research design appropriate to the identification and evaluation of nonarcheological historic-age resources specific to the survey area. The research design must be approved by ENV prior to fieldwork. The research design must provide a succinct summary of the literature review results, clear descriptions of identification, evaluation, and documentation tasks required and a description of potential areas of significance appropriate to the survey area.~~

2. ~~Maps based on aerial photographs of the study area detailing:~~

   a. ~~The APE, existing ROW, and proposed new ROW, with major street names and other directional landmarks clearly indicated on the map.~~

   b. ~~Locations for each historic property's resources labeled with appropriate ID numbers running as consecutively as possible from left to right. Site maps detailing the inter-relationship of resources such as outbuildings and landscape features associated with a property recommended NRHP eligible by the reconnaissance survey. Outbuildings and landscape features should be reported as subsets of the main ID number for the property, for example, a residence and associated garage could be labeled Resource Nos. 100a and 100b. The site map may label resources on an individual aerial or inset of an overall aerial.~~

3. ~~The results of the intensive survey, including the findings of the intensive survey and recommendations for NRHP eligibility of all resources. The survey report must have sufficient detail and clarity to provide ENV with a basis for obtaining State Historic Preservation Officer (SHPO) concurrence for determinations of NRHP eligibility without requiring submission of additional documentation. At a minimum, the survey report must include the following information:~~

   a. ~~An outline of the purpose and methodology of the project.~~

   b. ~~A background history of study area presenting historic contexts relevant to the time period associated with the historic-age resources in which to evaluate significance of resources for NRHP eligibility, and~~

   c. ~~Brief descriptions of property types developed from observations on patterns of settlement, development trends, resource distribution, and analysis of survey data~~

   d. ~~NRHP registration requirements with integrity analysis of resources in the study area~~

~~e. An inventory of resources with proposed determinations of NRHP eligibility for all resources, evaluated against NRHP criteria for significance and integrity in accordance with 36 CFR 60~~

~~f. Assessments of effects on historic properties as required in Section E with the appropriate NEPA or federal regulatory language~~

~~g. Detailed information on potential historic districts, including inventories, maps, photos, background history and justification of significance~~

~~h. Project area maps, survey forms, photographs, site plans~~

~~i. Appropriate graphics including historic photographs and illustrations, aerials and plat map that amplify the arguments presented for evaluation purposes~~

~~j. Appropriate archival and bibliographic references for historic properties, including oral histories, historical maps, deed or tax research, other archival research, title search, other detailed historic research directly related to the specific location of the site~~

~~k. If applicable, appropriate research related to results obtained through public involvement tasks~~

~~l. Report will explicitly evaluate each resource's NRHP eligibility, providing analysis appropriate to the recommended level of significance of the resource. For resources recommended as NRHP eligible and for those of marginal significance recommended as not NRHP eligible, the report must:~~

~~m. Justify significance within appropriate context and NRHP criteria~~

~~n. Discuss all seven aspects of integrity~~

~~4. Report must integrate intensive survey results with reconnaissance survey results into a single HRSR, including a revised inventory with finalized NRHP recommendations.~~

~~5. Report must characterize potential indirect, direct, and cumulative effects and provide appropriate supplemental visual documentation for all historic properties in accordance with 36 CFR 60, noting presence or absence of character defining features in proposed new ROW zones subject to Section 4(f) regulations. This visual documentation will only be provided if areas are accessible to project historians.~~

Deliverables:

The following historic resource deliverables will be prepared:

- Addendum to Reconnaissance/Intensive Survey Research Design (1 copy submitted to HCRMA/1 copy submitted to TxDOT ENV)

- Draft Combined Reconnaissance/Intensive Survey Report ~~with resource identification forms and preliminary assessments of National Register eligibility and Section 106/Section 4(f) (as discussed in Section 9.0) effects assessments~~ (2 copies submitted to HCRMA/2 copies submitted to TxDOT ENV)
- ~~Intensive Survey Research Design (1 copy submitted to HCRMA/1 copy submitted to TxDOT ENV)~~
- Final Survey Report including results of intensive survey efforts ~~and revised assessments of National Register eligibility and Section 106/Section 4(f) effects (as discussed in Section 9.0) assessments~~ (2 copies submitted to HCRMA/4 copies submitted to TxDOT ENV).

Assumptions:

- It is anticipated that TxDOT will require an addendum to the existing ~~new~~ Research Design for this project and that approval of this addendum ~~a Research Design~~ will be required prior to commencement of the additional field survey effort~~intensive-level survey~~.
- It is ~~also~~ anticipated that the results of the Consultant's previous field survey will be directly applicable to the current project in those areas included within the original SH 365/TCC ROW and that ~~no~~ additional field survey will only be required along portions of the alignment that have been modified since the original survey effort. If ~~design changes increase the APE or~~ the letting date is extended beyond 2015, requiring additional survey, those efforts will be conducted under a supplemental scope and budget.
- The area examined during this survey will be limited to an APE extending 300 feet beyond the proposed ROW.
- The client or project engineers will provide CAD or design files showing proposed and existing ROW and property boundaries as well as acreage calculations for new ROW and/or easements required throughout the project and at individual historic property locations (if applicable).
- Based on the results of the previous work efforts survey, the consultant assumes that no additional intensive-level documentation efforts will ~~may~~ be required. If additional properties requiring intensive-level survey are identified in previously un-surveyed areas, those services can be provided under a supplemental authorization ~~on no more than four properties, including the NRHP-listed HCID #2, the potentially eligible Weiske farmstead complex~~.
- ~~Historians assume that intensive-level documentation will not be required for the NRHP-listed HCID #2 and the potentially eligible Weiske farmstead complex. It is assumed that sufficient information was gathered during the reconnaissance survey efforts to facilitate eligibility and effect determinations for those two resources.~~
- ~~Consultant assumes that archival research for the intensive-level survey will be limited to chain-of-title research at the Hidalgo County courthouse and map and aerial photograph comparison. Historic aerial photograph research will be limited to those available at Austin repositories. This scope does not include preparation of an expanded historic context statement or a full historic landscape assessment. If required, those services can be provided under a supplemental authorization.~~

- ~~Assumes intensive-level research for the TCC and US 281 Overpass projects will be conducted during the same trip.~~

Archeological Studies

The Consultant will perform an archeological survey of the new portions and previously unsurveyed parcels ~~within~~ of the modified SH 365/TCC alignment~~which were granted ROE as indicated in the 2010 ROE Memorandum (Attachment E)~~. Some ~~of this~~ areas where access was previously granted ~~has~~have already been investigated during previous archeological surveys. Therefore, the following scope outlines the overall task and outstanding tasks needed to complete the archeological survey for those properties ~~where ROE was granted as indicated in the 2010 ROE Memorandum~~ as well as the additional 2.2 miles of ROW. To meet the compressed schedule requirements for this project, this scope assumes that TxDOT's standard for performing a separate impact evaluation study will not be performed for the SH 365/TCC project.

Using the results of previous work efforts which were outlined in the previous research design (conducted in portions of the SH 365/TCC ROW, the Consultant produced a research design which described the findings of the background studies, evaluated the potential for intact archeological deposits in the project area, provided recommendations about the proposed project's potential to affect eligible archeological sites, and made recommendations to TxDOT and the THC for archeological surveys of the project area. The research design provided sufficient detail and clarity to provide THC with a basis for making its recommendations. As the newly modified SH 365/TCC is predominantly contained within the area of the previous work effort, Consultant will provide an addendum letter to TxDOT ENV staff to provide to THC regarding the modified SH 365/TCC limits and any necessary modifications to methodology. The research design and subsequent addendum letter will include the following information:

- Relevant descriptive information about the proposed project.
- Description of relevant background information from site files, soil maps, planning documents, and geological maps.
- Description of the project area and previous impacts, landscape characteristics, or other variables affecting the integrity of known or unknown archeological sites in the project area.
- Description of all archeological sites found within the project area and, to the extent feasible, an evaluation of their eligibility for inclusion in the NRHP or for designation as SALs.
- Evaluation of the extent to which previous impacts, landscape characteristics, or other variables affect the possibility of finding intact archeological deposits within the project area.
- The locations and methods where archeological survey is needed.

The previous~~ly~~ work efforts within the SH 365/TCC ROW were performed under the Texas Antiquities Permit (# 5124) issued by THC and signed by a professional archeologist (Title 13, Part 2, Chapter 26, TAC) and a representative of the project sponsor. The remaining portions of the SH 365/TCC ROW, not surveyed under previous work efforts, will be surveyed under the previous Texas Antiquities Permit. The

newly added ROW between Stewart Road and 33rd Street will also require survey under a Texas Antiquities Permit. Assuming TXDOT and THC will allow amendment of TAC Permit #5124 to include this new ROW, Consultant will prepare the amended research design and submit said document to TXDOT for approval prior to formal amendment of the permit via submission to THC. Consultant will perform surveys, reporting, and documentation to satisfy TxDOT and THC requirements for determining whether archeological sites are present in the project areas, and whether test excavations or a higher level of archeological work is needed for SH 365/TCC. Generally, those requirements are understood to include the following for the project area:

- The approved research designs will include geo-archeological evaluation of the areas of concern within the project area.
- Shovel tests, mechanically excavated trenches, and other subsurface excavations will be sufficient in number and depth to assure satisfaction of THC requirements.
- All trenches excavated for site prospection will be documented in sufficient detail to assure satisfaction of THC information needs.
- The draft final and final reports will fulfill the reporting requirements for the Texas Antiquities Permit. Upon consultation with TxDOT and THC (Atkins' July 18, 2011 Letter to the HCRMA re TAC Permits Issues), THC recommended the preparation of one comprehensive report of findings for all surveys conducted for all HCRMA TAC permits which include Section A (redefined and modified as SH 365/TCC) and Section C of the former HCRMA Hidalgo Loop as well as the proposed IBTC and US 281/IBTC Overpass projects. Under direction of the HCRMA (February 13, 2011 phone conversation), Consultant will prepare a report of findings for SH 365/TCC under TAC Permit #5124 and TAC Permits #5125 and #5683. Reports will have sufficient detail and clarity to provide THC with a basis for making its recommendations without requiring submission of additional documentation. Reports will conform with the standards in the Secretary of the Interior's Standards and Guidelines: Archaeology and Historic Preservation and the Rules of Practice and Procedure (Title 13 Texas Administrative Code [TAC] Chapter 26) for the Antiquities Code of Texas (Title 9, Chapter 191, Texas Natural Resource Code). The draft final and final reports will include:
  - An abstract, introduction, table of contents, bibliography, and a glossary of technical terms.
  - The title page of the draft final report and final report will be an appropriate inscription indicating the source of funds used to conduct the work, the name of the P.I., the Antiquities Permit number, the author(s) names, and the month and year of publication.
  - Relevant descriptive information about the proposed Transportation Activity.
  - Description of the project areas and previous impacts, landscape characteristics, or other variables affecting the integrity of known or unknown archeological sites in the project area.
  - Each project area map on a section of the relevant 7.5-minute USGS quadrangle(s). The project area maps will accurately depict the area of the proposed Transportation Activity; the locations of relevant impacts, landscape conditions, and other variables affecting potential site integrity; the locations of shovel tests and other excavations; and the locations of

archeological sites (if any) in or adjacent to the project area. Maps and figures will be suitable for clear reproduction.

- Description of relevant background information from the Texas Archeological Research Laboratory (TARL) and THC site files, soil maps, and geological maps.
- Description of work performed during the field inspection and results achieved.
- Description of all archeological sites found within each project area and, to the extent feasible, an evaluation of their eligibility for inclusion in the NRHP or for designation as SALs.
- Evaluation of the extent to which previous impacts, landscape characteristics, or other variables affect the possibility of finding intact archeological deposits within the project area.
- Recommendations concerning the need (if any) for further archeological work. If further work is recommended, the report will provide a justification for the additional work, will indicate the locations where additional work is needed, and will identify the level of effort needed for additional work. All additional work as described in this bullet would be included in a supplemental agreement.

Archeological Survey

To facilitate the compressed schedule requirements for the TCC project, the Consultant will stage THC concurrence through TxDOT ENV in correlation with available access to complete required fieldwork. The staged concurrence will assist the Client with phasing of construction. If needed, this task may require additional coordination with TxDOT-ENV and THC. ~~Two~~ One project meeting~~s for the project~~ with TxDOT-ENV or THC are included in additional coordination efforts, as well as on-going phone and email coordination.

Deliverables:

- Research Design for previous work efforts for which ~~antiquities~~ TAC ~~permit~~ Permit #5124 was granted and an addendum letter outlining new project limits and methodology.
- Draft Survey Report for SH 365/TCC which will include findings for surveys under TAC Permits #5125 and #5683 (see above).
- Revised Draft Survey Report for SH 365/TCC and TAC Permits #5125 and #5683.
- Final Survey Report for SH 365/TCC and TAC Permits #5125 and #5683.
- Curatorial Records and Photos (1 set of original records and photos submitted to TARL).

Assumptions:

- The survey will be limited to a 300-foot-wide ROW corridor/400-foot-wide at identified intersections ~~for both projects~~.
- No artifacts (diagnostic or not) will be collected, but records and photos will be curated as necessary.
- Field survey will be done in 2 trips total

- Assumes no archaeological sites will require National Register Eligibility Testing. Those services will be provided, if required by TxDOT and the THC, under supplemental scope and budget authorization.
- In accordance with the Programmatic Agreement on Section 106 (historic properties) with FHWA, TxDOT, and the Texas SHPO and the Advisory Council on Historic Preservation. The Consultant will submit four copies of the draft survey report to TxDOT for review. After initial review, TxDOT will transmit comments to the consultant. The consultant will address comments before resubmitting the revised draft survey to TxDOT who will then submit the survey reports to the THC for review and comment if requested by the THC. TxDOT will transmit THC comments to Consultant. The Consultant will address the comments by TxDOT and THC in a final draft report. The consultant will then submit 25 copies of the final survey report to TxDOT. TxDOT will submit 20 copies to THC to fulfill Consultant's obligations under the Antiquities Permit. All photographs, copies of field notes, artifacts (if any), site forms (if any), and other supporting documentation will be packaged with the final report when submitted for curation. Final survey reports will be reproduced on archival quality paper. One printed copy of each site form will be submitted on archival quality paper.
- The consultant will fully record all archeological sites (if present) in the project area and, to the extent feasible within the scope of a survey, describe the sites' areal extent, depth, artifactual content, and potential for eligibility for listing on the NRHP or as a SAL. The consultant will submit the site form(s) and obtain site number(s) from the TARL.
- In the event sites are found during survey, the consultant will prepare all records, and photographs for curation at TARL. Materials will be prepared in accord with the requirements of that institution and the Texas Antiquities Permit. These materials will be submitted to TxDOT and/or THC with the final reports.
- TxDOT's standard for performing a separate impact evaluation study will allow the results of previous studies conducted on portions within the existing SH 365/TCC ROW.
- The portion of the SH 365/TCC ROW, not surveyed under previous work efforts, will be surveyed under the previous ~~Texas Antiquities~~TAC Permit as well as the newly added ROW.

8.0 IBWC LICENSE

~~The proposed SH 365/TCC Build Alternative crosses the International Boundaries and Water Commission (IBWC) floodway thereby requiring a construction permit/license. The Consultant will coordinate with the SH 365/TCC Engineer to prepare and submit the required documentation to obtain an IBWC construction permit/license. It is assumed that the SH 365/TCC Engineer will provide the hydraulic analysis required for the permit/license.~~ Services to be done by the Client.

9.0 SECTION 4(F) DE MINIMIS

The consultant anticipates that Section 4(f) de minimis documentation will be required for 1~~2~~ property~~ies~~: the NRHP-listed ~~Hidalgo County Irrigation District #2 (~~HCID #2~~) and the potentially eligible Weiske farmstead complex~~. The consultant assumes that the ~~will prepare~~ 4(f) de minimis report~~s~~ for ~~both~~ the

property will be prepared by TxDOT ENV historians according to an existing template used for projects that may potentially affect the irrigation district and that the consultant's responsibility will be limited to documentation of potential project impacts to contributing components of the property. ~~ies according to TxDOT's SOU for Non-Archeological Historic Properties Section 4(f) De Minimis Reports in FHWA Projects.~~ These documentation package ~~reports~~ will include the following:

- ~~An Introduction with the Project Description, Project Need and Purpose,~~ ROW requirements with acreage of land to be used compared to overall size of the property~~(ies). APE, Description of Section 4(f) property(ies), and Statement of historical significance and eligibility of the property(ies) to the NRHP based on established criteria and aspects of integrity.~~
- Engineering design details at the locations of contributing components.
- Documentation of De Minimis Impact Criteria with the assessment of impact and sufficient documentation to demonstrate that impacts to the Section 4(f) resource(s) are de minimis and the effects will not be adverse under Section 106.
- ~~A Conclusion with a brief summary of justification for and any benefits from the recommended de minimis finding.~~
- Mapping of the location of contributing elements based on aerial photographs ~~or if aerials are not available than a map based on a USGS 7.5 minute quadrangle or equivalent~~.
- ~~A bibliography for the information provided for establishing a historic context for determining significance.~~
- ~~Definition of the APE, referring to project plans and/or to proposed direct impacts for this class of project~~
- ~~Methodology that describes the APE, the study limits of the survey area, and the historic period of significance.~~
- Photographs of the resources conforming to current SOU standards
- Design schematics showing existing and proposed conditions and existing and proposed typical section drawings.
- ~~Assessment of level of impact (low/minimal vs. high/extensive) with documentation appropriate to that level. If high or extensive, the report must document the positive effects of measures taken to reduce impacts to a de minimis level.~~
- ~~Assessment of the level of documentation (Section 106 Consultation/FHWA Determination)~~
- ~~A summary of justification for and any benefits from the recommended de minimis finding~~

Deliverables:

- Section 4(f) de minimis documentation package ~~s~~ for HCID#2 ~~and the Weiske farmstead complex~~ (2 copies submitted to HCRMA/2 copies submitted to TxDOT ENV)

Assumptions:

- ~~Historians assume that TxDOT and the THC will concur regarding the NRHP eligibility of the Weiske farmstead complex and determine that project related activities will not constitute an adverse effect to that resource or to the NRHP listed HCID# 2. In response, Consultant would prepare Section 4(f) de minimis documentation addressing impacts related to acquisition of new ROW from the resources. PBS&J assumes that a de minimis Section 4(f) evaluation would be prepared to disclose and document the alternatives considered and the final decisions made for constructing the project.~~ It is assumed that the project will not require an individual Section 4(f) evaluation. If affects ~~at~~ to the irrigation district ~~these locations~~ are determined to be adverse and a full Section 4(f) evaluation is required, those services will be conducted under a supplemental scope and budget.
- ~~Based on the results of the previous field efforts survey, t~~The consultant assumes that no other resources within the APE will require intensive survey services or Section 4(f) analysis.
- Client will provide data needed to compile ~~lete~~ the 4(f) de minimis documentation ~~package~~ as requested by TxDOT ENV staff ~~assessments~~ including but not limited to ROW requirements with acreage of land to be used compared to overall size of the property~~ies~~ and design schematics showing existing and proposed conditions and existing and proposed typical section drawings.

Hidalgo County RMA
SH 365/Trade Corridor Connector
Environmental Services Contract

Attachment J-2
Supplemental 01 Fee Proposal

Contracts	Description	Date of Signed Contractual Agreement	Contractual Agreement Amount	Contractual Agreement Balance
Original Contract	SH 365/TCC	March 29, 2011	$389,436	$271,241
	US 281/IBTC Overpass	March 29, 2011	$129,697	$82,097
			$519,133	**$353,338**
Supplemental Agreement 01	SH 365/TCC Modified Alignment (February 2012)		$29,534	$300,775
	US 281/IBTC Overpass		$0.00	
			$548,667	

Hidalgo County RMA
SH 365/Trade Corridor Connector
Environmental Services Contract
Supplemental 01

COMBINED FEE PROPOSAL

	SH 365/TCC Environmental Services	Task Totals	Budget Remaining	Supplemental 01
1.0	PROJECT MANAGEMENT AND ADMINISTRATION	$56,632	$55,298.00	$1,333.62
2.0	AGENCY COORDINATION & PUBLIC INVOLVEMENT	$19,974	$24,813.00	-$4,838.70
3.0	RIGHT-OF-ENTRY (ROE)	$0.00	$0.00	$0.00
4.0	ENVIRONMENTAL CLASSIFICATION	$6,513	$58.00	$6,454.64
5.0	ENVIRONMENTAL DOCUMENT	$73,272	$34,636.00	$38,635.93
6.0	SECTION 404 DELINEATION	$15,048	$16,537.00	-$1,488.59
7.0	CULTURAL RESOURCES	$60,709	$48,786.00	$11,922.86
8.0	IBWC LICENSE	$0	$9,387.00	-$9,387.00
9.0	SECTION 4(f) EVALUATION	$4,190	$15,641.00	-$11,450.87
10.0	ARCHAEOLOGICAL SURVEY REPORT	$21,187	$0.00	$21,186.90
	DIRECT EXPENSES	$43,250	$66,085.00	-$22,834.64
	Total	**$300,775**	$271,241.00	$29,534.00

Hidalgo County RMA
SH 365/Trade Corridor Connector
Environmental Services Contract
Supplemental 01

FEE PROPOSAL

SH 365/TCC Environmental Services		ATKINS	CMEC	TOTAL
1.0	PROJECT MANAGEMENT AND ADMINISTRATION	$55,284	$1,348	$56,632
2.0	AGENCY COORDINATION & PUBLIC INVOLVEMENT	$15,123	$4,851	$19,974
3.0	RIGHT-OF-ENTRY (ROE)	$0	$0	$0
4.0	ENVIRONMENTAL CLASSIFICATION	$6,513	$0	$6,513
5.0	ENVIRONMENTAL DOCUMENT	$63,033	$10,239	$73,272
6.0	SECTION 404 DELINEATION	$15,048	$0	$15,048
7.0	CULTURAL RESOURCES	$60,709	$0	$60,709
8.0	IBWC CONSTRUCTION PERMIT/LICENSE	$0	$0	$0
9.0	SECTION 4(f) EVALUATION	$4,190	$0	$4,190
10.0	ARCHAEOLOGICAL SURVEY REPORT	$21,187	$0	$21,187
	DIRECT EXPENSES	$39,157	$4,093	$43,250
	TOTAL	**$280,245**	**$20,530**	**$300,775**

ATKINS

Hidalgo County RMA
SH 365/Trade Corridor Connector
Environmental Services Contract
Supplemental 01

TOTAL HOURS

SH 365/TCC Environmental Services		ATKINS	CMEC	TOTAL
1.0	PROJECT MANAGEMENT AND ADMINISTRATION	332	10	342
2.0	AGENCY COORDINATION & PUBLIC INVOLVEMENT	100	48	148
3.0	RIGHT-OF-ENTRY (ROE)	0	0	0
4.0	ENVIRONMENTAL CLASSIFICATION	48	0	48
5.0	ENVIRONMENTAL DOCUMENT	560	108	668
6.0	SECTION 404 DELINEATION	136	0	136
7.0	CULTURAL RESOURCES	696	0	696
8.0	IBWC CONSTRUCTION PERMIT/LICENSE	0	0	0
9.0	SECTION 4(f) EVALUATION	38	0	38
10.0	ARCHAEOLOGICAL SURVEY REPORT	206	0	206
	TOTAL	**1,910**	**166**	**2,076**

Hidalgo County Regional Mobility Authority (HCRMA)
SH 365/Trade Corridor Connector Environmental Services
Division of Responsiblities

TASK	TASK DESCRIPTION	ASSUMPTIONS/STATUS	ATKINS ROLE	CMEC ROLE
1.0	**PROJECT MANAGEMENT AND ADMINISTRATION**			
	Project Kick-off Meeting		N/A	N/A
	Project Management Plan	Update	Lead	
	Develop & Maintain Project Schedule	Create schedule during PMP update in collaboration with HCRMA GEC and TxDOT	Lead	
	Weekly Calls/General Purpose Meetings with HCRMA	Assume 2 hours each week	Lead	
	Weekly Coordination with Design Engineer	Assume 2 hours each week	Lead	Support
	Monthly Project Administration (Invoicing, Progress Reports, etc.)	Assume 2 hours each month	Lead	
Change	Monthly HCRMA Meetings	Assumes 1 meeting per month (total of 8 meetings)	Lead	
Change	Project Workshops/Briefing	Assume preparation for 2 workshops	Lead	
	Organize and Maintain Technical Data File		Lead	
	QA/QC		Lead	
2.0	**AGENCY COORDINATION & PUBLIC INVOLVEMENT**	**Additional Services**		
	Agency Coordination & Public Iinvolvement			
Change	TxDOT Pharr District Coordination	Project coordination	Lead	
	MPO Coordination to Update MTP		Lead	
	Public Involvement Plan & Outreach			
	Develop PIP		Lead	Support
	Stakeholder Meetings		Lead	Support
NEW	**Public Meeting**	Assist GEC to conduct meeting notifying public of project limit changes		
	Secure meeting site and complete other meeting logistics		N/A	N/A
	Create Mailing List		N/A	N/A
	Prepare and Publish Meeting Notice in local publications (30-day and 10-day)		N/A	N/A
	Mail Notice		N/A	N/A
NEW	Prepare Public Meeting Exhibits	GEC will lead; Atkins to review	Support	N/A
NEW	Attend Public Meeting	Provide 4 staff to attend (2 Atkins & 2 CMEC)	Support	Support
NEW	Prepare Public Meeting Summary Report	GEC will lead; Atkins to review	Support	N/A
	Public Hearing			
Change	Secure Public Hearing site and complete other logistics	GEC will lead; labor and expenses removed	N/A	N/A
Change	Create Mailing List	GEC will lead; labor and expenses removed	N/A	N/A
Change	Prepare and Publish Public Hearing Notice in local publications (30-day & 10-day)	GEC will lead; labor and expenses removed	N/A	N/A
Change	Mail Notice	GEC will lead; labor and expenses removed	N/A	N/A
Change	Prepare Presentation	GEC will lead; Atkins to review	N/A	N/A
Change	Prepare Public Hearing Exhibits	GEC will lead; Atkins to review	N/A	N/A
	Attend Public Hearing	Provide 4 staff to attend (2 Atkins & 2 CMEC)	Support	Support
Change	Prepare Public Hearing Summary Report	GEC will lead; Atkins to review	Support	N/A
3.0	**RIGHT-OF-ENTRY (ROE)**			
Change	Identify/map outstanding priority parcels	Services removed; being handled by GEC	N/A	
Change	ROE Coordination	Services removed	N/A	
4.0	**ENVIRONMENTAL CLASSIFICATION**	**Additional services**		
Change	Draft classification letter	Revise classification letter with per limits, N&P coordination	Lead	
	Respond to District Comments		Lead	
	Respond to ENV Comments		Lead	
	Respond to FHWA Comments		Lead	
5.0	**ENVIRONMENTAL DOCUMENT**			
Change	**Draft EA**	New Impact calculations based on new limits (2.2 miles of new alignment, pull information from IBTC EA for north-south leg of eastern project terminus		
	Chapter 1: Introduction	Update	Lead	
	Chapter 2: Project Background	Update	Lead	
Change	Chapter 3: Need and Purpose	Redefine & update per new limits (To be provided by the GEC)	Lead	
	Chapter 4: Description of Proposed Action	Update per new limits	Lead	
	Chapter 5: Alternatives Analysis	Update in coordination with GEC	Lead	
	Chapter 6: Affected Environment & Environmental Consequences		Lead	
	ROW Displacements	Update per new alignment; to be provided by GEC	Lead	
Change	Socioeconomic Data	Update per new limits & requirements	Lead	
	Land Use	Update per new limits	Lead	
	Vegetation	Update per new limits	Lead	
	Beneficial Landscape Practices	Update per new limits	Lead	
	Invasive Species	Update per new limits	Lead	
	Geology, Topography, and Soils	Update per new limits	Lead	
Change	Farmland Protection Policy Act	Update per new limits; coordination with NRCS	Lead	
	Wildlife	Update per new limits	Lead	
	Migratory Bird Treaty Act	Update per new limits	Lead	
	Threatened and Endangered Species	Update per new limits	Lead	
	Parkland	Update per new limits	Lead	

TASK	TASK DESCRIPTION	ASSUMPTIONS/STATUS	ATKINS ROLE	CMEC ROLE
	Wetlands and Waters of the U.S.	Update per new limits	Lead	
	Permits	Update per new limits	Lead	
	Essential Fish Habitat	Update per new limits	Lead	
	Coastal Management Program	Update per new limits	Lead	
	Water Quality	Update per new limits	Lead	
	Floodplains	Update per new limits	Lead	
	Air Quality	Update based on September 2011 regulations	Lead	
Change	Noise	Update per new limits (new noise measurements)	Lead	
Change	Hazardous Materials	Update per new limits (new database search)	Lead	
	Historic Properties	Update per new limits	Lead	
	Archaeological Sites	Update per new limits	Lead	
	Airspace Clearance	Update per new limits	Lead	
	Construction Impacts	Update per new limits	Lead	
Change	Chapter 7: Indirect Impacts	Includes additional trip to obtain development info	N/A	Lead
Change	Chapter 8: Cumulative Impacts	Includes additional trip to obtain development info	N/A	Lead
	Chapter 9: Regional Toll Analysis	To be provided by GEC	N/A	
	Chapter 10: Conclusion	Update per new limits	Lead	
	Chapter 11: References	Update per new limits	Lead	
	Exhibits	Update with new limits; provide impact calculations	Lead	
	Appendices	Update	Lead	
	QA/QC (Draft #1)	Done by CMEC	Support	Lead
	QA/QC (Draft #2)	Done by CMEC	Support	Lead
	Draft EA Revisions	No change		
	Respond to District Comments		Lead	
	Respond to ENV Comments		Lead	
	Respond to FHWA Comments		Lead	
	EA Distribution/NOA	No change		
	Publish & Distribute Final Draft EA		Lead	
	Respond to comments		Lead	
	Finalize EA		Lead	
	Environmental Decision	No change		
	Draft Environmental Decision Document		Lead	
	Environmental Permits Issues & Commitments (EPIC)		Lead	
	Final Environmental Decision Document		Lead	
	Environmental Decision NOA	Expenses removed; GEC to bear advertising costs		
	Prepare Draft NOA		Lead	
	Finalize NOA		Lead	
	Publish NOA		Lead	
6.0	**SECTION 404 DELINEATION**			
	Wetlands/Waters of the US Report			
	Field surveys	Alignment change requires field work for new ROW	Lead	
	Mapping of Boundaries/Prepare data forms	Alignment change requires new mapping	Lead	
	Draft Wetlands Report	Revise report to include new survey and extended limits	Lead	
	Respond to District Comments		Lead	
	Respond to ENV Comments		Lead	
	Section 404 Permit			
Change	USACE Permit Application and Mitigation	Services removed; being handled by GEC	N/A	
Change	USACE Agency Coordination	Services removed; being handled by GEC	N/A	
Change	TCEQ Water Quality Certification	Services removed; being handled by GEC	N/A	
7.0	**CULTURAL RESOURCES**			
	Archaeological Resources			
	Background Study	Revise records review to include area of new road segment.	Lead	
	Research Design & Antiquities Permit	Revise Research Design for existing TAC Permit 5124	Lead	
	Fieldwork	Survey of current ROW; Assumes 2 trips	Lead	
	Lab Analysis and Curation	Survey will generate project materials that will need to be curated as required under TAC permit. Assumes no more than 2 sites. Includes project materials for all 3 TAC permits in conjunction with comprehensive report as defined in Task 10.0	Lead	
	Prepare draft report	Findings for TCC will be reported under Task 10.0.	Lead	
	Provide Information for Tribal Coordination		Lead	
	Historic Resources	Assumes letting date won't extend beyond 2015. If so, then additional survey would be required.		
	Preliminary Data Collection	Complete for previously surveyed areas. Update records review and conduct additional analysis for new ROW area.	Lead	
	Research Design Coordination and Approval with ENV	Draft and submit addendum for review.	Lead	
	Field Reconnaissance	Additional services for new portion of alignment only (assumes 2015 letting date)	Lead	
	Prepare Draft Reconnaissance Report	Draft report for original alignment complete; revise for project limit changes	Lead	
	Respond to ENV Comments		Lead	
	Respond to THC Comments		Lead	
	Intensive Survey Research Design	Complete for previously surveyed areas; assumes no additional intensive survey will be required.	Lead	
	Archival Research/Field Documentation for Intensive Survey	Complete for previously surveyed areas; assumes no additional intensive survey will be required.	Lead	

TASK	TASK DESCRIPTION	ASSUMPTIONS/STATUS	ATKINS ROLE	CMEC ROLE
	Prepare Integrated Reconnaissance and Intensive Survey Report	Draft for original alignment complete; assumes no additional intensive survey will be required. Existing results will be incorporated with updated reconnaissance survey results.	Lead	
	Respond to ENV Comments	Assumes activity will occur at same time as response to comments on reconnaissance survey report.	Lead	
	Respond to THC Comments	Assumes activity will occur at same time as response to comments on reconnaissance survey report.	Lead	
8.0	**IBWC CONSTRUCTION PERMIT/LICENSE**			
Change	Initiate Coordination with IBWC field office	Services removed; being handled by GEC	N/A	
Change	Permit application (project sponsor letter, proposed plans, and resource agencies letters of compliance)	Services removed; being handled by GEC	N/A	
Change	IBWC Permit Coordination	Services removed; being handled by GEC	N/A	
9.0	**SECTION 4(f) EVALUATION**			
Change	Avoidance Alternatives	Services removed; being handled by GEC	N/A	
Change	Prepare Draft De Mininis 4(f) Evaluation	Assumes task includes documentation of design details for the NRHP-listed Hidalgo County Irrigation District #2 and that de minimis document will be prepared by TxDOT ENV historians.	Lead	
	Respond to District Comments		Lead	
	Respond to ENV Comments		Lead	
	Respond to FHWA Comments		Lead	
10.0	**ARCHAEOLOGICAL SURVEY REPORT**	**To resolve TAC permit issues**		
NEW	**Prepare One Report (TAC Permits 5124, 5125 & 5683)**	Prepare findings of surveys for Section A, Section C, IBTC (3 TAC permits) as recommended by THC.	Lead	
NEW	Prepare draft report (for all TAC permits)	Write additional text for draft report, coordinate with report team	Lead	
NEW	Prepare draft report figures	Prepare figures for Section A, Section C, IBTC, and US 281-IBTC Overpass (3 TAC permits) showing project limit changes.	Lead	
NEW	Respond to ENV Comments		Lead	
NEW	Respond to THC Comments		Lead	

SH 365/TCC Environmental Services
Summary of Tasks and Labor Requirements Estimate

		PRIME CONSULTANT															
	Task	Principal	Env. Manager	Sr Planner	Planner II	Planner I	Sr. Scientist II	Sr. Scientist I	Scientist II	Scientist I	Science Technician	Sr. CADD	Sr. GIS Analyst	GIS Tech	Admin	Activity Hours	Activity Cost
	Contract Rate	$270.17	$188.49	$161.79	$125.66	$94.25	$150.79	$125.66	$105.55	$73.83	$61.42	$105.55	$108.85	$80.82	$73.83		
1.0	**PROJECT MANAGEMENT AND ADMINISTRATION**	20	64	212	4	32	0	0	0	0	0	0	0	0	0	332	$55,284.12
	Project Kick-off Meeting															0	$0.00
	Project Management Plan				4											4	$502.64
	Develop & Maintain Project Schedule	4		32												36	$6,257.87
	Weekly Calls/General Purpose Meetings with HCRMA			24												24	$3,882.89
	Weekly Coordination with Design Engineer			24												24	$3,882.89
	Monthly Project Administration (Invoicing, Progress Reports, etc.)	4	24													28	$5,604.44
	Monthly HCRMA Meetings	8	8	96												112	$19,200.85
	Project Workshops/Briefing		8	36		8										52	$8,086.22
	Organize and Maintain Technical Data File					24										24	$2,261.88
	QA/QC	4	24													28	$5,604.44
2.0	**AGENCY COORDINATION & PUBLIC INVOLVEMENT**	0	44	0	52	0	0	0	0	0	0	0	0	0	4	100	$15,123.18
	Agency Coordination																
	TxDOT Pharr District Coordination		4		20											24	$3,267.16
	MPO Coordination to Update MTP															0	$0.00
	Public Involvement Plan & Outreach																
	Develop PIP															0	$0.00
	Stakeholder Meetings															0	$0.00
	Public Meeting																
	Secure meeting site and complete other meeting logistics															0	$0.00
	Create Mailing List															0	$0.00
	Prepare and Publish Meeting Notice in local publications (30-day & 10-day)															0	$0.00
	Mail Notice															0	$0.00
	Prepare Public Meeting Exhibits		4													4	$753.96
	Attend Public Meeting		12		12										2	26	$3,917.45
	Prepare Public Meeting Summary Report		2		4											6	$879.62
	Public Hearing																
	Secure Public Hearing site and complete other logistics															0	$0.00
	Create Mailing List															0	$0.00
	Prepare and Publish Public Hearing Notice in local publications (30-day and 10-day)															0	$0.00
	Mail Notice															0	$0.00
	Prepare Presentation		4													4	$753.96
	Prepare Public Hearing Exhibits		4													4	$753.96
	Attend Public Hearing		12		12										2	26	$3,917.45
	Prepare Public Hearing Summary Report		2		4											6	$879.62
3.0	**RIGHT-OF-ENTRY (ROE)**	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00
	Identify/map outstanding priority parcels						0	0	0				0			0	$0.00
	ROE Coordination				0											0	$0.00
4.0	**ENVIRONMENTAL CLASSIFICATION**	2	6	0	22	0	2	2	0	0	0	0	14	0	0	48	$6,512.64
	Draft classification letter	2	4		8		2	2					8			26	$3,723.31
	Respond to District Comments		2		6								4			12	$1,566.35
	Respond to ENV Comments				4								2			6	$720.35
	Respond to FHWA Comments				4											4	$502.64
5.0	**ENVIRONMENTAL DOCUMENT**	0	16	16	123	92	8	90.5	94	12	0	6	38	18	50	559.5	$63,033.41
	Draft EA														4		
	Chapter 1: Introduction					0.5										0.5	$47.12
	Chapter 2: Project Background					0.5										0.5	$47.12
	Chapter 3: Need and Purpose		8		18											26	$3,769.80
	Chapter 4: Description of Proposed Action				2											2	$251.32
	Chapter 5: Alternatives Analysis				2											2	$251.32

SH 365/TCC Environmental Services
Summary of Tasks and Labor Requirements Estimate

		PRIME CONSULTANT															
	Task	Principal	Env. Manager	Sr Planner	Planner II	Planner I	Sr. Scientist II	Sr. Scientist I	Scientist II	Scientist I	Science Technician	Sr. CADD	Sr. GIS Analyst	GIS Tech	Admin	Activity Hours	Activity Cost
	Contract Rate	$270.17	$188.49	$161.79	$125.66	$94.25	$150.79	$125.66	$105.55	$73.83	$61.42	$105.55	$108.85	$80.82	$73.83		
	Chapter 6: Affected Environment & Environmental Consequences															0	$0.00
	ROW Displacements				2	4										6	$628.30
	Socioeconomic Data				8								4			12	$1,440.69
	Land Use				3								2			5	$594.69
	Vegetation							2					4			6	$686.73
	Beneficial Landscape Practices							1								1	$125.66
	Invasive Species							1								1	$125.66
	Geology, Topography, and Soils							3								3	$376.98
	Farmland Protection Policy Act								8				2			10	$1,062.14
	Wildlife						2									2	$301.58
	Migratory Bird Treaty Act							0.5								0.5	$62.83
	Threatened and Endangered Species						2									2	$301.58
	Parkland					2										2	$188.49
	Wetlands and Waters of the U.S.						4									4	$603.17
	Permits							1								1	$125.66
	Essential Fish Habitat							1								1	$125.66
	Coastal Management Program							1								1	$125.66
	Water Quality							2								2	$251.32
	Floodplains							2					2			4	$469.03
	Air Quality					4										4	$376.98
	Noise							24	42				4			70	$7,884.54
	Hazardous Materials				2			16	20				4			42	$4,808.38
	Historic Properties								6							6	$633.33
	Archaeological Sites								6							6	$633.33
	Airspace Clearance					1										1	$94.25
	Construction Impacts					1										1	$94.25
	Chapter 7: Indirect Impacts												1			1	$108.85
	Chapter 8: Cumulative Impacts												1			1	$108.85
	Chapter 9: Regional Toll Analysis					2							2			4	$406.20
	Chapter 10: Conclusion					1										1	$94.25
	Chapter 11: References														4	4	$295.30
	Exhibits				8								8			16	$1,876.10
	Appendices				4										2	6	$650.29
	QA/QC (Draft #1) done by CMEC														4	4	$295.30
	QA/QC (Draft #2) done by CMEC														4	4	$295.30
	Draft EA Revisions																
	Respond to District Comments			4	4	16		8					2			34	$3,880.69
	Respond to ENV Comments				16	16		16	8	4				4		64	$6,992.04
	Respond to FHWA Comments				8	8		8	4	4				4	4	40	$4,100.60
	EA Distribution/NOA																
	Publish & Distribute Final Draft EA		2	4		16									20	42	$4,008.55
	Respond to comments		2		16			4		4				6	4	36	$3,965.67
	Finalize EA			4		12									4	20	$2,073.39
	Environmental Decision																
	Draft Environmental Decision Document		2		16								2	4		24	$2,928.51
	Environmental Permits Issues & Commitments (EPIC)			2	2							6				10	$1,208.22
	Final Environmental Decision Document			2	6											8	$1,077.53
	Environmental Decision NOA																
	Prepare Draft NOA		2			4										6	$753.96
	Finalize NOA				2	4										6	$628.30
	Publish NOA				4											4	$502.64
6.0	**SECTION 404 DELINEATION**	**0**	**0**	**0**	**0**	**0**	**16**	**12**	**80**	**0**	**0**	**0**	**16**	**8**	**4**	**136**	**$15,048.41**

SH 365/TCC Environmental Services
Summary of Tasks and Labor Requirements Estimate

		PRIME CONSULTANT															
	Task	Principal	Env. Manager	Sr Planner	Planner II	Planner I	Sr. Scientist II	Sr. Scientist I	Scientist II	Scientist I	Science Technician	Sr. CADD	Sr. GIS Analyst	GIS Tech	Admin	Activity Hours	Activity Cost
	Contract Rate	$270.17	$188.49	$161.79	$125.66	$94.25	$150.79	$125.66	$105.55	$73.83	$61.42	$105.55	$108.85	$80.82	$73.83		
	Wetlands/Waters of the US Report																$0.00
	Field surveys						0		40							40	$4,222.18
	Mapping of Boundaries/Prepare data forms						6		8				8			22	$2,620.01
	Draft Wetlands Report						4		16				4		2	26	$2,875.10
	Respond to District Comments		0				4	8	8				2	4	2	28	$3,141.50
	Respond to ENV Comments		0				2	4	8				2	4		20	$2,189.63
	Section 404 Permit																
	USACE Permit Application and Mitigation			0				0	0				0	0		0	$0.00
	USACE Agency Coordination			0				0	0				0	0		0	$0.00
	TCEQ Water Quality Certification			0				0								0	$0.00
7.0	**CULTURAL RESOURCES**	**0**	**0**	**12**	**0**	**0**	**0**	**30**	**214**	**258**	**120**	**0**	**38**	**12**	**12**	**696**	**$60,708.86**
	Archaeological Resources			8												8	$1,294.30
	Background Study								8							8	$844.44
	Research Design & Antiquities Permit							16	36				2	4	4	62	$6,646.79
	Fieldwork							8	24	72	120					224	$16,223.96
	Lab Analysis and Curation								24	120						144	$11,392.34
	Provide Information for Tribal Coordination								4							4	$422.22
	Historic Resources			4												4	$647.15
	Preliminary Data Collection								4	4			4			12	$1,152.93
	Research Design Coordination and Approval with ENV							2	16				8			26	$2,811.01
	Field Reconnaissance								28	28						56	$5,022.63
	Prepare Draft Report							2	16	6			24			48	$4,995.61
	Respond to ENV Comments								4	4				2	2	12	$1,026.80
	Respond to THC Comments								2					2	2	6	$520.39
	Intensive Survey Research Design															0	$0.00
	Archival Research/Field Documentation for Intensive Survey															0	$0.00
	Prepare Integrated Reconnaissance and Intensive Survey Report							2	40	16						58	$5,654.70
	Respond to ENV Comments								4	4				2	2	12	$1,026.80
	Respond to THC Comments								4	4				2	2	12	$1,026.80
8.0	**IBWC LICENSE**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0.00**
	Initiate Coordination with IBWC field office			0											0	0	$0.00
	Permit application (project sponsor letter, proposed plans, and resource agencies letters of compliance)				0	0		0					0	0		0	$0.00
	IBWC Permit Coordination				0	0										0	$0.00
9.0	**SECTION 4(f) EVALUATION**	**0**	**0**	**2**	**0**	**0**	**0**	**2**	**26**	**0**	**0**	**0**	**8**	**0**	**0**	**38**	**$4,190.13**
	Avoidance Alternatives	0		0												0	$0.00
	Prepare Draft De Mininis 4(f) Evaluation			2				2	16				8			28	$3,134.59
	Respond to District Comments								4							4	$422.22
	Respond to ENV Comments								4							4	$422.22
	Respond to FHWA Comments								2							2	$211.11
10.0	**ARCHAEOLOGICAL SURVEY REPORT**	**0**	**0**	**0**	**0**	**0**	**4**	**8**	**132**	**14**	**0**	**16**	**16**	**0**	**16**	**206**	**$21,186.90**
	Prepare One Report (TAC Permits 5124, 5125 & 5683)															0	$0.00
	Prepare draft report (for all TAC permits)							8	112	6					16	142	$14,451.53
	Prepare draft report figures											16	16			32	$3,430.52
	Respond to ENV Comments						2		16	4						22	$2,285.76
	Respond to THC Comments						2		4	4						10	$1,019.10
	Totals	**22**	**130**	**242**	**201**	**124**	**30**	**144.5**	**546**	**284**	**120**	**22**	**130**	**38**	**86**	**2,116**	**$241,087.66**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012-10

AMENDING AND RESTATING THAT CERTAIN PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH L&G ENGINEERING TO MODIFY THE REVISED SH365 TRADE CORRIDOR CONNECTOR LIMITS AND SCOPE ADJUSTMENTS AND APPROVING WORK AUTHORIZATION NO. 1 FOR PRELIMINARY DESIGN SERVICES AND SUPPORT OF ENVIRONMENTAL DEVELOPMENT

THIS RESOLUTION is adopted this 2nd day of May, 2012 by the Board of Directors 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");

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

WHEREAS, the Texas Transportation Commission determined that the Authority would benefit the State by constructing needed roadway projects as identified by the County, including the approximately 104-mile Hidalgo County Loop System (the "Loop System"), the US 83 La Joya Relief Route, and a US 281 alternate route from north of Edinburg to the Pharr International Bridge;

WHEREAS, the Authority has begun work on an independent project under the Loop System, referenced as the Trade Corridor Connector;

WHEREAS, the Trade Corridor Connector is included in the Hidalgo County Metropolitan Planning Organization's Transportation Improvement Program, preliminary traffic and revenue estimates have been developed along with preliminary design work for the project, Hidalgo County Transportation Reinvestment Zone Number 2 was created to include the project, and, recently, the Commission awarded the Authority $70,000,000 in pass-through funding to develop the Trade Corridor Connector;

WHEREAS, to proceed with the project, the Board, on July 27, 2010, elected to issue a procurement for an engineering firm or firms to perform certain tasks, including developing plans, specifications, and estimates; on December 30, 2010 the Board scored and ranked the respondents to the procurement; on March 21, 2011, based on qualifications, the Board selected L&G Engineering (the "Consultant") to perform engineering work for the TCC Segment 1 (now SH365 TCC); and on April 13, 2011 the Board approved that certain Professional Engineering/Design Services Agreement (the "Agreement") with the Consultant;

WHEREAS, in order to reflect a change in scope based on the Board's overall planning, the Board now finds it to be in the best interest of the Authority to amend and restate the Agreement, in the form attached hereto as Exhibit A (Exhibit J to the Agreement outlines the specific changes incorporated); and

WHEREAS, in order to initiate work under the Agreement, the Board finds it to be in the best interest of the Authority to authorize Work Authorization No. 1 (attached hereto as Exhibit B) to perform preliminary engineering services including the development of schematics, drainage studies, and a preliminary utilities report;

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 the Amended and Restated Professional Engineering/ Design Services Agreement attached hereto as Exhibit A and Work Authorization No. 1 under said Agreement, attached as Exhibit B.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING on the 2nd day of May, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Joe Daniel Olivarez, Secretary/Treasurer

EXHIBIT B

WORK AUTHORIZATION NUMBER 1

ATTACHMENT F
WORK AUTHORIZATION No.1
To TCC Modified Contract

This work authorization is issued in accordance with the Professional Engineering Services Agreement, dated March 28, 2012, by and between the Hidalgo County Regional Mobility Authority and L & G Engineering.

Work Task: Develop schematic (4-lane and update of Super Two); drainage studies and utility research for TCC modified more particularly described in Attachment B to this Work Authorization.

Cost: $998,837.67

Deliverables:
1) 4-lane schematic and approval by TxDOT
2) Updated Super Two schematic and approval by TxDOT
3) Overall Drainage Study including approval by HCDD No. 1 including outfalls
4) Pavement Design Report
5) Utility Maps
6) Any other deliverable required under the scope outlined in Attachment "B" to this W.A.

Completion Date: November 1, 2013

Oscar Rodriguez
HCRMA Representative
Signature:

P.E.
ENGINEER
Signature: Jacinto Garza P.E.

Date: 5/4/2012

Date: 5/4/2012

Exhibit A - Services to be Provided by HCRMA
Exhibit B - Detailed Scope of Services to be Provided by the Engineer
Exhibit B1 - Services to be Provided by the Geotechnical Consultant
Exhibit C - Projected Fee Estimate
Exhibit D - Work Schedule

WORK AUTHORIZATION NO. 1
EXHIBIT A
SERVICES TO BE PROVIDED BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)

GENERAL

This contract will include the following items of work which may have overlap due to accelerated schedule:

APD Coordination with **HCRMA** for Final Environmental documentation

PS&E P.S. & E. Development (Preliminary)

The **HCRMA** will provide the following general items.

1. Authorization to begin work.
2. Timely payment for work performed by the **Engineer** and accepted by the **HCRMA** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **HCRMA** may have on file concerning the project.
5. Review and approve the **Engineer**'s progress schedule with milestone activities and/or deliverables identified.
6. Provide timely review and decisions in accordance with **TxDOT's Pass Through Agreement** in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule identified in Exhibit C.
7. Provide Pavement Design.

ROUTE AND DESIGN STUDIES (FC 110)

The **HCRMA** will provide the following:

Design Criteria

1. Attend Design Concept Conference to approve design criteria.
2. Review/approve Design Summary Report.
3. Attend and participate in the Value Engineering Study

Schematic Update

1. Provide all design and reference files in electronic (.dgn) format for existing schematic.
2. Provide drainage layout currently on file in Arcview Format.

SOC, ECO AND ENVIRON STUDIES & PUBLIC INVOLVEMENT (FC 120)

The **HCRMA** will provide the Environmental Document and electronic Constraints map for the project for development of the Environmental Permits, Issues and Commitments (EPIC) sheets and any other compliance issues.

RIGHT-OF-WAY DATA (FC 130)

The **HCRMA** will provide the following:

1. Assist the **Engineer**, as necessary, with coordination of any utility relocations that may be required.
2. Ownership Data in a .dgn file
   a. Ownership Information shall be provided for the corridor width.
   b. All utility ownership shall be provided.
3. Parcel plats & Right-of-Way Map.
   a. A ROW map, parcel plats and field notes shall be prepared and furnished.
   b. ROW map and field notes shall be revised as required due to changes in Highway Design, Ownership Changes or Revised Parcel Numbering. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
   c. ROW map must depict all improvements affecting ROW.
   d. ROW map must meet all requirements as specified in TxDOT ROW manuals.
4. Utility Adjustments:
   HCRMA/TxDOT will execute utility agreements provided by the Engineer for all required utility adjustments.
5. Survey and Stake Right-of-Way
6. Right of Entry to all affected properties located within the project limits.
7. Deliverables : Right of way Map in electronic format (.dgn).

FIELD SURVEYING AND PHOTOGRAMMETRY (FC 150)

The **HCRMA** will provide the following:

Deliverables:

1. Survey Control Data Sheets signed and sealed by a RPLS on mylar 11X17 sheets.
2. 2d-planimetric, 3d-digital terrain model in a Microstation (.dgn) format delivered on CD ROM media. Also to be included is the TIN file, and Geopak files utilized and'or generated by Surveyor.
3. One Hard Copy of Field Surveying Book
4. All survey information required for the development of the PS&E for the project.

DRAINAGE (FC 161)

The **HCRMA** will provide the following:

1. Timely review/approval of the Hydraulic Study.

~~**MISCELLANEOUS ROADWAY (FC 163)**~~

~~The **HCRMA** will provide the following:~~

~~1. Timely review and approval of TCP in coordination with TxDOT.~~
~~2. Provide Aesthetic plans and details for project.~~

MANAGEMENT (FC 164)

The **HCRMA** will provide the following:

1. Attend/participate in progress meetings as required.
2. Timely review of submittals as required.

WORK AUTHORIZATION NO. 1

ATTACHMENT "B"
DETAILED SCOPE OF SERVICES

APPLICABILITY:

Wherever the following terms are used in this attachment or other contract documents, the intent and meaning will be interpreted as indicated below.

ABBREVIATIONS:

HCRMA shall mean Hidalgo County Regional Mobility Authority
ENGINEER shall mean L&G Consulting Engineers
TxDOT shall mean Texas Department of Transportation
FHWA shall mean Federal Highway Administration
IBWC shall mean International Boundary and Water Commission
USFWS shall mean United States Fish & Wildlife Service
THC shall mean Texas Historical Commission
SHPO shall mean State Highway Preservation Office
USACE shall mean United States Army Corps of Engineers
GSA shall mean General Services Administration
HCMPO shall mean Hidalgo County Metropolitan Planning Organization
FAA shall mean Federal Aviation Administration
MTP shall mean Metropolitan Transportation Plan
TIP shall mean Transportation Improvement Program
MUTCD shall mean Manual of Uniform Traffic Control Devices
AASHTO shall mean American Association of State Highway and Transportation Officials
LRFD shall mean Load & Resistance Factor Design
PS&E shall mean Plans, Specifications and Estimate
ACP shall mean Asphaltic Concrete Pavement
CSJ shall mean Control Section Job (highway project designation number)
PM shall mean HCRMA Program Manager

PROJECT DESCRIPTION

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

County/HCRMA: Hidalgo County

CSJ number: 3627-01-001 (currently assigned from FM 1016 to FM 3072)

Project/Description: Perform preliminary engineering including development of schematics, drainage studies, geotechnical services, utilities, and development of plans, specifications, and estimates (PS&E) and review of shop drawings for the TCC modified SH365 from just west of FM 396 (Bryan Road) to east of McColl Road at approximate STA 986+00

Length: 6.17 Miles

Highway: SH365- Trade Corridor Connector (TCC) (Segment #1)

Limits: (See Location Map Attached)
From just west of FM 396 (Bryan Road) to STA 986+00

Existing Facility: New Location

Proposed Facility: 2-lane divided controlled access toll facility w/ passing lanes & a 4-lane divided controlled access toll facility

Project Classification

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

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
___ Widen Non-Freeway
_X_ New Location Toll Freeway (The design of the tolling infrastructure is not included in the scope of this proposal)
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 For All Tasks)

ROUTE AND DESIGN STUDIES
(Task 110)

Services Provided By: Engineer	HCRMA		
YES	NO	1.	Route Location Studies (From FM396/Bryan Rd. to Ware Rd. & McColl Rd. Underpass)
~~NO~~	~~YES~~	~~2.~~	~~Level of Service Analysis~~
~~NO~~	~~YES~~	~~3.~~	~~Traffic Evaluations and Projections~~
YES	YES	4.	Develop Roadway Design Criteria in accordance with Pass-Through Agreement. a. Prepare design summary report (DSR). b. Attend Design Concept Conference. (Conducted by HCRMA PM)
YES	YES	5.	Preliminary Cost Estimates
YES	YES	6.	Value Engineering Study The Engineer shall participate in one Value Engineering Study (VE Study) for the project. The VE study shall incorporate several lead disciplines along with the VE moderator (HCRMA PM) to participate in a week long study. The study shall consist of the Investigation Phase, Creative Phase, Evaluation Phase, Development Phase and the Presentation Phase. The Engineer shall document the complete study in a final Value Engineering Report. Representation from TxDOT and the HCRMA Board (Board Members and PM) shall be in attendance.
YES	NO	7.	Design Schematic (Update 2-lane w/ Passing Lanes & a 4-Lane Divided)
YES	NO	8.	Preliminary Right-of-Way Requirements (Ultimate 6-Lane Roadway Section)
YES	NO	9.	Soil Core Hole Drilling
YES	NO		a. Pavement
~~YES~~	~~NO~~		~~b. Retaining Walls~~
~~YES~~	~~NO~~		~~c. Miscellaneous Structures~~
~~YES~~	~~NO~~		~~d. Bridges~~
~~YES~~	~~NO~~		~~e. Levees~~
YES	NO	10.	Obtain existing facility information. Coordinate and meet with following entities to obtain preliminary design information: HCRMA PM, TxDOT, Cities, County, ~~Railroad~~, HCDD#1, Irrigation Districts, and Utility Companies.
YES	NO	11.	Schematic Layout(s) (Update 2-Lane Facility w/ Passing Lanes & a 4-Lane Facility) a. Layout shall include the location of interchanges, main lanes, grade separations, frontage roads and ramps. b. Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking. c. For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown. All signing shall be in conformance with the Texas MUTCD.

d. The tentative ROW limits.
   (1) Provide preliminary earthwork cross sections to verify ROW requirements utilizing GEOPAK.
   (2) Provide a graphics file containing the approved schematic.

e. Layout shall include the geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, bridges, and cross roads.

f. Indicate the current and projected traffic volumes as provided by the HCRMA (20 year traffic projection, unless otherwise determined by the District Engineer).

g. The control of access lines shall be shown on the proposed schematic.

h. Direction of traffic flow on all roadways.

i. Layout shall include the geometric of speed change (acceleration, deceleration, climbing) lanes.

j. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above and in the TxDOT's checklist for schematic layout.

k. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing.

12. Agreements and Permits

~~YES NO a. Compensable Utility Agreements and exhibits for Utility Agreements~~
~~YES NO b. Railroad Agreements~~
~~c. Railroad Exhibits~~
~~N/A N/A (1) Railroad Underpasses~~
~~YES NO (2) Railroad Overpasses (SH365/TCC Overpasses at RR)~~
~~N/A N/A (3) Railroad Grade Crossing (Re-planking)~~
~~N/A N/A (4) Railroad Grade Crossing Warning Systems (Signals)~~
~~N/A N/A (5) Other Miscellaneous Sketches for Railroads~~
~~YES NO d. Traffic Signal Agreements (Pending warrant analysis) and required exhibits.~~
~~YES NO e. IBWC License Agreement~~
~~Due to the associated impacts of the floodway levee the Engineer shall be responsible for the preparation/packaging of all documents necessary for submission to the USIBWC for the license agreement.~~
~~The license agreement package should include:~~
~~1) The hydraulic model, with proposed floodway impacts due to the proposed bridge structure provided by the engineer~~
~~2) THC Concurrence letter from HCRMA~~
~~3) USFW Concurrence letter from HCRMA~~
~~4) US Army Corp of Engineers concurrence letter from HCRMA~~
~~5) Scour Analysis provided by the engineer~~

YES NO f. Required Coordination with PMC to provide HCMPO updates on the following:
   1) Provide all project information to PMC and/or HCMPO for updating the MTP and TIP.
   2) Provide all project information to the PMC for updating the environmental document.

~~YES NO g. Exhibit for airway/highway clearance permits for FAA~~

~~YES NO h. USACE exhibits and permits for structures that impact waters of the US and wetlands.~~

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Task 120)

Services Provided By: Engineer	HCRMA	
		1. Public Involvement
YES	NO	a. Technical assistance to the PMC and/or Environmental Consultant in the preparation of public meeting(s)/hearing(s), and exhibit preparation.
~~YES~~	~~NO~~	~~b. Assist the PM and/or Environmental Consultant to respond to technical questions received during the Public Meeting/Hearing.~~
YES	YES	c. Assist the PM in conducting stakeholder outreach meetings and prepare summaries of said meetings to provide to HCRMA
~~YES~~	~~NO~~	~~d. Assist the PM and/or Environmental Consultant in developing the PowerPoint presentation for the Public Meeting/Hearing.~~
~~YES~~	~~NO~~	~~e. Prepare and Present the technical presentation portion of the speech.~~
YES	YES	f. Attend the Public Meeting & Public Hearing (HCRMA PMC will handle the exhibits and technical presentation).
		~~2. Preparation of Environmental Permits, Issues and Commitments~~
~~YES~~	~~NO~~	~~a. The Engineer shall develop a plan sheet to be included in the construction plans identifying the Environmental Permits, Issues & Commitments (EPIC) sheet. This plan sheet will be based on the Environmental Document provided by the HCRMA. The permits if required shall be obtained by the HCRMA.~~
~~NO*~~	~~YES~~	~~b. Preparation & Submittal of Notice of Intent (NOI)~~
~~NO*~~	~~YES~~	~~c. Preparation & Submittal of Notice of Termination (NOT) upon completion of project~~
~~NO~~	~~NO~~	~~d. Section 4(f) evaluation, including developing the avoidance alternatives have not been identified at this point.~~
~~YES~~	~~NO~~	~~e. Prepare exhibits on structures that impact Waters of the US and wetlands by minimizing impacts for the further coordination and eventual securing of construction permits from the USACE (if needed).~~

RIGHT-OF-WAY/UTILITY DATA
(Function Code 130)

Services Provided By: Engineer	HCRMA		
		1.	Right-of-Way Map
YES	YES	a.	ROW Map submitted by the Surveyor to the HCRMA shall be reviewed by the Engineer on the following items: 1. Correctness of alignment and geometry 2. Correctness of control of access lines as depicted on schematic 3. Coordinate the final centerline alignment adjustment to finalize the ROW map.
~~YES~~	~~NO~~	~~b.~~	~~Full compliance with ROW Map requirements as specified in TxDOT ROW Manuals.~~
YES	YES	2.	Utility Adjustments (All utilities are Compensable)
YES	YES	a.	The Engineer shall prepare an initial coordination letter and a project layout which will be distributed to various utility companies to determine which utilities are in the limits of the project.
YES	YES	b.	The Engineer shall attend a Utility Kick-Off meeting with TxDOT, HCRMA and the utility companies.
YES	NO	c.	The Engineer shall prepare a Utility Conflict Tracking Matrix table.
YES	YES	d.	Upon completion of the preliminary drainage plans and Utility & Drainage (U&D) sheets and Irrigation sheets, the Engineer shall distribute these sheets to the various utility companies and request identification of their lines within the project limits.
YES	YES	e.	The Engineer will coordinate with the Surveyor and the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.
YES	YES	f.	The Engineer shall coordinate and approve an adjustment plan and preliminary estimates for all utilities impacting the proposed project construction.
~~YES~~	~~NO~~	~~g.~~	~~The Engineer will be responsible for preparing any and all compensable utility agreements, in compliance with TxDOT requirements, and preparation of the final adjustment letters.~~
~~YES~~	~~NO~~	~~h.~~	~~A due diligence package will be provided for the HCRMA for their use in processing reimbursements to utility companies.~~
~~YES~~	~~NO~~	~~i.~~	~~Before a construction contract for the project is let, the Engineer shall provide a utility certification for the HCRMA's signature to TxDOT that all utilities have been adjusted.~~
~~YES~~	~~NO~~	~~3.~~	~~Design of Compensable Utilities~~
		~~a.~~	~~Irrigation Structures~~ ~~1) Parallel~~ ~~2) Perpendicular Crossings / Siphons~~ ~~3) Irrigation Canals~~
~~N/A~~	~~NO~~	~~b.~~	~~Various Pipelines~~

FIELD SURVEYING
(Task 150)

Services Provided By: Engineer	HCRMA		
		1.	Field Survey
YES	YES	a.	Coordinate with PMC and/or Surveyor to obtain DTM data on voids and missing areas
YES	YES	b.	Coordinate with PMC and/or Surveyor to obtain outfall design surveys
YES	YES	c.	Coordinate with PMC and/or Surveyor to obtain utility company field ties
YES	YES	d.	Coordinate with PMc and/or Surveyor to provide final alignment for the preparation of the ROW Map
YES	YES	e.	Coordination with PMC and/or Surveyor to tie down geotechnical borings
YES	YES	f.	Coordination with PMC and/or Surveyor to stake centerline of proposed mainlanes

ROADWAY DESIGN
(Task 160)

Services Provided By:
Engineer HCRMA

1. Geometric Design

YES NO a. Horizontal and Vertical Alignment

YES NO b. Geometric Layout for Plan and Profile Sheets

(1) Layout shall include the location of interchanges, main lanes, grade separations, frontage roads and ramps.

(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.

(3) Layout shall include the geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, bridges, and cross roads.

(4) Direction of traffic flow on all roadways.

(5) Layout shall include the geometric of speed change (acceleration, deceleration, climbing) lanes.

YES NO 2. General Guidelines for Project Development

a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. Copies of the four-lane freeway schematic layout shall be submitted through the TxDOT Pharr District office to the Design Division for approval and subsequent coordination with the FHWA. No geometric design is to be performed until the HCRMA and TxDOT have given the engineer written approval of the preliminary schematic layout.

b. All geometric design shall be in conformance with the latest version of the TxDOT's Standard Specification for Construction and Maintenance of Highways, Streets, and Bridges, and the Special Specification and Special Provisions related thereto, and shall conform to the latest edition and revisions of the State's Roadway Design Manual, except where variances are permitted in writing by the HCRMA and TxDOT.

c. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

d. The engineer shall furnish a final cross section plot for the project, which is of utmost importance since it is the basis for contractor payments and construction staking.

YES NO 3. Grading Design

a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.

b. Typical Sections

c. Design Cross Sections for roadways and outfalls.

d. Determine Cut and Fill Quantities for roadways and outfalls

4. Pavement Design (Limits: Entire SH365 Project Length)

YES NO a. Prior to initiating detailed plan preparations for a project, an investigation shall be made to design the proposed pavement structure. TxDOT's computer program "The Flexible Pavement Design System (FPS) will be utilized for this purpose. Options will be provided, including lesser pavement design for shoulders.

Services Provided By: Engineer	HCRMA	
YES	NO	b. A typical section for the proposed pavement design of main lanes, ramps, frontage roads and intersecting streets shall include pavement thicknesses as well as pavement cross slopes, lane and shoulder widths, ACP type and Asphalt binder.
		c. Required geo-technical testing for Subgrade, salvage flexible base, recycle asphalt pavement (RAP). (see detailed scope from L&G Lab)
YES	NO	(1) Subgrade: tests will be performed for sulfate content to determine if addition of lime stabilization is a feasible method. If lime stabilization is determined to be a feasible method, a lime series test will be performed to determine the required percentage of lime. Plasticity Index (PI) of the subgrade throughout the project will also be tested to determine it's suitability of usage as embankment.
YES	NO	(2) Salvage Flexible Base: Triaxial test will be performed to determine the strength of the salvage base and it's suitability to be used as a part of the proposed pavement.
YES	NO	(3) Recycle Asphalt Pavement (RAP): Extraction tests will be performed on existing ACP to determine the asphalt content as well as gradations for the potential use by the contractor in the proposed ACP mix design.
NO	YES	d. Traffic Data for Pavement Design
YES	NO	e. Basic Pavement Design Criteria
~~YES~~	~~NO~~	~~f. Life Cycle Cost Analysis (es) for flexible pavement~~
YES	NO	g. Provide a full pavement design report

DRAINAGE
(Task 161)

Preliminary hydraulic design of all drainage structures (bridge waterways, culverts, storm sewers, channels) shall be submitted to the HCRMA and TxDOT for review. This preliminary submission shall include the overall drainage plan, structure layout, and hydraulic computations. No detailed design of drainage structures is to be performed, until the HCRMA and TxDOT have given the engineer written approval of the preliminary hydraulic design. All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the HCRMA and TxDOT.

Services Provided By: Engineer	HCRMA	
		1. Hydrologic Studies, Discharges
YES	NO	a. Drainage area maps showing existing conditions and proposed drainage structure improvements.
YES	NO	b. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
YES	NO	(1) Storm water detention available within the ROW
YES	NO	(2) Storm water detention required outside the ROW (as per HCDD#1)
YES	NO	(3) Culverts
YES	NO	(4) Bridge waterways
YES	NO	(5) Channels
YES	NO	(6) Storm sewers/inlets
YES	NO	b. Federal Emergency Management Agency (FEMA) floodplain coordination requirements
YES	NO	c. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		~~3. Layout, Structural Design and Detailing of Drainage Features~~
		~~a. Culverts~~
~~YES~~	~~NO~~	~~(1) New culverts~~
~~YES~~	~~NO~~	~~(2) Culvert widening and/or lengthening~~
~~YES~~	~~NO~~	~~(3) Culvert replacements~~
		~~b. Storm sewers~~
~~YES~~	~~NO~~	~~(1) New storm sewers~~
~~YES~~	~~NO~~	~~(2) Modify existing storm sewers~~
~~YES~~	~~NO~~	~~(3) Inlets~~
~~YES~~	~~NO~~	~~(4) Manholes~~
~~YES~~	~~NO~~	~~(5) Trunk lines~~
~~YES~~	~~NO~~	~~c. Levees~~
~~YES~~	~~NO~~	~~d. Retaining Wall drainage~~
~~YES~~	~~NO~~	~~e. Outfall channel(s) within the ROW~~
~~YES~~	~~NO~~	~~f. Outfall channel(s) outside the ROW~~
~~YES~~	~~NO~~	~~g. Detention Pond(s) within the ROW (as needed)~~
~~YES~~	~~NO~~	~~h. Detention Pond(s) outside the ROW (as needed)~~
~~YES~~	~~NO~~	~~i. Summary of Quantities~~
~~YES~~	~~NO~~	~~4. Storm Water Pollution Prevention Plan (SW3P)~~
~~YES~~	~~NO~~	~~5. Scour Evaluation and floodway hydraulic modeling and report for TCC impacts on the IBWC floodway.~~
		~~a. Soil Properties of Floodway – D50 & D90 Sieve Analysis~~

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION

(Task 162)

Services Provided By: Engineer	HCRMA	
YES	NO	1. Preliminary Signing and Pavement Markings (Conducted at the Schematic Level)

The schematic layout in addition to the roadway related features will show:

a. The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
b. The projected traffic volumes as provided by the HCRMA (20 year traffic projection)
c. Proposed ROW lines
d. Arrows with direction of traffic flow on all roadways
e. Location of Large Ground Mounted Signs and their message
f. Location of Large Bridge Mounted Signs and their message
g. Location of Trailblazer Signs (type D) and their message

~~YES NO 2. Signing and Pavement Markings Layouts (Conducted at the PS&E Level & Individual Sheets for Signing and Pavement Markings are Anticipated to be Required)~~

~~YES NO a. Boring Logs needed for design of sign foundations~~
~~YES NO b. General Requirements~~

- ~~Prepare General Notes for Signing and Pavement Markings~~
- ~~Prepare governing specifications and provisions~~
- ~~Prepare Cost Estimate~~
- ~~Select TxDOT standard sheets~~

~~c. Signing and Pavement Markings Layouts (1"=100' scale)~~

- ~~Legend with symbols~~
- ~~Center line with station numbering~~
- ~~ROW lines~~
- ~~Culverts and other structures that present a hazard to traffic~~
- ~~Location of utilities, if not shown on plan and profile~~
- ~~Existing signs to remain, to be removed, to be relocated~~
- ~~Proposed small signs (illustrated and numbered)~~
- ~~Proposed Large ground mounted signs indicating location by plan layout~~
- ~~Proposed large overhead mounted signs indicating location by plan layout~~
- ~~Proposed pavement markings (illustrated and quantified)~~
- ~~Quantities of existing pavement markings to be removed~~
- ~~Proposed delineators and object markers~~
- ~~Quantities table with each pavement marking type quantified~~

~~YES NO d. Summary of Small Signs Tabulation Sheets~~
~~YES NO e. Summary of Large Signs Tabulation Sheets (includes all Guide Signs)~~
~~YES NO f. Sign Panel Detail Sheets~~

- ~~All signs not covered by the Texas MUTCD~~
- ~~Design details for large guide signs~~
- ~~Dimensions of letters, shields, borders, corner radii etc.~~
- ~~Designation of shields attached to guide signs~~
- ~~Designation of arrow used on exit direction signs~~

~~Services~~
~~Provided By:~~
~~Engineer~~ ~~HCRMA~~

~~YES~~ ~~NO~~ g. ~~Proposed Overhead Sign Bridge Design (O.S.B.). Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures. Proposed O.S.B. elevation Sheets will show at a minimum the following: (Note: No walkways or sign lights will be used, since all sign panels will have high intensity reflective sheeting)~~

- ~~Span length~~
- ~~Tower Height~~
- ~~Drill Shaft size and top elevation~~
- ~~Soil strength used for design {indicate basis and boring(s) used}~~
- ~~Reference appropriate O.S.B. standard~~
- ~~Center line of truss elevation~~
- ~~Bottom of base plate elevation~~
- ~~Leg spacing~~
- ~~Design wind speed~~

~~3. Conduct Traffic Signal Warrant Studies (Conducted at the Schematic Level)~~

~~YES~~ ~~NO~~ a. ~~Location Map: Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators~~
~~YES~~ ~~NO~~ b. ~~Photographs in the vicinity of the signal under consideration~~
~~NO~~ ~~YES~~ c. ~~Accident data for the past four years at the proposed interchange locations~~
d. ~~Vehicle volumes~~
~~YES~~ ~~NO~~ ~~Existing~~
~~NO~~ ~~YES~~ ~~Estimated~~
~~NO~~ ~~YES~~ ~~Projected~~
~~NO~~ ~~NO~~ ~~Pedestrian~~
~~YES~~ ~~NO~~ e. ~~Warrant Analysis and Assessment~~
~~YES~~ ~~NO~~ f. ~~Recommendations~~

~~YES~~ ~~NO~~ ~~4. Traffic Signal Design (Conducted at the PS&E Level)~~

a. ~~General Requirements~~
- ~~Contact Local Utility Company, conduct joint field investigation, determine service drop locations, determine need for adjustment of overhead utility lines~~
- ~~Prepare General Notes for Traffic signal installation~~
- ~~Prepare governing specifications and provisions~~
- ~~Prepare Cost Estimate for Traffic signal installation~~
- ~~Select TxDOT standard sheets~~

b. ~~Basis of estimate sheet (list of materials)~~
c. ~~General notes sheet~~
d. ~~Condition diagram~~
- ~~Existing intersection design features~~
- ~~Adjacent Roadside development~~
- ~~Existing traffic control including illumination~~

e. ~~Proposed Signal Plan Layouts~~
- ~~Existing traffic control devices that will remain (signs and markings)~~
- ~~Existing utilities~~
- ~~Proposed highway improvements~~

- ~~Proposed installation~~
- ~~Proposed additional traffic controls devices (signs and markings)~~
- ~~Proposed illumination attached to signal poles~~
- ~~Proposed controller and foundation~~
- ~~Proposed service drop~~
- ~~Loop detector locations and connections~~
- ~~Proposed signal head orientation~~
- ~~Intersection signing, pavement markings and wheel chair ramps~~

~~f. Signal Phasing and Timing~~

- ~~Phase sequence diagram~~
- ~~Interval timing, cycle length and offsets~~

~~g. Electrical Schedule Table~~

- ~~Wire and conduit sizes by cable run~~
- ~~Quantities by cable run~~
- ~~Loop detector cables~~
- ~~Signal cables~~
- ~~Pedestrian cables~~
- ~~Safety lighting cables~~

~~h. TxDOT Standard Sheets~~

- ~~Signal Pole Details~~
- ~~Loop Detector details~~
- ~~Pull Box and conduit details~~
- ~~Controller Foundation details~~
- ~~Signal Pole foundation details and quantities~~
- ~~Mast Arm details and quantities~~
- ~~Traffic control for installation of traffic signals~~

MISCELLANEOUS (ROADWAY)
(Task 163)

Services Provided By:
Engineer HCRMA

YES NO 1. Preliminary Roadway Illumination Requirements (Conducted at the schematic level)
a. Determine Safety Lighting Requirements:
(1) At Entrance Ramps (merging areas)
(2) At Exit Ramps (diverging areas)
(3) At Overpasses (Underpass Lighting)
(4) At Critical Locations where safety is an issue
b. Calculate Preliminary Quantities and Cost Estimate for Roadway Illumination

YES NO 2. Final Roadway Illumination Design (Conducted at the PS&E Level) (Safety Lighting)
NO YES a. Geotechnical Report with Boring Logs required for foundation design
YES NO b. General Requirements
(1) Develop wiring connections
(2) Calculate voltage drops
(3) Contact Local Utility Company, conduct joint field investigation, determine power requirements and sources for each circuit
(4) Prepare General Notes for Roadway Illumination
(5) Prepare governing specifications and provisions
(6) Prepare Cost Estimate for Roadway Illumination
(7) Select TxDOT standard sheets
YES NO c. Safety Roadway Illumination layouts (1"=100' scale) showing:
(1) Pavement edges, shoulders, curbs, retaining walls, etc.
(2) Center line with station numbering.
(3) ROW lines.
(4) Symbol legend. Use TxDOT standard symbols for lighting and electrical design.
(5) Culverts and other structures that present a hazard to traffic.
(6) Location of underground utilities, if not shown on plan profile.
(7) Location of overhead electrical lines, both crossing and parallel to ROW.
(8) Existing lighting equipment to remain, to be removed, to be relocated.
(9) Location of proposed roadway lighting equipment.
(10) Lighting Equipment Table showing, station and offset of proposed lighting fixtures, light intensity, lighting pattern.
(11) Lighting Quantities Table
YES NO d. Circuit Diagrams, showing:
(1) Service drop details
(2) Control panel details
(3) Lighting equipment
(4) Wiring connections
(5) Proposed conductor sizes and lengths
(6) Proposed conduits
(7) Proposed Ground Boxes
YES NO e. Continuous Illumination and/or high-mast
YES NO f. Quantities Summary Table
YES NO g. Electrical Service Summary Sheet
NO NO h. Continuous Illumination Design
YES NO I. Continuous Illumination Design Study

3. Retaining Walls
a. Structural Details
NO NO (1) Cast-in-Place Cantilever.
NO NO (2) Tieback Retaining Wall.
NO NO (3) Specialized Retaining Wall.

~~Services Provided By: Engineer HCRMA~~

~~b. Alternate Patented Retaining Walls at all locations. (Layouts Only)~~

~~YES NO (1) Mechanically Stabilized Earth~~
~~NO NO (2) Concrete Block Wall Systems~~

~~YES NO c. Retaining Wall Layout (PLAN)~~
~~(1) Designation of reference line~~
~~(2) Beginning and ending retaining wall stations~~
~~(3) Station of each retaining wall joint (if necessary based on wall type)~~
~~(4) Offset from reference line~~
~~(5) Horizontal curve data~~
~~(6) Number of retaining wall panels and lengths (if necessary based on wall type)~~
~~(7) Total length of wall~~
~~(8) Indicate face of wall~~
~~(9) All wall dimensions and alignment relations (alignment data as necessary)~~
~~(10) Soil core hole locations~~

~~YES NO d. Retaining Wall Layout (ELEVATION)~~
~~(1) Top of wall elevations at each joint or intervals~~
~~(2) Existing and finished ground line elevations~~
~~(3) Height of stem at each joint (if necessary based on wall type)~~
~~(4) Wall panel designations (if necessary based on wall type)~~
~~(5) Top of footing elevations (if necessary based on wall type)~~
~~(6) Limits of measurement for payment~~
~~(7) Type, limits and anchorage details of railing (If applicable)~~
~~(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.~~

~~YES NO e. Foundation Studies. The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments.~~

~~YES NO f. Slope Stability Analysis.~~
~~YES NO g. Embankment Foundation Stability Analysis~~
~~YES NO h. Embankment Settlement Analysis~~
~~YES NO i. Estimate~~
~~YES NO j. Summary of Quantities~~
~~YES NO k. Typical cross section.~~
~~YES NO l. General Guidelines for Retaining Walls~~
~~(1) The engineer shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation.~~
~~(2) The ground water level should be observed at the water strike.~~
~~(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.~~

YES NO 4. Traffic Control Plan, Detours and Sequence of Construction

Traffic Control Plans (TCP) are required for all projects. A preliminary TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:

~~a. General Notes indicating the requirement and sequence of construction phasing.~~
b. The sequence of construction and method of handling traffic during each phase.

Services
Provided By:
Engineer HCRMA

c. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
d. The proposed traffic control devices (stop signs, signals, flagging, etc.) at grade intersections during each construction sequence.
e. Where detours are provided, a plan view and typical sections shall be shown.

5. Miscellaneous Drafting/Standards

YES NO a. Erosion Control
YES NO b. Hardscape Development (Aesthetics for concrete structures - form liners at bridge, caps columns bents and retaining walls

YES NO 6. Compute and Tabulate Quantities

YES NO 7. Specifications, Special Provisions, Special Specifications

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

YES YES 8. Tolling Infrastructure

a. From the Preliminary Tolling Gantry locations identified by the HCRMA prepare plans that identify conduit layouts and pull boxes with respect to the pavement sections, ditch cross sections, and right of way lines. The conduit layouts within the pavement structure shall be shown to be placed within a concrete pavement section. All other Tolling appurtenances (Supports, foundations, wiring, cameras, buildings etc.) will be provided by the HCRMA.

BRIDGE DESIGN
(Task 170)

Services Provided By: Engineer	HCRMA		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
NO	NO	(1) Underpass(es)	
YES	NO	(2) Overpasses (FM1016, GSA Conn, FM 494, SP115)	4
N/A	N/A	(3) Main Lanes	
N/A	NA	(4) Direct Connector(s)	
YES	NO	(5) Ramp Bridge(s) (Ware Rd exit, SP115 exit/entr)	3
YES	NO	(6) Waterway Structure(s) (Floodway)	1
N/A	N/A	(7) Pedestrian Structure(s)	
N/A	N/A	(8) Utility Structure(s)	
N/A	N/A	(9) Railroad Underpass(es)	
YES	NO	(10) Railroad Overpass(es) (FM 1016/UP, UP)	2
N/A	N/A	(11) Bridge Classification Culvert(s)**	
N/A	N/A	(12) Alternate Structural Designs	
N/A	N/A	(13) Alternate Foundation Design	
		Total New Structures =	10
		b. Existing Structure(s)	
NO	NO	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	
NO	NO	(2) Bridge Replacement	
NO	NO	(3) Raising Bridge Elevation	
NO	NO	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	
N/A	N/A	(5) Railroad Overpass(es)	
N/A	N/A	(6) Railroad Underpass(es)	
		Total Existing Structures =	0

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

Services
Provided By:
Engineer HCRMA

~~YES NO 2. Preparation of Bridge Layouts~~
~~The Engineer will prepare the bridge layouts in compliance with the latest TxDOT Pharr District bridge layout checklist.~~

~~YES NO 3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)~~

~~YES NO 4. Foundation Studies~~
~~The minimum number of soil core holes shall be obtained in accordance with Chapter 2, Section 1 of the TxDOT Bridge Geotechnical Manual. Texas Cone Penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (5 foot) intervals.~~

~~YES NO 5. Bridge Total Quantities and Cost Estimates (each bridge)~~

~~YES NO 6. Bridge Special Provisions and Specifications (each bridge)~~

~~YES NO 7. Bearing seat elevations for each girder. Top of cap elevations for non-girder type structures.~~

~~YES NO 8. General Guidelines for Bridge Design~~

~~a. The engineer shall prepare a bridge layout of each bridge structure for HCRMA and TxDOT's review and approval. The bridge layout shall be in conformance with the latest TxDOT's requirements.~~
~~b. The engineer shall make final design calculations and final detail drawings in conformance with the Texas Department of Transportation Bridge Design Manual – LRFD, the current American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications, and the TxDOT Bridge Geotechnical Manual.~~
~~c. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.~~
~~d. Standard drawings for beams, girders, railings, riprap, etc., shall be furnished to the engineer upon request. These standards shall not be redrawn by the engineer nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the engineer shall not be identified as standards.~~
~~e. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the Engineer at no cost to the HCRMA.~~

* Bridge Layouts will be performed in future Work Authorization to meet TxDOT Pass-Through Agreement

PROJECT MANAGEMENT
(Task 164)

Services Provided By: Engineer	HCRMA		
YES	YES	1.	Meetings Meetings will be held with the HCRMA, TxDOT, FHWA, State Officials, local governments, property owners, utility owners, other consulting firms, etc., as needed or required by the HCRMA and TxDOT. The engineer shall coordinate through the HCRMA for the development of this project with any local entity having jurisdiction or interest in the project (i.e. HCRMA, county, etc).
YES	YES	2.	Project Manager/Engineer Communication Engineer shall comply with all requirements stated in the Pass-Through Agreement between HCRMA and TxDOT. "However, no further coordination with TxDOT will be required".
~~YES~~	~~YES~~	~~3.~~	~~Quality Assurance/ Quality Control~~ ~~The Engineer shall perform quality assurance and quality control (QA/QC) on all deliverables associated with this project as follows:~~ ~~a) The Project Manager will continually review the quality, progress and cost of the various tasks assigned to all firms within the team. Quality review will include technical requirements.~~ ~~b) Peer review will be provided at all levels.~~ ~~c) An independent engineer, within the Engineer's firm, will assure that the project constructability requirements (details, specifications, plan notes, etc.) are met.~~
~~YES~~	~~YES~~	~~4.~~	~~Submittals to HCRMA and TxDOT for review and approval~~ ~~a) When 30% and final design is completed the Engineer shall submit all the required design information as specified on the Pass-Through Agreement to HCRMA and TxDOT for review and approval.~~ ~~b) Final documents and information exchange of data, Plan Sheets, General Notes and/or Specifications provided to the HCRMA shall be furnished on a USB flash drives. Each flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation. General Notes and specifications shall be provided in MS Office 2007 Word format or later. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall be provided during review submittals. If required, the engineer shall provide to the HCRMA, an external hard drive that contains all the plan sheets for the project.~~

CONSTRUCTION MANAGEMENT
(Task 320)

Services Provided By:
Engineer HCRMA

~~NO*~~ ~~YES~~ 1. ~~Construction Bidding Assistance~~

~~After acceptance by HCRMA of the Bidding Documents and upon written authorization by HCRMA to proceed, Engineer shall:~~

~~a) Assist HCRMA in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued,~~

~~i. Attend pre-Bid conferences (This task will be the responsibility of the Engineer)~~

~~b) Develop Addenda for HCRMA as appropriate to clarify, correct, or change the Bidding Documents. ***(This task will be performed by the Engineer)***~~

~~c) Provide Project design information or assistance needed by HCRMA in the course of the bid submittal with prospective contractors. ***(This task will be performed by the Engineer)***~~

~~d) Advise the HCRMA as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.~~

~~e) Attend the Bid opening, prepare Bid tabulation sheets, and assist HCRMA in evaluating Bids and recommend award of contract.~~

~~NO*~~ ~~YES~~ 2. ~~Services during Construction~~

~~Upon successful completion of the Bidding, and upon concurrence from HCRMA, Engineer shall:~~

~~a) *Pre-Construction Conference.* Participate in a Pre-Construction Conference (if required) prior to commencement of Work at the Site. ***(This task will be performed by the Engineer)***~~

~~b) *Change Orders.* Provide related services such as: Preparing Engineering drawings required for change orders correcting errors and omissions on the plans.~~

~~c) *Review and approval of Shop Drawings*. Review and approve or take other appropriate action in respect to Shop Drawings and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. ***(This task will be performed by the Engineer)***~~

~~d) *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.~~

~~e) *Interpretation of Intent*. The Engineer shall provide interpretation and clarification of design intent throughout the construction of the project.~~

~~(* = Task anticipated to be handled by HCRMA/PM except where identified in Attachment "D")~~

ATTACHMENT "B-1"

Services to be Provided by the Geotechnical Consultant

GENERAL SCOPE OF WORK

The work to be performed by the **Consultant** under this work authorization shall consist of; Geotechnical Drilling, Geotechnical Laboratory Testing and Geotechnical Engineering Services for pavement design only for the Trade Corridor Connector (TCC) project from just west of FM396 to US281 (Military Rd.) known as the **Project.** This report will include the tasks listed in detail below.

The **Consultant** shall furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Work Authorization, except as otherwise specified to be provided by the **Engineer**.

The **Consultant** will develop/submit a work schedule that identifies milestone activities and/or deliverables, and that is conformable to the schedule outlined in **ATTACHMENT "C"**.

Specific activities to be performed by the **Consultant** include the following:

I. Geotechnical Drilling and Miscellaneous Field Services

The **Consultant** will coordinate with the **Engineer** for verification of project vicinity map indicating general boring site locations.

The **Consultant** will provide drilling/excavation and sampling of subsurface materials as follows in accordance with this Work Authorization:

- Pavement Borings (Existing Subgrade)
  - Thirty-five (35) Borings will be drilled (Borings will be advanced to a depth of approximately 10 feet below the existing top of natural ground)

- Existing Pavement Section (Salvaged Base and ACP) Extraction Locations
  - Eight (8) Locations will be extracted for testing of the salvaged base and asphalt concrete testing for potential usage as flexible base and recycled asphalt pavement (RAP) (Excavations will be advanced to a depth of approximately the bottom of the existing flexible base layer)

The **Consultant** will stake the boring locations and provide utility clearances prior to performing the field exploration portion of the project. The **Engineer** will be responsible to provide any necessary permits or authorization to egress areas (right of entry) where borings are to be drilled. All borings will be located in the field by a representative of the **Consultant**. All boring locations will be documented with GPS coordinates.

The borings will be advanced to the depth noted above and the in-situ soil testing will be performed in accordance with ASTM and TxDOT Standard Test Procedures (Tex-132-E – Texas

Cone Penetration) and in general accordance with the TxDOT Geotechnical Manual. The soils will be sampled as needed to verify subsurface materials and strata changes. Final drilling depths and elevations will be based on topographic conditions at the time of drilling operations.

All samples will be removed from the sample apparatus during drilling operations. The **Consultant** will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to the laboratory testing facility.

Following completion of drilling and sampling, all boreholes will be backfilled with soil cuttings from the completed borings. If there are insufficient soil cuttings available, clean sand will be used to backfill the completed boreholes.

This proposal does not include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to regrade the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required;
- Encountering hazardous or contaminated soils or substances during our field activities.

The **Consultant** will notify the **Engineer** should these services become necessary to complete field exploration activities, and if approved by the **Engineer**, additional negotiated fee and scope will be incorporated through a Supplemental Work Authorization.

II. Geotechnical Laboratory Testing Services

Geotechnical Laboratory Testing will be performed on the samples recovered during the field study to evaluate their physical and engineering properties. Testing shall include several of the following test procedures:

(1) Atterberg Limits (ASTM D4318 or Tex-104-E, 105-E, 106-E)
This procedure will be used to aid in the classifying of the soil and to provide information on the potential vertical rise and contraction of the soil. Test data furnished will include Liquid Limit, Plasticity Index, and Linear Shrinkage test results.

(2) Gradation (-200) (ASTM D1140 or Tex-111-E)
This procedure will be used to aid in the classifying of the soil. A No. 200 sieve will be used to distinguish fine grained material as well as for cohesive soils.

(3) Lab. Determination of Moisture in Soils (ASTM D2216 or Tex-103-E)
This procedure will aid in determining the in-situ moisture of the soil to be able to evaluate the potential vertical rise and contraction of the soil.

(4) Sulfate Content of Soil (ASTM C1580 or Tex-145-E)

This procedure will identify the soluble sulfate content of soil by using the turbidimetric techniques. The results of this procedure will be utilized to determine whether or not the subgrade material can be lime treated for stabilization or if other methods of stabilization will need to be proposed. The presence of extreme amounts of soluble sulfates will exclude lime treatment as a stabilization option.

(5) Lime Series Testing (Tex-121-E)
This procedure involves establishing a relationship between plasticity of soils, percentage lime and pH through the addition of hydrated lime at predetermined proportions. Results of this test will determine the required percent lime treatment for roadway subgrade.

(6) Triaxial Testing (Salvage Base) (Tex-117-E)
This procedure determines the shearing resistance, water absorption, and expansion of soils and/ or soil-aggregate mixtures. Shearing resistance values will be used to determine the salvage base criteria for the existing material.

(7) Gradation/Asphalt Content of ACP (Tex-200-F/Tex-236-F)
This test method is used to determine the particle size distribution of aggregate samples using standard U.S. sieves with square openings (Tex-200-F). The asphalt content will also be provided by Ignition Method (Tex-236-F).

III. Geotechnical Engineering Services

The **Consultant** will utilize information gathered from the field and laboratory testing to provide the **Engineer** with Geotechnical Engineering results and analyses for the **Project**. The findings and conclusions derived from the results and analyses will be presented in a written engineering report and provided to the **Engineer** (three (3) copies). The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples at the boring locations and subsurface water conditions encountered. The report will provide analyses and/or engineering recommendations as follows:

- Recommendations for Proposed Pavement and Lime Stabilization of Subgrade
- Recommendations for Salvaged Base (Flexible Base and ACP)

The report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

L&G Engineering
Transportation Consulting Engineers

SH365/TCC - Segment #1
EXHIBIT "C"
Projected Fee Estimate for
Work Authorization #1

HIDALGO COUNTY RMA

	Func Code		Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Engineer Technician	Engineer Technician	CADD Operator	Admin./ Clerical	TOTAL HOURS
		SPECIAL SERVICES									
	110	**TASK 1 - VALUE ENGINEERING PARTICIPATION**									
		Development of project drivers, constraints, decisions and commitments	10	10	10						**30**
		Development of functional areas, brain-storming of ideas to be considered	10	10	10						**30**
		Development of advantages and disavantages for each functional area	10	10	10						**30**
		Presentation of findings and development of report	10	10	10						**30**
		TASK 1 - SUBTOTAL (L&G)	**40**	**40**	**40**						**120**
	110	**TASK 2 - 2 SCHEMATICS (2 Lane Super 2 & 4-LANE FACILITY)**									
		(Both Schematics Include New Location Align. from Ware Rd. to FM396 and Mod. at McColl U/P)									
		Subtask 2.1 - Super 2 Schematic w/ Passing Lanes									
		Coordinate and obtain TxDOT concurrence on 2-lane divided w/ passing lanes	4	3							**7**
		Modify vertical and horizontal alignments of ML, ramps, frontage roads	4	8	22	20	35		24		**113**
		Modify roadway templates to indicate 2-lane divided facilty w/ passing lanes	4	8	22	20	35		24		**113**
		Modify proposed large guide signs to accommodate proposed facility	4	8	22	20	35		24		**113**
		Implement TxDOT comments and submit finilized schematic	4	3	14	11	24		20		**76**
		Subtask 2.2 - 4 Lane Divided Schematic									
		Coordinate and obtain TxDOT concurrence on 4-lane divided (grassy median vs median CTB)	12	4							**16**
		Modify vertical and horizontal alignments of ML, ramps, frontage roads	12	36	152	140	245		186		**771**
		Modify roadway templates to indicate 4-lane divided facilty	12	36	152	140	245		186		**771**
		Modify proposed large guide signs to accommodate proposed facility	12	36	152	140	245		186		**771**
		Implement TxDOT comments and submit finilized schematic	12	4	94	75	184		140		**509**
		TASK 2 - SUBTOTAL (L&G)	**80**	**146**	**630**	**566**	**1048**	**0**	**790**	**0**	**3260**
	120	**TASK 3 - PUBLIC INVOLVEMENT SUPPORT**									
		Support PM in conducting stakeholders outreach mtgs and prepare summaries (mtg minutes)	12			40	12				**64**
		Prepare exhibits for PM presentation during Public Meeting/Hearing	8			12		10			**30**
		Assist PM to respond to technical questions received	4			16		14			**34**
		TASK 3 - SUBTOTAL (L&G)	**24**	**0**	**0**	**68**	**12**	**24**	**0**	**0**	**128**
	130	**TASK 4 - RIGHT-OF-WAY (ROW) COORDINATION**									
		Coordinate with PM on preparation of ROW map	12			60	25			6	**103**
		Review ROW map for correctness of alignment, geometry and control-of-access lines for PM	12			60	15			6	**93**
		TASK 4 - SUBTOTAL (L&G)	**24**	**0**	**0**	**120**	**40**	**0**	**0**	**12**	**196**
	160	**TASK 5 - PAVEMENT DESIGN (Entire SH365/TCC Project Limits)**									
		Evaluate Input parameters for FPS (FWD, Traffic information, etc.)	4	4		16		16			**40**
		Design Pavement Structure with FPS software	4	8		16					**28**
		Analyze data and recommend proposed design for Main Lanes, FR and Ramps	4	4		24					**32**
		Develop and prepare Flexible Pavement Design Report and distribute copies		16	24			8		8	**56**
		Review geotech tests for subgrade (sulfates, PI), salvage base (triaxial), RAP (extraction)	6	8		16		16			**46**
		Meetings and coordination efforts	8	16						4	**28**
		TASK 5 - SUBTOTAL (L&G)	**26**	**56**	**24**	**72**	**0**	**40**	**0**	**12**	**230**
	MISC	**TASK 6 - SPECIAL COORDINATION AND TASKS**									
		Subtask 6.1 - Special Coordination and Meetings									
		Coordination with PM to provide bore-hole information and stake ROW and centerline		24	24	8					**56**
		Coordination meetings with PM (HCRMA, FHWA, State Officials, Local Goverments)	8	8							**16**
		Coordination meetings with PM, Affected Property owners, and other consuting firms	8	8	4						**20**
		Coordination with PM to provide HCMPO update MTP, TIP (revised limits)	1		12						**13**

		Coordination with PM & Environmental Consultants to update EA document (revised limits)	4		12						**16**
		Assist PM w/ necessary communication w/ TxDOT as stated in the Pass-Through Agreement	1		12						**13**
		Attend Monthly Progress Meetings w/ PM and Team of HCRMA Consultants	32	32							**64**
		Bi-Weekly Coordination Meeting w/ Sub-Consultants for Project Duration	40	40							**80**
		Subtask 6.2 - Preliminary Design Information									
		Prepare preliminary cost estimate and project development time schedule		8	8					**16**	**32**
		Attend Design Concept Conference with PM & TxDOT (develop minutes)	8	10	4					**22**	**44**
		Develop and Coordinate Final Design Summary Report	14	13	8					**35**	**70**
		TASK 6 - SUBTOTAL (L&G)	**116**	**143**	**84**	**8**	**0**	**0**	**0**	**73**	**424**
	163	**TASK 7 - GEOTECHNICAL LABORATORY TESTS**									
			WA#1a to Sub L&G Laboratory for Needed Pavement Design Parameters							**$50,000.00**	
	163	**TASK 8 - Route & Design Studies**									
		Coordinate and obtain Crossroad Roadway Information from TxDOT, 3-Cities and County	8	40	26					74	**148**
		Coordinate with HCDD#1 and gather hydrologic information on existing facilities	8	24	28					14	**74**
		Coordinate and obtain information on existing Utilities (gas lines & wells, elec., phone, etc.)	4	38	60					70	**172**
		TASK 8 - SUBTOTAL (L&G)	**20**	**102**	**114**	**0**	**0**	**0**	**0**	**158**	**394**
	130	**TASK 9 - UTILITY ADJUSTMENTS**									
		Subtask 9.1 - Mapping Utility Locations									
		Send initial letter with exhibits and typical sections to all utility companies involved	2	4		115		148		24	**293**
		Conduct Kick-off Utility meeting with PM & TxDOT coordination and prepare meeting minutes	6		8	20			8	16	**58**
		Subtask 9.2 - Utility Conflict Tracking Matrix and TxDOT Certification									
		Meet and Coordinate with Utilities to identify potential utility conflics and prepare report for PM	12	24	80		100			220	**436**
		Develop and populate Utility Matrix Conflict with Schedule Adjustment table for PM	10		40	95	30			48	**223**
		Coordinate, obtain and approve a preliminary estimate for utility adjustments for PM		6	80	110		40		24	**260**
		Subtask 9.3 - Field Utility Coordination Meetings									
		Coordination with PM for exposures, field-ties and obtain utility number	6	8	10		125	20		200	**369**
		Coordination with PM & Utility Companies to adjust utility conflicts in the field	8		110		98			200	**416**
		TASK 9 SUBTOTAL (L&G)	**44**	**42**	**328**	**340**	**353**	**208**	**8**	**732**	**2055**
	150	**TASK 10 - FIELD SURVEYING (GROUND CONTROLSURVEY COORDINATION)**									
		Coordination with PM, Surveyor, & Utilities Companies for needed field-ties	2		4		50	105		40	**201**
		Coordinate with PM & Surveyor to provide final alignment for preparation of the ROW map	10	14	38					16	**78**
		TASK 10 SUBTOTAL (L&G)	**12**	**14**	**42**	**0**	**50**	**105**	**0**	**56**	**279**

L&G Engineering
Transportation Consulting Engineers

SH365/TCC - Segment #1
EXHIBIT "C"
Projected Fee Estimate for
Work Authorization #1

HIDALGO COUNTY RMA

PRELIMINARY ENGINEERING - FC161 (Drainage)

		TASK 161.01 - PRELIMINARY DRAINAGE STUDY AND DOCUMENTATION									
		Coordinate with PM & Cities to accommodate local drainage needs and corres. participation	12	16	15						43
		Gather information regarding existing drainage features, facilities and watersheds	12	20	15						47
		Coordinate and comply with FEMA floodplain requirements	18	40	25						83
		Meet with PM, HCDD#1 and TxDOT and examine existing hydrologic studies	10	20	15						45
		Coordination with landowners due to proposed outfall facilities impacting their properties		30	40	24	16				110
		Task 161.02 - OUTFALL DRAINAGE COMPUTATIONS									
		Subtask 161.02.01 - Drainage Design and Details									
		Overall drainage area map (determine and calculate)	8	14	76	90	54	60			302
		Outfall drainage area maps (determine and calculate)	8	14	76	90	54	50			292
		Linear & On-Site detention calculations and analysis	4	24	85	110	70	40			333
		Analyze existing/proposed channels outside ROW	6	10	60	90	30	20			216
		Hydrologic Watershed Analysis and Computation Sheets (SCS, Rational Method)	8	12	90	115	34	30			289
		Large Culverts Hydraulic Sizing and Computation sheets (HEC-RAS, HY-8)	6	10	70	90	40	20			236
		TASK 161 SUBTOTAL (L&G)	**92**	**210**	**567**	**609**	**298**	**220**	**0**	**0**	1996

TOTAL - MANHOURS (L&G) =	**478**	**753**	**1,829**	**1,783**	**1,801**	**597**	**798**	**1,043**	**9,082**

		Total Hours	478	753	1,829	1,783	1,801	597	798	1,043	
		Contracted Rates	$72.00	$60.00	$43.00	$38.00	$25.00	$24.00	$21.00	$18.00	
		Direct Salary Costs	$34,416.00	$45,180.00	$78,647.00	$67,754.00	$45,025.00	$14,328.00	$16,758.00	$18,774.00	
		Overhead Multiplier = 161.75%	$55,667.88	$73,078.65	$127,211.52	$109,592.10	$72,827.94	$23,175.54	$27,106.07	$30,366.95	
		Fixed Fee = 12%	$10,810.07	$14,191.04	$24,703.02	$21,281.53	$14,142.35	$4,500.42	$5,263.69	$5,896.91	
		Total Labor Costs	$100,893.95	$132,449.69	$230,561.55	$198,627.63	$131,995.29	$42,003.96	$49,127.75	$55,037.86	

L&G Direct Expenses

Mileage (1 Site visit per week for 50 weeks - 20 miles round trip) at $0.50 per mile	$500.00
Mileage (1 Meeting per month at HCRMA office - 40 miles round trip) at $0.50 per mile	$240
20Ft. Long by 3Ft. Tall Schematic (60sq. ft.) @ $5.00/sq. ft. - 8 Total Prints	$2,400.00
8 1/2in X 11in Copies (Pavement Design, Scour, Agreements & Permits, Irrigation District Packages, etc) @ $1.00 each	$5,000.00

Total L&G Direct Expenses $8,140.00

TOTAL Work Authorization Cost Proposal = $998,837.67

L & G Engineering
Transportation Consultants

SH 365/ Trade Corridor Connector (TCC)

From just west of FM 396 (Bryan Rd.) to Mc Coll Rd (Sta.986+00)

Exhibit "D"- W.A. #1 - Work Schedule

HCRMA

SH365-TCC Att-D Sppl#1 Schedule.mpp

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012-11

AMENDING AND RESTATING THAT CERTAIN PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH S&B INFRASTRUCTURE, LTD TO MODIFY THE REVISED TRADE CORRIDOR CONNECTOR LIMITS AND SCOPE ADJUSTMENTS AND APPROVING WORK AUTHORIZATION NO. 1 FOR PRELIMINARY DESIGN SERVICES AND SUPPORT OF ENVIRONMENTAL DEVELOPMENT

THIS RESOLUTION is adopted this 2nd day of May, 2012 by the Board of Directors 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");

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

WHEREAS, the Texas Transportation Commission determined that the Authority would benefit the State by constructing needed roadway projects as identified by the County, including the approximately 104-mile Hidalgo County Loop System (the "Loop System"), the US 83 La Joya Relief Route, and a US 281 alternate route from north of Edinburg to the Pharr International Bridge;

WHEREAS, the Authority has begun work on an independent project under the Loop System, referenced as the Trade Corridor Connector;

WHEREAS, the Trade Corridor Connector is included in the Hidalgo County Metropolitan Planning Organization's Transportation Improvement Program, preliminary traffic and revenue estimates have been developed along with preliminary design work for the project, Hidalgo County Transportation Reinvestment Zone Number 2 was created to include the project, and, recently, the Commission awarded the Authority $70,000,000 in pass-through funding to develop the Trade Corridor Connector;

WHEREAS, to proceed with the project, the Board, on July 27, 2010, elected to issue a procurement for an engineering firm or firms to perform certain tasks, including developing plans, specifications, and estimates; on December 30, 2010 the Board scored and ranked the respondents to the procurement; on March 21, 2011, based on qualifications, the Board selected S&B Infrastructure, LTD (the "Consultant") to perform engineering work for the TCC Segment 2 (now TCC Modified); and on April 13, 2011 the Board approved that certain Professional Engineering/Design Services Agreement (the "Agreement") with the Consultant;

WHEREAS, in order to reflect a change in scope based on the Board's overall planning, the Board now finds it to be in the best interest of the Authority to amend and restate the Agreement, in the form attached hereto as Exhibit A (Exhibit J to the Agreement outlines the specific changes incorporated); and

WHEREAS, in order to initiate work under the Agreement, the Board finds it to be in the best interest of the Authority to authorize Work Authorization No. 1 (attached hereto as Exhibit B) to perform preliminary engineering services including the development of schematics, drainage studies, and a preliminary utilities report;

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 the Amended and Restated Professional Engineering/ Design Services Agreement attached hereto as Exhibit A and Work Authorization No. 1 under said Agreement, attached as Exhibit B.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING on the 2nd day of May, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Joe Daniel Olivarez, Secretary/Treasurer

EXHIBIT B

WORK AUTHORIZATION NUMBER 1

ATTACHMENT F
WORK AUTHORIZATION NO. 1
To TCC Modified Contract

This work authorization is issued in accordance with the Professional Engineering Services Agreement, dated March 28, 2012, by and between the Hidalgo County Regional Mobility Authority and S&B Infrastructure, LTD.

Work Task: Develop schematic (4-lane and update of Super Two); drainage studies and utility research for TCC modified more particularly described in Attachment B to this Work Authorization.

Cost: $887,287.51

Deliverables: 1) 4-lane schematic approved by TxDOT

2) Updated Super Two schematic approved by TxDOT

3) Overall Drainage Study approved by HCDD No. 1 including outfalls

4) Utility Maps

5) Any other deliverable required under the scope outlined in Attachment "B" to this W.A.

Completion Date: November 1, 2013

Pilar Rodriguez
HCRMA Representative
Signature: [signature]
Date: 5/4/2012

[signature]
ENGINEER Daniel O. Rios
Signature:
Date: 5-7-12

Exhibit A - Services to be Provided by HCRMA
Exhibit B - Detailed Scope of Services to be Provided by the Engineer
Exhibit C - Projected Fee Estimate
Exhibit D - Work Schedule

WORK AUTHORIZATION NO. 1
EXHIBIT A
SERVICES TO BE PROVIDED BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)

GENERAL
This contract will include the following items of work which may have overlap due to accelerated schedule:

APD Coordination with **HCRMA** for Final Environmental documentation

PS&E P.S. & E. Development (Preliminary)

The **HCRMA** will provide the following general items.
1. Authorization to begin work.
2. Timely payment for work performed by the **Engineer** and accepted by the **HCRMA** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **HCRMA** may have on file concerning the project.
5. Review and approve the **Engineer**'s progress schedule with milestone activities and/or deliverables identified.
6. Provide timely review and decisions in accordance with **TxDOT's Pass Through Agreement** in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule identified in Exhibit C.
7. Provide Pavement Design.

ROUTE AND DESIGN STUDIES (FC 110)
The **HCRMA** will provide the following:

Design Criteria
1. Attend Design Concept Conference to approve design criteria.
2. Review/approve Design Summary Report.
3. Attend and participate in the Value Engineering Study

Schematic Update
1. Provide all design and reference files in electronic (.dgn) format for existing schematic.
2. Provide drainage layout currently on file in Arcview Format.

SOC, ECO AND ENVIRON STUDIES & PUBLIC INVOLVEMENT (FC 120)
The **HCRMA** will provide the Environmental Document and electronic Constraints map for the project for development of the Environmental Permits, Issues and Commitments (EPIC) sheets and any other compliance issues.

RIGHT-OF-WAY DATA (FC 130)

The **HCRMA** will provide the following:

1. Assist the **Engineer**, as necessary, with coordination of any utility relocations that may be required.
2. Ownership Data in a .dgn file
   a. Ownership Information shall be provided for the corridor width.
   b. All utility ownership shall be provided.
3. Parcel plats & Right-of-Way Map.
   a. A ROW map, parcel plats and field notes shall be prepared and furnished.
   b. ROW map and field notes shall be revised as required due to changes in Highway Design, Ownership Changes or Revised Parcel Numbering. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
   c. ROW map must depict all improvements affecting ROW.
   d. ROW map must meet all requirements as specified in TxDOT ROW manuals.
4. Utility Adjustments:
   HCRMA/TxDOT will execute utility agreements provided by the Engineer for all required utility adjustments.
5. Survey and Stake Right-of-Way
6. Right of Entry to all affected properties located within the project limits.
7. Deliverables : Right of way Map in electronic format (.dgn).

FIELD SURVEYING AND PHOTOGRAMMETRY (FC 150)

The **HCRMA** will provide the following:

Deliverables:

1. Survey Control Data Sheets signed and sealed by a RPLS on mylar 11X17 sheets.
2. 2d-planimetric, 3d-digital terrain model in a Microstation (.dgn) format delivered on CD ROM media. Also to be included is the TIN file, and Geopak files utilized and'or generated by Surveyor.
3. One Hard Copy of Field Surveying Book
4. All survey information required for the development of the PS&E for the project.

DRAINAGE (FC 161)

The **HCRMA** will provide the following:

1. Timely review/approval of the Hydraulic Study.

~~**MISCELLANEOUS ROADWAY (FC 163)**~~

~~The **HCRMA** will provide the following:~~

~~1. Timely review and approval of TCP in coordination with TxDOT.~~
~~2. Provide Aesthetic plans and details for project.~~

MANAGEMENT (FC 164)

The **HCRMA** will provide the following:

1. Attend/participate in progress meetings as required.
2. Timely review of submittals as required.

WORK AUTHORIZATION NO. 1
EXHIBIT "B"
DETAILED SCOPE OF SERVICES

APPLICABILITY:

Wherever the following terms are used in this attachment or other contract documents, the intent and meaning will be interpreted as indicated below.

ABBREVIATIONS:

HCRMA shall mean Hidalgo County Regional Mobility Authority.

ENGINEER shall mean S&B Infrastructure, LTD.

TxDOT shall mean Texas Department of Transportation

FHWA shall mean Federal Highway Administration

IBWC shall mean International Boundary and Water Commission

USFWS shall mean United States Fish & Wildlife Service

THC shall mean Texas Historical Commission

SHPO shall mean State Highway Preservation Office

USACE shall mean United States Army Corps of Engineers

GSA shall mean General Services Administration

HCMPO shall mean Hidalgo County Metropolitan Planning Organization

FAA shall mean Federal Aviation Administration

MTP shall mean Metropolitan Transportation Plan

TIP shall mean Transportation Improvement Program

MUTCD shall mean Manual of Uniform Traffic Control Devices

AASHTO shall mean American Association of State Highway and Transportation Officials

LRFD shall mean Load & Resistance Factor Design

PS&E shall mean Plans, Specifications and Estimate

ACP shall mean Asphaltic Concrete Pavement

CSJ shall mean Control Section Job (highway project designation number)

PM shall mean HCRMA Program Manager

PROJECT DESCRIPTION

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

County/HCRMA: Hidalgo County

CSJ number: 3627-01-001 (currently assigned from FM 1016 to Fm 3072)

Project/Description: Perform preliminary engineering including development of schematics, drainage studies, geotechnical services, utilities and development of plans, specifications and estimates (PS&E) and shop drawing review for the TCC modified east of McColl at STA 986+00 to US 281 / Military Road.

Length: 6.0 Miles – McColl at STA 986+00 to US 281 / Military Road.

Highway: SH365- Trade Corridor Connector (TCC) (Modified)

Limits: (See Location Map Attached Labeled Attachment B-1)

Existing Facility: New Location

Proposed Facility: 4-lane divided controlled access toll facility

Project Classification

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

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
___ Widen Non-Freeway
X New Location Toll Freeway (The design of the tolling infrastructure is not included in the scope of this proposal)
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ROUTE AND DESIGN STUDIES
(Task 110)

Services Provided By: Engineer	HCRMA		
YES	NO	1.	Route Location Studies (From Dicker Road to US 281)
~~NO~~	~~YES~~	~~2.~~	~~Level of Service Analysis~~
~~NO~~	~~YES~~	~~3.~~	~~Traffic Evaluations and Projections~~
YES	YES	4.	Develop Roadway Design Criteria in accordance with Pass-Through Agreement. a. Prepare design summary report (DSR). b. Conduct Design Concept Conference.
YES	YES	5.	Preliminary Cost Estimates
YES	YES	6.	Value Engineering Study The Engineer shall be responsible for participating in one Value Engineering Study (VE Study) for the project. The VE study shall incorporate several lead disciplines along with the VE moderator and PM to participate in a week long study. The study shall consist of the Investigation Phase, Creative Phase, Evaluation Phase, Development Phase and the Presentation Phase. The Engineer shall document the complete study in a final Value Engineering Report. Representation from TxDOT and the HCRMA Board and PM shall be in attendance. S&B: "(Update 2-lane with passing lanes and a 4-lane divided)"
YES	YES	7.	Design Schematic (2-lane to 4-lane modification and verification of Super 2 schematic)
YES	NO	8.	Preliminary Right-of-Way Requirements based on the proposed 4-lane Schematic
~~YES~~	~~NO~~	~~9.~~	~~Soil Core Hole Drilling~~
~~YES~~	~~NO~~		~~a. Pavement~~
~~YES~~	~~NO~~		~~b. Retaining Walls~~
~~YES~~	~~NO~~		~~c. Miscellaneous Structures~~
~~YES~~	~~NO~~		~~d. Bridges~~
~~YES~~	~~NO~~		~~E. Levees~~
YES	NO	10.	Obtain existing facility information. Coordinate and meet with following entities to obtain readily available information/documents illustrating topo or existing improvments: TxDOT, Cities, County, HCDD#1, IBWC, Irrigation Districts, and Utility Companies.
YES	NO		11. Schematic Layout (Revisions to Existing Schematic – Modify for 4-Lane Facility from McColl Road to Dicker Road and revise schematic as per Route Study from Dicker Rd to US 281) a. Layout shall include the location of interchanges, main lanes, grade separations, frontage roads and ramps. b. Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.

c. For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown. All signing shall be in conformance with the Texas MUTCD.

d. The tentative ROW limits.
   1. Provide preliminary earthwork cross sections to verify ROW requirements utilizing GEOPAK.
   2. Provide a graphics file containing the approved schematic.

e. Layout shall include the geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, bridges, and cross roads.

f. Indicate the current and projected traffic volumes as provided by the HCRMA (20 year traffic projection, unless otherwise determined by the District Engineer).

g. The control of access lines shall be shown on the proposed schematic.

h. Direction of traffic flow on all roadways.

i. Layout shall include the geometric of speed change (acceleration, deceleration, climbing) lanes.

j. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above and in the TxDOT's checklist for schematic layout.

k. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing.

12. Agreements and Permits

~~YES~~ ~~NO~~ ~~a. Compensable Utility Agreements and exhibits for Utility Agreements~~

~~NO~~ ~~NO~~ ~~b. Railroad Agreements~~

~~c. Railroad Exhibits~~

~~N/A~~ ~~N/A~~ ~~1. Railroad Underpasses~~

~~N/A~~ ~~N/A~~ ~~2. Railroad Overpasses~~

~~N/A~~ ~~N/A~~ ~~3. Railroad Grade Crossing (Re-planking)~~

~~N/A~~ ~~N/A~~ ~~4. Railroad Grade Crossing Warning Systems (Signals)~~

~~N/A~~ ~~N/A~~ ~~5. Other Miscellaneous Sketches for Railroads~~

~~YES~~ ~~NO~~ ~~d. Traffic Signal Agreements (Pending warrant analysis) and required exhibits.~~

YES NO e. IBWC Coordination

Due to the associated impacts of the floodway levee the Engineer shall be responsible for the preparation/packaging of a hydraulic report with associated hydraulic model for submission to the USIBWC for preliminary approval. The License Agreement is not part of this work order since all necessary documents required for agreement are not part of this work order.

The package should include:

1. The hydraulic model, with proposed floodway impacts due to the proposed bridge structure and the Levee relocations provided by the engineer
2. ~~THC Concurrence letter from HCRMA~~
3. ~~USFW Concurrence letter from HCRMA~~
4. ~~US Army Corp of Engineers concurrence letter from HCRMA~~
5. Scour Analysis provided by the engineer

~~NO~~ ~~YES~~ ~~f. Required Coordination for splitting the project limits (two separate CSJ's)~~

1. ~~Provide all project information to HCMPO for updating the MTP and TIP.~~
2. ~~Provide all project information to the environmental consultant for updating the environmental document.~~

~~YES~~ ~~NO~~ ~~g. Exhibit for airway/highway clearance permits for FAA~~

~~YES~~ ~~NO~~ ~~h. USACE exhibits and permits for structures that impact waters of the US and wetlands. (Fee based on 2 projected impacts)~~

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Task 120)

Services Provided By: Engineer	HCRMA		
		1.	Public Involvement
YES	NO	a.	Technical assistance as requested by PM in the preparation of public meeting(s)/hearing(s), and exhibit preparation.
~~YES~~	~~NO~~	~~b.~~	~~Assist the Environmental Consultant to respond to technical questions received during the Public Meeting/Hearing.~~
YES	YES	c.	Assist the PM in coordinating stakeholder outreach meetings and prepare summaries of said meetings to provide to HCRMA
~~YES~~	~~NO~~	~~d.~~	~~Assist the Environmental Consultant in developing the PowerPoint presentation for the Public Meeting/Hearing.~~
~~YES~~	~~NO~~	~~e.~~	~~Prepare and present the technical presentation portion of the speech.~~
YES	YES	f.	Attend the public meeting and public hearing. PM to handle exhibits and technical presentation.
		~~2.~~	~~Preparation of Environmental Permits, Issues and Commitments~~
~~YES~~	~~NO~~	~~a.~~	~~The Engineer shall develop a plan sheet to be included in the construction plans identifying the Environmental Permits, Issues & Commitments (EPIC) sheet. This plan sheet will be based on the Environmental Document provided by the HCRMA. The permits if required shall be obtained by the HCRMA.~~
~~NO~~	~~YES~~	~~b.~~	~~Preparation & Submittal of Notice of Intent (NOI)~~
~~NO~~	~~YES~~	~~c.~~	~~Preparation & Submittal of Notice of Termination (NOT) upon completion of project~~
~~NO~~	~~NO~~	~~d.~~	~~Section 4(f) evaluation, including developing the avoidance alternatives have not been identified at this point.~~
~~YES~~	~~NO~~	~~e.~~	~~Prepare exhibits on structures that impact Waters of the US and wetlands by minimizing impacts for the further coordination and eventual securing of construction permits from the USACE (Fee based on 2 projected).~~

RIGHT-OF-WAY/UTILITY DATA
(Function Code 130)

Services Provided By: Engineer	HCRMA	
		1. Right-of-Way Map
YES	YES	a. ROW Map submitted by the Surveyor to the HCRMA shall be reviewed by the Engineer on the following items: 1. Correctness of alignment and geometry 2. Correctness of control of access lines as depicted on schematic 3. Coordinate the final centerline alignment adjustment to finalize the ROW map.
~~NO~~	~~YES~~	~~b. Full compliance with ROW Map requirements as specified in TxDOT ROW Manuals.~~
		2. Utility Adjustments (All utilities are Compensable)
YES	YES	a. The Engineer shall prepare an initial coordination letter and a project layout which will be distributed to various utility companies to determine which utilities are in the limits of the project.
YES	YES	b. The Engineer shall attend a Utility Kick-Off meeting with TxDOT, HCRMA and the utility companies.
YES	NO	c. The Engineer shall prepare a Utility Conflict Tracking Matrix table.
YES	YES	d. Upon completion of the preliminary drainage plans and Utility & Drainage (U&D) sheets and Irrigation sheets, the Engineer shall distribute these sheets to the various utility companies and request identification of their lines within the project limits.
YES	YES	e. The Engineer will coordinate with the Surveyor and the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.
YES	YES	f. The Engineer shall coordinate and approve an adjustment plan and preliminary estimates for all utilities impacting the proposed project construction.
~~YES~~	~~NO~~	~~g. The Engineer will be responsible for preparing any and all compensable utility agreements, in compliance with TxDOT requirements, and preparation of the final adjustment letters.~~
~~YES~~	~~NO~~	~~h. A due diligence package will be provided for the HCRMA for their use in processing reimbursements to utility companies.~~
~~YES~~	~~NO~~	~~i. Before a construction contract for the project is let, the Engineer shall provide a utility certification for the HCRMA's signature to TxDOT that all utilities have been adjusted/or a timeline of adjustment.~~
~~YES~~	~~NO~~	~~3. Design of Compensable Utilities~~
		~~a. Irrigation Structures~~
		~~1. Parallel~~
		~~2. Perpendicular Crossings / Siphons~~
		~~3. Irrigation Canals~~
~~N/A~~	~~NO~~	~~b. Various Pipelines~~

FIELD SURVEYING
(Task 150)

Services Provided By: Engineer	HCRMA		
		1.	Field Survey
YES	YES	a.	Coordinate with PMC to obtain DTM data on voids and missing areas
YES	YES	b.	Coordinate with PMC to obtain outfall design surveys
YES	YES	c.	Coordinate with PMC to obtain utility company field ties
YES	YES	d.	Coordinate with PMC and/or Surveyor to provide final alignment for the preparation of the ROW Map
YES	YES	e.	Coordination with PMC and/or Surveyor to tie down geotechnical borings
YES	YES	f.	Coordination with PMC and/or Surveyor to stake centerline of proposed mainlanes

ROADWAY DESIGN
(Task 160)

Services Provided By:
Engineer HCRMA

1. Geometric Design

YES NO a. Horizontal and Vertical Alignment

YES NO b. Geometric Layout for Plan and Profile Sheets

1. Layout shall include the location of interchanges, main lanes, grade separations, frontage roads and ramps.
2. Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
3. Layout shall include the geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, bridges, and cross roads.
4. Direction of traffic flow on all roadways.
5. Layout shall include the geometric of speed change (acceleration, deceleration, climbing) lanes.

YES NO 2. General Guidelines for Project Development

a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. Copies of the four-lane freeway schematic layout shall be submitted through the TxDOT Pharr District office to the Design Division for approval and subsequent coordination with the FHWA. No geometric design is to be performed until the HCRMA and TxDOT have given the engineer written approval of the preliminary schematic layout.
b. All geometric design shall be in conformance with the latest version of the TxDOT's Standard Specification for Construction and Maintenance of Highways, Streets, and Bridges, and the Special Specification and Special Provisions related thereto, and shall conform to the latest edition and revisions of the State's Roadway Design Manual, except where variances are permitted in writing by the HCRMA and TxDOT.
c. Handling of traffic during construction shall be a consideration in the development of preliminary designs.
d. The engineer shall furnish a final cross section plot for the project, which is of utmost importance since it is the basis for contractor payments and construction staking.

YES NO 3. Grading Design

a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
b. Typical Sections
c. Design Cross Sections for roadways and outfalls.
d. Determine Cut and Fill Quantities for roadways and outfalls

4. Pavement Design

YES NO a. Prior to initiating detailed plan preparations for a project, an investigation shall be made to design the proposed pavement structure. TxDOT's computer program "The Flexible Pavement Design System (FPS) will be utilized for this purpose.

Services Provided By:
Engineer HCRMA

~~YES NO~~ b. ~~A typical section for the proposed pavement design of main lanes, ramps, frontage roads and intersecting streets shall include pavement thicknesses as well as pavement cross slopes, lane and shoulder widths, ACP type and Asphalt binder.~~

c. ~~Required geo-technical testing for Subgrade, salvage flexible base, recycle asphalt pavement (RAP).~~

~~YES NO~~ 1. ~~Subgrade: tests will be performed for sulfate content to determine if addition of lime stabilization is a feasible method. If lime stabilization is determined to be a feasible method, a lime series test will be performed to determine the required percentage of lime. Plasticity Index (PI) of the subgrade throughout the project will also be tested to determine it's suitability of usage as embankment.~~

~~YES NO~~ 2. ~~Salvage Flexible Base: Triaxial test will be performed to determine the strength of the salvage base and it's suitability to be used as a part of the proposed pavement.~~

~~YES NO~~ 3. ~~Recycle Asphalt Pavement (RAP): Extraction tests will be performed on existing ACP to determine the asphalt content as well as gradations for the potential use by the contractor in the proposed ACP mix design.~~

~~NO YES~~ d. ~~Traffic Data for Pavement Design~~

~~YES NO~~ e. ~~Basic Pavement Design Criteria~~

~~YES NO~~ f. ~~Life Cycle Cost Analysis (es) for flexible pavement~~

~~YES NO~~ g. ~~Provide a full pavement design report~~

DRAINAGE
(Task 161)

Preliminary hydraulic design of all drainage structures (bridge waterways, culverts, storm sewers, channels) shall be submitted to the HCRMA and TxDOT for review. This preliminary submission shall include the overall drainage plan, structure layout, and hydraulic computations. No detailed design of drainage structures is to be performed, until the HCRMA and TxDOT have given the engineer written approval of the preliminary hydraulic design. All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the HCRMA and TxDOT.

Services Provided By: Engineer	HCRMA		
		1.	Hydrologic Studies, Discharges
YES	NO	a.	Drainage area maps showing existing conditions and proposed drainage structure improvements.
YES	NO	b.	Hydrologic data/discharge determination for existing and proposed
		2.	Hydraulic Drainage Study and Documentation
		a.	Hydraulic computations
YES	NO	1.	Storm water detention available within the ROW
YES	NO	2.	Storm water detention required outside the ROW (as per HCDD#1)
YES	NO	3.	Culverts
YES	NO	4.	Bridge waterways
YES	NO	5.	Channels/Control Structures for Proposed Storm Water increases
YES	NO	6.	Storm sewers/inlets
YES	NO	b.	Federal Emergency Management Agency (FEMA) floodplain coordination requirements
YES	NO	c.	Determine impact of proposed drainage plan on the following receiving stream(s)
		1.	Hidalgo County Drainage District Outfalls
		2.	All Irrigation District Outfalls impacted
		~~3.~~	~~Layout, Structural Design and Detailing of Drainage Features~~
		~~a.~~	~~Culverts~~
~~YES~~	~~NO~~	~~1.~~	~~New culverts~~
~~YES~~	~~NO~~	~~2.~~	~~Culvert widening and/or lengthening~~
~~YES~~	~~NO~~	~~3.~~	~~Culvert replacements~~
		~~b.~~	~~Storm sewers~~
~~YES~~	~~NO~~	~~1.~~	~~New storm sewers~~
~~YES~~	~~NO~~	~~2.~~	~~Modify existing storm sewers~~
~~YES~~	~~NO~~	~~3.~~	~~Inlets~~
~~YES~~	~~NO~~	~~4.~~	~~Manholes~~
~~YES~~	~~NO~~	~~5.~~	~~Trunk lines~~
~~YES~~	~~NO~~	~~c.~~	~~Levees~~
~~YES~~	~~NO~~	~~d.~~	~~Retaining Wall drainage~~
~~YES~~	~~NO~~	~~e.~~	~~Outfall channel(s) within the ROW~~
~~YES~~	~~NO~~	~~f.~~	~~Outfall channel(s) outside the ROW~~
~~YES~~	~~NO~~	~~g.~~	~~Detention Pond(s) within the ROW (as needed)~~
~~YES~~	~~NO~~	~~h.~~	~~Detention Pond(s) outside the ROW (as needed)~~
~~YES~~	~~NO~~	~~i.~~	~~Summary of Quantities~~
~~YES~~	~~NO~~	~~4.~~	~~Storm Water Pollution Prevention Plan (SW3P)~~
YES	NO	5.	Scour Evaluation and floodway hydraulic modeling and report for TCC impacts on the IBWC floodway.
		a.	Soil Properties of Floodway - D50 & D90 Sieve Analysis.

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION
(Task 162)

Services Provided By: Engineer	HCRMA		
YES	NO	1.	Preliminary Signing and Pavement Markings (Conducted at the Schematic Level)

The schematic layout in addition to the roadway related features will show:

a. The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
b. The projected traffic volumes as provided by the HCRMA (20 year traffic projection)
c. Proposed ROW lines
d. Arrows with direction of traffic flow on all roadways
e. Location of Large Ground Mounted Signs and their message
f. Location of Large Bridge Mounted Signs and their message
g. Location of Trailblazer Signs (type D) and their message

~~YES NO 2. Signing and Pavement Markings Layouts (Conducted at the PS&E Level & Individual sheets for Signing and Pavement Markings are Anticipated to be Required)~~

~~YES NO a. Boring Logs needed for design of sign foundations~~

~~YES NO b. General Requirements~~

- ~~Prepare General Notes for Signing and Pavement Markings~~
- ~~Prepare governing specifications and provisions~~
- ~~Prepare Cost Estimate~~
- ~~Select TxDOT standard sheets~~

~~c. Signing and Pavement Markings Layouts (1"=100' scale)~~

- ~~Legend with symbols~~
- ~~Center line with station numbering~~
- ~~ROW lines~~
- ~~Culverts and other structures that present a hazard to traffic~~
- ~~Location of utilities, if not shown on plan and profile~~
- ~~Existing signs to remain, to be removed, to be relocated~~
- ~~Proposed small signs (illustrated and numbered)~~
- ~~Proposed Large ground mounted signs indicating location by plan layout~~
- ~~Proposed large overhead mounted signs indicating location by plan layout~~
- ~~Proposed pavement markings (illustrated and quantified)~~
- ~~Quantities of existing pavement markings to be removed~~
- ~~Proposed delineators and object markers~~
- ~~Quantities table with each pavement marking type quantified~~

~~YES NO d. Summary of Small Signs Tabulation Sheets~~

~~YES NO e. Summary of Large Signs Tabulation Sheets (includes all Guide Signs)~~

~~YES NO f. Sign Panel Detail Sheets~~

- ~~All signs not covered by the Texas MUTCD~~
- ~~Design details for large guide signs~~
- ~~Dimensions of letters, shields, borders, corner radii etc.~~
- ~~Designation of shields attached to guide signs~~
- ~~Designation of arrow used on exit direction signs~~

Services Provided By:
Engineer HCRMA

~~YES NO g. Proposed Overhead Sign Bridge Design (O.S.B.). Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures. Proposed O.S.B. elevation Sheets will show at a minimum the following: (Note: No walkways or sign lights will be used, since all sign panels will have high intensity reflective sheeting)~~

- ~~Span length~~
- ~~Tower Height~~
- ~~Drill Shaft size and top elevation~~
- ~~Soil strength used for design {indicate basis and boring(s) used}~~
- ~~Reference appropriate O.S.B. standard~~
- ~~Center line of truss elevation~~
- ~~Bottom of base plate elevation~~
- ~~Leg spacing~~
- ~~Design wind speed~~

~~3. Conduct Traffic Signal Warrant Studies (Conducted at the Schematic Level)~~

~~YES NO a. Location Map: Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators~~
~~YES NO b. Photographs in the vicinity of the signal under consideration~~
~~NO YES c. Accident data for the past four years at the proposed interchange locations~~
~~d. Vehicle volumes~~
~~YES NO Existing~~
~~NO YES Estimated~~
~~NO YES Projected~~
~~NO NO Pedestrian~~
~~YES NO e. Warrant Analysis and Assessment~~
~~YES NO f. Recommendations~~

~~YES NO 4. Traffic Signal Design (Conducted at the PS&E Level)~~

~~a. General Requirements~~

- ~~Contact Local Utility Company, conduct joint field investigation, determine service drop locations, determine need for adjustment of overhead utility lines~~
- ~~Prepare General Notes for Traffic signal installation~~
- ~~Prepare governing specifications and provisions~~
- ~~Prepare Cost Estimate for Traffic signal installation~~
- ~~Select TxDOT standard sheets~~

~~b. Basis of estimate sheet (list of materials)~~
~~c. General notes sheet~~
~~d. Condition diagram~~

- ~~Existing intersection design features~~
- ~~Adjacent Roadside development~~
- ~~Existing traffic control including illumination~~

~~e. Proposed Signal Plan Layouts~~

- ~~Existing traffic control devices that will remain (signs and markings)~~
- ~~Existing utilities~~
- ~~Proposed highway improvements~~

- ~~Proposed installation~~
- ~~Proposed additional traffic controls devices (signs and markings)~~
- ~~Proposed illumination attached to signal poles~~
- ~~Proposed controller and foundation~~
- ~~Proposed service drop~~
- ~~Loop detector locations and connections~~
- ~~Proposed signal head orientation~~
- ~~Intersection signing, pavement markings and wheel chair ramps~~

~~f. Signal Phasing and Timing~~

- ~~Phase sequence diagram~~
- ~~Interval timing, cycle length and offsets~~

~~g. Electrical Schedule Table~~

- ~~Wire and conduit sizes by cable run~~
- ~~Quantities by cable run~~
- ~~Loop detector cables~~
- ~~Signal cables~~
- ~~Pedestrian cables~~
- ~~Safety lighting cables~~

~~h. TxDOT Standard Sheets~~

- ~~Signal Pole Details~~
- ~~Loop Detector details~~
- ~~Pull Box and conduit details~~
- ~~Controller Foundation details~~
- ~~Signal Pole foundation details and quantities~~
- ~~Mast Arm details and quantities~~
- ~~Traffic control for installation of traffic signals~~

MISCELLANEOUS (ROADWAY)
(Task 163)

Services Provided By: Engineer	HCRMA		
~~YES~~	~~NO~~	1.	~~Preliminary Roadway Illumination Requirements (Conducted at the schematic level)~~
		a.	~~Determine Safety Lighting Requirements:~~
			~~1. At Entrance Ramps (merging areas)~~
			~~2. At Exit Ramps (diverging areas)~~
			~~3. At Overpasses (Underpass Lighting)~~
			~~4. At Critical Locations where safety is an issue~~
		b.	~~Calculate Preliminary Quantities and Cost Estimate for Roadway Illumination~~
~~YES~~	~~NO~~	2.	~~Final Roadway Illumination Design (Conducted at the PS&E Level) (Safety Lighting)~~
~~YES~~	~~NO~~	a.	~~Geotechnical Report with Boring Logs required for foundation design~~
~~YES~~	~~NO~~	b.	~~General Requirements~~
			~~1. Develop wiring connections~~
			~~2. Calculate voltage drops~~
			~~3. Contact Local Utility Company, conduct joint field investigation, determine power requirements and sources for each circuit~~
			~~4. Prepare General Notes for Roadway Illumination~~
			~~5. Prepare governing specifications and provisions~~
			~~6. Prepare Cost Estimate for Roadway Illumination~~
			~~7. Select TxDOT standard sheets~~
~~YES~~	~~NO~~	c.	~~Safety Roadway Illumination layouts (1"=100' scale) showing:~~
			~~1. Pavement edges, shoulders, curbs, retaining walls, etc.~~
			~~2. Center line with station numbering.~~
			~~3. ROW lines.~~
			~~4. Symbol legend. Use TxDOT standard symbols for lighting and electrical design.~~
			~~5. Culverts and other structures that present a hazard to traffic.~~
			~~6. Location of underground utilities, if not shown on plan profile.~~
			~~7. Location of overhead electrical lines, both crossing and parallel to ROW.~~
			~~8. Existing lighting equipment to remain, to be removed, to be relocated.~~
			~~9. Location of proposed roadway lighting equipment.~~
			~~10. Lighting Equipment Table showing, station and offset of proposed lighting fixtures, light intensity, lighting pattern.~~
			~~11. Lighting Quantities Table~~
~~YES~~	~~NO~~	d.	~~Circuit Diagrams, showing:~~
			~~1. Service drop details~~
			~~2. Control panel details~~
			~~3. Lighting equipment~~
			~~4. Wiring connections~~
			~~5. Proposed conductor sizes and lengths~~
			~~6. Proposed conduits~~
			~~7. Proposed Ground Boxes~~
~~YES~~	~~NO~~	e.	~~Continuous Illumination and/or high-mast~~
~~YES~~	~~NO~~	f.	~~Quantities Summary Table~~
~~YES~~	~~NO~~	g.	~~Electrical Service Summary Sheet~~
~~NO~~	~~NO~~	h.	~~Continuous Illumination Design~~
~~YES~~	~~NO~~	i.	~~Continuous Illumination Design Study~~
		3.	~~Retaining Walls~~
		a.	~~Structural Details~~
~~NO~~	~~NO~~		~~1. Cast-in-Place Cantilever.~~
~~NO~~	~~NO~~		~~2. Tieback Retaining Wall.~~
~~NO~~	~~NO~~		~~3. Specialized Retaining Wall.~~

Services Provided By:
Engineer HCRMA

~~b. Alternate Patented Retaining Walls at all locations. (Layouts Only)~~
~~YES NO 1. Mechanically Stabilized Earth~~
~~NO NO 2. Concrete Block Wall Systems~~

~~YES NO c. Retaining Wall Layout (PLAN)~~
~~1. Designation of reference line~~
~~2. Beginning and ending retaining wall stations~~
~~3. Station of each retaining wall joint (if necessary based on wall type)~~
~~4. Offset from reference line~~
~~5. Horizontal curve data~~
~~6. Number of retaining wall panels and lengths (if necessary based on wall type)~~
~~7. Total length of wall~~
~~8. Indicate face of wall~~
~~9. All wall dimensions and alignment relations (alignment data as necessary)~~
~~10. Soil core hole locations~~
~~YES NO d. Retaining Wall Layout (ELEVATION)~~
~~1. Top of wall elevations at each joint or intervals~~
~~2. Existing and finished ground line elevations~~
~~3. Height of stem at each joint (if necessary based on wall type)~~
~~4. Wall panel designations (if necessary based on wall type)~~
~~5. Top of footing elevations (if necessary based on wall type)~~
~~6. Limits of measurement for payment~~
~~7. Type, limits and anchorage details of railing (If applicable)~~
~~8. Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.~~
~~YES NO e. Foundation Studies. The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments.~~
~~YES NO f. Slope Stability Analysis.~~
~~YES NO g. Embankment Foundation Stability Analysis~~
~~YES NO h. Embankment Settlement Analysis~~
~~YES NO i. Estimate~~
~~YES NO j. Summary of Quantities~~
~~YES NO k. Typical cross section.~~
~~YES NO l. General Guidelines for Retaining Walls~~
~~1. The engineer shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation.~~
~~2. The ground water level should be observed at the water strike.~~
~~3. For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.~~

YES NO 4. Traffic Control Plan, Detours and Sequence of Construction

Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:

~~a. General Notes indicating the requirement and sequence of construction phasing.~~
b. The sequence of construction and method of handling traffic during each phase.

Services Provided By:
Engineer HCRMA

c. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.

d. The proposed traffic control devices (stop signs, signals, flagging, etc.) at grade intersections during each construction sequence.

e. Where detours are provided, a plan view and typical sections shall be shown.

5. Miscellaneous Drafting/Standards

YES NO a. Erosion Control

YES YES b. Hardscape Development (Aesthetics for concrete structures – form liners at bridge, caps columns bents and retaining walls

YES NO 6. Compute and Tabulate Quantities

YES NO 7. Specifications, Special Provisions, Special Specifications

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

YES YES 8. Tolling Infrastructure

a. From the Preliminary Tolling Gantry locations identified by the HCRMA prepare plans that identify conduit layouts and pull boxes with respect to the pavement sections, ditch cross sections, and right of way lines. The conduit layouts within the pavement structure shall be shown to be placed within a concrete pavement section. All other Tolling appurtenances (Supports, foundations, wiring, cameras, etc.) will be provided by HCRMA.

BRIDGE DESIGN
(Task 170)

Services Provided By: Engineer	Services Provided By: HCRMA		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structures	
YES	NO	1. Underpass	0
YES	NO	2. Overpasses (10th St., Jackson Rd, I Rd US 281, Dicker Rd, US 281#2)	10
N/A	N/A	3. Main Lanes	0
N/A	N/A	4. Direct Connector(s)	0
N/A	N/A	5. Ramp Bridge(s)	0
YES	NO	6. Waterway Structure(s) (Pharr San Juan Canal)	2
N/A	N/A	7. Pedestrian Structure(s)	0
N/A	N/A	8. Utility Structure(s)	0
N/A	N/A	9. Railroad Underpass (es)	0
N/A	N/A	10. Railroad Overpass (es) (FM 1016/UP, UP)	0
N/A	N/A	11. Bridge Classification Culvert(s)**	0
N/A	N/A	12. Alternate Structural Designs	0
N/A	N/A	13. Alternate Foundation Design	
		Total New Structures =	**12**
		b. Existing Structure(s)	0
NO	NO	1. Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	0
NO	NO	2. Bridge Replacement	0
NO	NO	3. Raising Bridge Elevation	0
NO	NO	4. Bridge Classification Culvert (s) Widening and/or Modification of Existing Structures (s)	0 0
N/A	N/A	5. Railroad Overpass (es)	0
N/A	N/A	6. Railroad Underpass (es)	0
		Total Existing Structures =	**0**

Services Provided By: Engineer	HCRMA		
~~YES~~	~~NO~~	2.	~~Preparation of Bridge Layouts~~ ~~The Engineer will prepare the bridge layouts in compliance with the latest TxDOT Pharr District bridge layout checklist.~~
~~YES~~	~~NO~~	3.	~~Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)~~
~~YES~~	~~NO~~	4.	~~Foundation Studies~~ ~~The minimum number of soil core holes shall be obtained in accordance with Chapter 2, Section 1 of the TxDOT Bridge Geotechnical Manual. Texas Cone Penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (5 foot) intervals.~~
~~YES~~	~~NO~~	5.	~~Bridge Total Quantities and Cost Estimates (each bridge)~~
~~YES~~	~~NO~~	6.	~~Bridge Special Provisions and Specifications (each bridge)~~
~~YES~~	~~NO~~	7.	~~Bearing seat elevations for each girder. Top of cap elevations for non-girder type structures.~~
~~YES~~	~~NO~~	8.	~~General Guidelines for Bridge Design~~ ~~a. The engineer shall prepare a bridge layout of each bridge structure for HCRMA and TxDOT's review and approval. The bridge layout shall be in conformance with the latest TxDOT's requirements.~~ ~~b. The engineer shall make final design calculations and final detail drawings in conformance with the Texas Department of Transportation Bridge Design Manual - LRFD, the current American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications, and the TxDOT Bridge Geotechnical Manual.~~ ~~c. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.~~ ~~d. Standard drawings for beams, girders, railings, riprap, etc., shall be furnished to the engineer upon request. These standards shall not be redrawn by the engineer nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the engineer shall not be identified as standards.~~ ~~e. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the Engineer at no cost to the HCRMA.~~

* Bridge Layouts will be performed in future Work Authorizations to meet TxDOT Pass-Thru Agreements

PROJECT MANAGEMENT
(Task 164)

Services Provided By: Engineer	HCRMA		
YES	YES	1.	Meetings Meetings will be held with the HCRMA, as needed or required by the HCRMA. The engineer shall coordinate through the HCRMA for the development of this project with any local entity having jurisdiction or interest in the project (i.e. HCRMA, county, etc).
YES	YES	2.	Project Manager/Engineer Communication Engineer shall comply with all requirements stated in the Pass-Through Agreement between HCRMA and TxDOT. However no further coordination with TxDOT will be required.
~~YES~~	~~YES~~	~~3.~~	~~Quality Assurance/ Quality Control~~ ~~The Engineer shall perform quality assurance and quality control (QA/QC) on all deliverables associated with this project as follows:~~ ~~a. The Project Manager will continually review the quality, progress and cost of the various tasks assigned to all firms within the team. Quality review will include technical requirements.~~ ~~b. Peer review will be provided at all levels.~~ ~~c. An independent engineer, within the Engineer's firm, will assure that the project constructability requirements (details, specifications, plan notes, etc.) are met.~~
~~YES~~	~~YES~~	~~4.~~	~~Submittals to HCRMA for review and approval~~ ~~a. When 30% and final design is completed the Engineer shall submit all the required design information as specified on the Pass-Through Agreement to HCRMA for review and approval.~~ ~~b. Final documents and information exchange of data, Plan Sheets, General Notes and/or Specifications provided to the HCRMA shall be furnished on a USB flash drives. Each flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation. General Notes and specifications shall be provided in MS Office 2007 Word format or later. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall be provided during review submittals. If required, the engineer shall provide to the HCRMA, an external hard drive that contains all the plan sheets for the project.~~

CONSTRUCTION MANAGEMENT
(Task 320)

Services Provided By: Engineer	HCRMA	
~~NO~~	~~YES~~	~~1. Construction Bidding Assistance~~
		~~After acceptance by HCRMA of the Bidding Documents and upon written authorization by HCRMA to proceed, Engineer shall:~~
		~~a. Assist HCRMA in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any.~~
		~~b. Develop Addenda for HCRMA as appropriate to clarify, correct, or change the Bidding Documents.~~
		~~c. Provide Project design information or assistance needed by HCRMA in the course of the bid submittal with prospective contractors.~~
		~~d. Advise the HCRMA as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.~~
		~~e. Attend the Bid opening, prepare Bid tabulation sheets, and assist HCRMA in evaluating Bids and recommend award of contract.~~
		~~2. Services during Construction~~
		~~Upon successful completion of the Bidding, and upon concurrence from HCRMA, Engineer shall:~~
~~YES~~	~~YES~~	~~a. Pre-Construction Conference. Participate in a Pre-Construction Conference (if required)~~
		~~Prior to commencement of Work at the Site~~
~~YES~~	~~NO~~	~~b. Review and approval of Shop Drawings. Other data which Constructor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods.~~
~~NO~~	~~YES~~	~~c. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.~~
~~YES~~	~~NO~~	~~d. Interpretation of Intent. The Engineer shall provide interpretation and clarification of design intent throughout the construction of the project.~~

PROJECT: SH 365 PS&E (Just east of McColl Road to STA 986+00 to US 281 / Military Road
CLIENT: Hidalgo County RMA
CONTRACT: x
CSJ: x
COUNTY: Hidalgo
S & B JOB NO.: xxx

03/09/12

EXHIBIT "C"
S&B INFRASTRUCTURE, LTD. PROJECTED TEAM FEE ESTIMATE FOR WORK AUTHORIZATION NO. 1

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS										ESTIMATED FEE	TOTALS
					Project Manager	Senior Structural Engineer	Senior Engineer	Project Engineer	Design Engineer	Engineer in Training (EIT)	Engineer Tech	CADD Operator	Admin/Clerical	TOTAL HRS		
	110	ROUTE AND DESIGN STUDIES														
681008		Route Location Studies (Dicker Road to US 281)	S & B	BASIC	4		20	80	80	80		80		264	$34,273.84	
682110		Develop Roadway Design Criteria	S & B	SPECIAL	2									2	$464.72	
681021		Preliminary Cost Estimates	S & B	SPECIAL	4		24		24					52	$7,203.04	
682150		Design Schematic (Mcoll Road to US 281)	S & B	SPECIAL	20		100	300	300	300		300		1,320	$133,319.20	
682160		Preliminary ROW Requirements based on Cross Sections	S & B	SPECIAL	24		80		40	40		40		224	$27,447.44	
682110		Design Concept Conference	S & B	SPECIAL	4		4		4				4	16	$2,195.80	
		Design Concept Conference	DOS	SPECIAL											$3,208.00	
682110		Asssist in preparation and review Design Concept Conference Meeting Notes & DSR	S & B	SPECIAL	2		4		4				4	14	$1,731.08	
		Value Enginnering Study														
682110		Development of project drivers, constraints, decisions and commitments	S & B	SPECIAL	10	10									$3,921.10	
682110		Development of functional areas, brain storming of ideas to be considered	S & B	SPECIAL	10	10									$3,921.10	
682110		Development of advantages and disadvantages for each functional area	S & B	SPECIAL	10	10									$3,921.10	
682110		Presentation of findings and development of report	S & B	SPECIAL	10	10									$3,921.10	
682110		Attendance of Study	UCE	SPECIAL											$7,800.00	
684540		Relocation of Floodway Levee Analysis	S & B	SPECIAL	16		80					40		136	$17,920.56	
		Sub Total (110 - ROUTE AND DESIGN STUDIES)			**116**	**40**	**312**	**380**	**452**	**420**	**0**	**460**	**8**	**2,028**		**$251,248.08**
	120	SOCIAL & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT **General FC 120 Categories**														
682170		Assist PM for 2 Public Meetings	S & B	SPECIAL	36		36							72	$13,592.88	
682170		Attend 2 Public Meetings	S & B	SPECIAL	8		8							16	$3,020.64	
682170		Attend and Assist at stakeholders meetings	S & B	SPECIAL	24		24							48	$9,061.92	
		Sub Total (120 - SOCIAL & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT)			**68**	**0**	**68**	**0**	**0**	**0**	**0**	**0**	**0**	**136**		**$25,675.44**
	130	RIGHT-OF-WAY DATA														
684562		Oversight of subcontractor	S & B	SPECIAL	4		40		120					164	$20,679.84	
682440		Special Utility Details (Water &Sanitary Sewer)	SEA	SPECIAL											$22,922.85	
682530		Utility Adjustments- Evaluate conflicts & preliminary drawings for Agreements (See DOS man-hours for breakdown)	DOS	SPECIAL										0	$89,428.00	
		Sub Total (130 - RIGHT-OF-WAY DATA)			**4**	**0**	**40**	**0**	**120**	**0**	**0**	**0**	**0**	**164**		**$133,030.69**
	161	DRAINAGE														
682310		Drainage Area Maps - determine and calculate Overall and Individual Maps	S & B	BASIC	10		24		40			80		154	$15,626.48	
682310		Hydrologic data/discharge determination Existing and Proposed	S & B	BASIC	4		60		60					124	$16,613.44	
682321		Hydraulic Computations - Storm sewers/inlets/culverts -- Sizing	S & B	BASIC	4		240		240			20		504	$64,958.04	
682321		Hydraulic Reports (Roadway Improvements)	S & B	SPECIAL	2		60		30			16		108	$13,697.40	
682321		FEMA floodway requirements	S & B	BASIC	4		60							64	$9,642.64	
682300		Outfall channel(s) outside ROW - analyze exist. or prop.	S & B	BASIC	2		80		120			120		322	$33,779.52	
682300		Levee Relocations	S & B	SPECIAL	16		160		240			80		496	$60,006.56	
682300		Levee Mitigation	S & B	SPECIAL	12		80		120			80		292	$33,517.92	
682300		Scour Calculation at pilot channel	S & B	SPECIAL	2		40		40					82	$10,920.72	
682300		Bridge Modeling within Floodway	S & B	SPECIAL	48		170	400						618	$85,508.68	
		Hydraulic Reports (Floodway and Levee Relocation)	S & B	SPECIAL	2		60		30			20		112	$13,955.92	
682300		IBWC Coordination	S & B	SPECIAL	16		40		40			40	40	176	$18,966.56	
		Sub Total (161 - DRAINAGE)			**122**	**0**	**1,074**	**400**	**960**	**0**	**0**	**456**	**40**	**3,052**		**$377,193.88**

PROJECT: SH 365 PS&E (Just east of McColl Road to STA 986+00 to US 281 / Military Road
CLIENT: Hidalgo County RMA
CONTRACT: x
CSJ: x
COUNTY: Hidalgo
S & B JOB NO.: xxx

03/09/12

EXHIBIT "C"
S&B INFRASTRUCTURE, LTD. PROJECTED TEAM FEE ESTIMATE FOR WORK AUTHORIZATION NO. 1

ACTIVITY CODE	FUNCTION CODE	DESCRIPTION from Attachment B	FIRM	SERVICE	MAN-HOURS										ESTIMATED FEE	TOTALS
					Project Manager	Senior Structural Engineer	Senior Engineer	Project Engineer	Design Engineer	Engineer in Training (EIT)	Engineer Tech	CADD Operator	Admin/Clerical	TOTAL HRS		
	162	SIGNING, MARKINGS AND SIGNALIZATION														
682260		Signing Layouts	S & B	BASIC	3	5	5	46				36		95	$10,260.43	
		Sub Total (162 - SIGNING, MARKINGS AND SIGNALIZATION)			3	5	5	46	0	0	0	36	0	95		$10,260.43
	163	MISCELLANEOUS ROADWAY														
682250		Traffic Control Plan	S & B	BASIC	3		12		12			35		62	$6,095.93	
682120		Estimates for Utilities	DOS	SPECIAL											$11,324.00	
		Sub Total (163 - MISCELLANEOUS ROADWAY)			3	0	12	0	12	0	0	35	0	62		$17,419.93
	164	GENERAL COORDINATION														
681002		a Project Manager (Proj Coord)(3 HRS/WK)	S & B	SPECIAL	46									46	$10,688.56	
681010		b Project Manager Weekly Meeting (Prog. Rpts)	S & B	SPECIAL	15									15	$3,485.40	
681010		c Proj. Meetings (30%& 100% Submittals)	S & B	SPECIAL	5		5							10	$1,887.90	
681010		Project Meetings and Monthly coordination	DOS	SPECIAL											$10,486.00	
681010		c Prepare Proj. Meetings Notes	S & B	SPECIAL			4						16	20	$1,463.92	
681004		e Project Secretary /CLERICAL (2 hrs/week)	S & B	SPECIAL							64		104	168	$11,316.08	
		Sub Total (164 - GENERAL COORDINATION)			66	0	9	0	0	0	64	0	120	259		$39,327.86
					382	45	1,520	826	1,544	420	64	987	168	5,796		$854,156.31
		LABOR TOTALS														$854,156.31
		Total Hours	MULTIPLIER		382	45	1,520	826	1,544	420	64	987	168	5,796		
		CONTRACT RATES: ($/MAN-HOUR)	2.904496		232.36	159.75	145.22	124.17	116.18	75.52	87.13	64.63	55.19			
		BASE RATES: ($/MAN-HOUR)			80.00	55.00	50.00	42.75	40.00	26.00	30.00	22.25	19.00			
		DIRECT LABOR COSTS			$ 30,560.00	$ 2,475.00	$ 76,000.00	$ 35,311.50	$ 61,760.00	$ 10,920.00	$ 1,920.00	$ 21,960.75	$ 3,192.00			
		Overhead Multiplier			$ 48,691.25	$ 3,943.42	$ 121,090.80	$ 56,261.81	$ 98,402.21	$ 17,398.84	$ 3,059.14	$ 34,990.06	$ 5,085.81			
		Fixed Fee			$ 9,510.15	$ 770.21	$ 23,650.90	$ 10,988.80	$ 19,219.47	$ 3,398.26	$ 597.50	$ 6,834.10	$ 993.34			
		TOTAL			88,761.40	7,188.63	220,741.70	102,562.11	179,381.68	31,717.10	5,576.64	63,784.91	9,271.15			
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)			10%	1%	26%	12%	21%	4%	1%	7%	1%			
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)			7%	1%	26%	14%	27%	7%	1%	17%	3%			
	160	NON LABOR														
52300		FedEx Courier	S & B	SPECIAL											$660.00	
50550		Schematic Plots for Submittal	S & B	SPECIAL											$3,000.00	
50550		Reimbursible Expenses	DOS	SPECIAL											$9,000.00	
50551		Reimbursible Expenses	UCE												$1,300.00	
50550		Mounting of Schematic for Public Hearing	S & B	SPECIAL											$5,000.00	
50550		Outside reproduction Reports	S & B	SPECIAL											$2,500.00	
50550		Newspaper Advertisements for Bidding	S & B	SPECIAL											$0.00	
50550		Posting of Bidding Documents on Website	S & B	SPECIAL											$0.00	
50550		Paper Copies of 30% and 100% Submittals	S & B	SPECIAL											$0.00	
50550		Mylar Plots Outside reproduction (Plan Sets)	S & B	SPECIAL											$0.00	
52400		Travel - Mileage	S & B	SPECIAL		Mileage per trip =	40	Trips =	20		$ 0.510				$408.00	
52400		Travel to District & RMA Office- Mileage	S & B	SPECIAL		Mileage per trip =	40	Trips =	8		$ 0.510				$163.20	
52400		Travel - Lodging	S & B	SPECIAL		Persons =	3	Nights =	4		$ 100.00				$1,200.00	
52200		Travel - Meals	S & B	SPECIAL		Persons =	3	Days =	4		$ -				$0.00	
52400		Travel - Airfare 4 Trips to El Paso	S & B	SPECIAL		Persons =	3	Trips=	4		$ 750.00				$9,000.00	
52400		Travel - Rental Vehicle	S & B	SPECIAL			3	Trips =	4		$ 75.00				$900.00	
		Sub Total (F.C. 160)														$33,131.20
		NON LABOR TOTAL													$33,131.20	
		BASIC SERVICE TOTAL													$ 191,250.32	
		SPECIAL SERVICE TOTAL													$ 694,737.19	
		PROJECT TOTAL														$887,287.51

4/5/2012

SH-365 Trade Corridor Connector
PROJECT MANHOUR COST ESTIMATE

TASK	DL, INC						
A. ENGINEERING FEES	PRINCIPAL $ 249 / hr	PROJ. MANAGER $ 220 / hr.	PROJECT ENGINEER $ 172 / hr.	SENIOR DESIGNER $ 149 / hr	TECH III $ 86 / hr	CLERICAL $ 72 / hr	REIMBURSED COSTS
I. TASKS	$ 249.00	$ 220.00	$ 172.00	$ 149.00	$ 86.00	$ 72.00	
Design Concept Conference	8	8	8		8	1	
Attendance Value Engineering Study							
Technical Assistance in the preparation of Public Meetings/Hearings, and Exhibit Preparation							
Assist the Environmental Consultant to Respond to Tech. Question Receive During the Public Meeting/Hearing							
Coordinate with GEC and Surveyor for Utilities							
Develop Correspondence & Exhibits to Provide to Utility Owners			4	8	40	12	
Coordinate, Meet with TxDOT & Obtain and Review Available Plans for the Area	1		12		12	1	
Coordinate, Meet with IBWC & Obtain and Review Available Plans & Permits for the Area	1		12		12	1	
Coordinate, Meet with Hidalgo County Irrigation District No. 2 & Obtain and Review Available Plans for the Area	1		8	8	16	1	
Coordinate, Meet with Hidalgo County Irrigation District No. 3 & Obtain and Review Available Plans for the Area	1		12	8	16	1	
Coordinate, Meet with AEP & Obtain and Review Available Plans for the Area	1		12		8	1	
Coordinate, Meet with SW Bell & Obtain and Review Available Plans for the Area	1		8		8	1	
Coordinate, Meet with City of McAllen & Obtain and Review Available Plans for the Area	1		4		12	1	
Coordinate, Meet with City of Pharr & Obtain and Review Available Plans for the Area	1		4		12	1	
Coordinate, Meet with City of San Juan & Obtain and Review Available Plans for the Area	1		4		12	1	
Coordinate, Meet with Military Highway Water & Obtain and Review Available Plans for the Area	1		4		8	1	
Coordinate, Meet with HCDD #1 & Obtain and Review Available Plans for the Area	1		8		16	1	
Coordinate, Meet with Gas Providers & Oil & Gas Obtain and Review Available Plans for the Area	1		40		40	1	
Create Existing Utility Layout			40	40	120	1	
Develop Utility Communications Folder for Each Utility.			24		40	48	
Develop additional Layouts of Recently Installed Utilities (Plan & Profiles)							
Prepare Monthly Reports of Progress	6	6	20		6	4	
Participate Utility Coordination Meeting		2	2		12		
Exhibit for Airway/Highway Clearance Permit							
Utility & Irrigation Sheets Design							
Storm Water Pollution Prevention Plan (SW3P)							
Quantity Summary Sheets							
Special Utility Details (Electrical, Gas, Cable, Fiber, etc)							
Exhibit for Utility Agreements (Based on Schematic)							
Preliminary Cost Estimate	4	8	20	20	80	2	
General Notes							
Address review Comments from all Agencies							
Coordinate with Survey Company							
Reimbursable Expenses (Mileage, Printing, etc)							$9,000
TOTAL MAN-HOURS	**30**	**24**	**246**	**84**	**478**	**80**	
TOTAL FEES	**$7,470**	**$5,280**	**$42,312**	**$12,516**	**$41,108**	**$5,760**	**$9,000**
TOTAL COST		**$123,446**					

PROJECT: SH 365

CLIENT: Hidalgo County RMA

Salinas Engineering & Associates -- COST PROPOSAL

FUNCTION CODE & ACTIVITY CODE	DESCRIPTION	FIRM	SERVICE	MAN-HOURS										ESTIMATED FEE	TOTALS
				Project Manager (VIII)	Engineer (V) Structural	Senior Engineer	Env Scientist	Senior Engineer Tech	Enginer Tech	Cost Manager	CADD Operator / Tech (I)	Secretary	TOTAL HRS		
163	**Miscellaneous Technical Activities**														
	Special Utility Details	SEA	SPECIAL	45		30		20	25		90	35	245	$18,560.05	
	Sub Total (F.C. 310 ~ 313)			**45**	**0**	**30**	**0**	**20**	**25**	**0**	**90**	**35**	**245**		**$18,560.05**
	CONSTRUCTION				**0**		**0**	**20**	**25**	**0**	**90**	**35**	**245**		
	PROJECT MANAGEMENT (TOTAL)				**0**		**0**	**0**	**0**	**0**	**0**	**0**	**0**		
	Sub Total Labor (F.C. 110 - 170, 164)			**45**	**0**	**30**	**0**	**20**	**25**	**0**	**90**	**35**	**245**		**$18,560.05**
	Total Hours	MULTIPLIER		45	0	30	0	20	25	0	90	#REF!	#REF!	0	
	CONTRACT RATES: ($/MAN-HOUR)	2.3979		143.87	119.90	119.90	86.32	71.94	62.35	86.06	47.96	33.57			
	BASE RATES: ($/MAN-HOUR)			60.00	50.00	50.00	36.00	30.00	26.00	35.89	20.00	14.00			
	NON LABOR														
52300	Plots	SEA	SPECIAL											$250.00	
50550	Mylar Plots Outside reproduction	SEA	SPECIAL											$75.00	
50550	Copies Color (8.5X11)	SEA	SPECIAL											$125.00	
50550	Copies Colot (11X17)	SEA	SPECIAL											$125.00	
52400	Mileage	SEA	SPECIAL											$787.80	
52400	Complex Traffic Control	SEA	SPECIAL											$3,000.00	
	Sub Total (NON-LABOR)														**$4,362.80**
														NON LABOR TOTAL	**$4,362.80**
														BASIC SERVICE TOTAL	**$ -**
														SPECIAL SERVICE TOTAL	**$18,560.05**
														PROJECT TOTAL	**$22,922.85**

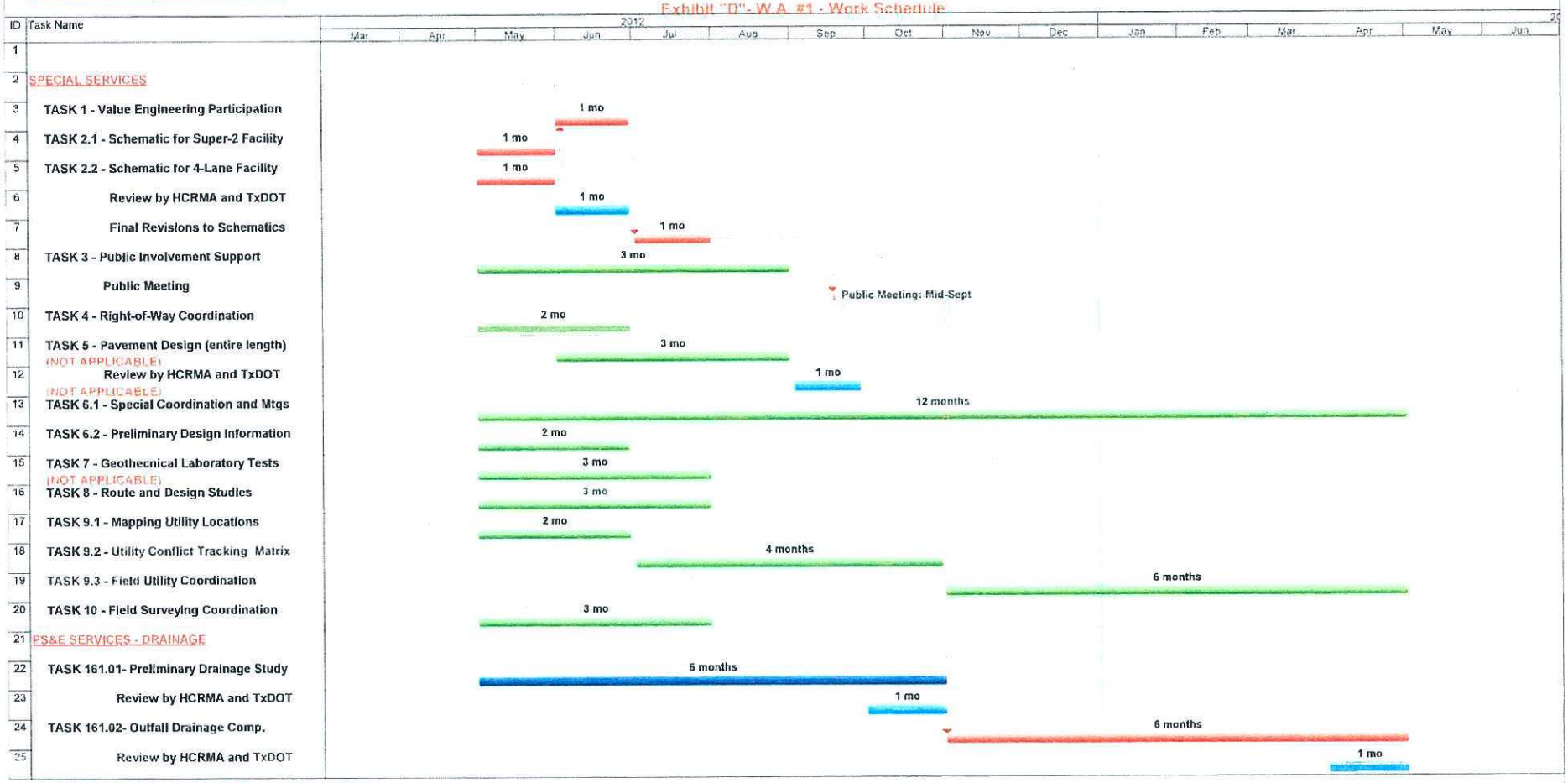
S&B Infrastructure, LTD

SH 365/ Trade Corridor Connector (TCC)

From just east of McColl Rd (Sta.986+00) to US 281/Military Road

Exhibit "D" - W.A. #1 - Work Schedule

HCRMA



Task 5 and Task 7 performed by others.

CRITICAL PATH SPECIAL TASKS PS&E TASK HCRMA/ TxDOT Review

SH365-TCC Att-D Sppl#1 Schedule.mpp

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012-13

AUTHORIZING SCOPE OF SERVICES IN THE AREA OF FINANCIAL IMPACT AND ANALYSIS OF THE TRADE CORRIDOR CONNECTOR AND THE INTERNATIONAL BRIDGE TRADE CORRIDOR WITH FIRST SOUTHWEST COMPANY AND ITS SUBCONTRACTOR, C&M ASSOCIATES, INC.

THIS RESOLUTION is adopted this 28th day of March, 2012 by the Board of Directors 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");

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

WHEREAS, at a regular meeting on April 23, 2009, the Authority selected First Southwest Company as financial advisor and in September of 2009, the Board authorized First Southwest Company to expand its scope of services to include traffic and revenue analysis through a subcontractor; and

WHEREAS, the Board finds it to be in the best interest of the Authority to further examine the financial impacts of its projects, specifically the Trade Corridor Connector and the International Bridge Trade Corridor, in preparation for project financing;

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 the scope of services for traffic and revenue analysis attached hereto as Exhibit A.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 28th day of March, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Joe Daniel Olivarez, Secretary/Treasurer

EXHIBIT A

[Scope of Services]

C&M

C&M Associates, Inc.

Proposal

Tollway Towers North, Suite 870
15770 North Dallas Parkway
Dallas, TX 75248
Tel: 214-245-5300
Fax: 214-889-5049

Shahram Bohluli, Ph.D., P.E.
Vice President
sbohluli@candm-associates.com

Date: March 3, 2012

To: Mr. Lois Jones, P.E.
Vice President
Dannenbaum Engineering

Subject: Hidalgo Loop (IBTC, TCC and Segment D)
Intermediate Level T&R Study

C&M performed an investment grade traffic and revenue study for IBTC and TCC during the period of January to September 2010, and submitted its final draft version of the report on October 29, 2010. For this study, C&M used historical data published in 2009, and collected traffic data in 2008, 2009 and 2010 throughout the study area. Since the completion of the study, certain conditions surrounding the project and certain project details have changed that affect the traffic and revenue forecast. The most important changes are listed below:

1) **Bryan Road Upgrades.** C&M has observed during recent field visits to the project area that Bryan road is being improved as a high-speed limited access highway with overpasses at intersections. Although C&M has assumed in its analysis that Bryan road would have increased capacity and overpasses, the high speed nature of the facility has not been fully reflected in the T&R forecast.

2) **Truck Restrictions.** The T&R study assumed truck restrictions being in place in the roadway network. C&M coordinated with the HCRMA to identify the roadways that would restrict truck usage. The removal of truck restrictions would reduce about 33% of the project's revenue. With this in mind, there are two aspects to consider:

    i) Bryan Road is currently considered as a road with truck restrictions. Considering its upgrade to a high speed road, it is important to confirm that trucks will indeed be excluded from Bryan Road after the Anzalduas Bridge opens to truck traffic in 2015.

    ii) Other roads are need to be confirmed as having truck restrictions, such as: US281 south of US83, SH336 south of US83, FM2557 south of US83, FM907 south of US83, FM493 north of IBTC up to US83 and, FM495 (east-west road).

3) **2010 Census**. At the time of the analysis, the 2010 census had not been published yet. Although early 2010 census population data for Hidalgo County are 2% higher than C&M's assumption, there may have been changes at the census tract level which are now available. More importantly, Mexico also conducted a census in 2010, and Reynosa's population growth has slowed down from 5.6% CAGR in 2000 to 3.6% CAGR in 2010. These numbers however, may mask an even greater slowdown in the last few years due to violence.

4) **Employment.** The Texas work force commission has recently released 4th quarter 2010 employment numbers which can be included in the new study.

5) **Border crossing dynamics**. 2010 truck crossings are available and compare well with C&M's forecast for truck crossings. However, C&M assumed that passenger car traffic at the border, which had been decreasing in the recent years, would rebound by 2011 and grow at a low rate. In 2010,

passenger border crossings at the US-Mexico border have declined by more than 20%. There are a number of variables affecting these numbers simultaneously:

a) **Violence.** There has been recently an unexpected escalation of violence in the border state of Tamaulipas. There is a dramatic increase in the number of murders in Tamaulipas starting in February of 2010. Prior to this increase the monthly average number of murders for the state of Tamaulipas was 7. For the period of February to December of 2010 the monthly average was 110 murders per month. The same figure just for the municipalities that border Hidalgo and Cameron counties was 29 murders per month.

b) **Gas prices**. Gasoline availability and prices were assumed to remain at levels that would not significantly affect traffic. Although gas prices during 2010 did not reach the peak prices observed in 2008 and 2011, gas prices increased about 30% in 2010 when compared to 2009.

c) **Economic recovery**. Both the United States and Mexico have been technically out of recession since June of 2009 and September of 2009, respectively. However the economic recovery has been slower than anticipated.

d) **Other factors**. Other factors that could be affecting border crossings include the strengthening of the peso against the dollar (18% since January 1 of 2009), an increased anti-immigration rhetoric, a decrease in illegal immigration, and a perception of greater immigration enforcement.

6) **New Border Crossings.** The two new crossings at the US-Mexico border, the Anzalduas Bridge and the Alliance International Bridge are now operating. Traffic information for these bridges was not available during the development of the study. C&M is interested in collecting traffic counts and, if warranted, Origin-Destination surveys at the bridges to incorporate in the study.

7) **IBTC – US83 Interchange.** C&M assumed a full T-interchange with all direct connector ramps at IBTC interchange with US83, and a sensitivity analysis of the T&R when a different configuration with a no direct connector ramps available was presented in the T&R Report. The latest available drawing show a Jug-Handle type of interchange at US83, and this new alignment should be incorporated in the study.

8) **Considering Segment D of Hidalgo Loop.** Segment D starting from the connection of IBTC to US83 and terminating in US281 in Edinburg area. Although the initial model covers whole Hidalgo and Cameron Counties, the focus has been the area south of US83. This new scope adds significant modeling and data collection effort to the project including traffic counts, socioeconomic review in TSZ level and updating network inventory.

With this background, C&M believes that there is a need to update its traffic and revenue forecast by considering newly available data and new assumptions based on the available information.

Mr. Lois Jones, P.E.
Vice President
Dannenbaum Engineering

March 3, 2012

SCOPE OF WORK

1. Project Management/Mobilization

Upon receiving the Notice to Proceed, the Project Manager will schedule a project kick-off meeting with key stakeholders for updating, revising and/or defining alternatives, and overall project methodology and data requirements established in this scope of work. Based on this meeting, the Project Manager will revise this scope of work and develop a Project Control Plan, outlining the identified project stakeholders, specific project procedures, project methodology, data collection needs, schedule, and project contact information. Upon identification of project stakeholders, the Project Manager will issue a notice to such stakeholders regarding project commencement and will request assistance in gathering existing data, when applicable.

Deliverable: *Project Control Plan (PCP) within first 1 week following the kick off meeting, Progress reports and meeting minutes, when applicable.*

2. Existing Information

a. Bridge information update
b. Socioeconomic information update
c. Other project related information update

3. Field Work and Surveys

a. Traffic counts at Anzalduas and Donna Bridges
b. Traffic counts around segment D
c. Speed and delay survey
d. Passenger car and truck O-D surveys
e. Survey data analysis

4. Socioeconomic Analysis

a. Update of historical socioeconomic data with newly available data
b. Review/revise of socioeconomic forecasts

5. Travel Demand Model Update

a. Review/revise of four step travel demand modeling based on new information
b. Review/revise external trip tables based new border crossing information
c. Review/revise model calibration and validation
d. Extending detail level of corridor analysis around segment D. Developing screen lines north of US83 to cover calibration of Segment D corridor.

6. Opening Year Traffic

a. *Opening Year Trip Tables:* Preparation of opening -year trip tables that include diverted traffic (toll diversion model), induced traffic (trips not present at the time), and traffic generated from special generators.
b. *AADT Traffic Estimates:* C&M will utilize the base travel demand model to forecast AADT values for each vehicle class. Based on characteristics compiled in Tasks 2.2 and 2.3, C&M may develop day of the week estimates in addition to seasonal estimates.

7. Future Year Forecast

a. Update network based on potentially revised proposed improvements
b. Review/revise toll rates and toll gantry locations according to new updates
c. Toll traffic assignment runs for different scenarios
d. *Ramp-Up Period:* The opening year estimated traffic will be adjusted to account for project ramp-up based on toll operation characteristics such as electronic-toll-collection market penetration and other factors characteristic of start-up projects and/or characteristic to the area.
e. *Future years forecast:* Based on the opening year and future networks and trip tables, the traffic will be forecasted for two future years after opening year estimated by the developed travel demand model.

8. Sensitivity/Scenario Analyses

Scenario analysis: Based on previously defined set of alternatives additional scenario will be defined by C&M after consultation with stakeholders. These scenarios may vary key parameters such as socioeconomic data assumptions, road network improvements or the introduction of other competitive modes, different tolling schemes or systems, timing of the construction and roadway opening. For the preferred scenarios, C&M will establish a framework to test sensitivities of model outputs to variations in toll (revenue-maximizing toll rates).

9. Traffic and Revenue Forecast

Base case traffic and revenue forecast: Develop annual traffic estimates for the opening year and anticipated future years of the concession. The traffic projection will be adjusted to reflect variations within the week (weekday vs. weekend), seasonal monthly variations, and holidays and school vacations. Using this information, annual revenues will be calculated for the opening and future years.

10. Documentation

C&M will report its findings for this study in accordance with the following tasks:

a. *Preparation of Draft Report:* A Draft Report will be prepared to document assumptions, inputs, findings, and results. The Draft Report will be delivered for review by Client staff.
b. *Final Report:* C&M will evaluate and respond to comments received during the review period. Accordingly, C&M will revise the draft report, to address the comments received during this period.

Deliverables: *Draft Report of Traffic and Revenue Study*
Final Report of Traffic and Revenue Study

Mr. Lois Jones, P.E.
Vice President
Dannenbaum Engineering

March 3, 2012

SCHEDULE AND FEES

Schedule

C&M is readily available to start work. As shown in this figure, C&M is able to submit the Draft report for comment by 20 weeks after receiving Notice to Proceed (NTP).

Task	Description	wk1	wk2	wk3	wk4	wk5	wk6	wk7	wk8	wk9	wk10	wk11	wk12	wk13	wk14	wk15	wk16	wk17	wk18	wk19	wk20
1	Project Management																				
2	Existing Information Update																				
3	Field Work and Surveys																				
4	Socioeconomics Update																				
5	Travel Demand Model Update																				
6	Opening year traffic modeling																				
7	Future year traffic modeling																				
8	Sensitivity/Scenario Analysis																				
9	Traffic and Revenue Forecast																				
10	Documentation																				

Fees

A table presenting the fee for this update, inclusive of all direct costs is presented next. All traffic data collection, including data processing is scheduled to conclude by 20 weeks after NTP.

LABOR			
Task 1	Project Management		$9,115
Task 2	Existing Information Update		$14,608
Task 3	Field Work and Surveys		$21,346
Task 4	Socioeconomics Update		$21,346
Task 5	Travel Demand Model Update		$42,692
Task 6	Opening year traffic modeling		$17,977
Task 7	Future year traffic modeling		$17,977
Task 8	Sensitivity Analysis		$21,346
Task 9	Traffic and Revenue Forecast		$21,346
Task 10	Documentation		$21,923
Total Labor			$209,677
DIRECT EXPENSES *			
C&M Associates			
Travel		$1,000	
Total C&M		$1,000	**$1,000**
Sub consultants			
Filed Work and Surveys			
Data Collection		$40,000	
Socioeconomic update		$20,000	
Total Field Work			**$60,000**
Total Expenses (includes sub consultants)			**$61,000**
Total Cost for Project			**$270,677**

*Direct expenses are estimates. Client will be billed at actual cost.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012-14

APPROVING THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY INVESTMENT POLICY AND DESIGNATING AN INVESTMENT OFFICER

THIS RESOLUTION is adopted this 16th day of May, 2012 by the Board of Directors 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");

WHEREAS, the Board of Directors of the Authority has been constituted in accordance with the Act;

WHEREAS, the prudent and legally permissible management and investment of Authority funds is the responsibility of the Board of Directors and its designees;

WHEREAS, the Authority's Finance Committee and consultants have developed the Investment Policy, attached hereto as Exhibit A, to meet the obligations of the Board of Directors and to ensure that Authority funds are invested effectively and wisely;

WHEREAS, the Authority initially adopted the Investment Policy at a regularly scheduled meeting on April 10, 2008 reviewed and later revised the policy on November 23, 2010;

WHEREAS, the Authority's Financial Advisors have again reviewed the Investment Policy;

WHEREAS, the Board finds it to be in the Authority's best interest to approve the Investment Policy to meet the needs of the Authority; and

WHEREAS, the Investment Policy requires that the Board approve the designation of the Authority's Investment Officer, to wit;

> ***Delegation of Authority***—*Authority to manage the investment program is granted to a designated official as appointed by the Board, hereinafter referred to as "investment officer", and derived from the following: Texas Public Fund Investment Act. Responsibility for the operation of the investment program is hereby delegated to the investment officer, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by*

the investment officer. The investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

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 the Investment Policy attached hereto as Exhibit A.

Section 3. The Investment Policy may be amended from time-to-time in accordance with the procedures set forth in the Authority's Bylaws.

Section 4. The Board hereby approves the designation of Pilar Rodriguez to serve as the investment Officer pursuant to the Investment Policy, such person to be trained by the State of Texas and otherwise meeting the qualifications of an investment officer.

Section 5. The Board approves the oversight of the Investment Officer by the Finance Committee and the Authority's financial advisor.

Section 6. The Board agrees to revisit the Investment Policy and designated Investment Officer on an annual basis to ensure that such policy continues to meet the needs of the Authority.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 16th day of May, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Joe Daniel Olivarez, Secretary/Treasurer

EXHIBIT A

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

INVESTMENT POLICY

ADOPTED May 16, 2012

Investment Policy

I. Scope

This policy applies to the investment of short-term operating funds and proceeds from certain bond issues. Longer-term funds, including investments of employees' investment retirement funds, are covered by a separate policy.

1. **Pooling of Funds** Except for cash in certain restricted and special funds, Hidalgo County Regional Mobility Authority (RMA) will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

II. General Objectives

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

1. **Safety** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

    a. **Credit Risk** Hidalgo County RMA will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:
        - Limiting investments to the safest types of securities and the highest credit quality investment counterparts
        - Qualifying the financial institutions, broker/dealers, intermediaries, counterparties, investment agreement providers, and investment advisers with which Hidalgo County RMA will do business
        - Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

    b. **Interest Rate Risk** Hidalgo County RMA will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:
        - Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity (matching cash flow requirement with investment cash flow)
        - Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools.

2. **Liquidity** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). A portion of the portfolio also may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds. Investment agreements that provide cash flow flexibility may also be used.

3. **Yield** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of subordinated importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:
    - A security with declining credit may be sold early to minimize loss of principal.
    - A security swap would improve the quality, yield, or target duration in the portfolio.
    - Liquidity needs of the portfolio require that the security be sold.

III. Standards of Care

1. **Prudence** The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

   Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

2. **Ethics and Conflicts of Interest** Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the

performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of Hidalgo County RMA.

3. **Delegation of Authority** Authority to manage the investment program is granted to a designated official as appointed by the Board, hereinafter referred to as "investment officer", and derived from the following: Texas Public Fund Investment Act. Responsibility for the operation of the investment program is hereby delegated to the investment officer, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository investment agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officer. The investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

IV. Financial Dealers and Institutions

1. **Authorized Financial Dealers and Institutions** A list will be maintained of financial institutions authorized to provide investment services. In addition, a list also will be maintained of approved security broker/dealers selected by creditworthiness (e.g., a minimum capital requirement of $10,000,000 and at least five years of operation). These may include, but are not limited to, "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

   All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

   - Audited financial statements
   - Proof of National Association of Securities Dealers (NASD) certification, as appropriate
   - Proof of state registration, as appropriate
   - Completed broker/dealer questionnaire, as appropriate
   - Certification of having read and understood the Hidalgo County RMA investment policy.

   An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the investment officer.

   From time to time, the investment officer may choose to invest in instruments offered by minority and community financial institutions. In such situations, a waiver to the criteria under Paragraph 1 may be granted. All terms and relationships will be fully disclosed prior to purchase and will be reported to the appropriate entity on a consistent basis and

should be consistent with state or local law. These types of investment purchases should be approved by the appropriate legislative or governing body in advance.

2. **Internal Controls** The investment officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of Hidalgo County RMA are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

   Accordingly, the investment officer shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

   - Control of collusion
   - Separation of transaction authority from accounting and recordkeeping
   - Custodial safekeeping
   - Avoidance of physical delivery securities
   - Clear delegation of authority to subordinate staff members
   - Written confirmation of transactions for investments and wire transfers
   - Development of a wire transfer agreement with the lead bank and third-party custodian

3. **Delivery vs. Payment** All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities will be held by a third-party custodian as evidenced by safekeeping receipts.

V. Suitable and Authorized Investments

In accordance with authorizing Federal and State laws, the Trust Agreements, the Authority's depository contract, and appropriate approved collateral provisions, and in furtherance of the Investment Strategy Statement attached hereto, the Authority may utilize the following investments for the investment of the Authority's funds:

Obligations of or Guaranteed by Governmental Entities

(a) Obligations of the United States or its agencies and instrumentalities.

(b) Direct obligations of the State of Texas or its agencies and Instrumentalities.

(c) Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities.

(d) Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.

(e) Certificates of Deposit and Share Certificates

A certificate of deposit, or share certificate meeting the requirements of the Act that are issued by or through a depository institution that either has its main office, or a branch in the State of Texas that is (1) guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor or the National Credit Union Share Insurance Fund or its successor; (2) secured by obligations described in clauses (a)-(e) above, including mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage-backed securities listed in Section 16.0; or (3) secured in any other manner and amount provided by law for deposits of the Authority.

(f) Repurchase Agreements

A fully collateralized repurchase agreement that (1) has a defined termination date; (2) is secured by obligations described in clause (a) above; (3) requires the securities being purchased by the Authority to be pledged to the Authority, held in the Authority's name, and deposited at the time the investment is made with the Authority or with a third party selected and approved by the Authority; and (4) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State of Texas. "Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations described in clause (a) above, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and reverse security repurchase agreement.

Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 180 days after the date the reverse security repurchase agreement is delivered. Money received by the Authority under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement. The Authority requires the execution of a Master Repurchase Agreement in substantially the form as may be prescribed by The Bond Market Association.

(g) Banker's Acceptance

A Bankers' acceptance that (1) has a stated maturity of 270 days or fewer from the date of its issuance; (2) will be, in accordance with its terms, liquidated in full at maturity; (3) is eligible for collateral for borrowing from a Federal Reserve Bank; and (4) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating of at least one nationally recognized credit rating agency. Such transactions shall not exceed 5% of the total Authority's Investment Portfolio, and all such endorsing banks shall come only from a list of entities that are constantly monitored as to financial solvency.

(h) Commercial Paper

Commercial Paper that (1) has a stated maturity of 270 days or fewer from the date of its issuance; and (2) is rated not less than A-1 or P-1 or an equivalent rating by at least (A) two nationally recognized credit rating agencies or (B) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any State. Such transactions shall not exceed 25% of the total Authority's Investment Portfolio with no more than 5% in any one issuer or its subsidiaries.

(i) Mutual Funds

A no-load money market mutual fund that (1) is registered with and regulated by the Securities and Exchange Commission; (2) provides the Authority with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940; (3) has a dollar-weighted average stated maturity of 90 days or fewer; and (4) includes in its investment objectives the maintenance of a stable net asset value of $1 for each share.

A no-load mutual fund that (1) is registered with the Securities and Exchange Commission; (2) has an average weighted maturity of less than two years; (3) is invested exclusively in obligations described in this Section 14.0; (4) is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and (5) conforms to the requirements set forth in Sections 2256.016(b) and (c) of the Act, relating to the eligibility of investment pools to receive and invest funds of investing entities.

The Authority is not authorized to (1) invest in the aggregate more than 15% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in the immediately preceding paragraph; (2) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in the immediately preceding paragraph; or (3) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in either paragraph above in an amount that exceeds 10% of the total assets of the mutual fund. In addition, the total assets invested in any single mutual fund may not exceed 5% of the Authority's average fund balance, excluding bond proceeds and reserves and other funds held for debt service.

With regard to Money Market Mutual Funds, the Authority is not authorized to invest its funds in any one money market mutual fund in an amount that exceeds 5% of the total assets of the money market mutual fund.

(j) Investment Pools

The Authority may invest its funds and funds under its control through an eligible investment pool if the Board of Directors by official action authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by the Act. The Authority may invest its funds through an eligible investment pool if the pool provides to the Investment Officer an offering circular or other similar disclosure document that contains, at a minimum, the following information:

(1) The types of investments in which money is allowed to be invested.

(2) The maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool.

(3) The maximum stated maturity date any investment security within the portfolio has.

(4) The objectives of the pool.

(5) The size of the pool.

(6) The names of the members of the advisory board of the pool and the dates their terms expire.

(7) The custodian bank that will safe keep the pool's assets.

(8) Whether the intent of the pool is to maintain a net asset value of $1 and the risk of market price fluctuation.

(9) Whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment.

(10) The name and address of the independent auditor of the pool.

(11) The requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool.

(12) The performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

To maintain eligibility to receive funds from and invest funds on behalf of the Authority, an investment pool must be continuously rated no lower than AAA, AAA-m, and AAA-f or at an equivalent rating of at least one nationally recognized rating service and must furnish to the Investment Officer: (i) Investment transaction confirmations and (ii) A monthly report that contains, at a minimum, the following information:

(1) The types and percentage breakdown of securities in which the pool has invested.

(2) The current average dollar-weighted maturity, based on the stated maturity date of the pool.

(3) The current percentage of the pool’s portfolio in investments that have stated maturities of more than one year.

(4) The book value versus the market vale of the pool’s portfolio, using amortized cost valuation.

(5) The size of the pool.

(6) The number of participants in the pool.

(7) The custodian bank that is safekeeping the assets of the pool.

(8) A listing of daily transaction activity of the Authority in the pool.

(9) The yield and expense ratio of the pool.

(10) The portfolio managers of the pool.

(11) Any changes or addenda to the offering circular.

The Authority by contract may delegate to an investment pool the Authority to hold legal title as custodian of investments purchased with its local funds.

For purposes of investment in an investment pool, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the *Investment Company Act of 1940*, as promulgated from time to time by the federal Securities and Exchange Commission.

To be eligible to receive funds from and invest funds on behalf of the Authority, a public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily, and, to the extent reasonably possible, stabilize at a $1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between 0.995 and 1.005.

To be eligible to receive funds from and invest funds on behalf of the Authority, a public funds investment pool must have an advisory board composed:

(1) Equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool created under Chapter 791, Texas Government Code, and managed by a state agency; or

(2) Of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

(k) Guaranteed Investment Contracts

A Guaranteed Investment Contract is an authorized investment for bond proceeds if the guaranteed investment contract:

(1) Has a defined termination date;

(2) Is secured by obligations described by clause (a) above, but excluding those obligations described by Section 16.0 herein in an amount at

least equal to the amount of bond proceeds invested under the contract;

(3) Is pledged to the Authority and deposited with the Authority or with a third party selected and approved by the Authority; and

(4) Meets the following requirements:

a) The Board of Directors of the Authority must specifically authorize guaranteed investment contracts as an eligible investment in the order, ordinance, or resolution authorizing the issuance of bonds;

b) The Authority must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;

c) The Authority must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;

d) The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be reinvested; and

The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

VI. Investment Parameters

1. Diversification The investments shall be diversified by:
   - limiting investments to avoid over concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities),
   - limiting investment in securities that have higher credit risks,
   - investing in securities with varying maturities, and
   - continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds or repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

2. **Maximum Maturities** To the extent possible, Hidalgo County RMA shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Hidalgo County RMA will not directly invest in securities maturing more than five (5) years from the date of purchase or in accordance with state and local statutes and ordinances. Hidalgo County RMA shall adopt weighted average maturity limitations (which often range from 90 days to 3 years), consistent with the investment objectives.

Reserve funds and other funds with longer-term investment horizons may be invested in securities exceeding five (5) years if the maturity of such investments are made to coincide as nearly as practicable with the expected use of funds. The intent to invest in securities with longer maturities shall be disclosed in writing to the legislative body.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as LGIPs, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.

VII. Reporting

1. **Methods** The investment officer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow Hidalgo County RMA to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the investment officer, the legislative body, and any pool participants. The report will include the following:
   - Listing of individual securities held at the end of the reporting period.
   - Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration that are not intended to be held until maturity (in accordance with Governmental Accounting Standards Board (GASB) requirements).
   - Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks.
   - Listing of investment by maturity date.
   - Percentage of the total portfolio which each type of investment represents.

2. **Performance Standards** The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates.

3. **Marking to Market** The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly. In defining market value, considerations should be given to the GASB Statement 31 pronouncement.

VIII. Policy Considerations

1. **Exemption** Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy

2. **Amendments** This policy shall be reviewed on an annual basis. Any changes must be approved by the investment officer and any other appropriate authority, as well as the individual(s) charged with maintaining internal controls.

IX. List of Attachments

The following documents, as applicable, are (or may be in the future) attached to this policy:

- Listing of authorized personnel,
- Repurchase agreements and tri-party agreements,
- Listing of authorized broker/dealers and financial institutions,
- Credit studies for securities purchased and financial institutions used,
- Safekeeping agreements,
- Wire transfer agreements,
- Sample investment reports, and
- Methodology for calculating rate of return.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012-15

ACCEPTING 2011 AUDIT REPORT PREPARED FOR HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 28th day of March, 2012 by the Board of Directors 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");

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

WHEREAS, Section 370.182 of the Act requires that the Authority have a certified public accountant audit the Authority's books and accounts at least annually and permits the Authority to treat the cost of the audit as part of the cost of construction or operation of a transportation project;

WHEREAS, for 2011, the Authority engaged Long Chilton, LLP, certified accountants to provide audit services required under state law;

WHEREAS, Long Chilton, LLP has presented the 2011 Hidalgo County Regional Mobility Authority Audit to the Board;

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 accepts the 2011 Audit Report prepared and presented by Long Chilton, LLP.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 28th day of March, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Joe Daniel Olivarez, Secretary/Treasurer

Approving 2011 Independent Financial Audit Report

Financial Statements
and
Independent Auditor's
Report

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

December 31, 2011

LONG CHILTON, LLP
Certified Public Accountants
4100 North Twenty-Third Street
McAllen, Texas 78504
(956) 686-3701

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
Year Ended December 31, 2011

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FINANCIAL SECTION

CERTIFIED PUBLIC ACCOUNTANTS
BUSINESS CONSULTANTS

LONG CHILTON, LLP

A PARTNERSHIP OF PROFESSIONAL CORPORATIONS AND INDIVIDUALS

Members - Division of Firms,
American Institute of CPAs

4100 N. 23rd
McAllen, Texas 78504
(956) 686-3701
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Independent Auditor's Report

To the Board of Directors
Hidalgo County Regional Mobility Authority
Weslaco, Texas

Members of the Board:

We have audited the accompanying financial statements of the Hidalgo County Regional Mobility Authority as of and for the year ended December 31, 2011, which collectively comprise the Authority's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the Authority's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Hidalgo County Regional Mobility Authority as of December 31, 2011, and the changes in financial position and cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

The accompanying Management's Discussion and Analysis, on pages 3 through 5 are not a required part of the basic financial statements but are supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Long Chilton, LLP

LONG CHILTON, LLP
Certified Public Accountants

McAllen, Texas
March 28, 2012

MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Hidalgo County Regional Mobility Authority's financial performance provides an overview of the Authority's financial activities for the fiscal year ended December 31, 2011. Please read it in conjunction with the Authority's financial statements, which immediately follow this section.

FINANCIAL HIGHLIGHTS

• The Authority's net assets increased by $5.0 million as a result of vehicle registration fees received from Hidalgo County to fund the long-term transportation projects in Hidalgo County.

• Capital assets were $22.6 million and $25.6 million as of December 31, 2010 and 2011, respectively. All capital costs pertain to construction in progress relating to advance planning, schematic design, environmental clearance, and financial planning.

• Long-term liabilities decreased from $13.7 million in 2010 to $12.1 million in 2011. This decrease was largely the result of principal payments of $1.4 million being applied against a line of credit with First National Bank of Edinburg. The funds from the line of credit are restricted to use on capital projects.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of two parts - *management's discussion and analysis* (this section), and *the basic financial statements.*

The basic financial statements presented are: the Statements of Net Assets, Statement of Revenues, Expenditures and Changes in Net Assets and the Statement of Cash Flows. These statements are presented in accordance with Governmental Accounting Standards Board Statement No. 34, Basic Financial Statements - Management's Discussion and Analysis for State and Local Governments.

The statements are prepared under the accrual basis of accounting in which revenues and assets are recognized when earned or acquired, and expenses and liabilities are recognized when incurred regardless of when cash is received or paid.

FINANCIAL ANALYSIS OF THE AUTHORITY

Statement of Net Assets

As noted earlier, net assets may serve over time as a useful indicator of a government's financial position. In the case of the Authority, assets exceeded liabilities by $18,637,129 at the close of this fiscal year.

A portion of the Authority's net assets (67.1%) reflects its investment in capital assets (capitalized planning costs related to Loop Project), less related debt used to acquire those assets that is still outstanding. Net assets restricted for long-term transportation projects (32%) represent resources that are subject to external restriction on how they may be used. Unrestricted net assets, the part of net assets that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation, or other legal requirements was $57,373. Following is a brief summary of the Authority's net assets.

Table 1
Net Assets
(in thousands of dollars)

	2011	2010	Total % Change 2011-2010
Current and other assets	$ 6,784	$ 5,928	13%
Capitalized bond and other debt issuance costs	131	150	-15%
Capital assets	25,613	22,628	12%
Total assets	32,528	28,706	12%
Current Liabilities	1,843	1,351	27%
Long-term obligations	12,048	13,684	-14%
Total liabilities	13,891	15,035	-8%
Net assets:			
Invested in capital assets, net of related debt	12,505	8,114	35%
Restricted	6,075	5,499	9%
Unrestricted (deficit)	57	59	-4%
Total net assets	$ 18,637	$ 13,672	27%

Statement of Revenues, Expenses and Changes in Net Assets

Governmental activities increased the Authority's net assets by $5.0 million. This increase is largely due to the receipt of grant funds from Hidalgo County from a $10.00 surcharge on all County vehicle registrations. The total funds received from the County were $4,967,459. These funds are restricted by State law for capital projects. Program expenses, which consist of administrative costs that could not be allocated to the Loop Project, totaled $2,349 for 2011. Table 2 compares the 2011 change in net assets to the 2010 change in net assets.

Table 2
Changes in Net Assets
(in thousands of dollars)

	2011	2010	Total % Change 2011-2010
Revenues:			
Vehicle registration fees - Restricted	$ 4,967	$ 4,728	5%
Total revenue	4,967	4,728	5%
Expenses			
Administrative	2	2	0%
Total expenses	2	2	0%
Change in net assets	4,965	4,726	5%
Net assets, beginning of the year	13,672	8,946	35%
Total net assets, end of the year	$ 18,637	$ 13,672	27%

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

As of December 31, 2011 the Authority had invested approximately $25.7 million in construction in progress, including engineering fees and preliminary costs such as funding, consulting, environmental, legal and traffic analysis fees. No tangible property or equipment has been acquired to date. Depreciation and amortization on construction in progress will not begin until each project is complete. Additional information on the Authority's capital assets can be found in the notes to the financial statements.

Long-Term Debt

The Authority has two long-term notes outstanding as of December 31, 2011. One note payable to Hidalgo County representing funds loaned by the County for general operations with a balance of $200,000 was provided to the Authority for the purpose of assisting in its organization efforts and its general operations. A second note payable to First National Bank has a balance of $13.4 million at December 31, 2011 which represents the remaining balance on a $15 million line of credit. These funds are restricted to paying transportation project costs. Additional information on the Authority's long-term debt can be found in the notes to the financial statements.

ECONOMIC FACTORS FOR NEXT YEAR

The Authority's income from vehicle registration fees remains stable with a small increase year over year. The proceeds are sufficient for repayment of debt obligations and to continue with preliminary planning leading to construction. We anticipate the Trade Corridor Connector from FM 396 Bryan Road to US 281 Military to be operational by May, 2017 with land acquisition being completed by June, 2014 and construction starting by July, 2014. The Debt Markets for projects similar to the Authority's are challenging but Hidalgo County and TxDot have indicated financing assistance will be considered if needed.

CONTACTING THE AUTHORITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide our patrons and other interested parties with a general overview of the Authority's finances and to demonstrate the Authority's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the Hidalgo County Regional Mobility Authority, 510 S. Pleasantview Drive, Weslaco, Texas 78596.

BASIC FINANCIAL STATEMENTS

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
STATEMENT OF NET ASSETS
DECEMBER 31, 2011

Assets

Current assets:		
Cash - unrestricted	$ 258,498	
Cash - restricted	6,178,308	
Vehicle registration fee receivable	347,560	
Total current assets		$ 6,784,365
Capital assets:		
Office equipment, net	2,469	
Construction work in progress	25,610,421	
Total capital assets, net		25,612,889
Other assets:		
Bond issuance costs, net		131,158
Total assets		$ 32,528,413

Liabilities and Net Assets

Current liabilities:		
Due to LRGVDC	$ 1,028	
Accrued expenses	97	
Payables from restricted assets:		
Accrued expenses	370,154	
Interest payable	80,489	
Note payable	1,391,913	
Total current liabilities		$ 1,843,681
Noncurrent liabilities:		
Note payable		12,047,602
Total liabilities		13,891,284
Net assets:		
Invested in capital assets, net of related debt	12,504,532	
Restricted for:		
Debt service	150,000	
Long-term transportation projects	5,925,224	
Unrestricted	57,373	
Total net assets		18,637,129
Total liabilities and net assets		$ 32,528,413

The accompanying notes are an integral part of these financial statements.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS
DECEMBER 31, 2011

	Non-GAAP	Capitalized Expenses	GAAP Basis
Revenues:			
Vehicle registration fees	$ 4,967,459	$ -	$ 4,967,459
Local contributions	93	-	93
Total revenues	$ 4,967,551	-	$ 4,967,551
Expenses:			
Administrative	234,816	(232,468)	2,348
Consulting and engineering	1,997,802	(1,997,802)	-
Financial consulting fees	45,880	(45,880)	-
Interest expense	508,811	(508,811)	-
Amortization expense	18,737	(18,737)	-
Legal and professional	172,056	(172,056)	-
Other loop project	9,262	(9,262)	-
Total expenses	2,987,364	(2,985,016)	2,348
Change in net assets	$ 1,980,187	$ (2,985,016)	4,965,203
Net assets, January 1, 2011			13,671,926
Net assets, December 31, 2011			$ 18,637,129

The accompanying notes are an integral part of these financial statements.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
STATEMENT OF CASH FLOWS
DECEMBER 31, 2011

Cash flows from operating activities:		
Receipts from Department of Transportation	$ 5,285,369	
Receipts from local contributions	93	
Payments to vendors	(2,167)	
Net cash flows provided from operating activities		$ 5,283,294
Cash flows from capital and related financing activities:		
Acquisitions for construction in progress	(2,703,149)	
Principal paid on capital debt	(1,424,951)	
Payments for debt issue cost	18,737	
Net cash flows used in capital and related financing activities		(4,109,363)
Net increase in cash and cash equivalents		1,173,931
Cash and cash equivalents at beginning of year		5,262,875
Cash and cash equivalents at end of year		$ 6,436,806
Reconciliation of change in net assets to net cash provided by operating activities:		
Change in net assets	$ 4,965,203	
Depreciation	319	
Changes in assets and liabilities:		
(Increase) Decrease in accounts receivables	317,910	
Increase (Decrease) in accrued expenses	(137)	
Net cash flows provided by operating activities		$ 5,283,294
Supplemental Disclosure of Cash Flow Information:		
Cash paid during the year for:		
Interest expense	$ 503,561	

The accompanying notes are an integral part of these financial statements.

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the Hidalgo County Regional Mobility Authority (the Authority) have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The Authority applies Financial Accounting Standards Board pronouncements and Accounting Principles Board opinions issued on or before November 30, 1989, unless those pronouncements conflict with or contradict GASB pronouncements, in which case, GASB prevails, and all of the GASB pronouncements issued subsequently. The more significant of the Authority's accounting policies are described below:

A. Reporting Entity

The Authority is an independent governmental agency created in November 2005 pursuant with Chapter 370 of the Transportation Code. The Authority is governed by a seven-member Board of Directors (the Board) appointed by the Governor of the State of Texas and the Hidalgo County Commissioners' Court. The Board is responsible for setting policies, identifying priorities and ensuring the Authority is operated effectively. Board members, appointed to serve two-year terms, are volunteers and are not compensated for their service.

The Authority was created to be a proactive partner empowering the community to address congestion and mobility concerns through local means with local leadership. It was created to plan, develop, fund and maintain a transportation system to serve the estimated 1.5 million residents living in Hidalgo County by 2025. The Authority's mission is to develop a publicly owned transportation system that creates jobs through increased mobility and access, is locally funded for reliable delivery, pays for itself in terms of future maintenance and also funds new projects to meet the future transportation needs of the County. In its petition to create the Hidalgo County Regional Mobility Authority, Hidalgo County identified the Hidalgo Loop System (the Loop System) as the initial set of projects to be developed under the guidance of the Authority. The planning for the Loop System was started in 2000 by Hidalgo County and the Hidalgo County Metropolitan Planning Organization. The Authority has concluded its additional planning effort for the Loop System around the urban part of Hidalgo County in 2010. Based on this effort, the Authority identified 2 independent projects, the Trade Corridor Connector (TCC) and the International Bridge Trade Corridor (IBTC), that provide utility to County residents and together begin building the Loop System. Additional state aid through the Texas Department of Transportation and the addition of a potential third project, the La Joya Relief Route, has required the Authority to re-examine the initial projects. A five-year Strategic Plan approved in March 2012 should focus the Authority's efforts to begin development of the Loop System projects.

The Authority is not included in any other governmental "reporting entity" as defined by GASB Statement No. 14, "*The Reporting Entity*". There are no component units included within the reporting entity.

B. Basis of Accounting

The operations of the Authority are accounted for within a single proprietary (enterprise) fund on an accrual basis. The accounting and financial reporting treatment applied is determined by measurement focus. The transactions of the Authority are accounted on a flow of economic resources measurement focus.

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(CONTINUED)*

B. Basis of Accounting *(continued)*

Under this basis, revenues are recognized in the period in which they are earned, expenses are recognized in the period in which they are incurred, depreciation of assets is recognized and all assets and liabilities associated with the operation of the Authority are included in the Statement of Net Assets. Operating expenses include the cost of administrative expenses. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

C. Cash, Cash Equivalents, and Investments

Cash and cash equivalents include cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. These deposits are fully collateralized or covered by federal deposit insurance.

D. Capital Assets

All capital assets at year end represent capitalized costs for legal, consulting and engineering relating to advance planning on the Loop Project. Depreciation and amortization on construction in progress will not begin until the project is operational.

E. Grants and Contracts

Revenues include grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. The Authority considers all grant and contributions to be 100% collectible.

F. Restricted Assets

Certain proceeds of the Authority's loans and grants are classified as restricted assets on the Statement of Net Assets because their use is limited by applicable loan covenants and grant agreements.

G. Income Taxes

The Authority is an instrumentality of the State of Texas. As such, income earned in the exercise of its essential government functions is exempt from state or federal income taxes.

H. Classification of Operating and Non-operating Revenues and Expenses

The Authority defines operating revenues and expenses as those revenues and expenses generated by a specified program offering either a good or service. This definition is consistent with GASB Statement No. 9 which defines operating receipts as cash receipts from customers and other cash receipts that do not result from transactions defined as capital and related financing, non-capital financing or investing activities.

When an expense is incurred that can be paid using either restricted or unrestricted resources, the Authority's policy is to first apply the expense toward restricted resources, and then towards unrestricted resources available for use.

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(CONTINUED)*

I. Estimates

The preparation of financial statements in conformity with Generally Accepted Accounting Principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 2 - DEPOSITS AND INVESTMENTS

At December 31, 2011, the carrying amount of the Authority's cash was $6,436,806. The bank balance was $7,000,690 as of December 31, 2011. The Authority's carrying amount at year end is as follows:

	Type	Amount
General Operating	Unrestricted	$ 258,498
Loop Project	Restricted	1,614,142
Vehicle Registration	Restricted	4,414,166
Debt Service	Restricted	150,000
		$ 6,436,806

Custodial Credit Risk

Custodial credit risk is the risk that in the event of a bank failure, the Authority will not be able to recover its deposits or will not be able to recover its collateral securities that are in the possession of an outside party. The Authority's cash deposits at December 31, 2011 and during the year then ended were covered by FDIC insurance.

Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of the Authority's investment in a single issuer. As previously stated, at year end, all funds were invested in demand deposit accounts at First National Bank of Edinburg. The Letter of Credit from the Federal Home Loan Bank securing the Authority's deposits is dependent upon the financial condition of the financial institution. However, the concentration of credit risk is mitigated by the fact that the Authority has debt outstanding with the bank that exceeds the amount of the deposits in the bank.

Interest Rate Risk

Interest rate risk is the risk that the changes in interest rates will adversely affect the fair value of an investment. Interest rate risk may be mitigated by investing operating funds primarily in shorter term securities, money market funds or similar investment pools and limiting the average maturity of the portfolio. All deposits of the Authority were invested in demand deposit accounts at year end.

NOTE 2 - DEPOSITS AND INVESTMENTS *(CONTINUED)*

Credit Risk

Credit risk is the risk that an issuer or other counter party to an investment will not fulfill its obligation. All deposits were backed by federal deposit insurance, an agency of the federal government.

NOTE 3 – DISAGGREGATION OF PAYABLES

Payables as of December 31, 2011 for the Authority are as follows:

Engineering Services	$ 342,457
Legal Services	18,113
Administration Expenses	9,681
	$ 370,251

NOTE 4 - CAPITAL ASSETS

Capital assets at year end totaled $25,612,890 and represented capitalized costs relating to advance planning for the Loop Project. Capital asset activity for the year ended December 31, 2011, was as follows:

	Balance 1/1/2011	Increases	Decreases	Balance 12/31/2011
Capital Assets, not being depreciated:				
Construction in Progress	$ 22,625,405	$ 2,985,016	$ -	$ 25,610,421
Capital Assets, being depreciated:				
Office Equipment	3,186	-	-	3,186
Less accumulated depreciation for:				
Office Equipment	(399)	(318)	-	(717)
Total Capital Assets being depreciated (Net)	2,787	(318)	-	2,469
Total Capital Assets (Net)	$ 22,628,192	$ 2,984,698	$ -	$ 25,612,890

Construction in progress consists of the following:

Administrative	$ 232,468
Consulting and engineering	1,997,802
Financial consulting fees	45,880
Interest expense	508,811
Amortization expense	18,737
Legal and Professional	172,056
Other Loop Project	9,262
	$ 2,985,016

NOTE 5 - LONG-TERM OBLIGATIONS

Long-term obligations outstanding at December 31, 2011 were as follows:

	Beginning Balance 1/1/2011	Increases	Decreases	Ending Balance 12/31/2011	Due Within One Year
Hidalgo County	$ 200,000	$ -	$ -	$ 200,000	$ -
First National Bank	14,664,466	-	1,424,951	13,239,515	1,391,913
	$ 14,864,466	$ -	$ 1,424,951	$ 13,439,515	$ 1,391,913

The note payable to Hidalgo County was funded as a result of an Interlocal Agreement between Hidalgo County and the Authority to loan funds to the Authority for the purpose of providing initial operating funds for the Loop Project. The Agreement allows for additional funding for operations if needed. The terms of the loan call for 8.25% annual interest with repayment from the proceeds of the first available revenues received by the Authority from the Project. If bonds are issued, a portion of the proceeds from the bonds shall be used to retire the loan.

The note payable to First National Bank represents funds advanced against a $15 million line of credit. The loan proceeds are restricted to payment of Transportation Project Costs. The loan is secured by a pledge of the Vehicle Registration Fee collected by the County and remitted by the County to the Authority. The line of credit is payable in monthly installments of $148,347 including interest at 3.5% through 2020.

Bond Obligations
The Authority and Hidalgo County authorized the pledge of the vehicle registration fee revenues to secure payment of the Hidalgo County Regional Mobility Authority Debt in a term not exceeding 40 years.

Debt service requirements on long-term debt at December 31, 2011 are as follows:

Year Ended December 31	Principal	Interest	Total
2012	$ 1,391,913	$ 452,018	$ 1,843,931
2013	1,576,690	403,474	1,980,164
2014	1,425,655	354,510	1,780,165
2015	1,476,361	303,804	1,780,165
2016	1,528,119	252,045	1,780,164
2017-2020	6,040,777	438,621	6,479,398
	$ 13,439,515	$ 2,204,472	$ 15,643,987

NOTE 6 – CONSTRUCTION COMMITMENTS

At December 31, 2011, the Authority had remaining construction commitments:

Project	Authorization	Expended	Remaining
Surveying Services	$ 603,263	$ 99,837	$ 503,426
Surveying Services	415,439	35,000	380,439
Program Management	5,000,000	497,051	4,502,949
Engineering Services	5,887,542	804,547	5,082,995
			$ 10,469,809

NOTE 7 – PRELIMINARY DEVELOPMENT PROJECT

On October 27, 2011 the HCRMA entered into an agreement with Dannenbaum Engineering Corporation to act as the Authority's Program Manager. The priority of the Program Manager is to develop a detailed Strategic Plan. In 2010 the plan was to build the International Border Trade Corridor (IBTC); however, after careful consideration and due to new funding sources and additional projects the Strategic Plan will provide several options and scenarios with the following projects IBTC, TCC, US 281 and the La Joya Relief Route to identify the most important and cost effective project to improve mobility in Hidalgo County. Based on the options and scenarios the Authority will adopt a comprehensive 8 year plan for the development and construction of transportation projects in Hidalgo County.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012-16

AMENDING AND RESTATING THAT CERTAIN PROFESSIONAL SERVICES AGREEMENT WITH INTEG, INC. FOR ADMINISTRATIVE AND MANAGERIAL SERVICES AND APPROVING A FINAL PAYMENT AGREEMENT

THIS RESOLUTION is adopted this 16th day of May, 2012 by the Board of Directors 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");

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

WHEREAS, the Board determined that it was in the best interest of the Authority to hire an executive director or a consultant to provide administrative and managerial services for the Authority;

WHEREAS, after a solicitation and public presentations to the Board, on October 8, 2009, the Board selected Godfrey Garza and his consulting firm, Integ, Inc. as the best candidate to provide administrative services to the Authority and agreed that such services could be satisfied through a consulting firm operating under an administrative and managerial contract with the Authority; accordingly, the Board authorized the Executive Committee to enter into negotiations with Mr. Garza on behalf of Integ, Inc.;

WHEREAS, the Executive Committee drafted terms of engagement, met with Mr. Garza, negotiated a professional services agreement for administrative and managerial services (the "Agreement"), and on November 12, 2009, the Agreement was ratified by the Board;

WHEREAS, under the terms of the Agreement, Integ, Inc. is an independent consultant to the Authority, engaged to provide administrative and managerial services and Mr. Garza is the authorized representative from Integ, Inc. working under the Agreement;

WHEREAS, the Agreement does not create an employee-employer relationship between the parties or their representatives;

WHEREAS, under the terms of the Agreement, neither Integ, Inc. nor Godfrey Garza, as Integ, Inc.'s representative, is the full-time, chief administrator of the Authority; rather, Integ, Inc. will, for the duration of the Agreement, provide administrative and managerial consulting services to the Authority;

WHEREAS, similar arrangements have been utilized by other regional mobility authorities where administrative services have been contracted through interlocal agreements; and

WHEREAS, the Board now finds it to be in the best interest of the Authority to revise and restate the Agreement, recognizing changes in scope and services authorized by the Board;

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 the Amended and Restated Agreement attached hereto as Exhibit A, including the Final Payment and Release Agreement.

* * *

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 16th day of May, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Joe Daniel Olivarez, Secretary/Treasurer

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES
FOR ADMINISTRATIVE AND MANAGERIAL SERVICES
FOR THE
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AMENDED AND RESTATED ON MAY 16, 2012

This AGREEMENT (the "Agreement") was made and entered into this 12th day of November, 2009, and on May 16, 2012 was amended and restated, by and between Hidalgo County Regional Mobility Authority, a regional mobility authority created and operating under Chapter 370, Texas Transportation Code, (the "Authority") and INTEG, Inc., a Texas Corporation ("Consultant"). In this Agreement, the Authority and the Consultant are sometimes jointly referred to as "the Parties" and singly as a "Party".

Recitals:

WHEREAS, the Authority desires to receive the benefit of the expertise, knowledge, and experience of the Consultant, and Consultant wishes to provide such consulting services (the "Work") to Authority on the terms and conditions as set forth below; and

WHEREAS, the Authority finds that the Consultant is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of the Authority's purpose.

NOW, THEREFORE, in consideration of the respective mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. TERM:

This Agreement shall take effect upon execution by both Parties (the "Effective Date"), and remain in effect until terminated in writing by either Party or completion of Consultant's Work (such period, the "Term"). The Consultant's Work shall terminate no later than three years from the Effective Date.

2. SCOPE OF CONSULTING SERVICES:

Commencing on the Effective Date of this Agreement, Authority engages Consultant, and Consultant agrees to provide to Authority administrative and managerial services, including project development services, (the "Work"), as more fully described in the Pricing Schedule attached hereto as Exhibit "A".

Consultant shall provide to the Authority a monthly report of activities and efforts made in furtherance of the Work. Such report shall be provided at regularly scheduled public meetings of the Board of Directors of the Authority.

3. INDEPENDENT CONSULTANT:

This Agreement is not intended to and does not establish or form a joint venture, partnership, employer/employee relationship, corporation, or any other formal business association between the parties hereto. The rights and obligations of the Parties shall be only as expressly set forth in this Agreement. Consultant shall perform under this Agreement as an independent Consultant and not as an employee of the Authority.

4. CONFIDENTIAL INFORMATION:

(a) Consultant shall not disclose to a third party any proprietary information of the Authority, whether such information is created by the Authority, its consultants, its Pass-Through Agent, or a vendor or proposer ("Confidential Information").

(b) From time to time, Consultant may be required to execute a specific non-disclosure agreement in order to review Confidential Information relevant to the Consultant Work.

(c) Consultant shall exercise all reasonable precautions to protect and preserve the confidentiality of Confidential Information.

This provision shall survive termination of this Agreement.

5. NON-EXCLUSIVE RIGHT:

(a) Authority acknowledges that Consultant provides similar services for other clients and that Consultant shall be free to work for other clients in matters that (i) do not involve the use of any Confidential Information that has been disclosed to the Consultant pursuant to this Agreement or (ii) do not directly relate to the specified Work provided by the Consultant under this Agreement.

(b) In entering into this Agreement with the Authority, the Consultant is not precluded from other future engagements with the Authority or its consultants.

6. REPRESENTATIONS:

Consultant warrants that:

(a) The Consultant has not compensated any person to solicit or secure this Agreement and that it has not paid or agreed to pay, and shall not pay, any Authority representative resulting from the consideration to be paid to Consultant pursuant to this Agreement.

(b) The Consultant does not know of any legal, contractual, regulatory, or financial impediment to its participation in this Agreement.

(c) The Consultant's representative executing this Agreement is legally authorized to bind the Consultant to the terms of this Agreement.

(d) The Consultant affirms that it does not have any financial interest in the outcomes of the Consultant Work.

(e) The Consultant does not have any professional or business relationships with anyone who has financial interest in the outcome of the Consultant Work, nor does anyone with a financial interest in the outcome of the Consultant Work exercise any control over the Consultant.

The Authority warrants that:

(a) The Authority does not know of any legal, contractual, regulatory, or financial impediment to its participation in this Agreement.

(b) The Authority's representative executing this Agreement is authorized to legally bind the Authority to the terms of this Agreement.

7. PERFORMANCE STANDARDS:

It is the intent of this Agreement that Work performed by the Consultant be equal to the practice prevalent by consultants practicing within the subject area of the Work and commensurate with the magnitude and intricacy of the Work under consideration. The Work shall be performed in accordance with the bounds of the law and all applicable best practices, industry standards, codes, regulations, and ordinances in force during the Term of this Agreement.

Consultant acknowledges and agrees that time is of the essence in the performance of all Work governed under this Agreement. Consultant shall at all times conduct itself with the highest standards of honesty, integrity, and fair dealings.

8. SUBCONTRACTORS

Consultant may engage subcontractors to further the Consultant Work under this Agreement. Costs of such subcontractors may be borne by the Consultant or by the Authority, as provided for in the Pricing Schedule; provided, however, that if costs are borne by the Authority such subcontractors and a budget must be approved by the Board of Directors prior to beginning any work.

9. CONSULTANT'S FEES:

The Consultant shall receive compensation for Work performed, as specifically set forth in the agreed "Professional Services Pricing Schedule" attached hereto and incorporated by reference herein.

10. INVOICING AND PAYMENT:

(a) Consultant shall submit invoices monthly and a final invoice upon the satisfaction of the Consultant Work, if any. Within thirty (30) calendar days of receipt of a proper invoice together with supporting documentation (if any), Authority shall pay Consultant the amount due in connection with such invoice.

(b) Authority shall reimburse the Consultant all reasonable costs incurred in connection with the Work. Reimbursable costs include, but are not limited to, travel costs, copies, delivery, etc. that are attributable to the Consultant Work. Costs incurred must comply with existing Authority policy to meet the standard of reasonableness. Any extraordinary reimbursable expenses over $250 must be approved in advance. The Consultant shall provide substantiation of reimbursable costs incurred to the Authority.

(c) Subcontractor expenses must be approved in advance. Expenses and subcontractor expenses not approved in advance will not be reimbursed by the Authority.

(d) Consultant shall submit all invoices to:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
510 S. Pleasantview Drive
Weslaco, Texas 78596
Attention: Chairman of the Board of Directors

11. DISPUTES AND REMEDIES:

The Consultant and Authority recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanisms and procedures to resolve disputes at this level. Failing resolution of conflicts at the organizational level, the Consultant and the Authority agree that any remaining conflicts arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the Consultant and the Authority mutually agree otherwise. If the dispute is not resolved through non-binding mediation, then the Parties may take other appropriate action subject to the terms of this Agreement.

12. RECORDS AND AUDITS:

While this Agreement remains in effect and for a period of two (2) years after completion of any Work, Consultant shall maintain complete and accurate records relating to all Work rendered and expenses incurred related thereto. Such records shall be in accordance with reasonable business practices and Authority may, upon reasonable notice to Consultant, review such records at its own expense.

13. INSURANCE:

Consultant shall maintain throughout the Term of this Agreement the following insurance and shall submit certificates, with the project/Authority's name and the Consultant's name, verifying such to Authority:

(a) Worker's Compensation: Worker's compensation insurance and employer's liability insurance as required by the State where the Work is performed.

(b) Vehicle Coverage: Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with $1,000,000 combined single limits.

(c) General Liability: Commercial general liability insurance covering claims for injuries to members of the public or damage to others arising out of any covered negligent act or omission of Consultant or of any of its employees, agents or subcontractors, with $1,000,000 per occurrence and $2,000,000 in the aggregate.

(d) Professional Liability: Professional liability insurance of $1,000,000 per occurrence and in the aggregate.

During the Term, the Authority shall be named as an additional insured on all such policies. All insurance certificates shall state that the insurance carrier will give Authority thirty (30) days' notice of any cancellation, non-renewal, or material change of the policies. The Consultant shall provide the Authority original certificates of insurance. The issuer of any insurance policy must have a rating of at least a B+ and be a financial size of Class VI or better according to the latest Best's rating.

14. TERMINATION:

This Agreement may be terminated in whole or in part for any reason by the Authority at any time during the term of the Agreement, without penalty to the Authority. This Agreement may be terminated in whole or in part for any reason by the Consultant with sixty (60) days' written notice to the Authority. Upon receipt of termination or partial termination from the Authority, Consultant shall immediately cease performance under the terminated Agreement and shall take all reasonable steps to minimize costs relating to such termination. Authority shall pay for Consultant Work properly rendered to the date of termination.

15. LIABILITY:

(a) The services to be provided under this Agreement will be performed entirely at Consultant's risk and Consultant assumes all responsibility for the condition of vehicles or other instrumentalities used in the performance of this Agreement. Consultant will carry for the duration of this Agreement, insurance in accordance with the requirements provided for herein.

(b) The Consultant's sole and exclusive remedy for loss or damage caused by, related to arising from any act or omission of Authority in connection with this Agreement, shall be the recovery of an amount equal to the amount actually owed to the Consultant, as set forth on the Payment Schedule attached hereto, in connection with the specific Work which gives rise to such loss or claim. In no event shall Authority be liable for any lost profits, indirect, incidental, consequential or punitive damages.

16. INDEMNITY:

Consultant agrees to indemnify the Authority for any and all liability or loss to the extent directly arising out of performance of this Agreement. Consultant shall indemnify Authority against all liability or loss and expense, including reasonable attorney's fees, and against all claims of action to the extent directly based upon or arising out of damage or injury (including death to persons or property) caused by or sustained in connection with the Consultant's negligent acts, errors, or omissions in the performance of this Agreement, or created by conditions hereby based on upon any violation by Consultant of any statutes, orders, ordinances, building codes or regulations, and the defense of any such claims or actions. Consultant shall also indemnify Client against all liability and loss in connection with, and shall assume full responsibility for and payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Consultant and Consultant's employees, if any, engaged in the performance of this Agreement.

17. OWNERSHIP:

The Authority shall own all reports, drawings, specifications, documents and other Deliverables pursuant to this Agreement. Consultant shall not assert any rights at common law or equity or establish any claim to statutory copyright in such materials.

18. SEVERABILITY AND SURVIVAL:

Whenever possible, each provision and term of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or term of this Agreement shall be held to be prohibited by or invalid under such applicable law, then such provision or term shall be ineffective only to the extent of such prohibition, or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provisions or term or the remaining provisions or terms of this Agreement; provided, however, that if a court having jurisdiction finds that the covenants contained in this Agreement are not enforceable, such court shall have the power to reduce the duration and/or geographic area and/or scope of such covenants, and in their revised form the covenants shall be enforceable.

Notwithstanding any termination or expiration of this Agreement, the provisions of this Agreement that by their nature or context are required or intended to survive, shall survive and remain in full force and effect in accordance with their terms.

19. SUCCESSORS AND ASSIGNMENTS:

This Agreement shall be binding upon and inure to the benefit of Authority and its affiliates and their successors and assigns, and shall be binding upon and inure to the benefit of the Consultant and its legal representatives, provided that in no event shall Consultant's obligations to perform future Work for Authority and its affiliates be delegated or transferred by Consultant.

This Agreement shall not be assigned or transferred by the Consultant without the prior written consent of Authority. Authority may assign this Agreement to any of its affiliates or any entity that acquires ownership and/or control of Authority's business operations, and continues such operations as a going concern.

20. NOTICES:

Any notices under this Agreement shall be personally delivered, sent by recognized overnight courier with proof of delivery, or certified mail, to the Parties at the respective addresses set forth above, or to a new address provided that the Party which changes its address has provided the other Party with proper written notice of change of address pursuant to this Section. Notices given under this Section shall take effect upon receipt.

If to Authority:	If to Consultant:
Hidalgo County Regional Mobility Authority 510 S. Pleasantview Drive Weslaco, Texas 78596 Attention: Chairman of the Board of Directors	INTEG Corporation 4209 8 Mile Line Edinburg, Texas 78541 Attention: Godfrey Garza, Jr.
With a copy to: *Blakely Fernandez* *Tuggey Fernandez LLP* *3707 N. St. Mary's, Ste. 200* *San Antonio, Texas 78212*	*With a copy to:* *Juan Jesus Hinojosa* *The Hinojosa Law Firm, P.C.* *612 W. Nolana St., Ste. 410* *McAllen, Texas 78504*

21. PUBLICITY:

The Consultant shall not issue or release for publication any articles or advertising or publicity matters relating to the Work performed hereunder or mentioning or employing the name of Authority or any of its personnel or consultants, unless prior written consent is granted by Authority. The Consultant acknowledges that Authority's consent may be granted or withheld for any reason or no reason. This provision shall survive the termination of this Agreement.

22. GOVERNING LAW:

This Agreement and all rights, remedies and obligations deriving from this Agreement including, but not limited to, matters of construction, validity and performance shall be governed by the laws of the State of Texas, exclusive of its conflict of laws provisions. Any suit regarding this Agreement must be brought in a court of competent jurisdiction in Hidalgo County, Texas, which shall be the sole venue for adjudicating disputes hereunder and to which jurisdiction and venue both Parties agree to submit.

23. ENTIRE AGREEMENT, MODIFICATION; AMENDMENTS:

This Agreement, together with its Attachments and Exhibits, constitutes the entire agreement between the Parties and supersedes all previous agreements, promises and representations, whether written or oral, between the Parties with respect to the subject matter of this Agreement. If there is any conflict between the provisions of this Agreement and the provisions of any Attachment or Exhibit, then the provisions of this Agreement shall govern, for all purposes. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties unless made in writing and duly signed by authorized representatives of both Parties. No course of dealing between Authority and the Consultant shall be deemed to affect or to modify, amend or discharge any provision or term of this Agreement.

24. COUNTERPARTS:

This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which taken together constitute one and the same agreement.

25. HEADINGS:

The headings of the Sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement, and shall not affect the construction or interpretation of this Agreement.

26. CUMULATIVE RIGHTS:

The rights and remedies herein provided shall be cumulative and in addition to any other remedies available at law or in equity except to the extent same are proscribed herein.

27. NON-WAIVER:

The waiver by any Party of any breach by another Party of any provision of this Agreement shall not operate as or be deemed a waiver of any subsequent breach. No delay on the part of Authority and the Consultant in the exercise of any of their respective rights or remedies shall operate as a waiver of any such right or remedy.

AGREED AND ACKNOWLEDGED THIS 12th day of November, 2009 and Amended and Restated on May 16, 2012.

AUTHORITY	CONSULTANT
Hidalgo County Regional Mobility Authority	INTEG, Inc.
By: _____	By: _____
Dennis Burleson, Chairman	Godfrey Garza, President

EXHIBIT A

PAYMENT PRICING SCHEDULE – AMENDED & RESTATED MAY 16, 2012

Consultant Work

The Consultant Work consists of providing certain administrative and managerial consulting services to the Authority, including

(i) implementing auditor recommendations and convening the Audit Committee; (ii) coordinating meetings of the Board of Directors and committees thereof; (iii) coordinating consultants and consultant information, including the environmental review process; (iv) managing, along with the Project Engineer, the Preliminary Project Development Agreement process, including review of the Guaranteed Maximum Price proposal, and the Hidalgo County thoroughfare plan; (v) maintaining external relations with Hidalgo County, the City of McAllen and other cities within Hidalgo County, the Hidalgo County Metropolitan Planning Organization, the Texas Department of Transportation, the North American Development Bank, the state legislative delegation; the congressional delegation; and the Federal Highway Administration; (vi) providing media and ratings agency relations and coordination; (vii) identifying and securing a funding plan for the Project (defined on Exhibit B); (viii) implementing for use on the Project, with Hidalgo County, the Hidalgo County Transportation Reinvestment Zone Number 1; and (ix) related efforts to the foregoing.

Total Amount Authorized for Consultant Work: The total amount authorized under this Agreement for all Consultant Work is not-to-exceed $1,110,000 over a term of three years or less.

Payment

Payment for Consultant Work is split between a monthly fee and a lump sum performance-based fee. All fees under this Agreement, including the Consultant's reimbursable expenses and any subcontractor fees are subject to the not-to-exceed amount.

> Monthly Fee: The Authority will pay the Consultant $6,000 per month for the term of the Contract, such term not to exceed the effective date of the "Acceptance of Final Payment and Release", for performing basic tasks of an administrative/managerial nature under the Consultant Work. The total amount paid under the monthly fee (assuming three full years of service) will not exceed $216,000.
>
> Federal and State Outreach: The Authority will reimburse the Consultant, including any subcontractors to Consultant, up to $60,000 for up to three years, for federal, state, and NADBank outreach services.
>
> Reimbursable Expenses: All reimbursable expenses related to the Consultant Work will be approved by the Board of Directors.

Performance Based Fee: Upon funding an executable finance plan for the Project (or substantially all of the Project, meaning 90% to 100% of the Project), within the term of the Agreement, the Consultant will receive the remaining balance of the not-to-exceed amount.

Upon funding an executable finance plan for less than substantially all of the Project, assuming such revised scope is approved by the Board, within the Term of the Agreement, the Consultant will receive 75% of the remaining balance of the not-to-exceed amount or, upon achieving potential construction reimbursement funds, Consultant will receive the percentage of the Performance Based Fee as compared to the percentage of total reimbursement funding achieved.

Funding an executable finance plan is defined as issuing debt or otherwise collecting sources of revenue or agreements for construction reimbursement and, if appropriate, allocating proceeds to appropriate Project accounts. If the Project becomes frustrated, and is determined to be so by the Board, no Performance Based Fee will be paid under this Agreement.

EXHIBIT B

PROJECT

(on file with RMA – November, 2009)

EXHIBIT C

DISCLOSURE FORM

(on file with RMA – November, 2009)

EXHIBIT D

FINAL PAYMENT AND RELEASE

[attached]

ACCEPTANCE OF FINAL PAYMENT AND RELEASE

THIS ACCEPTANCE OF FINAL PAYMENT AND RELEASE (hereinafter, the "Agreement") is made and entered into by and between the Hidalgo County Regional Mobility Authority (the "Authority") and Integ, Inc. ("Integ", collectively, with the Authority, the "Parties", and individually, each a "Party") on the 16th day of May, 2012, pursuant to that certain "Agreement for Professional Services for Administrative and Managerial Services for the Hidalgo County Regional Mobility Authority" (the "Professional Services Agreement") by and between the Parties.

RECITALS

This Agreement is made with reference to the following facts:

A. On or about November 12, 2009, the Parties entered into the Professional Services Agreement for administrative and managerial services). This Professional Services Agreement (attached hereto as Exhibit A) was amended and restated on May 16, 2012.

B. In exchange for Integ's services, Integ is to receive (a) monthly payments of $6,000; (b) expense and outreach reimbursement; and (c) a final payment for milestone completion.

C. On March 28, 2012, Integ reported to the Authority on the status of the milestones outlined under the Professional Services Agreement.

D. The Board of Directors hereby finds that 35% of the finance plan for the reduced Project was achieved with prospective construction reimbursement (pass-through) funds.

FINAL PAYMENT AND RELEASE

In consideration of the undertakings contained in this Agreement, and other good, valuable, and sufficient consideration, the parties hereto agree as follows:

A. Payment in Satisfaction. Upon full execution of this Agreement, the Authority shall pay Integ the lump sum of $288,750.00 in full satisfaction of any and all obligations (whether existing, remaining, conditional, or otherwise) of Integ to the Authority under the Professional Services Agreement. This amount reflects 35% of the Performance Based Fee for the reduced project ($850,000) in recognition of achievement of 35% of the financing goal through construction reimbursement agreements.

B. Certifications and Release. By executing below, Integ certifies that this final payment from the Authority is just and true for work performed under the Professional Services Agreement, and that such constitutes full and final payment, and upon receipt of this payment, which constitutes the balance due, Integ does hereby release the Authority for all liabilities, obligations, payments, and claims under the Professional Services Agreement. All claims by Integ's subcontractors and consultants for work performed under the Professional Services Agreement have been paid or satisfactorily secured.

C. Representations and Warranties. The Parties represent and warrant to and agree with each other as follows:

1. In connection with the execution of this Agreement, no Party to this Agreement has relied upon any statement, representation, or promise of the other Party not expressly contained herein.

2. This Agreement contains the entire agreement of the Parties hereto and replaces and supersedes all prior agreements, negotiations, and understandings between the Parties, except that the confidentiality provisions of Paragraph 4 and the publicity provisions of Paragraph 21 of the Professional Services Agreement shall prevail.

D. Miscellaneous.

1. Severability. In the event any provision of this Agreement shall be held to be void or unenforceable, the remaining provisions shall remain in full force and effect.

2. Governing law. This Agreement shall be construed in accordance with, and be governed by the laws of the State of Texas.

3. Counterparts. This Agreement may be executed in counterparts, each of which when executed and delivered, shall be an original and both of which, when executed, shall constituted one and the same instrument.

4. No admission of liability. This Agreement does not constitute an admission by any Party of liability or responsibility to the other. It is acknowledged that each Party's promises, covenants, and releases set forth herein are in consideration of this Agreement.

5. Review. This Agreement is subject to review by the Texas Department of Transportation prior to release of any funds.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

Dated: May 16, 2012

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: Dennis Burleson, Chairman

Dated: May 16, 2012

INTEG, INC.

By: Godfrey Garza, President

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012-17

APPROVING CHANGES TO THE REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES FOR DESIGN AND SURVEY WORK FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT TO INCLUDE ADDITIONAL SERVICES, AUTHORIZING A REVISED PROCUREMENT FOR SUCH SERVICES, AND APPROVING A PROCUREMENT SCHEDULE

THIS RESOLUTION is adopted this 2nd day of May, 2012 by the Board of Directors 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");

WHEREAS, on November 17, 2005, the Texas Transportation Commission (the "Commission") created the Authority pursuant to (i) the Act; (ii) Title 43, Texas Administrative Code; (iii) a petition of the Hidalgo County Commissioners Court (the "County"); and (iv) findings by the Commission that the creation of the Authority would result in certain direct benefits to the State of Texas (the "State"), local governments, and the traveling public and would improve the State's transportation system;

WHEREAS, the Commission determined that the Authority would benefit the State by constructing needed roadway projects as identified by the County, including the approximately 104-mile Hidalgo County Loop System, the US 83 La Joya Relief Route, and a US 281 alternate route from north of Edinburg to the Pharr International Bridge (collectively, the "Hidalgo County RMA Roadway System");

WHEREAS, the Authority has begun work on an independent project under the Hidalgo County Loop System, referenced as the International Bridge Trade Corridor;

WHEREAS, the International Bridge Trade Corridor is included in the Hidalgo County Metropolitan Planning Organization's Transportation Improvement Program and preliminary traffic and revenue estimates have been developed along with preliminary design work for the project;

WHEREAS, to proceed with the project, on November 15, 2011, the Authority approved a procurement for certain design and surveying services including, but not limited to providing: construction plans, specifications, and construction estimates, surveying, parcel plats, legal descriptions, right-of-way maps, design and construction survey, and/or aerial mapping;

WHEREAS, the Board elected to defer selecting a consultant or consultants under the procurement until the 2012 Strategic Plan for 2013-2018 was adopted;

WHEREAS, the 2012 Strategic Plan for 2013-2018 was approved by the Board on March 28, 2012, providing a plan that includes federal environmental clearance of the International Bridge Trade Corridor; and

WHEREAS, the Board finds it to be in the best interest of the Authority to re-publish the procurement to possibly include environmental services to federally clear the project and to provide for low level aerial flight for topography;

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 Executive Director will assess the options for professional environmental services to federally clear the Project;

Section 3. The Executive Director will re-publish the request for qualifications, to including any additional services described above.

Section 3. The Executive Director and/or the Program Manager will notify all participants in the related pre-bid conference of the status of the procurement.

Section 4. The Board authorizes the Planning Committee to approve the related procurement schedule.

*****

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING on the 2nd day of May, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Joe Daniel Olivarez, Secretary/Treasurer

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012-18

AUTHORIZING SCOPE OF SERVICES IN THE AREA OF FINANCIAL IMPACT AND ANALYSIS (UP TO A LEVEL II ANALYSIS) OF THE LA JOYA RELIEF ROUTE WITH FIRST SOUTHWEST COMPANY AND ITS SUBCONTRACTOR, C&M ASSOCIATES, INC.

THIS RESOLUTION is adopted this 28th day of March, 2012 by the Board of Directors 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");

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

WHEREAS, at a regular meeting on April 23, 2009, the Authority selected First Southwest Company as financial advisor and in September of 2009, the Board authorized First Southwest Company to expand its scope of services to include traffic and revenue analysis through a subcontractor; and

WHEREAS, the Board finds it to be in the best interest of the Authority to further examine the financial impacts of its projects, specifically the La Joya Relief Rout, in preparation for project financing;

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 the scope of services for traffic and revenue analysis, up to a Level II study, attached hereto as Exhibit A.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 28th day of March, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Joe Daniel Olivarez, Secretary/Treasurer

C&M

C&M Associates, Inc.

Proposal

Tollway Towers North, Suite 870
15770 North Dallas Parkway
Dallas, TX 75248
Tel: 214-245-5300
Fax: 214-889-5049

Shahram Bohluli, Ph.D., P.E.
Vice President
sbohluli@candm-associates.com

Date: March 3, 2012

To: Mr. Lois Jones, P.E.
Vice President
Dannenbaum Engineering

Subject: US 83 La Joya Relief Route
Intermediate Level (Level 2) Traffic and Revenue Study

C&M performed a Level 1 Traffic and Revenue (T&R) study for the US 83 La Joya Relief Route on February 2011, on behalf of the HCRMA. The following text presents a proposal to produce a Level 2 T&R for the same project.

Hidalgo County's proximity to major industrial and retail centers on both sides of the border has brought about rapid economic growth and new opportunities to the region. Population and employment in Hidalgo County has grown faster than that in other border counties in Texas. Population and employment grew by 33% and 29% between 2000 and 2009, respectively. The Milken Institute has ranked this metro area as one of the top ten best performing cities in the U.S. since 2005. According to TXP – C&M's independent economist – population in Hidalgo County is expected to grow with an annual average growth rate of about 2.6% from 2009 to 2030. In the same period, employment is expected to grow at a CAGR of about 2.4%. This growth is expected to contribute to increasing congestion in the future.

Figure 1 below shows the study area and the location and alignment of the Project.

In its development of T&R projections for the previous study, C&M took into account past and present socioeconomic data and traffic trends, other preliminary traffic and revenue studies, existing information as well as newly-collected data. All this data currently needs and update to reflect the new current condition in the study area, such as:

- **2010 Census**. At the time of the analysis, the 2010 census had not been published yet. Although early 2010 census population data for Hidalgo County are 2% higher than C&M's assumption, there may have been changes at the census tract level which are now available. More importantly, Mexico also conducted a census in 2010, and Reynosa's population growth has slowed down from 5.6% CAGR in 2000 to 3.6% CAGR in 2010. These numbers however, may mask an even greater slowdown in the last few years due to violence.
- **Employment.** The Texas work force commission has recently released 4th quarter 2010 employment numbers which can be included in the new study.

Mr. Lois Jones, P.E.
Vice President
Dannenbaum Engineering

March 3, 2012

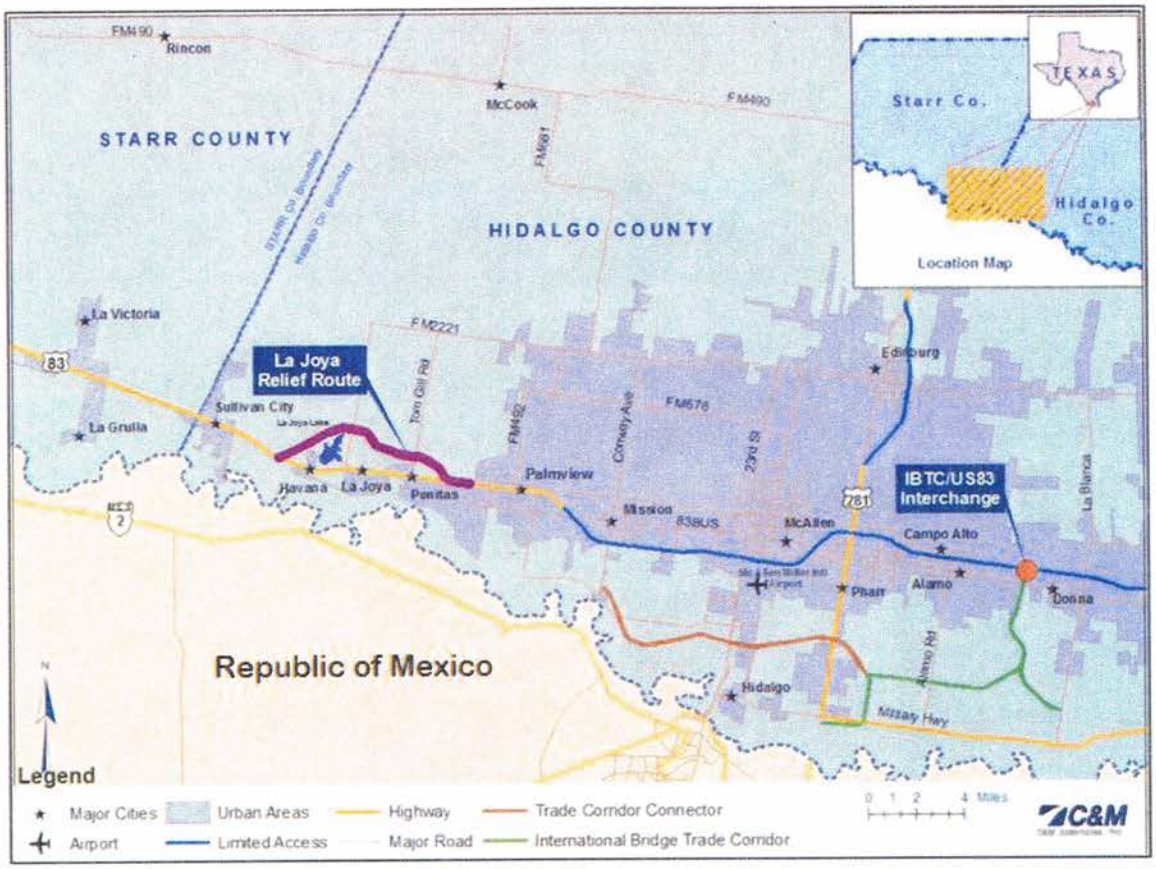


Figure 1. Study Area

- **Gas prices**. Gasoline availability and prices were assumed to remain at levels that would not significantly affect traffic. Although gas prices during 2010 did not reach the peak prices observed in 2008 and 2011, gas prices increased about 30% in 2010 when compared to 2009.
- **Economic recovery**. Both the United States and Mexico have been technically out of recession since June of 2009 and September of 2009, respectively. However the economic recovery has been slower than anticipated.
- **Other factors**. Other factors that could be affecting border crossings include the strengthening of the peso against the dollar (18% since January 1 of 2009), an increased anti-immigration rhetoric, a decrease in illegal immigration, and a perception of greater immigration enforcement.

Mr. Lois Jones, P.E.
Vice President
Dannenbaum Engineering

March 3, 2012

SCOPE OF WORK

1. Project Management/Mobilization

Upon receiving the Notice to Proceed, the Project Manager will schedule a project kick-off meeting with key stakeholders for updating, revising and/or defining alternatives, and overall project methodology and data requirements established in this scope of work. Based on this meeting, the Project Manager will revise this scope of work and develop a Project Control Plan, outlining the identified project stakeholders, specific project procedures, project methodology, data collection needs, schedule, and project contact information. Upon identification of project stakeholders, the Project Manager will issue a notice to such stakeholders regarding project commencement and will request assistance in gathering existing data, when applicable.

Deliverable: *Project Control Plan (PCP) within first 1 week following the kick off meeting, Progress reports and meeting minutes, when applicable.*

2. Existing Information

a. Traffic information update
b. Socioeconomic information update
c. Other project related information update

3. Field Work and Surveys

a. Traffic counts
b. Passenger car and truck O-D surveys
c. Survey data analysis

4. Socioeconomic Analysis

a. Update of historical socioeconomic data with newly available data
b. Review/revise of socioeconomic forecasts

5. Travel Demand Model Update

a. Review/revise of four step travel demand modeling based on new information
b. Review/revise external trip tables based new border crossing information
c. Review/revise model calibration and validation

6. Opening Year Traffic

a. *Opening Year Trip Tables:* Preparation of opening -year trip tables that include diverted traffic (toll diversion model), induced traffic (trips not present at the time), and traffic generated from special generators.
b. *AADT Traffic Estimates:* C&M will utilize the base travel demand model to forecast AADT values for each vehicle class. Based on characteristics compiled in Tasks 2.2 and 2.3, C&M may develop day of the week estimates in addition to seasonal estimates.

7. Future Year Forecast

a. Update network based on potentially revised proposed improvements
b. Review/revise toll rates and toll gantry locations according to new updates
c. Toll traffic assignment runs for different scenarios

d. *Ramp-Up Period:* The opening year estimated traffic will be adjusted to account for project ramp-up based on toll operation characteristics such as electronic-toll-collection market penetration and other factors characteristic of start-up projects and/or characteristic to the area.
e. *Future years forecast:* Based on the opening year and future networks and trip tables, the traffic will be forecasted for two future years after opening year estimated by the developed travel demand model.

8. Sensitivity Analyses

Scenario analysis: Based on previously defined set of alternatives additional scenario will be defined by C&M after consultation with stakeholder, especially financial advisors. This scenario may vary key parameters such as socioeconomic data assumptions, road network improvements or the introduction of other competitive modes, different tolling schemes or systems, timing of the construction and roadway opening. For the preferred scenarios, C&M will establish a framework to test sensitivities of model outputs to variations in toll (revenue-maximizing toll rates).

9. Traffic and Revenue Forecast

Base case traffic and revenue forecast: Develop annual traffic estimates for the opening year and anticipated future years of the concession. The traffic projection will be adjusted to reflect variations within the week (weekday vs. weekend), seasonal monthly variations, and holidays and school vacations. Using this information, annual revenues will be calculated for the opening and future years.

10. Documentation

C&M will report its findings for this study in accordance with the following tasks:

a. *Preparation of Draft Report:* A Draft Report will be prepared to document assumptions, inputs, findings, and results. The Draft Report will be delivered for review by Client staff.
b. *Final Report:* C&M will evaluate and respond to comments received during the review period. Accordingly, C&M will revise the draft report, to address the comments received during this period.

Deliverables: *Draft Report of Traffic and Revenue Study*
Final Report of Traffic and Revenue Study

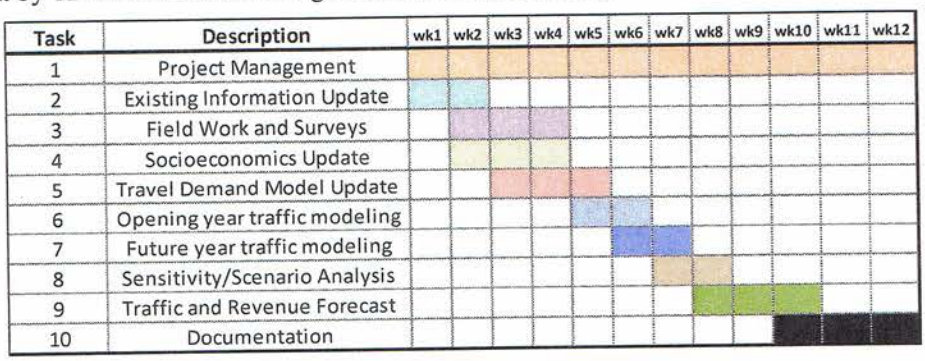
Mr. Lois Jones, P.E.
Vice President
Dannenbaum Engineering

March 3, 2012

SCHEDULE AND FEES

Schedule

C&M is readily available to start work. As shown in this figure, C&M is able to submit the Draft report for comment by 12 weeks after receiving Notice to Proceed (NTP).



Task	Description	wk1	wk2	wk3	wk4	wk5	wk6	wk7	wk8	wk9	wk10	wk11	wk12
1	Project Management												
2	Existing Information Update												
3	Field Work and Surveys												
4	Socioeconomics Update												
5	Travel Demand Model Update												
6	Opening year traffic modeling												
7	Future year traffic modeling												
8	Sensitivity/Scenario Analysis												
9	Traffic and Revenue Forecast												
10	Documentation												

Fees

A table presenting the fee for Level 2 Traffic and Revenue Study, inclusive of all direct costs is presented next

LABOR			
Task 1	Project Management		$7,587
Task 2	Existing Information Update		$13,656
Task 3	Field Work and Surveys		$13,656
Task 4	Socioeconomics Update		$10,287
Task 5	Travel Demand Model Update		$13,656
Task 6	Opening year traffic modeling		$10,287
Task 7	Future year traffic modeling		$10,287
Task 8	Sensitivity/Scenario Analysis		$10,287
Task 9	Traffic and Revenue Forecast		$13,656
Task 10	Documentation		$20,971
Total Labor			$124,327
DIRECT EXPENSES *			
C&M Associates			
Travel		$1,000	
Total C&M		$1,000	**$1,000**
Sub consultants			
Filed Work and Surveys			
Data Collection		$30,000	
Total Field Work			**$30,000**
Total Expenses (includes sub consultants)			**$31,000**
Total Cost for Project			**$155,327**

*Direct expenses are estimates. Client will be billed at actual cost.

STATE OF TEXAS
COUNTY OF HIDALGO
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

RESOLUTION NO. 2012-20

RESOLUTION AUTHORIZING THE REMOVAL OF DENNIS BURLESON AS A SIGNATORY ON ALL FIRST NATIONAL BANK ACCOUNTS AND ADDING RICARDO PEREZ AS A SIGNATORY ON THE DEBT SERVICE ACCOUNT

THIS RESOLUTION is adopted this 16th day of May, 2012 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 First National Bank in connection with a letter of credit agreement by and between First National Bank and the Authority; and

WHEREAS, it has become necessary to revise the authorized signatories for the bank accounts; and

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

1. The Board of Directors authorizes the removal of Dennis Burleson, Chairman, as an authorized signatory on all First National Bank Accounts.

2. The Board of Directors authorizes the addition of Ricardo Perez, Director, as an authorized signatory on the First National Bank Debt Service Account.

Passed and Approved as to be effective immediately this **16th** day of **May 2012**, 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.

Hidalgo County Regional Mobility Authority

Dennis Burleson, Chairman

Attest:

Joe Daniel Olivarez, Board Secretary/Treasurer

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012 – 21

REQUESTING AUTHORITY FROM HIDALGO COUNTY TO PLEDGE THE VEHICLE REGISTRATION FEE FOR LONG TERM TRANSPORTATION PROJECTS IN HIDALGO COUNTY

THIS RESOLUTION is adopted this 20th day of June, 2012 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 responsible for developing certain long-term transportation projects in Hidalgo County, including SH 365/TCC (the "Project");

WHEREAS, the Commissioners Court of Hidalgo County (the "Court"), at a duly called and noticed meeting on August 14, 2007, and pursuant to Texas Transportation Code Section 502.1725 (the "Provision"), voted to impose the Optional County Fee for Transportation Projects (the "Fee") for vehicles registered in Hidalgo County;

WHEREAS, the Fee was implemented on January 1, 2008 and shall be in effect until the Court rescinds that certain "Order Imposing a County Fee for Transportation Projects";

WHEREAS, pursuant to the Provision, the Fee must be remitted by the County to the Authority to fund long-term transportation projects in the County;

WHEREAS, on December 18, 2007, the County approved that certain "Order Authorizing the Pledge of the $10 Optional Vehicle Registration Fee and Committing Not to Rescind the Fee until the Occurrence of Certain Events" authorizing the collection and dedication of the Fee to the Authority until the earliest of:

(a) The date on which all of the principal of, premium, if any, and interest on the Authority's debt is paid in full through additional project financing sources, revenues from the operation of all or part of the project, or any other source of revenue used to satisfy the Authority's debt and such debt is no longer outstanding;
(b) The date on which the Authority's debt matures, all principal of, premium if any, and interest on the Authority's debt is paid in full, and all Authority debt is no longer outstanding; or
(c) December 31, 2008, but only if the Authority debt secured by the Fee revenue has not been issued by that date;

WHEREAS, on June 1, 2008 the Authority entered into that certain "Credit Agreement by and between Hidalgo County Regional Mobility Authority and First National Bank" and on October 1, 2009 entered into that certain "Amended and Restated Credit Agreement by and between the Hidalgo County Regional Mobility Authority and First National Bank" (the "Credit Agreement");

WHEREAS, under the terms of the Credit Agreement, the Authority may borrow up to $15,000,000 for "Transportation Project Costs" with principal and interest payments due in full by November 1, 2020;

WHEREAS, under the Credit Agreement, Transportation Project Costs include:

(a) Expenses of studying the cost and feasibility and other expenses relating to the preparation and issuance of bonds for the proposed Project, including but not limited to traffic estimates, revenue estimates, engineering and legal services, plans, specifications, surveys, appraisals, construction cost estimates, and other expenses necessary or incidental to determining the feasibility of the acquisition, construction, improvement, extension, or expansion relating to the Hidalgo County Loop System Project;
(b) Costs associated with securing the Credit Agreement; and
(c) The reimbursement to the Authority of costs attributable to certain preliminary cost and feasibility and other expenses relating to the preparation of financing of the Hidalgo County Loop System Project incurred prior to the Credit Agreement;

and Transportation Project Costs do not include:

(a) The actual construction of the Hidalgo County Loop System Project;
(b) The acquisition of right-of-way or other interest in real property or equipment or facilities; or
(c) Engineering not necessary for determining the cost and feasibility of the Project;

WHEREAS, the Authority finds it to be in the best interest of the County and the mobility of the region to issue additional debt secured by a pledge on the Fee to further the initial projects of the Hidalgo County Loop System and pay off the debt under the Credit Agreement in full;

WHEREAS, in a public presentation on May 8, 2012 and in its Annual Report and Strategic Plan, the Authority notified the County of its intent to issue debt in 2012;

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 the request to the County to pledge the Fee toward additional debt in furtherance of the development of long-term transportation projects in the County.

*****

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 20th day of June, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A
FINANCE PLAN

EXHBIT B
PROJECT DESCRIPTION

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012 – 22

RESOLUTION IN SUPPORT OF THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY'S SOUTH PADRE ISLAND 2ND ACCESS PROJECT AND RECOMMENDED ALTERNATIVE AS IDENTIFIED IN THE DRAFT ENVIRONMENTAL IMPACT STUDY

THIS RESOLUTION is adopted this 20th day of June, 2012 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's neighboring mobility authority, the Cameron County Regional Mobility Authority, is a partner in mobility solutions for the entire Lower Rio Grande Valley region; and

WHEREAS, the Cameron County Regional Mobility Authority's mission since its inception, in 2005, is to promote safe and effective mobility, improve the quality of life for area residents, and to create quality economic development to attract job growth all through a sustainable transportation network; and

WHEREAS, in 2005 the Cameron County Regional Mobility Authority became the lead project sponsor for the South Padre Island 2nd Access project; and

WHEREAS, since then, the Cameron County Regional Mobility Authority has been working in conjunction with the Texas Department of Transportation to submit a Draft Environmental Impact Statement (DEIS) to the respective federal and state cooperating agencies for review and further processing; and

WHEREAS, the Cameron County Regional Mobility Authority through this DEIS process has identified a recommended site or alternative on the northern end of South Padre Island; and

WHEREAS, the Hidalgo County Regional Mobility Authority recognizes the importance of a 2nd Access to South Padre Island as it will improve safety conditions, facilitate mobility and access for the traveling public during emergencies, promote tourism and support economic development opportunities for our region; and

WHEREAS, the 2nd Access project will spur new development on South Padre Island with endless opportunities as it continues as a leading destination for local, state, national, and international visitors; and

WHEREAS, Hidalgo County Regional Mobility Authority believes that a 2nd Access to South Padre Island is critical to the future of our region as many visitors from throughout the Rio Grande Valley and Northern Mexico also travel there on any given day or weekend; and

WHEREAS, the Hidalgo County Regional Mobility Authority recognizes that the development of a project like the 2nd Access will have a tremendous positive economic impact on both job creation and economic growth to the South Texas region; and

WHEREAS, the Hidalgo County Regional Mobility Authority also recognizes the need to improve safety, access and mobility for the traveling public leading to and from South Padre Island.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Regional Mobility Authority expresses its strong support to the Cameron County Regional Mobility Authority as it works to establish its preferred alternative and seek a record of decision for the South Padre Island 2nd Access project.

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 20th day of June, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Ricardo Perez, Secretary/Treasurer

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012 – 23

EXERCISING ONE YEAR EXTENSION TO THE FINANCIAL ADVISORY SERVICES AGREEMENT WITH FIRST SOUTHWEST COMPANY

THIS RESOLUTION is adopted this 18th day of July, 2012 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 May 14, 2009 the Authority entered into a Financial Advisory Services Agreement with First Southwest Company to advise the Authority regarding financial issues affecting the Authority and its operations and regarding the issuance and sale of all evidence of indebtedness or debt obligation that may be authorized and issued or otherwise created or assumed by the Authority from time to time during the period the Agreement is in effect;

WHEREAS, the agreement was entered into for an initial three year period with provisions to exercise one year extensions after the three year period;

WHEREAS, the Board has determined it is in the best interest of the Authority to exercises a one year extension to the Financial Advisory Services Agreement with First Southwest Company;

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

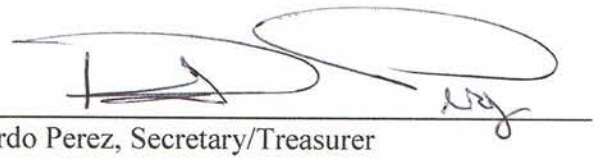
Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves a one year extension to the Financial Advisory Services Agreement with First Southwest Company.

*****

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 July, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman



Ricardo Perez, Secretary/Treasurer

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012 – 24

AMENDING 2012-2017 STRATEGIC PLAN – PROJECT MANAGER STRATEGY NO. 8 TO INCLUDE ENVIRONMENTAL CLEARANCE AND PRELIMINARY ENGINEERING OF SH 365 FROM FM 396 TO FM 1016 AND RELATED ACTION

THIS RESOLUTION is adopted this 18th day of October, 2012 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, Section 370.261 of the Act requires that the Authority, every even numbered year, develop a five year strategic plan;

WHEREAS, on March 28, 2012 the Authority approved the 2012-2017 Strategic Plan - Project Manager Strategy No. 8, which included SH 365 with a four (4) lane roadway and no bridge structure over the Anzalduas Bridge from the limits of US 281/Military Highway to FM 396;

WHEREAS, the Texas Department of Transportation has requested that the 2012-2017 Strategic Plan – Project Manager Strategy No. 8 be amended to coincide with Minute Order No. 112250, which delineates the western limit of the SH 365 project up to FM 1016;

WHEREAS, the amendment to the 2012-2017 Strategic Plan – Project Manager Strategy No. 8 adds approximately 3.15 miles of roadway to the SH 365 project from FM 396 to FM 1016;

WHEREAS, the Authority will also environmentally clear and perform preliminary engineering on the segment of SH 365 from FM 396 to FM 1016 as part of the approved project limit;

WHEREAS, on August 15, 2012, the Authority held a public hearing on the proposed Strategic Plan amendment and received favorable comments and no opposition;

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 the amendment to the 2012-2017 Strategic Plan –

Project Manager Strategy No. 8 to include the segment of SH 365 from FM 396 to FM 1016 attached hereto as Exhibit A to coincide with Texas Department of Transportation Minute Order No. 112250 attached hereto as Exhibit B.

Section 3. The Board authorizes the Executive Director to amend existing professional service contracts to environmentally clear and conduct preliminary engineering on the segment of SH 365 from FM 396 to FM 1016.

*****

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 October, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A
AMENDED 2012-2017 STRATEGIC PLAN – PROJECT MANAGER
STRATEGY NO. 8
ADDING THE SEGMENT OF SH 365
FROM FM 396 TO FM 1016

DRAFT
SUBJECT TO REVISION

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

DANNENBAUM – PROGRAM MANAGER

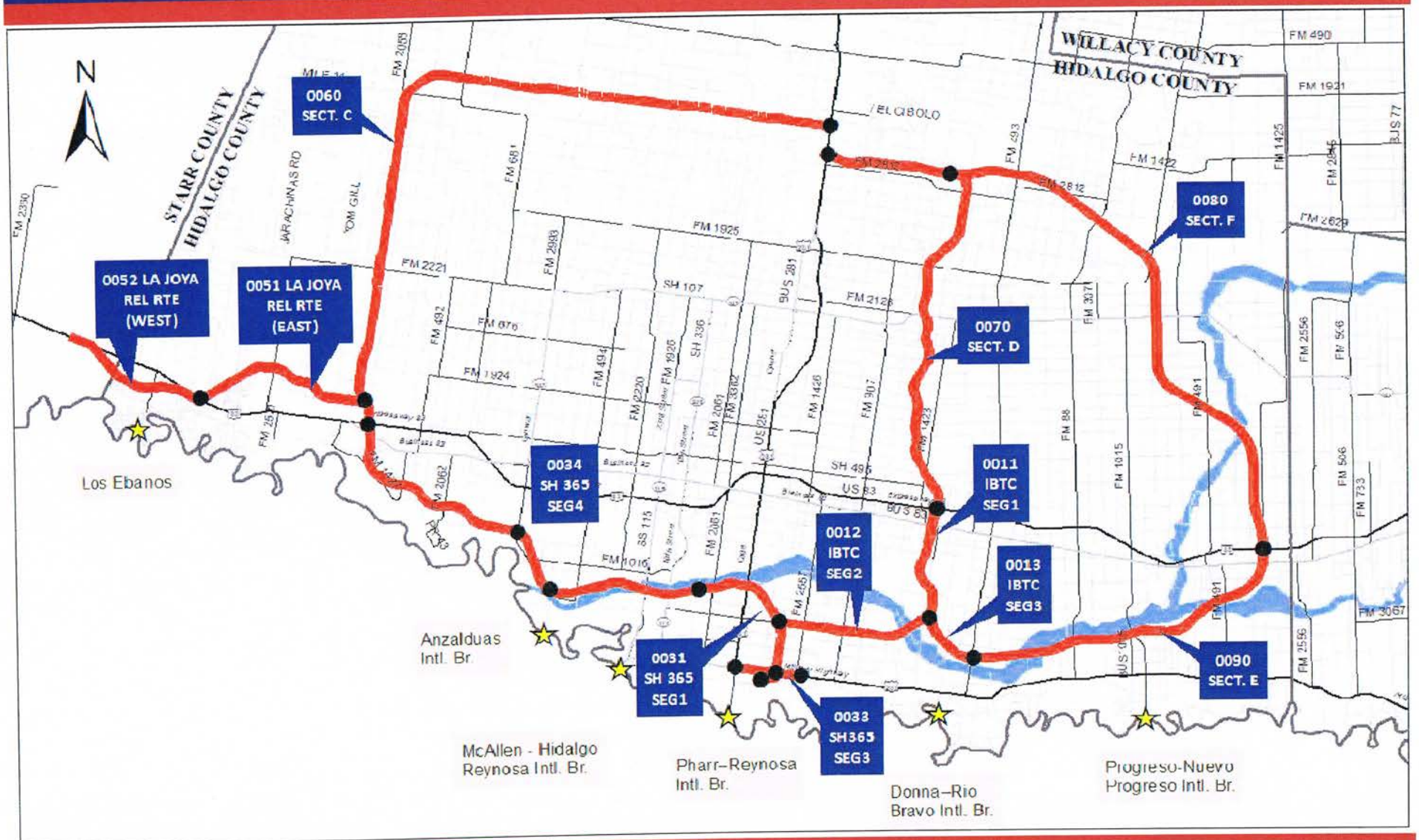
STRATEGIC PLAN 2012 - 2021

Long-term Loop Concept

DRAFT SUBJECT TO REVISION

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

DANNENBAUM – PROGRAM MANAGER



Currently Available Funds

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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

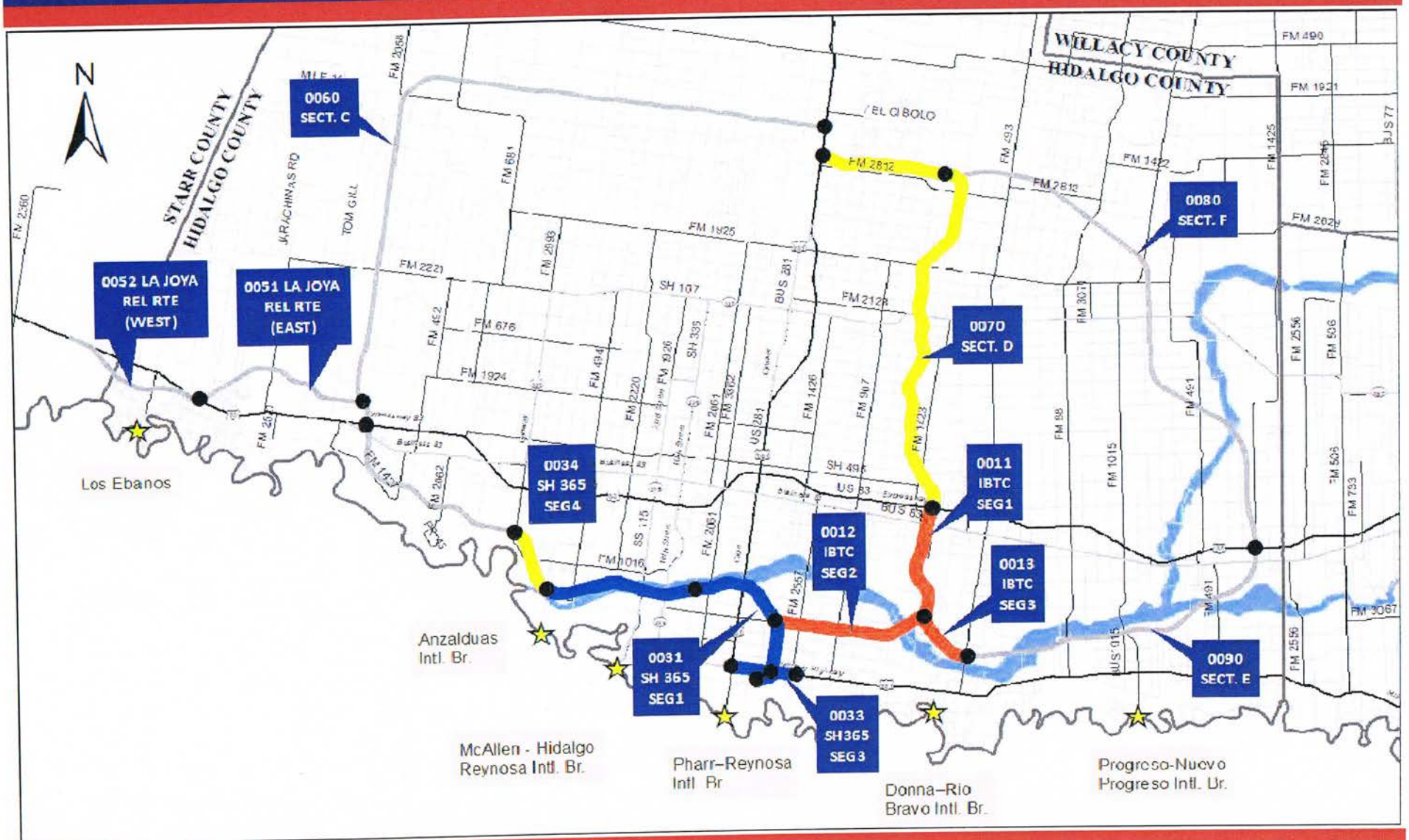
DANNENBAUM – PROGRAM MANAGER

Funding Description	IBTC (All Segments)	SH 365 (All Segments)	Total
TxDOT Category 10 (Earmark)	$ -	$ 1,293,144	$ 1,293,144
TxDOT Category 10 (CBI - On System)	$ -	$ 2,000,000	$ 2,000,000
TxDOT Category 10 (CBI - Off System)	$ -	$ 3,600,000	$ 3,600,000
Total VFR Bonds	*$60M projected Net*		$ 60,000,000
Availability Funds (in lieu of Passthrough Funds)	$ -	$112,055,735	$112,055,735

Selected Strategy 8 – 4 Lane

DRAFT
SUBJECT TO REVISION
HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

DANNENBAUM – PROGRAM MANAGER



Strategy 8 – Highlights

- SH 365: (Segments 1 - 3) (4 Lane) is fully constructed with tolls starting December 2017 (which includes development and construction of the US 281 overpass project whose environmental document would be consolidated into the EA for SH 365).
- SH 365: (Segment 4) (4 Lane) Taken through preliminary engineering with environmental clearance (assuming EA) in April 2014.
- IBTC: (Segments 1 - 3) (4 Lane) is fully constructed with tolls starting October 2019.
- La Joya: Handed back to TxDOT so they can build frontage roads, and at such time as it is toll-viable the HCRMA may develop mainlanes, bridges and toll facilities.
- Section D: Taken through environmental clearance with preliminary engineering with activity ending June 2020.

EXHIBIT B
TEXAS TRANSPORTATION COMMISSION MINUTE ORDER 112250
DATED APRIL 29, 2010

TEXAS TRANSPORTATION COMMISSION

HIDALGO County

MINUTE ORDER

PHARR District

In HIDALGO COUNTY, local officials have requested the designation of the proposed Trade Corridor Connector Project as STATE HIGHWAY 365 along a new location from FM 1016, 1.7 miles south of US 83, eastward to FM 3072, 0.9 mile west of FM 2557, a distance of approximately 12.73 miles. The new route will enhance mobility in the area by providing a new east-west corridor.

Pursuant to Texas Transportation Code, §§201.103 and 221.001, the executive director recommends designating the proposed Trade Corridor Connector Project as SH 365 along a new location from FM 1016, 1.7 miles south of US 83, eastward to FM 3072, 0.9 mile west of FM 2557.

The Texas Transportation Commission (commission) finds that the designation of SH 365 will facilitate the flow of traffic, promote public safety, and maintain continuity of the state highway system and is necessary for the proper development and operation of the system.

IT IS THEREFORE ORDERED by the commission that SH 365 be designated along a new location from FM 1016, 1.7 miles south of US 83, eastward to FM 3072, 0.9 mile west of FM 2557, a distance of approximately 12.73 miles. In the event construction of the Trade Corridor Connector Project (SH 365) does not begin within 36 months of the date of this order, the order shall become null and void.

IT IS FURTHER ORDERED that if the project is developed by an entity other than the Texas Department of Transportation (department), the maintenance, control, and jurisdiction of the project will remain with the developing entity until the highway is opened to traffic as approved by the department.

Submitted and reviewed by:

James L. Randall

Director, Transportation Planning and Programming Division

Recommended by:

Executive Director

112250 APR 29 10

Minute Number | Date Passed

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012 – 25

SUPPLEMENTAL NUMBER 1 TO PROFESSIONAL SERVICES AGREEMENT WITH DANNENBAUM ENGINEERING CORPORATION AMENDING TERMINATION DATE FOR WORK AUTHORIZATION NUMBER 3

THIS RESOLUTION is adopted this 2nd day of August, 2012 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 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;

WHEREAS, the Authority has subsequently approved work authorizations numbers 1, 3 and 4 in the amounts of $909,960.63, $57,750.00 and $891,814.61 respectively;

WHEREAS, the termination date for work authorizations number 3 has lapsed;

WHEREAS, the Authority has determined it is necessary to extend the termination date for work authorization number 3 to complete the authorized task;

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.

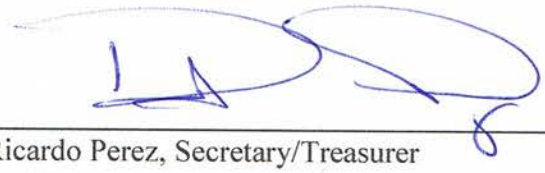
Section 2. The Board hereby approves the supplemental to the professional services agreement with Dannenbaum Engineering Corporation and amends the termination date for work authorization numbers 3 attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the supplemental 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 SPECIAL MEETING, duly posted and noticed, on the 2nd day of August, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman



Ricardo Perez, Secretary/Treasurer

EXHIBIT A

SUPPLEMENTAL NO. 1 TO PROFESSIONAL SERVICE AGREEMENT WITH DANNENBAUM ENGINEERING CORPORATION DATED OCTOBER 27, 2011 AMENDING TERMINATION DATES FOR WORK AUTHORIZTION NUMBER 3

ATTACHMENT D
D-2
SUPPLEMENTAL WORK AUTHORIZATION NO. 1
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 Program Management Engineering Services" 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 Work Authorization No. 3 are hereby amended as follows:

PART I. The Engineer will perform program management and engineering services generally described in accordance with the project description attached hereto and made a part of this Supplemental Work Authorization. Exhibit C of the original Work Authorization No. 1 is amended as shown in Exhibit C-1 which reflects an increase in schedule to February 1, 2013, which is attached hereto and made a part of this Supplemental Work Authorization. All Exhibits in the Original Work Authorization No. 3 remain unchanged.

PART II. The remaining amount payable under Work Authorization No. 1 **remains the same ($0.00 net increase in fee)** and the method of payment is **lump sum** as set forth in Attachment E of the Agreement.

PART III. The termination date is extended from February 1, 2012 to February 1, 2013 to allow the Engineer to complete on-going services under Work Authorization No. 3. Exhibit C, Work Schedule is amended with the attached Exhibit C-1, Work Schedule.

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)
Louis H. Jones Jr., PE	Pilar Rodriguez
(Printed Name)	(Printed Name)
Principal	Executive Director
(Title)	(Title)
7/25/12	August 2, 2012
(Date)	**(Date)**

Exhibit C-1 Work Schedule

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012 – 26

APPROVING WORK AUTHORIZATION NUMBER 5 TO PROFESSIONAL SERVICES AGREEMENT WITH DANNENBAUM ENGINEERING CORPORATION FOR PROGRAM MANAGEMENT OF SH 365 PROJECT

THIS RESOLUTION is adopted this 20th day of September, 2012 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 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;

WHEREAS, the Authority has subsequently approved Work Authorizations Numbers 1, 3, and 4, including Supplemental Number 1 to Work Authorization Number 4, in the amounts of $909,960.63, $57,750.00 and $694,355.85 respectively;

WHEREAS, to continue Program Management of SH 365 Project, Work Authorization Number 5 has been prepared by Danennbaum Engineering and reviewed by HCRMA Staff;

WHEREAS, HCRMA staff has negotiated Work Authorization Number 5 in the amount of $802,369.93;

WHEREAS, the Authority has determined it is necessary to approve Work Authorization Number 5 to continue Project Management and Advance Project Development for SH 365;

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 the Work Authorization Number 5 to the Professional Services Agreement with Dannenbaum Engineering Corporation hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Work Authorization Number 5 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 20th day of September, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZTION NUMBER 5 TO PROFESSIONAL SERVICE AGREEMENT WITH DANNENBAUM ENGINEERING CORPORATION DATED OCTOBER 27, 2011

ATTACHMENT D
WORK AUTHORIZATION
D-1
WORK AUTHORIZATION NO. 5-Revised 09/21/2012
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 as 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 **$804,287.29** 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 12/31/2012, 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)
9/21/12	9/21/2012
(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, Cities, 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.
7) Administrative Assistance in Flor Koll and other administrative assistance as required to assist Dannenbaum in creating the HCRMA hard files, Dannenbaum shall only direct personnel.

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. 5

1. The Authority will provide a copy of the truck ordinance report submitted by L&G Engineering.

2. To its best efforts, the Authority will provide all available and applicable existing detailed construction cost estimates for all existing schematics.

3. To its best efforts, the Authority will provide any available drainage studies and approval letters from HCDD No. 1 and applicable cities for existing schematics.

4. Administrative Assistance in Flor Koll and other administrative assistance as required to assist Dannenbaum in creating the HCRMA hard files, Dannenbaum shall only direct personnel.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012 – 27

AMENDMENT TO THE FINANCIAL ADVISORY SERVICES AGREEMENT WITH FIRST SOUTHWEST COMPANY TO INCLUDE A LEVEL OF SERVICE ANALYSIS OF SH 365 AND TRAFFIC OPERATIONS ANALYSIS OF US 281/US 83 INTERCHANGE AS PART OF THE TRAFFIC AND REVEUNE STUDY FOR SH 365, IBTC, SEGMENT D AND LA JOYA RELIEF ROUTE

THIS RESOLUTION is adopted this 15th day of August, 2012 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 May 14, 2009 the Authority entered into a Financial Advisory Services Agreement with First Southwest Company to advise the Authority regarding financial issues affecting the Authority and its operations and regarding the issuance and sale of all evidence of indebtedness or debt obligation that may be authorized and issued or otherwise created or assumed by the Authority from time to time during the period the Agreement is in effect;

WHEREAS, on March 28, 2012 the Authority amended the Financial Advisory Services Agreement with First Southwest Company to include a Traffic and Revenue Study for SH 365, IBTC, Segment D and the La Joya Relief Route in the amount of $426,004.00;

WHEREAS, First Southwest has prepared a proposal to conduct a Level of Service Analysis of SH 365 and a Traffic Operations Analysis of US 281/US 83 Interchange as part of the Traffic and Revenue Study to further develop optimum traffic and revenue projections for the various projects in the amount of $148,225.00;

WHEREAS, the Board has determined it is necessary to include a Level of Service Analysis of SH 365 and a Traffic Operations Analysis of the US 281/US 83 Interchange as part of the Traffic and Revenue Study;

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.

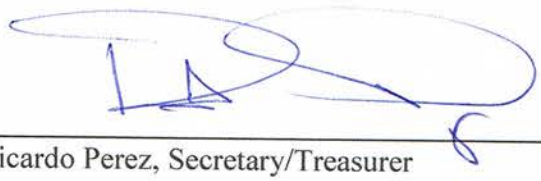
Section 2. The Board hereby approves an amendment to the Financial Advisory Services Agreement with First Southwest Company hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Amendment to the Financial Advisory Services Agreement with First Southwest 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 15th day of August, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman



Ricardo Perez, Secretary/Treasurer

EXHIBIT A

AMENDMENT TO FINANCIAL ADVISORY SERVICES AGREEMENT WITH FIRST SOUTHWEST COMPANY

C&M

Proposal

Tollway Towers North, Suite 870
15770 North Dallas Parkway
Dallas, TX 75248
Tel: 214-245-5300
Fax: 214-889-5049

Shahram Bohluli, Ph.D., PE
Vice President
Email: sbohluli@candm-associates.com

Date: June 25, 2012

To: Mr. Louis Jones, P.E.
Vice President
Dannenbaum Engineering
1109 Nolana Loop, Suite 208
McAllen Texas 78504

Subject: SH 365 Corridor - Levels of Service Analysis

PROJECT UNDERSTANDING:

SH 365 is proposed as a four lane limited access highway and is expected to open to traffic in 2017. It is about 13 mile long. As shown in Figure 1, it will connect Pharr-Reynosa International Bridge and Anzalduas International Bridge with Foreign Trade Zone and other industrial areas in southern Hidalgo County. SH 365 improves the mobility in east – west direction in this area. SH 365 is expected to open in 2017. International Bridge Trade Corridor, another part of Hidalgo County Loop, connects SH 365 near Dicker Road and extends to US 83 east of FM 907. This road is expected to open in 2019. Opening of IBTC is expected to increase traffic on SH 365 because IBTC and SH365 together will increase mobility in the east-west direction.

C&M understands that Hidalgo County Regional Mobility Authority intends to evaluate the advantages and disadvantages of providing accesses to each of the roadways intersected by SH 365. There is a cost corresponding to building each interchange. So, it is necessary to study the need of each interchange. Traffic demand at each interchange will provide an estimate of the need for that interchange. As part of justification of the interchanges, level of service (LOS) at the interchange is evaluated. An evaluation of levels of service (LOS) on all sections of the toll road as well as the at grade intersections on the intersecting streets is proposed.

This analysis will include:

- LOS analysis for all SH 365 mainlanes and ramp junctions using Highway Capacity Software.
- LOS analysis for all at grade intersections at all interchanges along SH 365.

C&M'S QUALIFICATIONS:

C&M performed an investment grade traffic and revenue study for IBTC and TCC (now SH 365) in 2010. Currently, C&M is performing a level 2 Traffic and Revenue Study for three segments of the Hidalgo County Loop - SH 365, IBTC and Segment D.

Mr. Louis Jones, P.E.
Vice President
Dannenbaum Engineering
1109 Nolana Loop, Suite 208
McAllen Texas 78504

June 25, 201

C&M staff has experience and expertise to perform the LOS analysis proposed for the SH 365 project. C&M staff has successfully performed similar analyses for several other projects in the State of Texas.

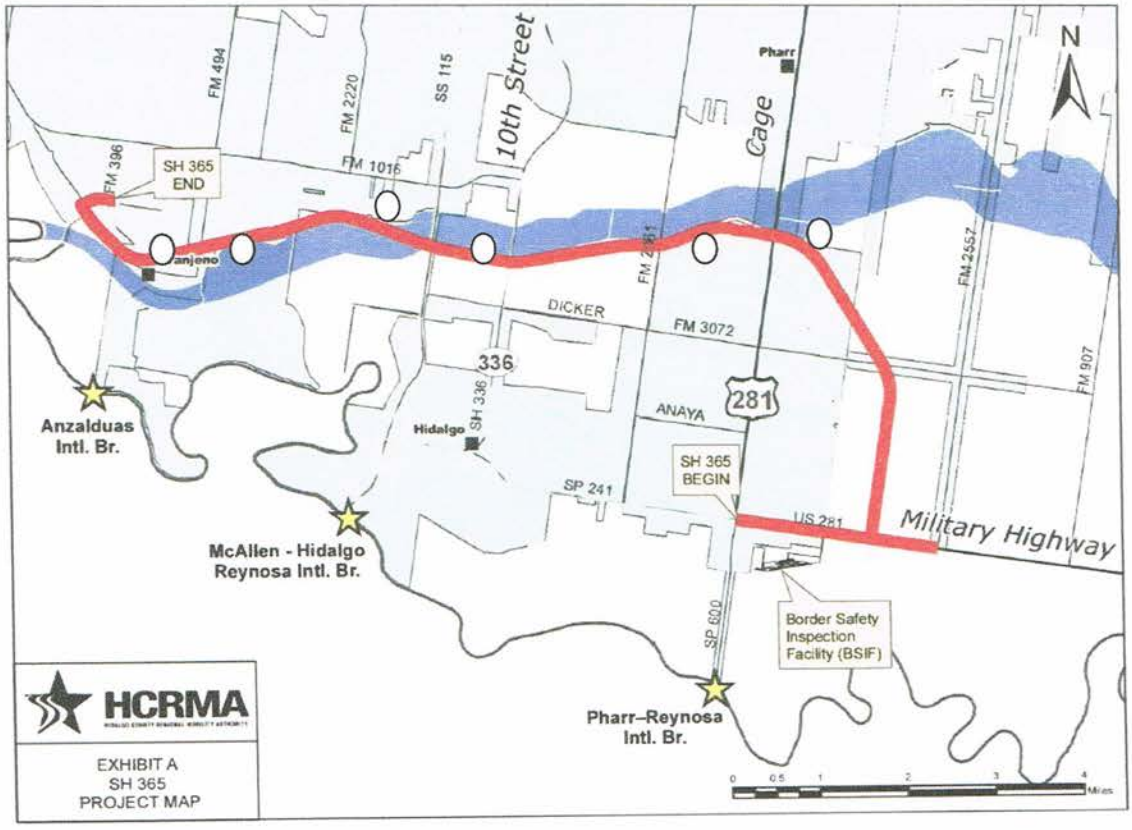


Figure 1. SH 365 Project Alignment

SCOPE OF THE WORK:

1. Project Management

Upon receiving the Notice to Proceed, the Project Manager will schedule a project kick-off meeting with key stakeholders to gain consensus on overall project methodology and data requirements established in this scope of work. Based on this meeting, the Project Manager will revise this scope of work and develop a Project Control Plan, outlining the identified project stakeholders, specific project procedures, project methodology, data collection needs, schedule, and project contact information. Upon identification of project stakeholders, the Project Manager will issue a notice to such stakeholders regarding project commencement and will request assistance in gathering existing data, when applicable.

Mr. Louis Jones, P.E.
Vice President
Dannenbaum Engineering
1109 Nolana Loop, Suite 208
McAllen Texas 78504

June 25, 201

Deliverable: *Project Control Plan (PCP) within first 1 week following the kick off meeting, Progress reports and meeting minutes, when applicable.*

2. Existing information review:

C&M will review the following existing information:

- TxDOT Traffic maps for the recent years.
- Traffic count data available from TxDOT permanent traffic count locations.
- All the available traffic counts on intersecting streets. C&M collected traffic counts on all the major north-south streets in May 2012.
- Traffic forecast on SH 365 developed by C&M in earlier studies.
- Latest Schematics available for the SH 365 project, including configuration of interchanges with the cross streets.

3. Data collection:

C&M does not anticipate collecting new traffic data as part of this project. C&M will utilize traffic counts collected in May 2012 on north-south streets intersected by SH 365, as necessary.

4. Traffic projections:

The LOS analysis will be performed for three model years – First year after traffic ramp-up (2025), intermediate year (2035) and last forecast year (2057). LOS analysis requires traffic volumes on all the roadway links analyzed. Intersection turning movements are necessary to analyze the LOS of intersections with the north-south roadways. C&M uses the Hidalgo-Cameron Travel Demand Model (HCTDM) to model the travel demand on the tolled HC Loop segments as part of its level 2 traffic and revenue study. C&M has developed time-of-day model with demand estimates for AM, Mid-day and PM peak periods. C&M will utilize the traffic volumes and turning movements forecasted in this HCTDM for this LOS analysis. Balanced AM and PM peak hour volumes required for the LOS analysis will be developed by applying necessary adjustment factors to the peak period demands obtained from the model. Traffic growth forecasted in the traffic and revenue study will be used to develop volumes for 2057.

5. Levels of Service Analysis:

C&M will perform LOS analyses of main lanes, ramps, intersections/interchanges, direct connects and other access points of proposed SH 365 corridor utilizing traffic projections developed for the project. C&M will use the traffic projections to perform traffic analyses for the year after traffic ramp-up (2025), intermediate year (2035) and last forecast year (2057). C&M will analyze each freeway segment of the corridor for operational LOS in accordance with the methodologies of Highway Capacity Manual.

Mr. Louis Jones, P.E.
Vice President
Dannenbaum Engineering
1109 Nolana Loop, Suite 208
McAllen Texas 78504

June 25, 201

The traffic analysis will address the following components:

- Basic Freeway Segment analysis
- Ramp junction (freeway merge and diverge segment) analysis
- Weaving segment analysis
- Intersection/interchange analysis

The traffic and capacity analyses for the freeway shall be performed using the latest version of the Highway Capacity Software (HCS), which is based on the methodologies of the latest edition of Highway Capacity Manual (HCM 2010). The LOS analysis for the intersections with cross streets will be performed using SYNCHRO software. Upon completion of the LOS analysis, the results will be tabulated and included in the report.

C&M will perform freeway and LOS analysis as discussed above for the current schematic design for the SH 365 project. Analysis of additional alternatives and scenarios, if required, will be performed as part of supplemental work authorization after consultation with the client.

6. Documentation:

At the end of the analysis, a report will be submitted including each component of the study. The report will include the following:

- Review of existing information
- Data collection and analysis
- Level of service analysis methodology
- Analysis results
- Conclusions and recommendations

SCHEDULE AND FEES

Schedule

The schedule of this study will depend on the availability of traffic forecasts from the ongoing Intermediate level T&R study for IBTC, TCC, Segment D. Traffic forecasts are expected to be available in the month of August 2012. As a result, C&M proposes to start the study in the first week of August and estimates to finish in four weeks after beginning.

Task	Description	wk1	wk2	wk3	wk4
1	Project Management				
2	Existing Information Review				
3	Data Collection				
4	Traffic Projections				
5	Level of Service Analysis				
6	Documentation				

Mr. Louis Jones, P.E.
Vice President
Dannenbaum Engineering
1109 Nolana Loop, Suite 208
McAllen Texas 78504

June 25, 201

Fees

A table presenting the fee for the proposed SH365 corridor LOS analysis including all direct cost is provided next.

LABOR			
Task 1	Project Management		$9,492
Task 2	Existing Information Review		$9,464
Task 3	Data Collection		$2,914
Task 4	Traffic Projections		$15,099
Task 5	Level of Service Analysis		$17,218
Task 6	Documentation		$14,331
Total Labor			**$68,519**
DIRECT EXPENSES *			
C&M Associates			
Travel		$1,000	
Total C&M		$1,000	**$1,000**
Sub consultants			
Filed Work and Surveys			
Data Collection		$0	
Total Direct Cost			**$0**
Total Expenses (includes sub consultants)			**$1,000**
Total Cost for Project			**$69,519**

*Direct expenses are estimates. Client will be billed at actual cost.

C&M

Proposal

Tollway Towers North, Suite 870
15770 North Dallas Parkway
Dallas, TX 75248
Tel: 214-245-5300
Fax: 214-889-5049

Shahram "Sam" Bohluli, Ph.D., P.E.
Vice President
Email: sbohluli@candm-associates.com

Date: July 7, 2012

To: Mr. Louis Jones, PE
Vice President
Dannenbaum Engineering

Subject: US83/US281 Interchange – Traffic Operations Analysis

PROJECT UNDERSTANDING:

C&M is currently under the process of developing a traffic and revenue study for the Hidalgo County Loop (HC Loop) including SH365, IBTC and Segment D. As part of the study, C&M did a preliminary analysis of travel times savings afforded by the proposed loop when compared to an alternative free route. For the analysis, C&M used the Pharr Bridge at US-Mexico border and Foreign Trade Zone (FTZ) as the origins and US 281 north of City of Edinburg as the destination. Two alternative trips – one using a free route and another using the tolled route on proposed HC Loop as shown in Figure 1 below were used.

Mr. Louis Jones, PE
Vice President
Dannenbaum Engineering

July 7, 201

Trip 1: Pharr Bridge to North of Edinburg

O	D	Route	Distance (mi)	Time (min)	Toll ($)
Pharr Bridge	North of Edinburg	Tolled	35.6	28	$12.80
Pharr Bridge	North of Edinburg	Toll Free	22.5	40	$0.00

Time Saved	12	min
Extra distance	13.1	miles
Total cost (toll+$0.40/mile operating cost)	$18	

Trip 2: FTZ to North of Edinburg

O	D	Route	Distance (mi)	Time (min)	Toll ($)
FTZ	North of Edinburg	Tolled	38.5	31	$14.00
FTZ	North of Edinburg	Toll Free	21.7	34	$0.00

Time Saved	3	min
Extra distance	16.8	miles
Total cost (toll+$0.40/mile operating cost)	$21	

Figure 1. Comparison of Travel Time and Cost between O-D pairs

The analysis is done with 2030 model. For this model, maximum speed on US 281 is assumed as 65 mph while maximum speed on HC Loop is assumed as 75 mph. Operating cost for trucks is calculated as sum of fuel cost and maintenance and repair cost. Average fuel efficiency maintenance and repair cost are assumed as 10mpg and 10cents/mile, respectively. Fuel price is assumed as $3/gallon. Toll on HC Loop is assumed as 10 cents/mile. The macro model used in this analysis does not consider any additional operational delay at US 281 – US 83 interchange. **Only 5-axle trucks are considered in this analysis.** The exhibits in Figure 1 show the two alternative routes and the difference in distance, travel time and toll on each path for the two trips.

As seen in the tables, HC Loop does not provide significant time savings for trucks going north. Segment D does not provide a good alternative because trucks must travel additionally about 13 miles in trip 1 and about 17 miles in trip 2 when they use HC Loop. When a 40 cents/mile operating cost is assumed, trucks need to pay a toll of about $18 to $20.

US281/US83 interchange is a critical junction for the entire HC Loop study area. C&M's projections from previous studies show congestion at the interchange in the model year 2035. The stakeholders for the HC Loop and local transportation planners anticipate that US 281/US 83 interchange will be severely congested in the future. In that case, the HC Loop may become more attractive to users. To verify if this expectation is reasonable, the future level of service and delay at the interchange must be studied. Therefore, C&M proposes to conduct a study analyzing the existing and future traffic operations of the US281/US83 interchange utilizing a microsimulation model as described in detail under the scope of the study. Figure 2 presents the location map showing US281/US283 Interchange and surrounding roadway network.

Mr. Louis Jones, PE
Vice President
Dannenbaum Engineering

July 7, 201

Figure 2. Location Map showing US281/US83 Interchange in Hidalgo County

C&M'S QUALIFICATIONS:

C&M performed an investment grade traffic and revenue study for IBTC and TCC (now SH 365) in 2010. Currently, C&M is performing a level 2 Traffic and Revenue Study for three segments of the Hidalgo County Loop - SH 365, IBTC and Segment D.

C&M staff has performed numerous studies involving traffic operations analysis for arterial and freeways. C&M staff has experience and proficiency using macro and micro simulation software to perform the proposed traffic operations analysis for the US281/US83 Interchange. C&M staff has successfully performed similar analyses for several other projects in the State of Texas.

SCOPE OF THE WORK:

The scope of work for the proposed traffic operations study is outlined below. The study limits on US 281 would be Polk Avenue to the south and Sioux Road to the north. The study limits on US 83 would be BUS 83 to the west and North I Road to the east.

Mr. Louis Jones, PE
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1. Project Management

Upon receiving the Notice to Proceed, the Project Manager will schedule a project kick-off meeting with key stakeholders to gain consensus on overall project methodology and data requirements established in this scope of work. Based on this meeting, the Project Manager will revise this scope of work and develop a Project Control Plan, outlining the identified project stakeholders, specific project procedures, project methodology, data collection needs, schedule, and project contact information. Upon identification of project stakeholders, the Project Manager will issue a notice to such stakeholders regarding project commencement and will request assistance in gathering existing data, when applicable.
Deliverable: *Project Control Plan (PCP) within first 1 week following the kick off meeting, Progress reports and meeting minutes, when applicable.*

2. Existing information review:

C&M will review the following existing information:

- TxDOT Traffic maps for the recent years.
- Traffic count data available from TxDOT permanent traffic count locations.
- All the available traffic counts on intersecting streets, including traffic data collected by C&M in the vicinity of the project in May 2012.
- Traffic forecast and V/C ratios for the US281/US83 interchange from the Travel Demand Model developed by C&M in earlier studies.

3. Data collection:

C&M proposes to collect 48-hr classification counts on freeway ramps, mainlanes, direct connectors, and cross street arterials in the vicinity of the Interchange. Manual turning movement counts will be collected at signalized cross street intersections during the AM and PM Peak Periods. The traffic counts will be used to develop directional balanced AM and PM peak hour volumes for use in calibration of the microsimulation model for the existing conditions and to develop future traffic projections.

4. Traffic projections:

C&M will develop balanced directional traffic projections for the AM and PM peak hour for use in the traffic operations analysis for the Interchange. Existing AM and PM peak hour turning movement counts collected at the signalized intersections and roadway links will be used in the process. Once a network with balanced peak hour volumes for the count year 2012 is developed, traffic projections for two future years (2025 and 2035) will be developed by projecting the 2012 volumes using the appropriate growth rate from the travel demand model. The time-of-day model developed by C&M for previous projects will be used as cross check to validate the peak hour projections. The peak hour volumes will be used to perform traffic analysis for the interchange using the microsimulation model VISSIM.

5. Traffic Operations Analysis:

C&M will perform traffic operations analyses for US281 and US83 main lanes, ramps, direct connectors, as well as intersections/interchanges with the arterial streets within the study limits, utilizing the detailed traffic projections developed for the project. C&M will use existing geometry of

the interchange and surrounding roadway network obtained from current aerial photography and field reconnaissance for traffic operations analysis for existing year 2012 and future years 2025 and 2035. C&M will utilize measures of effectiveness (MOEs) such as travel time and delay to measure levels of service of various individual roadway segments, signalized intersections, as well as and predetermined routes utilizing the US281/US83 interchange.

The traffic operation analyses shall be performed using the microsimulation software VISSIM. The measures of effectiveness obtained from the VISSIM model will be analyzed, tabulated and included in the final report.

C&M will perform the operational analysis as discussed above for the existing roadway geometry within the project limits. Analysis of additional alternatives and scenarios, if required, will be performed as part of supplemental work authorization after consultation with the client.

6. Documentation:

At the end of the analysis, a report will be submitted including each component of the study. The report will include the following:

- Review of existing information
- Data collection and analysis
- Methodology for traffic projections and traffic operations analysis.
- Traffic operations analysis results
- Conclusions and recommendations

SCHEDULE AND FEES

Schedule

The findings from this study will be incorporated into the analysis for the intermediate traffic and revenue study for the HC Loop currently being performed by C&M. For this reason, it would be necessary to synchronize the schedule for this study with the schedule of the Traffic and Revenue Study. As a result, C&M proposes to start the study in the third week of July 2012 and estimates to finish with in six weeks after beginning. The proposed project schedule is presented in Table 1.

Table 1. Project Schedule

Task	Description	wk1	wk2	wk3	wk4	wk5	wk6
1	Project Management						
2	Existing Information Review						
3	Data Collection						
4	Traffic Projections						
5	Traffic Operations Analysis						
6	Documentation						

Mr. Louis Jones, PE
Vice President
Dannenbaum Engineering

July 7, 201

Fees

A table presenting the proposed fee for the US281/US83 Interchange Traffic Operations Analyses including all direct cost is provided in Table 2.

Table 2. Proposed Project Fees

LABOR			
Task 1	Project Management		$5,799
Task 2	Existing Information Review		$4,278
Task 3	Data Collection		$5,342
Task 4	Traffic Projections		$14,764
Task 5	Traffic Operations Analysis		$14,989
Task 6	Documentation		$12,535
Total Labor			**$57,706**
DIRECT EXPENSES *			
C&M Associates			
Travel		$1,000	
Total C&M		$1,000	**$1,000**
Sub consultants			
Filed Work and Surveys			
Data Collection		$20,000	
Total Direct Cost			**$20,000**
Total Expenses (includes sub consultants)			**$21,000**
Total Cost for Project			**$78,706**

*Direct expenses are estimates. Client will be billed at actual cost.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012 – 28

APPROVAL OF SUPPLEMENTAL NUMBER 1 TO WORK AUTHORIZATION NO. 4 OF PROFESSIONAL SERVICES AGREEMENT WITH DANNENBAUM ENGINEERING CORPORATION FOR GENERAL ENGINEERING AND PROGRAM MANAGEMENT OF SH 365

THIS RESOLUTION is adopted this 20th day of September, 2012 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 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;

WHEREAS, the Authority has subsequently approved work authorizations numbers 1, 3 and 4 in the amounts of $909,960.63, $57,750.00 and $891,814.61 respectively;

WHEREAS, several tasks authorized under Work Authorization No. 4 will not be completed or are no longer necessary;

WHEREAS, the Authority has determined it is necessary to remove these tasks from Work Authorization number 4, which equates to a deduction of $197,458.76 from the authorized amount;

WHEREAS, the revised amount for Work Authorization No. 4 is $694,355.85;

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 the Supplemental No. 1 to Work Authorization No. 4 of the Professional Services Agreement with Dannenbaum Engineering Corporation and amends the work authorization as noted and attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Supplemental No. 1 to Work Authorization No. 4 of the Professional Service 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 20th day of September, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

SUPPLEMENTAL NO. 1 TO WORK AUTHORIZATION NO. 4 OF PROFESSIONAL SERVICE AGREEMENT WITH DANNENBAUM ENGINEERING CORPORATION DATED OCTOBER 27, 2011

ATTACHMENT D
D-2
SUPPLEMENTAL WORK AUTHORIZATION NO. __1__
TO WORK AUTHORIZATION NO. __4__
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 Program Management Engineering Services" 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 Work Authorization No. __4__ are hereby amended as follows:

Part II The maximum amount payable under this Work Authorization No. 4 will be modified to $694,355.85 reducing the original Work Authorization No. 4 by $197,458.76. The Engineer's Estimated Work Authorization No. 4 costs have been revised in accordance with the attached Exhibit-D Revised. The Exhibit-D Revised shall replace the original Exhibit-D in the original Work Authorization No. 4.

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. ___4___ 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

(Signature)

Lewis H. Jones III PE
(Printed Name)

Principal
(Title)

9/24/12
(Date)

THE AUTHORITY

(Signature)

Pilar Rodriguez
(Printed Name)

Executive Director
(Title)

10/5/2012
(Date)

EXHIBIT D - REVISED
SUPPLEMENTAL AGREEMENT NO. 1 TO WORK AUTHORIZATION NO. 4
REVISED FEE SCHEDULE / BUDGET FOR
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)
PROGRMAN MANAGEMENT CONSULTANT
SUPPLEMENTAL NO. 1 TO WORK AUTHORIZATION NO. 4

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System

Revised Supplemental No. 1 to Work Authorization No. 4
Schedule Duration: Extend 4.0 Months (September 1, 2012 thru December 31, 2012

REVISED ENGINEERING MANAGEMENT PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH FOR TASKS ASSOCIATED WITH THE SH 365 (SEGMENTS 1, 2, 3 and 4) FROM ANZALDUAS ROAD TO SPUR 600 TXDOT INSPECTION STATION AT PHARR BRDGE AND IBTC INCLUDING ENVIRONMENTAL TASKS ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE OF THE IBTC AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE SH 365 (SEGMENTS 1, 2, 3 AND 4) ALSO, INCLUDED IS PHASE I - IMPLEMENTATION OF GIS AND IMPLEMENTATION OF PROJECTWISE FOR DOCUMENT CONTROL

DESCRIPTION OF WORK TASK	ORIGINAL WA NO. 4	REVISED COST PER TASK FOR SA NO. 1 TO WA NO. 4	REDUCTION IN COST PER TASK BY SA NO. 1 TO WA NO. 4
A. Coordinate / Update / Assist Executive Director			
1.) Educate Executive Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (Including Bi-Monthly Mtgs (2 hrs/Wk x 9 Wks)	$8,958.03	$8,958.03	$0.00
B. Attend / Prepare Data / Report on Various Meetings (4.0 Months)			
1. HCRMA Board Meetings Including Presentation (Monthly) (5 Mts @ 4 hrs/Mtg) (Inc. Prep Time)	$16,401.80	$16,401.80	$0.00
2. HCRMA Planning Committee Meetings (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	$4,694.28	$4,694.28	$0.00
3. HCRMA Finance Committee Meetings (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	$4,694.28	$4,694.28	$0.00
4. HCRMA MPO Policy Committee Meeting (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	$4,694.28	$4,694.28	$0.00
5. HCRMA MPO Tech Committee Meeting (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	$4,694.28	$4,694.28	$0.00
6. Various Individual HCRMA Mtgs w/ Board (3 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	$2,130.42	$2,130.42	$0.00
7. Hidalgo County Meetings w/Staff (2 Mtgs. @2 hr. / Mtg.) (Inc. Prep Time)	$2,023.44	$2,023.44	$0.00
8. Hidalgo County Commissioner Precinct No. 1 (2 Mtgs. @ 2 hrs. / Mtg.)	$1,379.80	$1,379.80	$0.00
9. Hidalgo County Commissioner Precinct No. 2 (2 Mtgs. @ 2 hrs. / Mtg.)	$1,379.80	$1,379.80	$0.00
10. Hidalgo County Commissioner Precinct No. 3 (2 Mtgs. @ 2 hrs. / Mtg.)	$1,379.80	$1,379.80	$0.00
11. Hidalgo County Commissioner Precinct No. 4 (2 Mtgs. @ 2 hrs. / Mtg.)	$1,379.80	$1,379.80	$0.00
12. Attend Meetings TxDOT-Pharr (3 Mtgs. @ 2 hrs. / Mtg.)(Inc. Prep Time)	$4,371.02	$4,371.02	$0.00
13. Attend Meetings TxDOT-Austin includes Travel (3 Mtgs. @ 10 hrs. / Mtg.)	$6,777.56	$6,777.56	$0.00
14. Attend Meetings With Senator Hinojosa (3 Mtgs. @ 2 hrs. / Mtg.)	$2,913.72	$2,185.29	$728.43
C. Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy	$2,711.90	$2,711.90	$0.00
D. Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications for SH 365 TCC / La Joya Relief Route / US 281			
1. Meet / Coordinate With TxDOT Pharr (2 Mtgs. @ 4 hrs. / Mtg.)	$3,954.36	$3,954.38	$0.00
2. Meet / Coordinate With TxDOT Austin (1 Mtg @ 10 hrs. / Mtg.)	$4,694.28	$4,694.28	$0.00
3. Finalize Pass Thru Agreements	$9,863.90	$9,863.90	$0.00
E. Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System			
1. Input Data for Development of Monthly Reports for HCRMA Board	$12,042.32	$12,042.32	$0.00
2. Modify Monthly Reports for HCRMA Needs	$5,697.02	$5,697.02	$0.00
3. Input Monthly Data and Produce Final Reports for May, June, July and August 2012	$5,186.98	$5,186.98	$0.00
F. Organize / Develop HCRMA Files By Project (Electronic and Hardcopy) - RMA Will Provide Flor Koll and Temporary Secretaries)	$19,183.08	$19,183.08	$0.00
G. Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements	$15,564.04	$15,564.04	$0.00
H. Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others	$20,830.08	$20,830.08	$0.00

EXHIBIT D - REVISED
SUPPLEMENTAL AGREEMENT NO. 1 TO WORK AUTHORIZATION NO. 4
REVISED FEE SCHEDULE / BUDGET FOR
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)
PROGRMAN MANAGEMENT CONSULTANT
SUPPLEMENTAL NO. 1 TO WORK AUTHORIZATION NO. 4

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System

Revised Supplemental No. 1 to Work Authorization No. 4
Schedule Duration: Extend 4.0 Months (September 1, 2012 thru December 31, 2012

REVISED ENGINEERING MANAGEMENT PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH FOR TASKS ASSOCIATED WITH THE SH 365 (SEGMENTS 1, 2, 3 and 4) FROM ANZALDUAS ROAD TO SPUR 600 TXDOT INSPECTION STATION AT PHARR BRDGE AND IBTC INCLUDING ENVIRONMENTAL TASKS ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE OF THE IBTC AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE SH 365 (SEGMENTS 1, 2, 3 AND 4) ALSO, INCLUDED IS PHASE I - IMPLEMENTATION OF GIS AND IMPLEMENTATION OF PROJECTWISE FOR DOCUMENT CONTROL

DESCRIPTION OF WORK TASK	ORIGINAL WA NO. 4	REVISED COST PER TASK FOR SA NO. 1 TO WA NO. 4	REDUCTION IN COST PER TASK BY SA NO. 1 TO WA NO. 4
I. Public Outreach Meetings Including Negotiations of Truck Restrictions with the following Cities (Including Travel and Preparation for Meeting) (4.0 Months):			
1. City of Pharr (2 Mtgs)	$3,976.32	$3,976.32	$0.00
2. San Juan (1 Mtg)	$2,013.60	$2,013.60	$0.00
3. Donna (1 Mtg)	$2,013.60	$2,013.60	$0.00
4. Weslaco (1 Mtg)	$2,013.60	$2,013.60	$0.00
5. City of Mercedes (1 Mtg)	$2,013.60	$2,013.60	$0.00
6. City of Edcouch (0 Mtg)	$0.00	$0.00	$0.00
7. City of McAllen (2 Mtgs.)	$3,976.32	$3,976.32	$0.00
8. City of Mission (2 Mtgs.)	$3,976.32	$3,976.32	$0.00
9. City of Penitas (0 Mtg)	$0.00	$0.00	$0.00
10. City of Palmview (0 Mtg)	$0.00	$0.00	$0.00
11. City of La Joya (0 Mtg)	$0.00	$0.00	$0.00
J. Oversee C&M Associates, Inc., in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.0 Months)			
1. SH 365 TCC / IBTC / Segment D & La Joya Relief Route (Assisted by HDR)	$60,035.90	$60,035.90	$0.00
2. Update Strategic Plan for New T&R No. 1 (Work with First Southwest)	$14,732.00	$14,732.00	$0.00
K. IBTC (3.0 Months)			
1. Modify RFP and Procure Engineering Services (Including Environmental and Low Level Flight)	$20,793.50	$0.00	$20,793.50
2. Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (3.0 Months)	$69,241.56	$24,234.55	$45,007.01
3. Oversee IBTC Drainage Studies from 8/1/2012 to 8/31/2012 (1 Month)	$3,954.36	$0.00	$3,954.36
4. Oversee Low Level Flight (8/1/2012 to 8/31/2012) (1 Month) (Assisted by Aranda & Associates - Lead)	$9,050.30	$0.00	$9,050.30
5. QA/QC Drainage Study (60%) (Next Work Authorization)	$0.00	$0.00	$0.00
6. QA/QC Low Level Flight (Aranda) (1 Month)	$1,102.80	$0.00	$1,102.80
7. Attend Meeting with USIBWC (1) (Combined with TCC)	$1,102.80	$1,102.80	$0.00
8. Attend Meeting with USACOE (1) (Combined with TCC)	$1,102.80	$0.00	$1,102.80
9. Attend Meeting with US Fish and Wildlife (1)(Combined with TCC)	$1,102.80	$0.00	$1,102.80
L. SH 365 / TCC (Modified) (Inc. TCC at GSA Anzalduas Bridge)(4.0 Months)			
1. Oversee Environmental Clearance By Atkins (EA) (Assisted by Blanton & Assoc. - Lead)(5 Months)	$76,149.40	$60,919.52	$15,229.88
2. Oversee Drainage Studies Produced By L&G Engineering / S&B Infrastructure	$17,089.64	$17,089.64	$0.00
3. QA/QC Drainage Study (60%)	$9,158.68	$9,158.68	$0.00
4. Attend Meeting With USIBWC (1 Mtg. - El Paso)	$4,046.88	$4,046.88	$0.00
5. Attend Meeting With USACOE (1 Mtg. - HST)	$4,046.88	$0.00	$4,046.88
6. Attend Meeting With US Fish & Wildlife (1 Mtg. - RGV)	$1,102.80	$0.00	$1,102.80
7. Attend Meeting With TxDOT Austin / FHWA (1 Mtg. - Austin)	$6,455.18	$3,227.59	$3,227.59
8. Oversee / Development of 4-Lane Schematic and Update Super Two Schematic / Utilities / Final Design Review TCC at GSA	$103,638.50	$72,546.95	$31,091.55
9. QA/QC Schematic (60%)	$17,520.40	$4,380.10	$13,140.30
10. Prepare Decision Matrix for Environmental Consultant	$14,896.72	$1,489.67	$13,407.05
11. Oversee Surveyors (DOS Logistics / Quintanilla) (Assisted by Aranda and Associates - Lead)	$36,669.24	$36,669.24	$0.00
12. Hold / Lead Public Involvement Meeting (1 Mtg.) Including Prepare Exhibits	$10,033.88	$0.00	$10,033.88
13. Prepare Land Plan to Assist Hunt Development / City of McAllen to Evaluate Alternative Thru Hunt Property	$0.00	$0.00	$0.00
14. Meet with Hunt Development (Mission - 2 Mtgs) (2 hrs / Mtg)((Inc. Prep Time)	$6,830.16	$6,830.16	$0.00

EXHIBIT D - REVISED
SUPPLEMENTAL AGREEMENT NO. 1 TO WORK AUTHORIZATION NO. 4
REVISED FEE SCHEDULE / BUDGET FOR
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (HCRMA)
PROGRMAN MANAGEMENT CONSULTANT
SUPPLEMENTAL NO. 1 TO WORK AUTHORIZATION NO. 4

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System

Revised Supplemental No. 1 to Work Authorization No. 4
Schedule Duration: Extend 4.0 Months (September 1, 2012 thru December 31, 2012

REVISED ENGINEERING MANAGEMENT PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH FOR TASKS ASSOCIATED WITH THE SH 365 (SEGMENTS 1, 2, 3 and 4) FROM ANZALDUAS ROAD TO SPUR 600 TXDOT INSPECTION STATION AT PHARR BRDGE AND IBTC INCLUDING ENVIRONMENTAL TASKS ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE OF THE IBTC AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE SH 365 (SEGMENTS 1, 2, 3 AND 4) ALSO, INCLUDED IS PHASE I - IMPLEMENTATION OF GIS AND IMPLEMENTATION OF PROJECTWISE FOR DOCUMENT CONTROL

DESCRIPTION OF WORK TASK	ORIGINAL WA NO. 4	REVISED COST PER TASK FOR SA NO. 1 TO WA NO. 4	REDUCTION IN COST PER TASK BY SA NO. 1 TO WA NO. 4
M. US 281 / Military (3.0 Months)			
1. Oversee Environmental Clearance by Atkins (Categorical Exclusion -CE)(Assisted by Blanton & Associates) (4.0 Months)	$12,586.06	$5,034.52	$7,551.54
2. Oversee Engineer in Development of Route Studies / Schematic / Survey / PS&E Development (4.0 Months)	$11,776.60	$11,776.60	$0.00
3. QA/QC Route Study	$6,389.74	$1,277.95	$5,111.79
4. Meet With City of Pharr Including Development of Exhibits to Analyze US 281 / I Road / San Juan Area (2 Mtgs @ 2 hrs / Mtg)	$6,067.40	$6,067.40	$0.00
DIRECT EXPENSES			
Lodging / Hotel ($100.00 / DAY)	$2,050.00	$1,537.50	$512.50
Meals ($30.00 / DAY)	$660.00	$495.00	$165.00
Rental Car	$900.00	$675.00	$225.00
Air Travel	$9,000.00	$6,750.00	$2,250.00
Parking	$84.00	$63.00	$21.00
Overnight Mail - letter size	$1,150.00	$1,150.00	$0.00
Courier Services	$1,250.00	$1,250.00	$0.00
Photocopies B/W (8.5 X 11)	$2,320.00	$2,320.00	$0.00
Photocopies B/W (11 X 17)	$915.00	$915.00	$0.00
Photocopies Color (8.5 X 11)	$700.00	$700.00	$0.00
Photocopies Color (11 X 17)	$625.00	$625.00	$0.00
Color Graphics on Foam Board	$200.00	$200.00	$0.00
Newspaper Advertisement	$6,000.00	$0.00	$6,000.00
Court Reporter (Public Hearings & Transcription)	$400.00	$0.00	$400.00
Translator (English to Spanish or Sign Language)	$600.00	$0.00	$600.00
Public Involvement Facility Rental	$500.00	$0.00	$500.00
Public Outreach Liaison	$75,000.00	$75,000.00	$0.00
Accounting Support Services	$4,000.00	$4,000.00	$0.00
IT / Support Services	$3,200.00	$3,200.00	$0.00
Management Support Services	$32,000.00	$32,000.00	$0.00
Community Action Support	$36,000.00	$36,000.00	$0.00
Totals	$891,814.61	$694,355.85	$197,458.76

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012 – 29

APPROVAL OF INTERLOCAL AGREEMENT WITH THE CITY OF MISSION AND MISSION REDEVELOPMENT AUTHORITY FOR ADVANCE PROJECT DEVELOPMENT OF SH 365 TO INCLUDE ENVIRONMENTAL CLEARANCE AND PRELIMINARY ENGINEERING FROM FM 396 TO FM 1016 AND RELATED ACTION

THIS RESOLUTION is adopted this 18th day of October, 2012 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, Section 370.261 of the Act requires that the Authority, every even numbered year, develop a five year strategic plan;

WHEREAS, on March 28, 2012 the Authority approved the 2012-2017 Strategic Plan - Project Manager Strategy No. 8, which included SH 365 with a four (4) lane roadway and no bridge structure over the Anzalduas Bridge from the limits of US 281/Military Highway to FM 396;

WHEREAS, on September 20, 2012 the Authority amended the 2012-2017 Strategic Plan – Project Manager Strategy No. 8 adding approximately 3.15 miles of roadway to the SH 365 project from FM 396 to FM 1016;

WHEREAS, the City of Mission and the Mission Redevelopment Authority have agreed to fund Advance Project Development of the segment of SH 365 from FM 396 to FM 1016, which includes environmental clearance and preliminary engineering; and

WHEREAS, the Authority will reimburse the City of Mission and Mission Redevelopment Authority for Advance Project Development costs upon completion of the environmental clearance documents under the National Environmental Protection Act that allows the project to proceed in a feasible manner;

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 the Interlocal Agreement with the City of Mission and Mission Redevelopment Authority to fund Advance Project Development of SH 365 from FM 396 to FM 1016 attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the interlocal agreement and amend existing professional service contracts to environmentally clear and conduct preliminary engineering on the segment of SH 365 from FM 396 to FM 1016.

*****

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 October, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Ricardo Perez, Secretary/Treasurer

INTERLOCAL AGREEMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

This Interlocal Agreement made and entered into effective as of the 17th day of October, 2012, by and among the **CITY OF MISSION**, Texas, a home rule municipality (hereinafter referred to as the "City"), the **MISSION REDEVELOPMENT AUTHORITY**, a local government corporation (hereinafter referred to as the "MRA"), both in the jurisdiction of the Hidalgo County Regional Mobility Authority, and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**, a political subdivision of the State of Texas operating pursuant to Chapter 370, Texas Transportation Code (hereinafter referred to as "HCRMA" or the "Authority"), all situated in Hidalgo County in the Rio Grande Valley of Texas.

The initial addresses of the parties, which either party may change by giving written notice of its changed address to the other party, are as follows:

HCRMA	MRA	City of Mission
Pilar Rodriguez	Ricardo A. Perez	Julio Cerda
Executive Director	Executive Director	City Manager
PO Box 1766	901 Business Park Drive	1201 E. 8th Street
Pharr, Texas 78577	Suite 200	Mission, Texas 78572
	Mission, Texas 78572	

WITNESSETH:

WHEREAS, Chapter 791 of the Texas Government Code (the "Texas Interlocal Cooperation Act") provides that any one or more public agencies may contract with each other for the performance of governmental functions or services in which the contracting parties are mutually interested; and

WHEREAS, Section 370.033 of the Texas Transportation Code provides that a regional mobility authority may enter into contracts or agreements with another governmental entity for project development related services; and

WHEREAS, the City, MRA and the HCRMA share the goal of improving mobility within the City and throughout the region; and

WHEREAS, the HCRMA has adopted the 2012-2017 Strategic Plan – Program Manager Strategy No. 8, which includes the SH 365 project from US 281/Military Highway to FM 1016 and FM 396 to FM 1016 (the "Project"); and

WHEREAS, the HCRMA has requested that the City and MRA partner with the Authority to advance the segment from FM 396 to FM 1016 (the "Project Segment"); and

WHEREAS, the development of the Project Segment will improve mobility and quality of life in the City and throughout the region; and

WHEREAS, the development of the Project Segment will promote new and expanded business enterprises that create or retain primary jobs within the City; and

WHEREAS, the HCRMA has the professional and technical expertise necessary to prosecute the development of the Project and the Project Segment, including preparation of environmental studies and reports, permits, surveys, route studies, schematic designs, utility research, drainage studies, and similar project development work (the "Advance Project Development Work") and the City and MRA have the financial resources necessary to provide advanced funding to the HCRMA for such work, provided the HCRMA intends to reimburse the City and MRA in full for their contributions; and

WHEREAS, the Parties have agreed that the HCRMA's prosecution of the development of the Project Segment would expedite the delivery of the Project Segment to the City and the region;

NOW, THEREFORE, the City, MRA and the HCRMA hereby agree to the terms and conditions of this Agreement. This Agreement consists of the following sections:

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All of the recitals and above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

IN WITNESS HEREOF, the City of Mission, the Mission Redevelopment Authority, and the Hidalgo County Regional Mobility Authority have made and duly executed this Agreement by authorized parties in multiple copies, each of which is an original.

CITY OF MISSION

Norberto Salinas, Mayor
Date: 11/13/12

Attest:

Anna Carrillo, City Secretary

Approved as to form:

David H. Guerra, Mission City Attorney

MISSION REDEVELOPMENT AUTHORITY

Richard Hernandez, Chairman
Date: 10/17/12

Attest:

Joel A. Gonzalez, Secretary

Approved as to form:

Timothy Austin, MRA Attorney

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Dennis Burleson, Chairman
Date: _____

Attest:

Ricardo Perez, Secretary/Treasurer

Approved as to form:

Dan Rios, HCRMA Attorney

I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below.

"**Advance Project Development Work**" means the preparation and submittal of environmental clearance documents, parcel surveys, route studies, schematics roadway design, utility research, drainage studies for the Project Segment, as well as any public involvement required, and other project development work directly related thereto.

"Effective Date" means the effective date of an amendment to the MRA's Project Plan and Reinvestment Zone Financing Plan for Reinvestment Zone No. One, City of Mission, Texas (the "Zone"), approved by both the City and the Zone Board of Directors, providing for the inclusion of the costs of the Advance Project Development Work among the authorized "project costs" of the Zone as provided in Chapter 311, Texas Tax Code.

"**Environmental Clearance**" means a Finding of No Significant Impact or Record of Decision statement issued by the Texas Department of Transportation and/or the Federal Highway Administration that allows the Project to proceed in a feasible manner. Feasibility shall be determined at the sole discretion of the HCRMA.

"**Agreement**" means this Interlocal Agreement by and between the HCRMA, the City and the MRA.

"**City**" means the City of Mission, a home rule municipality.

"**MRA**" means the Mission Redevelopment Authority, a local government corporation created by and on behalf of the City under the provisions of Chapter 431, Subchapter D, Texas Transportation Code.

"**HCRMA**" means the Hidalgo County Regional Mobility Authority, a political subdivision operating under Chapter 370, Texas Transportation Code.

"**Project Segment**" means that certain segment of the Project from FM 396 to FM 1016 that is the subject of this Agreement.

"**Project**" means that certain project of the HCRMA comprising of SH 365 from US 281 / Military Highway to FM 1016 and including the Project Segment.

II. DUTIES OF THE CITY AND MRA

The MRA agrees to advance funds to the HCRMA for the costs of the Advance Project Development Work, subject to reimbursement therefor as provided in this Agreement. The advance of funds shall include all reasonable and direct expenses associated with Advance Project Development Work.

A. The MRA will advance the costs of expenses to the HCRMA for the Project

Segment development upon execution of professional service agreements by the HCRMA for the Project Segment.

B. A description of anticipated costs for the Advance Project Development Work for the Project Segment is attached as Exhibit A. The costs outlined in Exhibit A are estimates only.

C. The actual cost for Advance Project Development Work may vary from the costs estimated herein; provided that the MRA is not responsible for any additional costs above the estimates in Exhibit A unless written request is made by the HCRMA, describing the nature and justification for the additional costs, and further provided that such additional costs are agreed to by the MRA Board of Directors.

D. Funds provided by the MRA under this Agreement shall be used only for the Advance Project Development Work.

E. The MRA warrants that funds advanced to HCRMA for Advance Project Development Costs are eligible for such use and properly authorized by its Board of Directors.

F. The City agrees to facilitate the Advance Project Development Work by providing available data and resources as requested by the HCRMA and convenient to the City.

G. If the MRA's Project and the Zone's Financing Plan are not amended to add the Advance Project Development Work as an authorized "project cost" of the Zone, then this Interlocal Agreement shall be void.

III. DUTIES OF HCRMA

A. Performance of Services.

Subject to the terms of this Agreement, the HCRMA shall supervise the performance of services related to the Advance Project Development Work, including related legal and project director services. To the extent the HCRMA procures professional services for Advance Project Development Work, the HCRMA agrees to abide by all state and federal procurement guidelines for such services. HCMRA shall make reasonable efforts to ensure that the contractors are qualified to render the services provided and that the costs and expenses to be incurred under such contracts are reasonable and necessary for the Advance Project Development Work.

B. Reimbursement for Advance Project Development Costs.

Within 36 months of the Effective Date (the "Reimbursement Deadline"), the HCRMA will reimburse the MRA 100% of the funds provided by the MRA to pay for costs of the Advance Project Development Work. If the HCRMA's governing body finds it necessary to extend the reimbursement date by up to six months, it may do so by resolution and notice to the MRA and the City; provided that such notice occurs before the Reimbursement Deadline.

C. Payment.

The HCRMA shall procure, negotiate, and contract for professional services for Advance Project Development Agreement. Contracts shall be provided to the City Manager of the City and to the Executive Director of the MDA. The HCRMA shall develop and manage task orders under these contracts and shall make a preliminary payment on task order invoices pursuant to the provisions of the contracts and acceptance of the work submitted to the HCRMA. After preliminary payment is made, copies of task order invoices and certification of preliminary payment shall be submitted to the MRA. Within 30 days of receipt of such copies and certifications, the MRA shall make payment of the same amount to the HCRMA.

D. Audit.

The HCRMA will allow the City and MRA access to any and all electronic files, books, documents, papers and records for the purpose of making an audit of the professional services provided to the HCRMA by its consultants for the Advance Project Development Work.

E. Public Information Requests.

At the request of the City or MRA, the HCRMA will process requests for information deemed public under the Texas Public Information Act (Chapter 552, Texas Government Code) related to the services defined in this Agreement in accordance to applicable laws and City, MRA, and HCRMA policies.

IV. TERM

This Agreement shall begin on the Effective Date and continue through the term for reimbursement as described in Section III (B) above.

V. MISCELLANEOUS

A. Other Expenses or Services.

Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of any party to undertake or not to undertake any other expense or service, except as contemplated by this Agreement or in a separate written instrument executed by the parties.

B. Governmental Immunity.

The parties waive governmental immunity, including specifically immunity from suit, to the extent allowed by law, only to the extent necessary for the other parties to enforce their rights under this Agreement. Except as specifically waived in the preceding sentence, (1) nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the parties nor to create any legal rights or claims on behalf of any third party, and (2) none of the parties waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

C. Force Majeure.

Force majeure includes, but is not limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, and any other inabilities of any party to carry out its obligations under this Agreement and not within the control of the party claiming such inability, and which by the exercise of due diligence and care such party could not have avoided.

In the event any party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that, upon such party's giving notice and full particulars of such force majeure in writing to the other parties within five business days after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused as to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

D. Entire Agreement.

This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties with regard to Advance Project Development, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

The Parties find and determine that the City, MRA and the HCRMA have authorized and approved this Agreement by resolutions adopted by their respective bodies and this Agreement will be in full force and effect on its Effective Date.

E. Applicable Laws.

This Agreement is subject to all laws of the State of Texas, the City Charter and Ordinances of the City, MRA articles of incorporation, the laws of the federal government of the United States of America, and all rules and regulations of any regulatory body or officer having relevant jurisdiction, including the Texas Department of Transportation. Venue for any litigation relating to this Agreement shall be Hidalgo County, Texas.

F. Assignment.

No party shall have the right to assign the rights, obligations, responsibilities, or privileges of this Agreement without the written consent of the others.

G. Parties in Interest.

This Contract shall not bestow any rights upon any third party, but rather shall bind and

benefit the City, MRA, and HCRMA only.

H. Amendments and Modifications.

This Agreement may not be amended or modified except in writing and executed by all three parties to this Agreement and authorized by their respective governing bodies.

I. Severability.

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a matter that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed validated and enforceable.

J. Execution in Counterparts.

This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

K. Texas Department of Transportation.

Pursuant to outstanding agreements between the HCRMA and the Texas Department of Transportation, this Agreement may be subject to review by the Texas Department of Transportation.

***

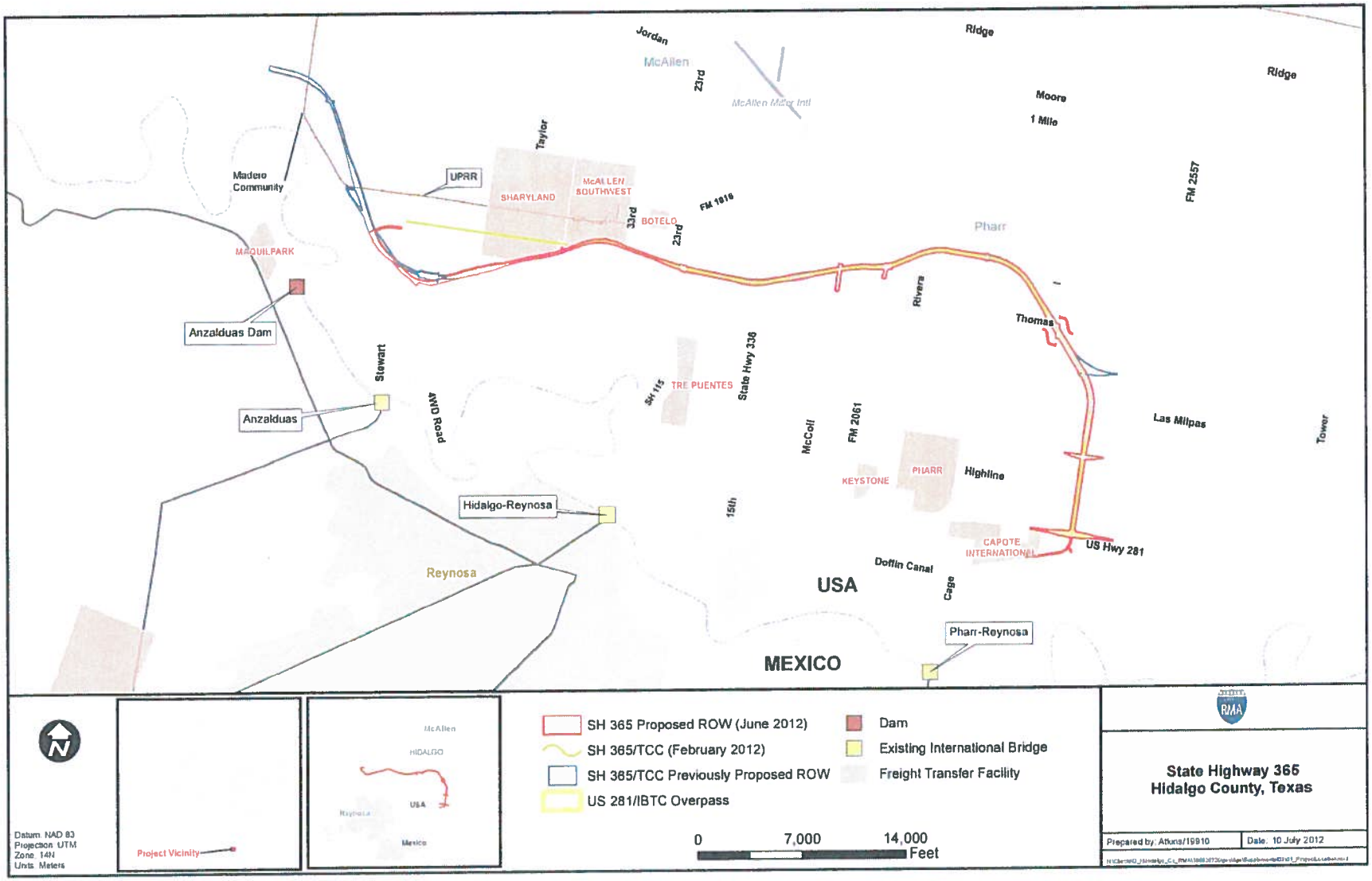
EXHIBIT A

ESTIMATE OF COST FOR ADVANCE PROJECT DEVELOPMENT FOR SH 365 FROM FM 396 TO FM 1016

ESTIMATE OF PROBABLE COST FOR ADVANCE PROJECT DEVELOPMENT
OF SH 365
FROM FM 396 TO FM 1016

L&G Engineering – Preliminary Engineering for SH 365 from FM 396 to FM 1016	$310,893.87
Atkins North America – Environmental Documents for SH 365 From FM 396 to FM 1016	$ 33,026.00

EXHIBIT B
MAP OF PROJECT, INCLUDING PROJECT SEGMENT


Jordan
McAllen
23rd
McAllen Miller Intl
Ridge
Moore
1 Mile
Ridge
Taylor
Madero Community
UPRR
SHARYLAND
McALLEN SOUTHWEST
33rd
BOTELO
23rd
FM 1016
Pharr
FM 2557
MCQUILPARK
Anzalduas Dam
Rivera
Thomas
Stewart
SH 115
TRE PUENTES
State Hwy 336
Anzalduas
McColl
FM 2061
Las Milpas
Tower
KEYSTONE
PHARR
Highline
Hidalgo-Reynosa
15th
CAPOTE INTERNATIONAL
US Hwy 281
Doffin Canal
Cage
Reynosa
USA
Pharr-Reynosa
MEXICO
Datum: NAD 83
Projection: UTM
Zone: 14N
Units: Meters
Project Vicinity
McAllen
HIDALGO
USA
Reynosa
Mexico
SH 365 Proposed ROW (June 2012)
SH 365/TCC (February 2012)
SH 365/TCC Previously Proposed ROW
US 281/IBTC Overpass
Dam
Existing International Bridge
Freight Transfer Facility
0
7,000
14,000
Feet
State Highway 365
Hidalgo County, Texas
Prepared by: Atkins/19910
Date: 10 July 2012

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012 – 30

APPROVAL OF SUPPLEMENTAL NUMBER 1 TO WORK AUTHORIZATION NUMBER 1 OF AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT WITH L&G ENGINEERING FOR PRELIMINARY ENGINEERING OF SH 365 FROM FM 396 TO FM 1016

THIS RESOLUTION is adopted this 18th day of October, 2012 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 April 13, 2011, the Authority awarded a professional service agreement for engineering services to L&G Engineering (the "Consultant") for design work, including plans, specifications, and estimates, for the Trade Corridor Connector ("SH 365 TCC") and on May 2, 2012, by Resolution 2012-10, the Authority amended and restated that agreement (the "Amended and Restated Agreement");

WHEREAS, pursuant to Resolution 2012-10, the Authority approved Work Authorization Number 1 under the Amended and Restated Agreement;

WHEREAS, on October 18, 2012 the Authority amended its 2012-2017 Strategic Plan – Project Manager Strategy No. 8, adding approximately 3.15 miles of roadway to the SH 365 TCC project from FM 396 to FM 1016 and including this segment in the referenced project;

WHEREAS, under the revised plan, the Authority will environmentally clear and perform preliminary engineering on the segment of SH 365 from FM 396 to FM 1016 as part of the approved project limit; and

WHEREAS, the Authority has determined it is necessary to approve 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;

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 the Supplemental Number 1 to Work Authorization Number 1 of the Amended and Restated Agreement attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Supplemental Number 1 to Work Authorization Number 1 of the Amended and Restated 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 October, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

SUPPLEMENTAL NO. 1 TO AMENDED AND RESTATED PROFESSIONAL SERVICE AGREEMENT WITH L&G ENGINEERINGDATED APRIL 13, 2011 AND MAY 2, 2012

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 1
AGREEMENT FOR ENGINEERING SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article VII of that certain Professional Engineering/Design Services Agreement" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and L&G Consulting Engineers, Inc. (the Engineer).

The following terms and conditions of Work Authorization No. 1 are hereby amended as follows:

Part II The maximum amount payable under this Work Authorization No. 1 will be modified to $ **$1,309,731.54** increasing the original Work Authorization No. 1 by $ **$310,893.87**. The Engineer's Estimated Work Authorization No. 1 costs have been revised in accordance with the attached Revised Exhibit-C.

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. 1 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.

AUTHORITY

By: _____

Name: Pilar Rodriguez, P.E.

Title: Executive Director

Hidalgo County Regional Mobility Authority

Date: 10/29/2012

ENGINEER

By: _____

Name: Jacinto Garza P.E.

Title: CEO/President

Company: L&G Consulting Engineers, Inc.

Date: 10/29/2012

EXHIBIT A

SUPPLEMENTAL NO. 1 TO AMENDED AND RESTATED PROFESSIONAL SERVICE AGREEMENT WITH L&G ENGINEERINGDATED APRIL 13, 2011 AND MAY 2, 2012

L&G Engineering
Transportation Consultants

August 23, 2012

Mr. Pilar Rodriguez – Executive Director HCRMA
Attn: Mr. Louis Jones – Program Manager HCRMA
Hidalgo County Regional Mobility Authority
118 S. Cage Blvd., 4th Floor
Pharr, Texas 78577

RE: Supplemental #1 to Work Authorization #1 – SH365/TCC Project
From FM1016 (Conway Ave.) to Sta. 986+00.00

Mr. Jones:

This supplemental is being forwarded in response to a written request dated 7/25/12 from your office regarding the extension of the current project limits from FM396 to FM1016 (Conway Ave.). Attached to this submittal please find the fee for the services anticipated under the subject referenced supplemental for both L&G Engineering & L&G Engineering Laboratory. This submittal incorporates all of the redlined comments we have received to date from your office. The scope of work will be identical to WA#1 with the exception of the items identified as "Hours Removed" in the attached spreadsheet.

As requested by your office via e-mail dated 2/22/12, attached please find a detailed break-down from L&G Laboratory for the lump sum Task 7 anticipated work. An explanation was also requested of the hours scoped for Admin/Clerical under this supplemental. The vast majority of the hours identified under the Admin/Clerical fall under Task 9 – Utility Adjustments. It is anticipated that the hours will be utilized in developing correspondence, status of utility adjustments, meeting minutes, developing a utility matrix conflicts, and any other administrative requirements dealing with utility coordination.

Please feel free to contact me directly at (956) 585-1909 with any questions you may have with regard to this supplemental. Me and my staff look forward to working with you on this important piece of the subject referenced project.

Sincerely Yours,

Behrooz Badiozzamani, P.E.
Executive Vice-President/Project Manager

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

L & G Engineering Laboratory
Geotechical · Construction Material Testing

Attachment I
Proposed Pavement Subgrade Evaluation
SH 365 Project (from FM 1016 Conway to GSA Conn.)
Supplemental #1 to WA #1
Prepared for L&G Engineering

{Pavement Subgrade Evaluation & Salvaged Base Test}

	SERVICES		UNITS	UNITS	UNIT COST	TOTAL COST
I.	**Project Management / Review**					
	A. Principal / Project Manager / Review		Hours			
	B. Senior Project Engineer (Staff)		Hours	1	$ 124.78	$ 124.78
	C. Typing and Clerical (Report)		Hours			
	D. Lodging		Day			
	E. Mileage		Mile			
	F. Air Travel		Trip			
II.	**Utility Clearances / Boring Locates**					
	A. Technician (Locate Borings)(Util Clr)		Hours	2	$ 44.04	$ 88.08
	B. Staff Engineer/Geologist/Scientist		Hours			
	C. Rebar (stakes with impalement covers)		Cost +12.5%			
	D. Vehicle Charge		Mile			
	E. Mileage		Mile	50	$ 0.55	$ 27.50
	F. Survey Locate Borings (X,Y,Z)		LS			$ -
III.	**Field Exploration**					
A	Mobilization/Demobilization		Day	2	$ 250.00	$ 500.00
B	Field Exploration					
	1. TxDOT Drilling / Solid Auger / Solid Stem		Feet	120	$ 18.00	$ 2,160.00
	2. Texas Cone Penetration Tests		Ea.		$ 15.00	$ -
	2a. Vane Shear Testing (Ret. Walls)		Ea.		$ 35.00	$ -
	3. Field Logger / Engineering Tech		Hour	20	$ 44.04	$ 880.80
	4. 24 Hr. Water Level Observations		Hour		$ 44.04	$ -
	5. Piezometers		Each			
	6. Supp. Vehicle-Trailer, Tools Water Supply		Mile	100	$ 2.00	$ 200.00
	7. Vehicle Charge		Mile	100	$ 0.55	$ 55.00
	8. Trenching to Obtain In-situ Flexbase		Per Location			$ -
	(saw cut existing pavement & excavate flexbase)					
IV	**Engineering Data Analysis / Report**					
	Tests for Pavement Design/Analysis					
	1. Engineering Spec. (Soil Classification)		Hours	3	$ 117.44	$ 352.32
	2. Engineering Spec. (Logs & Summaries)		Hours	3	$ 117.44	$ 352.32
	3. Moisture Content		Ea.	24	$ 8.50	$ 204.00
	4. Atterberg Limits PI (Subgrade)		Ea.	24	$ 65.00	$ 1,560.00
	5. -200 Determination		Ea.	24	$ 60.00	$ 1,440.00
	6. Soils Sulfate Content (Subgrade)		Ea.	12	$ 95.00	$ 1,140.00
	7. Lime Series Testing (Subgrade)		Ea.	12	$ 560.00	$ 6,720.00
	8. Triaxial Testing (Salvaged Base)		Ea.	1	$ 750.00	$ 750.00
	9. Extraction/Gradation (Exist. ACP)		Ea.	1	$ 180.00	$ 180.00
	Project Total					$ 16,734.80

Attachment I
FEE SCHEDULE
Supplemental #1 to WA #1

L & G Engineering Laboratory
Geotechnical • Construction Material Testing

Geotechnical Engineering & Report

L&G ENGINEERING LABORATORY

SH 365 Project (from FM 1016 Conway to GSA Access) Prepared for L&G Engineering			MANHOURS					
			Senior Project Manager	Geotechnical Engineer	Design Engineer	CADD Tech	Admin/Clerical	Total
	TASK							
	1	Develop Plan View of Boring Logs			2	2		4
	2	Structural Evaluation of Borings		1	2			3
	3	Recommendation for Percent Lime Treatment to Subgrade		2	2			4
	4	Recommendation for Salvaged Base Materials		1	2			3
	5	Geotechnical Report (Pave Recs, Geo Field Expl)	1	2	4	2	2	11
	6	Meeting and Coordination	1					1
								0
								0
								0
								0
		Subtotal	**2**	**6**	**12**	**4**	**2**	**26**
Labor Hours			**2**	**6**	**12**	**4**	**2**	**26**
Hourly Base Rates			$ 65.00	$ 37.00	$ 34.00	$ 19.00	$ 12.00	
Direct Salary Cost			$ 130.00	$ 222.00	$ 408.00	$ 76.00	$ 24.00	
Contract Rate w/ Audited Overhead Rate of 228.08% & 12% Profit = 3.67 Multiplier			$ 238.55	$ 135.79	$ 124.78	$ 69.73	$ 44.04	
% of Work By Labor/Staff Classification			7.7%	23.1%	46.2%	15.4%	7.7%	
Total Labor Costs			**$ 477.10**	**$ 814.74**	**$ 1,497.36**	**$ 278.92**	**$ 88.08**	**$ 3,156.20**

LINE ITEM EXPENSES

Printing Reproduction	$ 109.00
*Laboratory Testing	$ 16,734.80

** - (Please see page 2, for detailed estimates of testing)*

Total Expenses	**$ 16,843.80**
L&G Laboratory Sub-Total Cost (Geo. Testing & Report for Pavement)	**$ 20,000.00**

PRELIMINARY ENGINEERING - FC161 (Drainage)											
		TASK 161.01 - PRELIMINARY DRAINAGE STUDY AND DOCUMENTATION									
		Coordinate with PM & Cities to accommodate local drainage needs and corres. participation	2	6	6						**14**
		Gather information regarding existing drainage features, facilities and watersheds	2	4	6						**12**
		Coordinate and comply with FEMA floodplain requirements	2	4	10						**16**
		Meet with PM, HCDD#1 and TxDOT and examine existing hydrologic studies	4	4	6						**14**
		Coordination with landowners due to proposed outfall facilities impacting their properties		12	16	10	6				**44**
		Task 161.02 - OUTFALL DRAINAGE COMPUTATIONS									
		Subtask 161.02.01 - Drainage Design and Details									
		Overall drainage area map (determine and calculate)	2	6	30	36	22	24			**120**
		Outfall drainage area maps (determine and calculate)	2	6	30	36	24	16			**114**
		Linear & On-Site detention calculations and analysis	1	6	34	44	28	16			**129**
		Analyze existing/proposed channels outside ROW	2	6	24	36	12	8			**88**
		Hydrologic Watershed Analysis and Computation Sheets (SCS, Rational Method)	2	4	36	46	14	10			**112**
		Large Culverts Hydraulic Sizing and Computation sheets (HEC-RAS, HY-8)	2	4	28	36	16	8			**94**
		TASK 161 SUBTOTAL (L&G)	**21**	**62**	**226**	**244**	**122**	**82**	**0**	**0**	**757**
		TOTAL - MANHOURS (L&G) =	**78**	**130**	**662**	**616**	**640**	**218**	**281**	**378**	**3,003**
		Total Hours	**78**	**130**	**662**	**616**	**640**	**218**	**281**	**378**	
		Contracted Rates	**$72.00**	**$60.00**	**$43.00**	**$38.00**	**$25.00**	**$24.00**	**$21.00**	**$18.00**	
		Direct Salary Costs	**$5,616.00**	**$7,800.00**	**$28,466.00**	**$23,408.00**	**$16,000.00**	**$5,232.00**	**$5,901.00**	**$6,804.00**	
		Overhead Multiplier = 161.75%	**$9,083.88**	**$12,616.50**	**$46,043.76**	**$37,862.44**	**$25,880.00**	**$8,462.76**	**$9,544.87**	**$11,005.47**	
		Fixed Fee = 12%	**$1,763.99**	**$2,449.98**	**$8,941.17**	**$7,352.45**	**$5,025.60**	**$1,643.37**	**$1,853.50**	**$2,137.14**	
		Total Labor Costs	**$16,463.87**	**$22,866.48**	**$83,450.93**	**$68,622.89**	**$46,905.60**	**$15,338.13**	**$17,299.37**	**$19,946.61**	

L&G Direct Expenses

Mileage (1 Site visit per week for 50 weeks - 20 miles round trip) at $0.50 per mile
Mileage (1 Meeting per month at HCRMA office - 40 miles round trip) at $0.50 per mile
20Ft. Long by 3Ft. Tall Schematic (60sq. ft.) @ $5.00/sq. ft. - 8 Total Prints
8 1/2in X 11in Copies (Pavement Design, Scour, Agreements & Permits, Irrigation District Packages, etc) @ $1.00 each

COST ASSOCIATED W/ DIRECT EXPENSES REMOVED FROM SUPPLEMENTAL #1

Total L&G Direct Expenses

TOTAL Supplemental #1 Cost Proposal = $310,893.87

	MISC	TASK 6 - SPECIAL COORDINATION AND TASKS								
		Subtask 6.1 - Special Coordination and Meetings								
		Coordination with PM to provide bore-hole information and stake ROW and centerline		2	10	3				15
		Coordination meetings with PM (HCRMA, FHWA, State Officials, Local Goverments)	4	3						7
		Coordination meetings with PM, Affected Property owners, and other consuting firms	4	3	2					9
		Coordination with PM to provide HCMPO update MTP, TIP (revised limits)	2		4					6
		Coordination with PM & Environmental Consultants to update EA document (revised limits)	3		4					7
		Assist PM w/ necessary communication w/ TxDOT as stated in the Pass-Through Agreement	2		4					6
		Attend Monthly Progress Meetings w/ PM and Team of HCRMA Consultants	HOURS REMOVED							0
		Bi-Weekly Coordination Meeting w/ Sub-Consultants for Project Duration								0
		Subtask 6.2 - Preliminary Design Information								
		Prepare preliminary cost estimate and project development time schedule		3	3				6	12
		Attend Design Concept Conference with PM & TxDOT (develop minutes)	HOURS REMOVED							0
		Develop and Coordinate Final Design Summary Report								0
		TASK 6 - SUBTOTAL (L&G)	**15**	**11**	**27**	**3**	**0**	**0**	**0**	**6**	**62**
	163	TASK 7 - GEOTECHNICAL LABORATORY TESTS								
			WA#1a to Sub L&G Laboratory for Needed Pavement Design Parameters							**$20,000.00**
	163	TASK 8 - Route & Design Studies								
		Coordinate and obtain Crossroad Roadway Information from TxDOT, Cities and County	HOURS REMOVED							0
		Coordinate with HCDD#1 and gather hydrologic information on existing facilities	2	4	12				6	24
		Coordinate and obtain information on existing Utilities (gas lines & wells, elec., phone, etc.)	2	6	24				28	60
		NEW SCOPE - Coordination w/ Railroad	2	6	10				24	42
		TASK 8 - SUBTOTAL (L&G)	**6**	**16**	**46**	**0**	**0**	**0**	**0**	**58**	**126**
	130	TASK 9 - UTILITY ADJUSTMENTS								
		Subtask 9.1 - Mapping Utility Locations								
		Send initial letter with exhibits and typical sections to all utility companies involved	1	2		40		60		10	113
		Conduct Kick-off Utility meeting with PM & TxDOT coordination and prepare meeting minutes	HOURS REMOVED							0
		Subtask 9.2 - Utility Conflict Tracking Matrix and TxDOT Certification								
		Meet and Coordinate with Utilities to identify potential utility conflics and prepare report for PM	2	10	32		40		88	172
		Develop and populate Utility Matrix Conflict with Schedule Adjustment table for PM	2		16	34	12		20	84
		Coordinate, obtain and approve a preliminary estimate for utility adjustments for PM		2	32	40		16	10	100
		Subtask 9.3 - Field Utility Coordination Meetings								
		Coordination with PM for exposures, field-ties and obtain utility number	2	3	4		50	8	80	147
		Coordination with PM & Utility Companies to adjust utility conflicts in the field	3		44		40		80	167
		TASK 9 SUBTOTAL (L&G)	**10**	**17**	**128**	**114**	**142**	**84**	**0**	**288**	**783**
	150	TASK 10 - FIELD SURVEYING (GROUND CONTROLSURVEY COORDINATION)								
		Coordination with PM, Surveyor, & Utilities Companies for needed field-ties	1		1		20	42	16	80
		Coordinate with PM & Surveyor to provide final alignment for preparation of the ROW map	2	4	16				6	28
		TASK 10 SUBTOTAL (L&G)	**3**	**4**	**17**	**0**	**20**	**42**	**0**	**22**	**108**

L&G Engineering
Transportation Consulting Engineers

SH365/TCC - Segment #1
ATTACHMENT "C"
Supplemental #1 to Work Authorization #1

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

	Func Code		Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	Senior Engineer Technician	Engineer Technician	CADD Operator	Admin./ Clerical	TOTAL HOURS
		SPECIAL SERVICES									
	110	TASK 1 - VALUE ENGINEERING PARTICIPATION									
		Development of project drivers, constraints, decisions and commitments	HOURS REMOVED								0
		Development of functional areas, brain-storming of ideas to be considered									0
		Development of advantages and disavantages for each functional area									0
		Presentation of findings and development of report									0
		TASK 1 - SUBTOTAL (L&G)									**0**
	110	TASK 2 - 2 SCHEMATICS (2 Lane Super 2 & 4-LANE FACILITY)									
		(Both Schematics Include New Location Align. from Ware Rd. to FM396 and Mod. at McColl U/P)									
		Subtask 2.1 - Super 2 Schematic w/ Passing Lanes									
		Coordinate and obtain TxDOT concurrence on 2-lane divided w/ passing lanes	HOURS REMOVED								0
		Modify vertical and horizontal alignments of ML, ramps, frontage roads									0
		Modify roadway templates to indicate 2-lane divided facilty w/ passing lanes									0
		Modify proposed large guide signs to accommodate proposed facility									0
		Implement TxDOT comments and submit finilized schematic									0
		Subtask 2.2 - 4 Lane Divided Schematic									
		Coordinate and obtain TxDOT concurrence on 4-lane divided (grassy median vs median CTB)	2	2							**4**
		Modify vertical and horizontal alignments of ML, ramps, frontage roads	2	6	60	60	90		75		**293**
		Modify roadway templates to indicate 4-lane divided facilty	2	6	60	60	90		75		**293**
		Modify proposed large guide signs to accommodate proposed facility	2	4	60	60	90		75		**291**
		Implement TxDOT comments and submit finilized schematic	2	2	38	40	75		56		**213**
		TASK 2 - SUBTOTAL (L&G)	**10**	**20**	**218**	**220**	**345**	**0**	**281**	**0**	**1094**
	120	TASK 3 - PUBLIC INVOLVEMENT SUPPORT									
		Support PM in conducting stakeholders outreach mtgs and prepare summaries (mtg minutes)	6			16	5				**27**
		Prepare exhibits for PM presentation during Public Meeting/Hearing	2			5		4			**11**
		Assist PM to respond to technical questions received	3			6		6			**15**
		TASK 3 - SUBTOTAL (L&G)	**11**	**0**	**0**	**27**	**5**	**10**	**0**	**0**	**53**
	130	TASK 4 - RIGHT-OF-WAY (ROW) COORDINATION									
		Coordinate with PM on preparation of ROW map	1			4	4			2	**11**
		Review ROW map for correctness of alignment, geometry and control-of-access lines for PM	1			4	2			2	**9**
		TASK 4 - SUBTOTAL (L&G)	**2**	**0**	**0**	**8**	**6**	**0**	**0**	**4**	**20**
	160	TASK 5 - PAVEMENT DESIGN (Entire SH365/TCC Project Limits)									
		Evaluate Input parameters for FPS (FWD, Traffic information, etc.)	HOURS REMOVED								0
		Design Pavement Structure with FPS software									0
		Analyze data and recommend proposed design for Main Lanes, FR and Ramps									0
		Develop and prepare Flexible Pavement Design Report and distribute copies									0
		Review geotech tests for subgrade (sulfates, PI), salvage base (triaxial), RAP (extraction)									0
		Meetings and coordination efforts									0
		TASK 5 - SUBTOTAL (L&G)	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012 – 31

SUPPLEMENTAL NUMBER 2 TO PROFESSIONAL CONSULTING AGREEMENT WITH ATKINS NORTH AMERICA, INC. FOR ENVIRONMENTAL CLEARANCE OF SH 365 FROM FM 396 TO FM 1016

THIS RESOLUTION is adopted this 18th day of October, 2012 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 1, 2012 the Authority awarded a professional consulting agreement for environmental services to Atkins North America, Inc. in the amount of $519,133;

WHEREAS, the Authority has subsequently approved supplemental number 1in the revised agreement amount of $548,667;

WHEREAS, on October 18, 2012 the Authority amended the 2012-2017 Strategic Plan – Project Manager Strategy No. 8 adding approximately 3.15 miles of roadway to the SH 365 project from FM 396 to FM 1016;

WHEREAS, the Authority will environmentally clear and perform preliminary engineering on the segment of SH 365 from FM 396 to FM 1016 as part of the approved project limit;

WHEREAS, the Authority has determined it is necessary to approve Supplemental Number 2 of the professional consulting agreement with Atkins North America, Inc. to perform environmental assessment documents for SH 365 from FM 396 to FM 1016 in the revised amount of $581,693;

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 the Supplemental Number 2 to the professional consulting agreement with Atkins North America, Inc. attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Supplemental Number 2 of the professional consulting agreement with Atkins North America, Inc. 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 October, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

SUPPLEMENTAL NO. 2 TO PROFESSIONAL SERVICE AGREEMENT WITH ATKINS NORTH AMERICA, INC. FOR ENVIRONMENTAL CLEARANCE OF SH 365 FROM FM 396 TO FM 1016

SUPPLEMENTAL AGREEMENT

BETWEEN

CLIENT AND CONSULTANT

FOR PROFESSIONAL ENVIRONMENTAL SERVICES

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY PROJECTS

Hidalgo County, Texas

THIS IS SUPPLEMENTAL AGREEMENT **02** between **Hidalgo County Regional Mobility Authority (HCRMA)** ("CLIENT"), and **ATKINS** ("CONSULTANT").

I. CLIENT and CONSULTANT have entered into an agreement dated March 29, 2011 to conduct **Environmental Services** for the proposed Hidalgo County State Highway 365/Trade Corridor Connector (SH 365/TCC) and United States Highway 281/International Bridge Trade Corridor Overpass (US 281/IBTC) projects and any segments there under.

Supplemental Agreement 01, executed on May 14, 2012, addressed the change in project concept and scope for the February 2012 HCRMA SH 365/TCC redefined project from just west of Farm-to-Market (FM) Road 396 (Bryan Road) to US 281/Military Highway, which included 2.2 miles of new alignment.

This supplemental agreement **(Supplemental Agreement 02)** entails the following:

a) Removes the scope of services and budget associated with the US 281/IBTC Overpass project from the original contract. Supplemental Agreement 02 thereby cancels the work necessary to prepare a categorical exclusion and associated technical reports for the US 281/IBTC Overpass project with limits that extend from US 281/Military Highway at the proposed IBTC (San Juan Road) to the Pharr Border Safety Inspection Facility (BSIF) (See attached map).

b) Addresses the change in project concept and scope for the redefined HCRMA SH 365 project (shown in the attached map) and includes the following changes:

- The SH 365 eastern limits have been extended southward to include the US 281/IBTC Overpass from US 281/Military Highway at San Juan Road and the Pharr BSIF connector.
- The SH 365 western limits have been extended an additional 3.13 miles from FM 396 to just west of FM 1016.
- Services to revise the environmental assessment for the modified SH 365 project limits from just west of FM 1016 to US 281/Military Highway at San Juan Road and the Pharr BSIF connector, including the following additional effort:
  - Project scoping, including the preparation of the *Project Scope for Environmental Review Documents Form*.
  - Right-of-entry coordination to identify parcels along the modified alignment for which access is required and tracking of environmental survey status.
  - Field surveys required as a result of the alignment modifications.
  - Provide the HCRMA Program Management Consultant (PMC) with the necessary information to conduct early coordination with the United States Fish and Wildlife Service (USFWS).

c) Supplemental Agreement 02 provides the scope of services and budget to complete this effort as outlined in Attachments K-1 and K-2.

II. The amount of **Supplemental Agreement 02** results in a net contract increase of $33,025.93. With this supplemental agreement, the maximum amount payable has been increased from **$548,667.00** to **$581,692.93** (See Attachment K-2).

a) Per Item I.a above, the removal of the budget associated with the US 281/IBTC Overpass results in a net contract decrease of $82,096.67. (See Attachment K-2).

b) Per Item I.b above, the change in scope for the redefined SH 365 project results in a net contract increase of $115,122.60. (See Attachment K-2).

III. **Supplemental Agreement 02** shall become effective on the date of final execution of the parties hereto. All other terms and conditions not hereby amended are to remain in full force and effect.

This Agreement is hereby accepted and acknowledged below.

CONSULTANT

Tracy Hill, P.E.
Vice President
Atkins (Formerly PBS&J)

Date: 11/16/12

CLIENT

Dennis Burleson
Chairman
Hidalgo County Regional Mobility Authority

Date: 11/26/2012

ATTACHMENT K-1: Services to be Provided by the Consultant
ATTACHMENT K-2: Fee Proposal

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION NO. 2012-32

AUTHORIZING FLOR E. KOLL AS A SIGNATORY FOR HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY CREDIT CARD ISSUED BY FIRST NATIONAL BANK AND AUTHORIZING A SINGLE TRANSACTION LIMIT OF $2,500 AND A MONTHLY CREDIT LIMIT OF $5,000

THIS RESOLUTION is adopted this 20th day of September, 2012 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");

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;

WHEREAS, the Authority has established certain bank accounts with First National Bank in connection with a letter of credit agreement by and between First National Bank and the Authority; and

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

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

1. The Board of Directors authorizes the removal of Dennis Burleson, Chairman, as an authorized signatory on the credit card issued by First National Bank.

2. The Board of Directors authorizes the addition of Flor E. Koll, Program Manager, as a signatory on the credit card issued by First National Bank.

3. The Board of Directors authorizes a maximum single transaction limit of $2,500 and a monthly credit limit of $5,000 for the credit card issued to Flor E. Koll.

4. The Board of Director authorizes Pilar Rodriguez, Executive Director, to increase the monthly credit limit to a maximum of $7,500, if necessary.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY THIS 20TH DAY OF SEPTEMBER 2012, 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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012 – 33

AMENDING AND RESTATING WORK AUTHORIZATION NUMBER 5 TO PROFESSIONAL SERVICES AGREEMENT WITH DANNENBAUM ENGINEERING CORPORATION FOR PROGRAM MANAGEMENT OF SH 365 PROJECT

THIS RESOLUTION is adopted this 18th day of October, 2012 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 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;

WHEREAS, the Authority has subsequently approved Work Authorizations Numbers 1, 3, 4, including Supplemental Number 1 to Work Authorization Number 4, and Work Authorization Number 5 in the amounts of $909,960.63, $57,750.00, $694,355.85 and $802,369.93 respectively;

WHEREAS, to continue Program Management for the SH 365 Project, Work Authorization Number 5 has been amended and restated to include Public Outreach;

WHEREAS, HCRMA staff has negotiated the Public Outreach task in the amount of $45,000.00 for a revised Work Authorization Number 5 amount of $847,369.93;

WHEREAS, the Authority has determined it is necessary to amend and restate Work Authorization Number 5 to continue Project Management and Advance Project Development for SH 365;

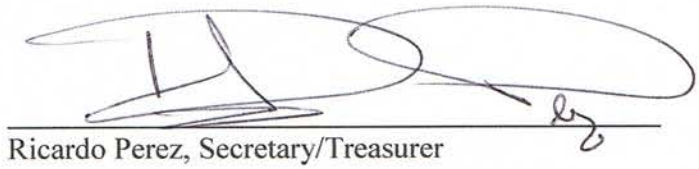
NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

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

Section 2. The Board hereby approves the amendment and restatement of Work Authorization Number 5 to the Professional Services Agreement with Dannenbaum Engineering Corporation hereto attached as Exhibit A.

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 October, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman



Ricardo Perez, Secretary/Treasurer

Section 3. The Board authorizes the Executive Director to execute the amended Work Authorization Number 5 as approved.

*****

EXHIBIT A

AMENDMENT TO WORK AUTHORIZTION NUMBER 5 OF PROFESSIONAL SERVICE AGREEMENT WITH DANNENBAUM ENGINEERING CORPORATION DATED OCTOBER 27, 2011

ATTACHMENT D
WORK AUTHORIZATION
D-1
WORK AUTHORIZATION NO. 5-Revised 10/10/2012
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 as 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 **$847,369.93** 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 12/31/2012, 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

(Signature)
Louis H. Jones Jr., P.E.
(Printed Name)
Principal
(Title)
9/6/12
(Date)

THE AUTHORITY

(Signature)
Pilar Rodriguez
(Printed Name)
Executive Director
(Title)
10/18/2012
(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, Cities, 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.
7) Administrative Assistance in Flor Koll and other administrative assistance as required to assist Dannenbaum in creating the HCRMA hard files, Dannenbaum shall only direct personnel.

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. 5

1. The Authority will provide a copy of the truck ordinance report submitted by L&G Engineering.

2. To its best efforts, the Authority will provide all available and applicable existing detailed construction cost estimates for all existing schematics.

3. To its best efforts, the Authority will provide any available drainage studies and approval letters from HCDD No. 1 and applicable cities for existing schematics.

4. Administrative Assistance in Flor Koll and other administrative assistance as required to assist Dannenbaum in creating the HCRMA hard files, Dannenbaum shall only direct personnel.

DANNENBAUM ENGINEERING CORPORATION HCRMA - PROGRAM MANAGEMENT CONSULTANT	
1.0	SCOPE OF WORK FOR WORK AUTHORIZATION NO. 5
Task	Task Description
Task	A. Coordinate / Update / Assist Executive Director
	1 Educate Execuitve Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (Including Weekly Mtgs)
Task	B. Attend / Prepare Data / Report on Various Meetings (4.0 Months)
	1 HCRMA Board Meetings Including Presentation (Monthly)(4 Mtgs) (Inc. Prep Time)
	2 HCRMA Planning Committee Meetings (4 Mts @ 2 hrs/Mtg) (Inc. Prep Time)
	3 HCRMA Finance Committee Meetings (4 Mts @ 2 hrs/Mtg) (Inc. Prep Time)
	4 HCRMA MPO Policy Commiltee Meeting (4 Mts @ 2 hrs/Mtg) (Inc. Prep Time)
	5 HCRMA MPO Tech Committee Meeting (4 Mts @ 2 hrs/Mtg) (Inc. Prep Time)
	6 Various HCRMA Mtgs w/ Individual Board Members / Special Board Meetings (1 Mtg @ 2 hrs/Mts) (Inc. Prep Time)
	7 Hidalgo County Meetings w/Staff (2 Mtgs @2 hr / Mtg) (Inc. Prep Time)
	8 Hidalgo County Commissioner Precinct No. 1 (2 Mtgs @ 2 hrs / Individual Mtg)
	9 Hidalgo County Commissioner Precinct No. 2 (2 Mtgs @ 2 hrs / Individual Mtg)
	10 Hidalgo County Commissioner Precinct No. 3 (2 Mtgs @ 2 hrs / Individual Mtg)
	11 Hidalgo County Commissioner Precinct No. 4 (2 Mtgs @ 2 hrs / Individual Mtg)
	12 Attend Meetings TxDOT-Pharr (2 Mtgs @ 2 hrs / Mtg)(Inc. Prep Time)
	13 Attend Meetings TxDOT-Austin includes Travel (2 Mtgs @ 10 hrs / Mtg)
	14 Attend Meetings With Senator Hinojosa (1 Mtgs @ 2 hrs / Mtg)
	15 Attend Meeting-3 Days in Washington to Visit Congress/TIFA (1 Mtg)
	16 Attand Hidalgo County Commissioners' Court Meeting (2 Monthly Mtgs) (2 Mtgs x 2hr / Mtg)
Task	C. Continue to Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy Including Updating Strategy (Two (2) Updates)
Task	D. Continue to Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications or other TxDOT Funding Modification (availibility payments-CAT12) for SH 365 (Segment 1,2,3 and 4) / Segment No. 4 (US 281 / Military)
	1 Meet / Coordinate With TxDOT Pharr (1 Mtgs @ 2 hrs / Mtg)
	2 Meet / Corrdinate With TxDOT Austin (1 Mtg @ 10 hrs / Mtg)
	3 Finalize Pass Thru Agreements and/or availability payments
Task	E. Conitnue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System
	1 Continue to Input Data for Development of Monthly Reports for HCRMA Board (September 1, 2012 thru December 31, 2012)
	2 Continue to Modify Monthly Reports for HCRMA Needs
	3 Continue to Input Monthly Data and Produce Final Reports for Sept., Oct., Nov. and Dec 2012
Task	F. Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy)
Task	G. Continue to Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements and Finalize Agreements with each entity
Task	H. Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others (4.0 Months)
Task	I. (Cont.) Public Outreach Meetings (Formal Presentation to Council) with the following Cities (Including Travel and Preparation for Meeting) (4.0 Months)
	1 City of Pharr (2 Mtgs)
	2 City of Granjeno (1 Mtg)
	3 City of Donna (1 Mtg)
	4 City of Weslaco (1 Mtg)
	5 City of Mercedes (1 Mtg)
	6 City of Edcouch (1 Mtg)
	7 City of McAllen (2 Mtgs)
	8 City of Mission (2 Mtgs)
	9 City of Penitas (1 Mtg)
	10 City of Palmview (1 Mtg)
	11 City of La Joya (0 Mtgs)
	12 City of Edinburg (2 Mtgs.)
	13 City of Sullivan City (1 Mtg)

DANNENBAUM ENGINEERING CORPORATION HCRMA - PROGRAM MANAGEMENT CONSULTANT	
1.0	SCOPE OF WORK FOR WORK AUTHORIZATION NO. 5
	Task Description
Task	**J. Continue the Oversight of C&M Associates, Inc, in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.5 Months)**
	1. SH 365 Segment 1,2,3 and 4 / IBTC / Segment D & La Joya Relief Route (Assisted by HDR)
	2. Update Strategic Plan for New Funding (Modification in Limits / Schedule / Funding Type)
	3. Update Strategic Plan After New T&R Numbers (Work With FSW)
Task	**K. Continue to Oversee IBTC (4.0 Months)**
	1. Modify RFP and Procure Engineering Services (Including Environmental and Low Level Flight)
	2. Continue to Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (4.0 Months)
	3. Oversee IBTC Drainage Studies
	4. Oversee Low Level Flight (Assisted by Aranda & Associates - Lead)
	5. QA/QC Drainage Study (50%)
	6. QA/QC Low Level Flight (Aranda)
	7. Attend Meeting with USIBWC (1) (Combined with SH 365)
	8. Attend Meeting with USACOE (1) (Combined with SH 365)
	9. Attend Meeting with US Fish and Wildlife (1)(Combined with SH 365)
Task	**L. Conitnue to Oversee SH 365 (Segment 1,2 and 3)(Incl. SH 365 at GSA Anzalduas Bridge)(4.0 Months)**
	1. Continue to Oversee Environmental Clearance By Atkins (EA) Includes Negotiating Limits to FM 1016 (Assisted by Blanton & Assoc - Lead)
	2. Continue to Oversee Drainage Studies Produced By L&G Engineering / S&B Infrastructure Including Segment No. 3. Also, Includes Negotiating Limits to FM 1016
	3. Conitnue to QA/QC Drainage Study (90%)
	4. Attend Meeting With USIBWC (1 Mtg - El Paso)
	5. Attend Meeting With USACE (1 Mtg - HST)
	6. Attend Meeting With US Fish & Wildlife (1 Mtg - RGV)
	7. Attend Meeting With TxDOT Austin / FHWA (1 Mtg - Austin)
	8. Conitnue to Oversee / Development of 4-Lane Schematic L&G Engineering and S&B Infrastructure / Negotiate Limits to FM 1016
	9. QA/QC Schematic (90%)
	10. Prepare Decision Matrix for Environmental Consultant (In Work Authorization No. 4)
	11. Continue to Oversee Surveyors Including Right of Entry Assistance for 52 Parcels (DOS Logistics / Quintanilla) (Asisted by Aranda and Associates - Lead)
	12. Hold / Lead Public Involvement Meeting (1 Additional Mtg.) Including Prepare Exhibits
	13. Prepare Land Plan to Assist Hunt Development / City of McAllen to Evaluate Alternative Thru Hunt Property
	14. Meet with Hunt Development (Mission - 2 Mtgs) (2 hrs / Mtg)((Inc. Prep Time)
	15. Assist HDR in Developing TIFIA Application
Task	**M. SH 365 Segment No. 4 (US 281 / Military) (4.0 Months)**
	1. Oversee Environmental Clearance by Atkins (Included in Item L)
	2. Oversee Engineer in Development of Route Studies / Schematic / Survey / PS&E Development (4.0 Months)
	3. Finalize QA/QC Route Study
	4. Continue to Meet With City of Pharr Including Development of Exhibits to Analyze SH 365 (Segment No. 4) (US 281 / I Road / San Juan Area) (2 Mtgs)
Task	**N. Implementation of GIS Tools - Phase IA**
	1. Conduct Stakeholder and Program Management Team GIS user requirements meeting
	2. Develop GIS user requirements documentation and implementation plan
	3. Present user requirements and implementation plan to Stakeholders and Program Management Team
	4. Acquire and integrate Bing Map services
	5. Acquire and integrate existing GIS base map data from local government sources into an ArcGIS Server / SQL Server central database hosted from Dannenbaum' s GIS hosting facility
	6. Tile up to three large existing GIS databases acquired from local Government sources for efficient web map rendering of large datasets **(Future W.A.)**
	7. Design, load and integrate HCRMA specific GIS data into an ArcGIS Server / SQL Server central database hosted from Dannenbaum' s GIS hosting facility **(Future W.A.)**
	8. QAQC existing and HCRMA specific GIS database for compliance with Task 1 – Requirements **(Future W.A.)**
	9. Develop login page user interface **(Future W.A.)**
	10. QAQC login page user interface for compliance with Task A – Requirements **(Future W.A.)**
	11. Develop ArcGIS Server, map services, Arc MAP, MXD projects files including map symbology **(Future W.A.)**
	12. QAQC ArcGIS Server, map services, Arc MAP, MXD projects files checking for quality of map symbology and compliance with Task 1 - Requirements **(Future W.A.)**
	13. Develop GIS website map and legend tools on Dannenbaum' s application development Server **(Future W.A.)**
	14. QAQC / unit testing of the GIS website map and legend tools **(Future W.A.)**
	15. Migrate GIS website map and legend tools from Dannenbaum' s application development server to Dannenbaum' s production ArcGIS Server hosting environment **(Future W.A.)**
	16. Develop GIS website map and legend user manual documentation and conduct user training **(Future W.A.)**
Task	**O. IMPLEMENTATION OF PROJECT WISE**
	1. Project Wise Overview Training (x1 initial kickoff meeting to go over Project Wise functionality and general use in an engineering project office environment)

DANNENBAUM ENGINEERING CORPORATION HCRMA - PROGRAM MANAGEMENT CONSULTANT	
1.0	SCOPE OF WORK FOR WORK AUTHORIZATION NO. 5
	Task Description
	2. Project Wise Implementation (Install and configuration hardware and software onsite within DEC McAllen / HCRMA PMO)
	3. Project Wise End User Training (x4 brown bag training sessions to teach PMO users how to manage documents in a Project Wise document controled environment)
	4. Inventory HCRMA Project Data by Type, User, Organization, etc.
	5. Conduct Project Wise / GIS Data Mainetence Business Process Workshop (x1 Day for Project Wise / x1 Day for GIS - Include time estimate for key subcontractor participation)
	6. Develop HCRMA Project Wise and GIS data management business process documentation
	7. Data Management End User Training (x4 brown bag training sessions to teach HCRMA PMO Project Wise and GIS data management business processes)

CONSULTANT EXHIBIT C
WORK SCHEDULE
Work Authorization No. 5

ID	Task Name	Start	Finish
1	**A. Coordinate / Update / Assist Executive Director**	**Mon 9/3/12**	**Mon 12/31/12**
2	1. Educate Execuitve Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (including Weekly Mtgs.)	Mon 9/3/12	Mon 12/31/12
3	**B. Attend / Prepare Data / Report on Various Meetings (4.0 Months)**	**Mon 9/3/12**	**Mon 12/31/12**
4	1. HCRMA Board Meetings including Presentation (Monthly)(4 Mtgs) (Inc. Prep Time)	Mon 9/3/12	Mon 12/31/12
5	2. HCRMA Planning Committee Meetings (4 Mts @ 2 hrs/Mtg) (Inc. Prep Time	Mon 9/3/12	Mon 12/31/12
6	3. HCRMA Finance Committee Meetings (4 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	Mon 9/3/12	Mon 12/31/12
7	4. HCRMA MPO Policy Committee Meeting (4 Mts @ 2 hrs/Mtg) (Inc. Prep Tin	Mon 9/3/12	Mon 12/31/12
8	5. HCRMA MPC Tech Committee Meeting (4 Mts @ 2 hrs/Mtg) (Inc. Prep Time	Mon 9/3/12	Mon 12/31/12
9	6. Various HCRMA Mtgs w/ Individual Board Members / Special Board Meetings (1 Mtg @ 2 hrs/Mts) (Inc. Prep Time)	Mon 9/3/12	Mon 12/31/12
10	7. Hidalgo County Meetings w/Staff (2 Mtgs. @2 hr. / Mtg.) (Inc. Prep Time)	Mon 9/3/12	Mon 12/31/12
11	8. Hidalgo County Commissioner Precinct No. 1 (2 Mtgs. @ 2 hrs. / Individual Mtg.)	Mon 9/3/12	Mon 12/31/12
12	9. Hidalgo County Commissioner Precinct No. 2 (2 Mtgs. @ 2 hrs. / Individual Mtg.)	Mon 9/3/12	Mon 12/31/12
13	10. Hidalgo County Commissioner Precinct No. 3 (2 Mtgs. @ 2 hrs. / Individual Mtg.)	Mon 9/3/12	Mon 12/31/12
14	11. Hidalgo County Commissioner Precinct No. 4 (2 Mtgs. @ 2 hrs. / Individual Mtg.)	Mon 9/3/12	Mon 12/31/12
15	12. Attend Meetings TxDOT-Pharr (2 Mtgs. @ 2 hrs. / Mtg.)(Inc. Prep Time)	Mon 9/3/12	Mon 12/31/12
16	13. Attend Meetings TxDOT-Austin includes Travel (2 Mtgs. @ 10 hrs. / Mtg.)	Mon 9/3/12	Mon 12/31/12
17	14. Attend Meetings With Senator Hinojosa (1 Mtgs. @ 2 hrs. / Mtg.)	Mon 9/3/12	Mon 12/31/12
18	15. Attend Meeting-3 Days in Washington to Visit Congress/TIFIA (1 Mtg.)	Mon 9/3/12	Mon 12/31/12
19	16. Attand Hidalgo County Commissioners' Court Meeting (2 Monthly Mtgs.) (2 Mtgs. x 2hr. / Mtg.)	Mon 9/3/12	Mon 12/31/12
20	**C. Continue to Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy Including Updating Strategy (Two (2) Updates)**	**Mon 9/24/12**	**Fri 11/23/12**
21	**D. Continue to Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications or other TxDOT Funding Modification (availibility payments-CAT12) for SH 365 (Segment 1,2,3 and 4) / Segment No. 4 (US 281 /**	**Mon 9/3/12**	**Thu 11/1/12**
22	1. Meet / Coordinate With TxDOT Pharr (1 Mtgs. @ 2 hrs. / Mtg.)	Mon 9/3/12	Thu 11/1/12
23	2. Meet / Corrdinate With TxDOT Austin (1 Mtg @ 10 hrs. / Mtg.)	Mon 9/3/12	Thu 11/1/12
24	3. Finalize Pass Thru Agreements and/or availability payments	Mon 9/3/12	Thu 11/1/12
25	**E. Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System**	**Mon 9/3/12**	**Thu 11/1/12**
26	1. Continue to Input Data for Development of Monthly Reports for HCRMA Board (September 1, 2012 thru December 31, 2012)	Mon 9/3/12	Thu 11/1/12

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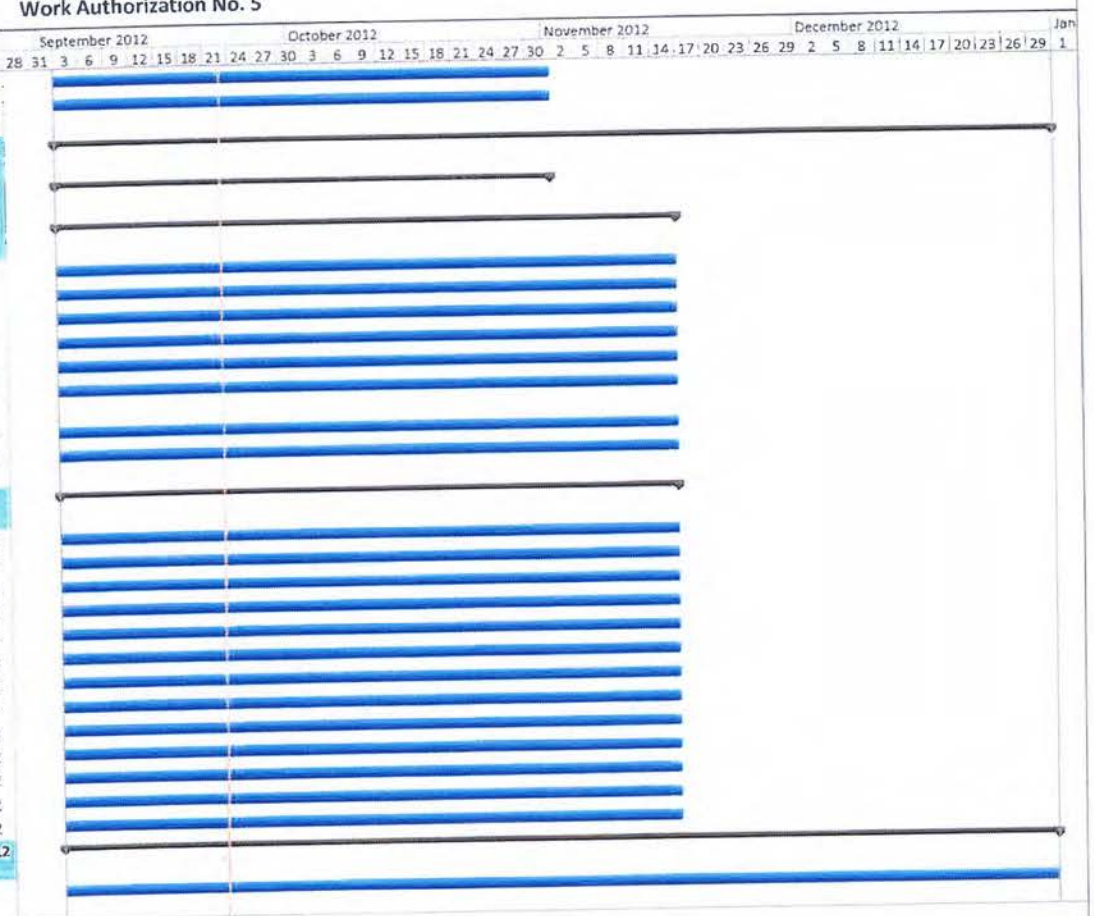
Milestone
Summary
Project Summary
External Tasks
External Milestone
Inactive Task
Inactive Milestone
Inactive Summary
Manual Task
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
Deadline
Progress

CONSULTANT EXHIBIT C
WORK SCHEDULE
Work Authorization No. 5

ID	Task Name	Start	Finish
27	2. Continue to Modify Monthly Reports for HCRMA Needs	Mon 9/3/12	Thu 11/1/12
28	3. Continue to Input Monthly Data and Produce Final Reports for Sept., Oct., Nov. and Dec 2012	Mon 9/3/12	Thu 11/1/12
29	**F. Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy)**	**Mon 9/3/12**	**Mon 12/31/12**
30	**G. Continue to Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements and Finalize Agreements with each entity**	**Mon 9/3/12**	**Thu 11/1/12**
31	**H. Continue to Finalize and Implement Public Outreach Program with Assistance from Consultant (Pathfinder) and others**	**Mon 9/3/12**	**Fri 11/16/12**
32	1. Finalize / Implement Public Outreach	Mon 9/3/12	Fri 11/16/12
33	2. Review / Update Website	Mon 9/3/12	Fri 11/16/12
34	3. Develop Monthly Newsletter (Assist Subs)	Mon 9/3/12	Fri 11/16/12
35	4. Begin Development of Branding Loop Project (Assist Subs)	Mon 9/3/12	Fri 11/16/12
36	5. Assst / Develop Support Resoolution From All Cities (Total 10 Mtgs.)	Mon 9/3/12	Fri 11/16/12
37	6. Meet With Large Property Owners (SH 365) (Total 5 Mtgs. Including Preparation)	Mon 9/3/12	Fri 11/16/12
38	7. Meet With EDC for the Cities of McAllen / Mission (Total 2 Mtgs.)	Mon 9/3/12	Fri 11/16/12
39	8. Meet With Trade Association / Civic Association (US / Mexico) (Total 1 Mtgs.)	Mon 9/3/12	Fri 11/16/12
40	**I. (Cont.) Public Outreach Meetings (Formal Presentation to Council) with the following Cities (Including Travel and Preparation for Meeting) (4.0 Months):**	**Mon 9/3/12**	**Fri 11/16/12**
41	1. City of Pharr (2 Mtgs)	Mon 9/3/12	Fri 11/16/12
42	2. City of Granjeno (1 Mtg)	Mon 9/3/12	Fri 11/16/12
43	3. Donna (1 Mtg)	Mon 9/3/12	Fri 11/16/12
44	4. Weslaco (1 Mtg)	Mon 9/3/12	Fri 11/16/12
45	5. City of Mercedes (1 Mtg)	Mon 9/3/12	Fri 11/16/12
46	6. City of Edcouch (1 Mtg)	Mon 9/3/12	Fri 11/16/12
47	7. City of McAllen (2 Mtgs.)	Mon 9/3/12	Fri 11/16/12
48	8. City of Mission (2 Mtgs.)	Mon 9/3/12	Fri 11/16/12
49	9. City of Penitas (1 Mtg)	Mon 9/3/12	Fri 11/16/12
50	10. City of Palmview (1 Mtg)	Mon 9/3/12	Fri 11/16/12
51	11. City of La Joya (1 Mtg)	Mon 9/3/12	Fri 11/16/12
52	12. City of Edinburg (2 Mtgs.)	Mon 9/3/12	Fri 11/16/12
53	13. City of Sullivan City (1 Mtg.)	Mon 9/3/12	Fri 11/16/12
54	**J. Continue the Oversight of C & M Associates, Inc, in Developing the Update of the T & R Studies / Financing Alternatives (FSW) (4.0 Months)**	**Mon 9/3/12**	**Mon 12/31/12**
55	1. SH 365 Segment 1,2,3 and 4 / IBTC / Segment D & La Joya Relief Route (Assisted by HDR)	Mon 9/3/12	Mon 12/31/12



Task
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External Tasks
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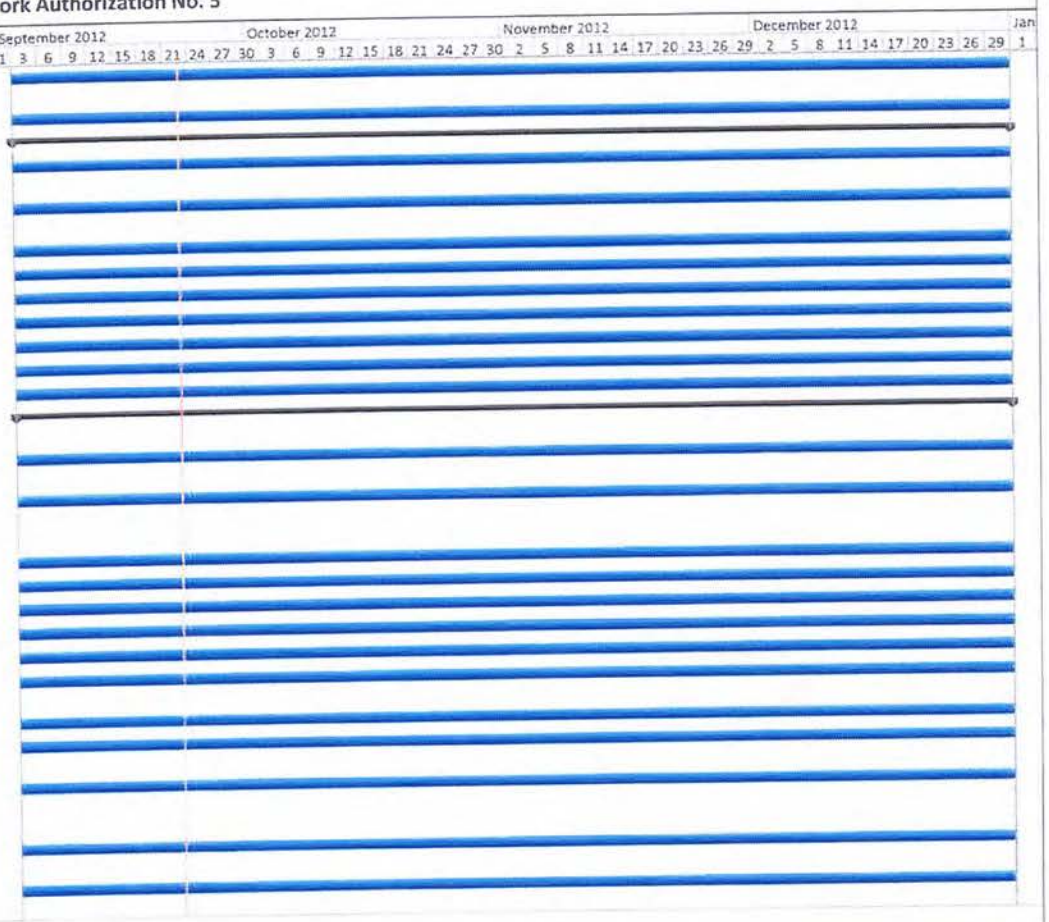
Duration-only
Manual Summary Rollup
Manual Summary
Start-only
Finish-only
Deadline
Progress

CONSULTANT EXHIBIT C
WORK SCHEDULE
Work Authorization No. 5

ID	Task Name	Start	Finish
56	2. Update Strategic Plan for New Funding (Modification in Limits / Schedule / Fundirg Type)	Mon 9/3/12	Mon 12/31/12
57	3. Upcate Strategic Plan After New T & R Numbers (Work With FSW)	Mon 9/3/12	Mon 12/31/12
58	**K. Continue to Oversee IBTC (4.0 Months)**	**Mon 9/3/12**	**Mon 12/31/12**
59	1. Modify RFP and Procure Engineering Services (Including Environmental and Low Level Flight)	Mon 9/3/12	Mon 12/31/12
60	2. Continue to Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (4.0 Months)	Mon 9/3/12	Mon 12/31/12
61	3. Oversee IBTC Drainage Studies	Mon 9/3/12	Mon 12/31/12
62	4. Oversee Low Level Flight (Assisted by Aranda & Associates - Lead)	Mon 9/3/12	Mon 12/31/12
63	5. QA/QC Drainage Study (60%)	Mon 9/3/12	Mon 12/31/12
64	6. QA/QC Low Level Flight (Aranda)	Mon 9/3/12	Mon 12/31/12
65	7. Attend Meeting with USIBWC (1) (Combined with SH 365)	Mon 9/3/12	Mon 12/31/12
66	8. Attend Meeting with USACOE (1) (Combined with SH 365)	Mon 9/3/12	Mon 12/31/12
67	9. Attend Meeting with US Fish and Wildlife (1)(Combined with SH 365)	Mon 9/3/12	Mon 12/31/12
68	**L. Conitaue to Oversee SH 365 (Segment 1,2, & 3)(Incl. SH 365 at GSA Anzalduas Bridge)(4.0 Months)**	**Mon 9/3/12**	**Mon 12/31/12**
69	1. Continue to Oversee Environmental Clearance By Atkins (EA) Includes Negctiating Limits to FM 1016 (Assisted by Blanton & Assoc. - Lead)	Mon 9/3/12	Mon 12/31/12
70	2. Continue to Oversee Drainage Studies Produced By L & G Engineering / S & B Infrastructure Including Segment No. 3. Also, Includes Negotiating Limits to FM 1016	Mon 9/3/12	Mon 12/31/12
71	3. Ccnitnue to QA/QC Drainage Study (90%)	Mon 9/3/12	Mon 12/31/12
72	4. Attend Meeting With USIBWC (1 Mtg. - El Paso)	Mon 9/3/12	Mon 12/31/12
73	5. Attend Meeting With USACE (1 Mtg. - HST)	Mon 9/3/12	Mon 12/31/12
74	6. Attend Meeting With US Fish & Wildlife (1 Mtg. - RGV)	Mon 9/3/12	Mon 12/31/12
75	7. Attend Meeting With TxDOT Austin / FHWA (1 Mtg. - Austin)	Mon 9/3/12	Mon 12/31/12
76	8. Conitnue to Oversee / Development of 4-Lane Schematic L & G Engineering and S & B Infrastructure / Negotiate Limits to FM 1016	Mon 9/3/12	Mon 12/31/12
77	9. QA/QC Schematic (90%)	Mon 9/3/12	Mon 12/31/12
78	10. Prepare Decision Matrix for Environmental Consultant (In Work Authorization No. 4)	Mon 9/3/12	Mon 12/31/12
79	11. Continue to Oversee Surveyors Including Right of Entry Assistance for 52 Parcels (DOS Logistics / Quintanilla) (Asisted by Aranda and Associates - Lead)	Mon 9/3/12	Mon 12/31/12
80	12. Hold / Lead Public Involvement Meeting (1 Additional Mtg.) Including Prepare Exhibits	Mon 9/3/12	Mon 12/31/12
81	13. Prepare Land Plan to Assist Hunt Development / City of McAllen to Evaluate Alternative Thru Hunt Property	Mon 9/3/12	Mon 12/31/12



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

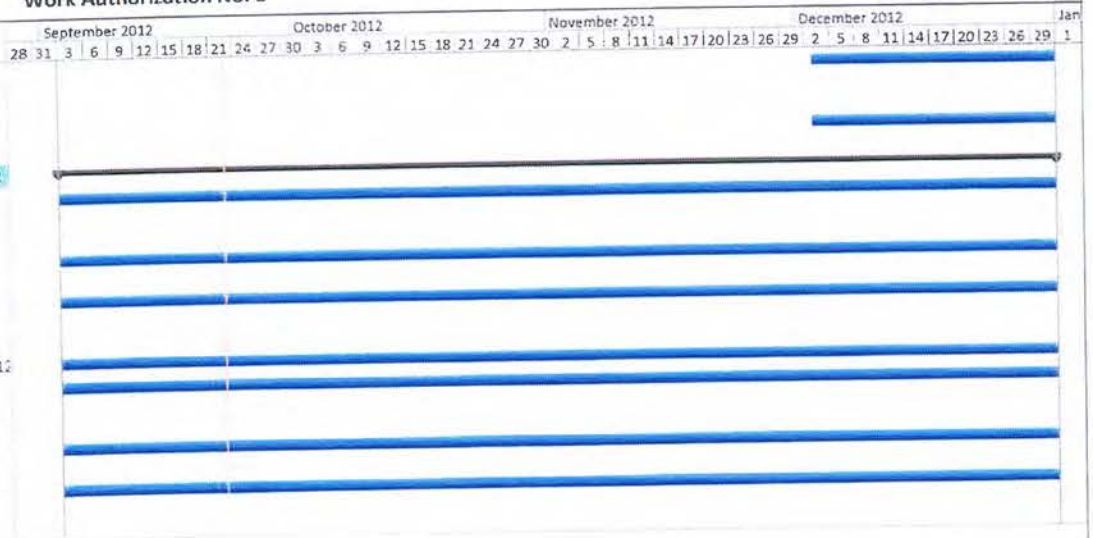
CONSULTANT EXHIBIT C
WORK SCHEDULE
Work Authorization No. 5

ID	Task Name	Start	Finish
82	14. Meet with Hunt Development (Mission - 2 Mtgs) (2 hrs / Mtg)((Inc. Prep Time)	Mon 9/3/12	Mon 12/31/12
83	15. Assst HDR in Developing TIFA Application	Mon 9/3/12	Mon 12/31/12
84	**M. SH 365 Segment No. 4 (US 281 / Military) (4.0 Months)**	**Mon 9/3/12**	**Mon 12/31/12**
85	1. Oversee Environmental Clearance by Atkins (Included in Item L)	Mon 9/3/12	Mon 12/31/12
86	2. Oversee Engineer in Development of Route Studies / Schematic / Survey / PS & E Development (4.0 Months)	Mon 9/3/12	Mon 12/31/12
87	3. Finalize QA/QC Route Study	Mon 9/3/12	Mon 12/31/12
88	4. Continue to Meet With City of Pharr Including Development of Exhibits to Analyze SH 365 (Segment No. 4) (US 281 / I Road / San Juan Area) (2 Mtgs)	Mon 9/3/12	Mon 12/31/12
89	**N. Implementation of GIS Tools - Phase I**	**Mon 12/3/12**	**Mon 12/31/12**
90	1. Conduct Stakeholder and Program Management Team GIS user requirements meeting	Mon 12/3/12	Mon 12/31/12
91	2. Develop GIS user requirements documentation and implementation plan	Mon 12/3/12	Mon 12/31/12
92	3. Present user requirements and implementation plan to Stakeholders and Program Management Team	Mon 12/3/12	Mon 12/31/12
93	4. Acquire and integrate Bing Map services	Mon 12/3/12	Mon 12/31/12
94	5. Acquire and integrate existing GIS base map data from local government sources into an ArcGIS Server / SQL Server central database hosted from Dannenbaum' s GIS hosting facility	Mon 12/3/12	Mon 12/31/12
95	6. Tile up to three large existing GIS databases acquired from local Government sources for efficient web map rendering of large datasets (Future W.A.)	Mon 12/3/12	Mon 12/31/12
96	7. Design, load and integrate HCRMA specific GIS data into an ArcGIS Server / SQL Server central database hosted from Dannenbaum' s GIS hosting facility (Future W.A.)	Mon 12/3/12	Mon 12/31/12
97	8. QAQC existing and HCRMA specific GIS database for compliance with Task 1 – Requirements (Future W.A.)	Mon 12/3/12	Mon 12/31/12
98	9. Develop login page user interface (Future W.A.)	Mon 12/3/12	Mon 12/31/12
99	10. QAQC login page user interface for compliance with Task A – Requirements (Future W.A.)	Mon 12/3/12	Mon 12/31/12
100	11. Develop ArcGIS Server, map services, Arc MAP, MXD projects files including map symbology (Future W.A.)	Mon 12/3/12	Mon 12/31/12
101	12. QAQC ArcGIS Server, map services, Arc MAP, MXD projects files checking for quality of map symbology and compliance with Task 1 - Requirements (Future W.A.)	Mon 12/3/12	Mon 12/31/12
102	13. Develop GIS website map and legend tools on Dannenbaum' s application development Server (Future W.A.)	Mon 12/3/12	Mon 12/31/12
103	14. QAQC / unit testing of the GIS website map and legend tools (Future W.A.	Mon 12/3/12	Mon 12/31/12

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

CONSULTANT EXHIBIT C
WORK SCHEDULE
Work Authorization No. 5

ID	Task Name	Start	Finish
104	15. Migrate GIS website map and legend tools from Dannenbaum' s application development server to Dannenbaum' s production ArcGIS Server hosting environment (Future W.A.)	Mon 12/3/12	Mon 12/31/12
105	16. Develop GIS website map and legend user manual documentation and conduct user training (Future W.A.)	Mon 12/3/12	Mon 12/31/12
106	**O. IMPLEMENTATION OF PROJECT WISE**	**Mon 9/3/12**	**Mon 12/31/12**
107	1. Project Wise Overview Training (x1 initial kickoff meeting to go over Project Wise functionality and general use in an engineering project office environment)	Mon 9/3/12	Mon 12/31/12
108	2. Project Wise Implementation (Install and configuration hardware and software onsite within DEC McAllen / HCRMA PMO)	Mon 9/3/12	Mon 12/31/12
109	3. Project Wise End User Training (x4 brown bag training sessions to teach PMO users how to manage documents in a Project Wise document controled environment)	Mon 9/3/12	Mon 12/31/12
110	4. Inventory HCRMA Project Data by Type, User, Organization, etc.	Mon 9/3/12	Mon 12/31/12
111	5. Conduct Project Wise / GIS Data Mainetence Business Process Workshop (x1 Day for Project Wise / x1 Day for GIS - Include time estimate for key subcontractor participation)	Mon 9/3/12	Mon 12/31/12
112	6. Develop HCRMA Project Wise and GIS data management business process documentation	Mon 9/3/12	Mon 12/31/12
113	7. Data Management End User Training (x4 brown bag training sessions to teach HCRMA PMO Project Wise and GIS data management business processes)	Mon 9/3/12	Mon 12/31/12



Task
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Manual Task
Duration-only
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Deadline
Progress

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System

WA No. 5
Schedule Duration: Extend 4.0 Months (September 1, 2012 thru December 31, 2012)

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Work Authorization No. 5
REVISED 10/10/2012

ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH FOR TASKS ASSOCIATED WITH THE SH 365 (SEGMENTS 1, 2, 3 AND 4) FROM ANZALDUAS ROAD TO SPUR 600 TXDOT INSPECTION STATION AT PHARR BRIDGE AND IBTC INCLUDING ENVIRONMENTAL TASKS ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE OF THE IBTC AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE SH 365 (SEGMENTS 1, 2, 3 AND 4) ALSO, INCLUDED IS PHASE I - IMPLEMENTATION OF GIS AND IMPLEMENTATION OF PROJECT WISE FOR DOCUMENT CONTROL

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
A. Coordinate / Update / Assist Executive Director												
1. Educate Executive Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (Including Weekly Mtgs.)	8		4			16			10	38		$ 6,123.52
Subtotal	8	0	4	0	0	16	0	0	10	38		$ 6,123.52
B. Attend / Prepare Data / Report on Various Meetings (4.0 Months)												
1. HCRMA Board Meetings Including Presentation (Monthly)(4 Mtgs) (Inc. Prep Time)	16		16			40		20	20	112		$ 16,448.84
2. HCRMA Planning Committee Meetings (4 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	10		10			16			16	52		$ 8,483.22
3. HCRMA Finance Committee Meetings (4 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	10		10			16			16	52		$ 8,483.22
4. HCRMA MPO Policy Committee Meeting (4 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	6		6			12			8	26		$ 3,509.90
5. HCRMA MPO Tech Committee Meeting (4 Mts @ 2 hrs/Mtg) (Inc. Prep Time)						12			8	26		$ 3,418.66
6. Various HCRMA Mtgs w/ Individual Board Members / Special Board Meetings (1 Mtg @ 2 hrs/Mts) (Inc. Prep Time)	3		2			4			4	12		$ 1,849.68
7. Hidalgo County Meetings w/Staff (2 Mtgs. @2 hr. / Mtg.) (inc. Prep Time)										0		$ -
8. Hidalgo County Commissioner Precinct No. 1 (2 Mtgs. @ 2 hrs. / Individual Mtg.)										0		$ -
9. Hidalgo County Commissioner Precinct No. 2 (2 Mtgs. @ 2 hrs. / Individual Mtg.)	4		4			4			2	14		$ 2,812.80
10. Hidalgo County Commissioner Precinct No. 3 (2 Mtgs. @ 2 hrs. / Individual Mtg.)	4		4			4			2	14		$ 2,812.80
11. Hidalgo County Commissioner Precinct No. 4 (2 Mtgs. @ 2 hrs. / Individual Mtg.)										0		$ -
12. Attend Meetings TxDOT-Pharr (2 Mtgs. @ 2 hrs. / Mtg.)(Inc. Prep Time)	4		4			6			2	16		$ 3,073.90
13. Attend Meetings TxDOT-Austin includes Travel (1 Mtgs. @ 12 hrs. / Mtg.)	20					2			4	24		$ 6,534.60
14. Attend Meetings With Senator Hinojosa (1 Mtgs. @ 2 hrs. / Mtg.)	2								2	6		$ 1,011.72
15. Attend Meeting-3 Days in Washington to Visit Congress/TIFA (1 Mtg.)						4				0		$ -
16. Attend Hidalgo County Commissioners' Court Meeting (2 Monthly Mtgs.) (2 Mtgs. x 2hr. / Mtg.)	4								3	11		$ 1,962.72
Subtotal	82	0	56	0	0	120	0	20	87	365	0.0	$ 60,932.02
C. Continue to Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy Including Updating Strategy (Two (2) Updates)	4		16			20			16	56		$ 8,484.08
Subtotal	4	0	16	0	0	20	0	0	16	56	0	$ 8,484.08
D. Continue to Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications or other TxDOT Funding Modification (availibility payments-CAT12) for SH 365 (Segment 1,2,3 and 4) / Segment No. 4 (US 281 / Military)						4			2	10		$ 1,728.22
1. Meet / Coordinate With TxDOT Pharr (1 Mtgs. @ 2 hrs. / Mtg.)	2		2			2			2	4		$ 382.54
2. Meet / Coordinate With TxDOT Austin (0 Mtg @ 10 hrs. / Mtg.)	0					4			2	10		$ 1,728.22
3. Finalize Pass Thru Agreements and/or availability payments	2		2									
Subtotal	4	0	4	0	0	10	0	0	6	24	0	$ 3,838.98
E. Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System												
1. Continue to Input Data for Development of Monthly Reports for HCRMA Board (September 1, 2012 thru December 31, 2012)	2		4	6		20			40	72		$ 7,636.32
2. Continue to Modify Monthly Reports for HCRMA Needs	2		4	4		10			24	44		$ 5,007.12
3. Continue to Input Monthly Data and Produce Final Reports for Sept., Oct., Nov. and Dec 2012	2		4	10		20			24	60		$ 7,368.16
Subtotal	6	0	12	20	0	50	0	0	88	176	0	$ 20,012.60
F. Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy)	2		4			30			80	116		$ 10,314.08
Subtotal	2	0	4	0	0	30	0	0	80	116	0	$ 10,314.08

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5. Continue to Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements and finalize Agreements with each entity	2		10	16		30	40	60	16	174		$ 18,505.04
Subtotal	2	0	10	16	0	30	40	60	16	174	0	$ 18,505.04
4. Continue to Finalize and Implement Public Outreach Program with Assistance from Consultant Pathfinder) and others												
1. Finalize / Implement Public Outreach	16		30			60	40		60	206		$ 27,226.84
2. Review / Update Website										0		$ -
3. Develop Monthly Newsletter (Assist Subs)										0		$ -
4. Begin Development of Branding Loop Project (Assist Subs)										0		$ -
5. Assist / Develop Support Resolution From All Cities (Total 5 Mtgs.)										0		$ -
6. Meet With Large Property Owners (SH 365) (Total 3 Mtgs. including Preparation)	4		5			15	8	8	4	44		$ 5,909.51
7. Meet With EDC for the Cities of McAllen / Mission (Total 1 Mtgs.)	2		2			8	4	8	2	26		$ 3,173.34
8. Meet With Trade Association / Civic Association (US / Mexico) (Total 1 Mtgs.)	2		2			2			2	8		$ 1,467.12
Subtotal	24	0	39	0	0	85	52	16	68	284	0.0	$ 37,776.61
1. (Cont.) Public Outreach Meetings (Formal Presentation to Council) with the following Cities (Including Travel and Preparation for Meeting) (4.0 Months):												
1. City of Pharr (2 Mtgs)	4		6			4		4	4	22		$ 3,656.60
2. City of Granjeno (1 Mtg)	2		2			4		4	4	16		$ 2,116.82
3. City of Donna (1 Mtg)										0		$ -
4. City of Weslaco (1 Mtg)										0		$ -
5. City of Mercedes (1 Mtg)										0		$ -
6. City of Edcouch (1 Mtg)										0		$ -
7. City of McAllen (2 Mtgs.)	6		6			6		4	4	26		$ 4,547.08
8. City of Mission (2 Mtgs.)	6		6			6		4	4	26		$ 4,547.08
9. City of Penitas (1 Mtg)										0		$ -
10. City of Palmview (1 Mtg)										0		$ -
11. City of La Joya (1 Mtg)										0		$ -
12. City of Edinburg (2 Mtgs.)										0		$ -
13. City of Sullivan City (1 Mtg.)										0		$ -
Subtotal	18	0	20	0	0	20	0	16	16	90	$ -	$ 14,867.78
J. Continue the Oversight of C&M Associates, Inc, in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.0 Months)												
1. SH 365 Segment 1,2,3 and 4 / IBTC / Segment D & La Joya Relief Route (Assisted by HDR)	8		20			40		8	16	92		$ 13,798.56
2. Update Strategic Plan for New Funding (Modification to Limits / Schedule / Funding Type)	8		24			60	16	16	24	148		$ 19,804.84
3. Update Strategic Plan After New T&R Numbers (Work With FSW)	8		24			60	24	24	16	156		$ 20,720.69
Subtotal	24	0	68	0	0	160	40	48	56	396	0	$ 54,414.09

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K. Continue to Oversee IBTC (4.0 Months)												
1. Modify RFP and Procure Engineering Services (Including Environmental and Low Level Flight)										0		$ -
2. Continue to Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (4.0 Months)	8		8						2	18		$ 3,830.58
3. Oversee IBTC Drainage Studies										0		$ -
4. Oversee Low Level Flight (Assisted by Aranda & Associates - Lead)										0		$ -
5. QA/QC Drainage Study (60%)										0		$ -
6. QA/QC Low Level Flight (Aranda)										0		$ -
7. Attend Meeting with US/BWC (1) (Combined with SH 365)										0		$ -
8. Attend Meeting with USACOE (1) (Combined with SH 365)										0		$ -
9. Attend Meeting with US Fish and Wildlife (1)(Combined with SH 365)										0		$ -
Subtotal	**8**	**0**	**8**	**0**	**0**	**0**	**0**	**0**	**2**	**18**	**0**	**$ 3,830.58**
L. Continue to Oversee SH 365 (Segment 1,2, & 3)(Incl. SH 365 at GSA Anzalduas Bridge)(4.0 Months)												
1. Continue to Oversee Environmental Clearance By Atkins (EA) Includes Negotiating Limits to FM 1016 (Assisted by Blanton & Assoc. - Lead)	16		24	40		80			40	200		$ 30,414.64
2. Continue to Oversee Drainage Studies Produced By L&G Engineering / S&B Infrastructure Including Segment No. 3, Also, Includes Negotiating Limits to FM 1016	8		40	60		80		40	24	252		$ 36,763.00
3. Continue to QA/QC Drainage Study (60%)	2	16	10				4	6	4	42		$ 6,618.24
4. Attend Meeting With US/BWC (1 Mtg. - El Paso)	8		8						2	18		$ 4,469.76
5. Attend Meeting With USACE (1 Mtg. - HQ)										0		$ -
6. Attend Meeting With US Fish & Wildlife (1 Mtg. - RGV)										0		$ -
7. Attend Meeting With TxDOT Austin / FHWA (1 Mtg. - Austin)	10					10			4	24		$ 4,694.28
8. Continue to Oversee / Development of 4-Lane Schematic L&G Engineering and S&B Infrastructure / Negotiate Limits to FM 1016	10		40	60		80	72	24	40	326		$ 44,289.86
9. QA/QC Schematic (60%)	8	60	16	60		24	56	24	40	288		$ 46,880.08
10. Prepare Decision Matrix for Environmental Consultant (In Work Authorization No. 4)									0	0		$ -
11. Continue to Oversee Surveyors Including Right of Entry Assistance for 52 Parcels (DOS Logistics / Quintanilla) (Assisted by Aranda and Associates - Lead)	2		16	8		32	24		18	98		$ 13,161.82
12. Hold / Lead Public Involvement Meeting (1 Additional Mtg.) Including Prepare Exhibits	10		16	16		24	24	16	16	122		$ 17,111.50
13. Prepare Land Plan to Assist Hunt Development / City of McAllen to Evaluate Alternative Thru Hunt Property										0		$ -
14. Meet with Hunt Development (Mission - 2 Mtgs) (2 hrs. / Mtg)(Incl. Prep Time)	6		8			16	16		4	48		$ 7,139.82
15. Assist HDR in Developing TIFIA Application										0		$ -
Subtotal	**80**	**76**	**170**	**244**	**0**	**346**	**196**	**110**	**192**	**1418**	**0**	**$ 213,533.00**
M. SH 365 Segment No. 4 (US 281 / Military) (4.0 Months)										0		$ -
1. Oversee Environmental Clearance by Atkins (included in Item L)												
2. Oversee Engineer in Development of Route Studies / Schematic / Survey / FS&E Development (4.0 Months)	8		16	40		40		22	12	138		$ 20,623.64
3. Finalize QA/QC Route Study	2	10	8	8		10			2	40		$ 6,211.34
4. Continue to Meet With City of Pharr including Development of Exhibits to Analyze SH 365 (Segment No. 4) (US 281 / I Road / San Juan Area) (2 Mtgs)	4		8			16		16	4	48		$ 6,480.26
Subtotal	**14**	**10**	**32**	**48**	**0**	**66**	**0**	**38**	**18**	**226**	**0**	**$ 33,315.15**

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8. Implementation of GIS Tools - Phase IA												
1. Conduct Stakeholder and Program Management Team GIS user requirements meeting	2		4	8	6	8				30		$ 5,256.06
2. Develop GIS user requirements documentation and implementation plan				16	8				4	28		$ 4,323.28
3. Present user requirements and implementation plan to Stakeholders and Program Management Team	2		4	4		4				14		$ 2,766.54
4. Acquire and integrate Bing Map services					24					24		$ 3,788.88
5. Acquire and integrate existing GIS base map data from local government sources into an ArcGIS Server / SQL Server central database hosted from Dannenbaum's GIS hosting facility			2	4	8	16				30		$ 4,511.52
6. Tie up to these large existing GIS databases acquired from local Government sources for efficient web map rendering of large datasets (Future W.A.)												$ -
7. Design, load and integrate HCRMA specific GIS data into an ArcGIS Server / SQL Server central database hosted from Dannenbaum's GIS hosting facility (Future W.A.)												$ -
8. QA/QC existing and HCRMA specific GIS database for compliance with Task 1 – Requirements (Future W.A.)												$ -
9. Develop login page user interface (Future W.A.)												$ -
10. QA/QC login page user interface for compliance with Task A – Requirements (Future W.A.)												$ -
11. Develop ArcGIS Server, map services, Arc MAP, MXD projects files including map symbology (Future W.A.)												$ -
12. QA/QC ArcGIS Server, map services, Arc MAP, MXD projects files checking for quality of map symbology and compliance with Task 1 Requirements (Future W.A.)												$ -
13. Develop GIS website map and legend tools on Dannenbaum's application development Server (Future W.A.)												$ -
14. QA/QC / non testing of the GIS website map and legend tools (Future W.A.)												$ -
15. Migrate GIS website map and legend tools from Dannenbaum's application development server to Dannenbaum's production ArcGIS Server hosting environment (Future W.A.)												$ -
16. Develop GIS website map and legend user manual documentation and conduct user training (Future W.A.)												$ -
Subtotal	4	0	10	32	46	28	0	0	4	126	0	$ 20,646.28
9. IMPLEMENTATION OF PROJECT WISE												
1. Project Wise Overview Training (x1 initial kickoff meeting to go over Project Wise functionality and general users an engineering project office environment)	3		3	3		3			2	14		$ 2,668.23
2. Project Wise Implementation (Install and configuration hardware and software onsite within DEC McAllen HCRMA PMO)			2	4		4			2	12		$ 1,803.40
3. Project Wise End User Training (x4 brown bag training sessions to teach PMO users how to manage documents in a Project Wise document controlled environment)	4		4	4		4			4	20		$ 3,630.60
4. Inventory HCRMA Project Data by Type, User, Organization, etc.	1		4	24		56			4	89		$ 13,995.23
5. Conduct Project Wise / GIS Data Maintenance Business Process Workshop (x1 Day for Project Wise / x1 Day for GIS - Include time estimate for key outside sector participation)	4		8	24		24			0	86		$ 10,803.64
6. Develop HCRMA Project Wise and GIS data management business process documentation	1		4	24		40			4	73		$ 10,916.43
7. Data Management End User Training (x4 brown bag training sessions to teach HCRMA PMO Project Wise and GIS data management business processes)	4		4	4		3			4	19		$ 3,586.05
Subtotal	17	0	29	87	0	134	0	0	26	293	0.00	$ 46,343.58

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LABOR MANHOURS TOTAL	295	80	488	447	48	1,115	328	308	683	3,798	CHECK (MHRs): 3,798	
LABOR RATE PER HOUR	$ 314.59	$ 292.49	$ 227.70	$ 176.09	$ 157.97	$ 130.55	$ 97.15	$ 66.79	$ 60.72			
TOTAL DIRECT LABOR COSTS	$ 92,804.05	$ 25,154.14	$ 111,117.60	$ 78,712.23	$ 7,577.76	$ 145,563.25	$ 31,865.20	$ 20,571.32	$ 41,471.76	$ 554,837.31	CHECK (LABOR): $ 554,837.31	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	16.73%	4.53%	20.03%	14.19%	1.37%	26.24%	5.74%	3.71%	7.47%	100.00%		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	7.77%	2.26%	12.85%	11.77%	1.26%	29.36%	8.64%	8.11%	17.98%	100.00%		$ 554,837.31
TOTAL DIRECT LABOR COST												
DIRECT EXPENSES	Rate	Unit	Amount	Total								
Lodging / Hotel ($100.00 / DAY)	$ 100.00	Each	2	$ 200.00							$ 200.00	
Meals ($30.00 / DAY)	$ 30.00	Each	2	$ 60.00							$ 60.00	
Rental Car	$ 90.00	Each	2	$ 180.00							$ 180.00	
Air Travel	$ 500.00	Each	2	$ 1,000.00							$ 1,000.00	
Parking	$ 14.00	Each	2	$ 28.00							$ 28.00	
Overnight Mail - letter size	$ 50.00	Each	23	$ 1,150.00							$ 1,150.00	
Courier Services	$ 50.00	Each	10	$ 500.00							$ 500.00	
Photocopies B/W (8.5 X 11)	$ 0.10	Each	19,499	$ 1,949.79							$ 1,949.79	
Photocopies B/W (11 X 17)	$ 0.20	Each	3,750	$ 750.00							$ 750.00	
Photocopies Color (8.5 X 11)	$ 0.70	Each	1,000	$ 700.00							$ 700.00	
Photocopies Color (11 X 17)	$ 1.25	Each	500	$ 625.00							$ 625.00	
Color Graphics on Foam Board	$ 5.00	Each	40	$ 200.00							$ 200.00	
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 Facity Rental	$ 500.00	Each		$ -							$ -	
Public Outreach Laison - (3 Months - September, October, November 2012)	$ 60,000.00	Each	1	$ 60,000.00							$ 60,000.00	
Accounting Support Services	$ 100.00	Each	200	$ 20,000.00							$ 20,000.00	
IT / Support Services (includes time on ProjectWise Implementation/Data Organization @ 55 hrs)	$ 80.00	Each	100	$ 8,000.00							$ 8,000.00	
Bing Maps Annual Subscription Fee	$ 7,000.00	Each	1	$ 7,000.00							$ 7,000.00	
Management Support Services	$ 80.00	Each	400	$ 32,000.00							$ 32,000.00	
Community Action Support	$ 90.00	Each	350	$ 31,500.00							$ 31,500.00	
TOTAL DIRECT EXPENSES				$ 165,842.79							$ 165,842.79	$ 165,842.79
												DBE Participation
PROJECT MANAGEMENT SERVICES (SUBCONSULTANTS) (4.5 Months)												12.26%
BLANTON & ASSOCIATES, INC. - FC 120 (DBE)	ENVIRONMENTAL SERVICES OVERSIGHT										$ 38,219.47	4.51%
ARANDA & ASSOCIATES, INC. - FC 130 (DBE)	SURVEY OVERSIGHT										$ 35,184.62	4.15%
GUZMAN & MUNOZ ENGINEERING AND SURVEYING, INC. - FC 102, 120, 160, 145 (DBE)	ADMINISTRATIVE SUPPORT										$ -	0.00%
BARRERA-TORRES INFRASTRUCTURE, PLCC - FC 102, 130, 160 (DBE)	UTILITY OVERSIGHT										$ 30,447.46	3.59%
HDR ENGINEERING, INC.	T&R STUDIES / FINANCING PLAN REVIEW OVERSIGHT										$ 22,838.28	N/A
UNINTECH CONSULTING ENGINEERS	PROJECT REVIEW										$ -	0.00%
										TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS)	$ 126,689.83	$ 126,689.83
GRAND TOTAL												$ 847,369.93

ASSUMPTIONS
NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
WA No. 5
Subconsultant: Blanton and Associates, Inc.
Schedule Duration: Extend 4.0 Months (September 1, 2012 thru December 31, 2012)

EXHIBIT "D"
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Work Authorization No. 5
REVISED 10/10/2012

ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH FOR TASKS ASSOCIATED WITH THE SH 365 (SEGMENTS 1, 2, 3 AND 4) FROM ANZALDUAS ROAD TO SPUR 600 TXDOT INSPECTION STATION AT PHARR BRIDGE AND IBTC INCLUDING ENVIRONMENTAL TASKS ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE OF THE IBTC AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE SH 365 (SEGMENTS 1, 2, 3 AND 4) ALSO, INCLUDED IS PHASE I - IMPLEMENTATION OF GIS AND IMPLEMENTATION OF PROJECT WISE FOR DOCUMENT CONTROL

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Project Principal	Sr. Project Manager	Project Manager	Sr. Env. Specialist	Env. Specialist II	Env. Planner II	Env. Specialist II	Env. Specialist I	Env. Tech II	Env. Tech I	GIS	GIS Tech	Clerical	Total Labor Hrs	Remarks	Task Cost
K. IBTC (4.0 Months)																
1 Continue to Assist in Overseeing Local Environmental Clearance(5 Months)		6			0									6		$ 1,052.94
2 Continue to Attend / Report at HCRMA Monthly Board Meetings re Environmental (Included with SH 365 Board Meetings) (2 Mtgs) (4 hrs / Mtg with Travel)														0		$ -
3 Continue to Coordinate / Attend Agency Meetings / Obtain Approval of Following Resource Agencies														0		$ -
* USIBWC														0		$ -
* USACOE														0		$ -
* US Fish and Wildlife														0		$ -
4 Continue to QA/QC of Final Local Environmental Clearance Document and Assist in Recommending Local Clearance to HCRMA Board	0	6	0	0	0	0	0	0	0	0	0	0	0	6	0	$ 1,052.94
L. SH 365 (Segment No. 1,2,3 and 4) (Incl. TCC at GSA Anzalduas Bridge) Include Negotiations of Limit Change to FM 1016 (4.0 Months)																
1 Continue to Oversee Development by Atkins of Environmental Assessment (EA) (4.0 Months) (In WA No. 4)	20	60			0	0							5	85		$ 14,539.20
2 Continue to Attend Monthly Meetings and Report to HCRMA Board on Environmental:	10	10											2	22		$ 3,762.80
With Atkins Assisting (2 Months @ 10 Hrs /Mtg. with Travel)													4	24		$ 3,779.80
3 Continue to Revise Develop Classification Letter to TxDOT if Req With Atkins Assistance (4.0 Months) (In WA No. 4)	4	16											4	19		$ 2,915.85
4 Continue to Attend Meetings With TxDOT (Pharr District) (2 Mtgs - 5 hrs/ Mtg) (4.0 Months) (In WA No. 4)	5	10											4	14		$ 2,038.40
5 Continue to Attend Meetings With TxDOT (Austin) (1 Mtgs - 5 hrs/ Mtg) (4.0 Months) (In WA No. 4)	5	5											4	32		$ 4,805.72
6 QA/QC 60% Submittal of EA (In WA No. 4)	8	12	0	0	8	0	0	0	0	0	0	0	23	196	0	$ 31,871.77
	52	113	0	0	8	0	0	0	0	0	0	0	23	196	0	$ 31,871.77
M. SH 365 (Segment 4) at (US 281 / Military) (4.0 Months) Included in Segment 1 and 2																
1 QA/QC of SH 365 EA (Included in Segments 1 and 2)	2	12			10								4	28		$ 3,914.76
	2	12	0	0	10	0	0	0	0	0	0	0	4	28	0	$ 3,914.76
														0		$ -
HOURS TOTAL	54	131	0	0	18	0	0	0	0	0	0	0	27	230		$ 35,839.47
LABOR RATE PER HOUR	$188.99	$175.49	$148.49	$134.99	$121.49	$107.99	$94.49	$81.00	$67.50	$62.10	$94.49	$62.10	$54.00			
TOTAL DIRECT LABOR COSTS	$ 10,205.46	$ 22,949.19	$ -	$ -	$ 2,186.82	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,458.00	$ 36,839.47		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FFE)	27.70%	62.40%	0.00%	0.00%	5.94%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	3.96%	100.00%	CHECK	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	23.48%	56.96%	0.00%	0.00%	7.83%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	11.74%	100.00%	$ 36,839.47	
																$ 36,839.47

TOTAL DIRECT LABOR COST	Rate	Unit	Amount	Total		
DIRECT EXPENSES						
Lodging / Hotel ($80 / DAY)	$ 85.00	Each	2	$ 170.00	$ 170.00	
Meals ($30.00 / DAY)	$ 30.00	Each	2	$ 60.00	$ 60.00	
Mileage	$ 0.510	Each	0	$ -	$ -	
Air Travel	$ 500.00	Each	2	$ 1,000.00	$ 1,000.00	
Parking	$ 14.00	Each	0	$ -	$ -	
Express Mail (Fed Ex)	$ 25.00	Each	0	$ -	$ -	
Courier Services	$ 50.00	Each	3	$ 150.00	$ 150.00	
Photocopies B/W (8.5 X 11)	$ 0.10	Each	0	$ -	$ -	
Photocopies B/W (11 X 17)	$ 0.20	Each	0	$ -	$ -	
Photocopies Color (11 X 17)	$ 1.25	Each	0	$ -	$ -	
Plots (B/W on Bond)	$ 1.00	Each	0	$ -	$ -	
Plots (Color on Bond)	$ 2.00	Each		$ -	$ -	
Plots (Color on Photographic Paper)	$ 2.00	Each	0	$ -	$ -	
Color Graphics on Foam Board	$ 5.00	Each	0	$ -	$ -	
Newspaper Advertisement	$ 3,000.00	Each	0	$ -	$ 1,380.00	$ 1,380.00
TOTAL DIRECT EXPENSES				$ 1,380.00		
						$ 38,219.47
GRAND TOTAL						

ASSUMPTIONS
NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
WA No. 5
Subconsultant: Aranda and Associates
Schedule Duration: Extend 4.0 Months (September 1, 2012 thru December 31, 2012)

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Work Authorization No. 5
REVISED 10/10/2012

ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH FOR TASKS ASSOCIATED WITH THE SH 365 (SEGMENTS 1, 2, 3 AND 4) FROM ANZALDUAS ROAD TO SPUR 600 TXDOT INSPECTION STATION AT PHARR BRIDGE AND IBTC INCLUDING ENVIRONMENTAL TASKS ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE OF THE IBTC AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE SH 365 (SEGMENTS 1, 2, 3 AND 4) ALSO, INCLUDED IS PHASE I - IMPLEMENTATION OF GIS AND IMPLEMENTATION OF PROJECT WISE FOR DOCUMENT CONTROL

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Sr. Manager	Surveyor (RPLS)	Abstractor/ Researcher	Survey / CADD Tech	GIS Tech	CAD Operator	Microstation CAD Station	ESRI ArcInfo / Arcview Station	Clerical / Admin	Sr. Field Survey Tech (Party Chief)	2-person Field Crew	3-Person Field Crew	Total Labor Hrs.	Remarks	Task Cost
I. Oversight / Engineering Management															
K. IBTC (4.0 Months)													0		$ -
1.) Continue to Coordinate / Manage Low Level Flight (From W.A. No. 4)													0		$ -
2.) QA/QC Low Level Flight (Next Work Authorization)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
L. SH 365 (Segment 1,2,3 and 4)-(DLS, QHA, TEDSI)(Incl. TCC at GSA Anzalduas Bridge)(4.0 Months)															
1.) Coordinate / Manage Surveyors (Topo)	56	8		8					16				88		$ 13,695.12
2.) Coordinate Manage Surveyors (R.O.W)	56	8		8					16				88		$ 13,695.12
3.) Obtain Right of Entry from Old TCC Connection with IBTC to US 281 (Approx. 52 Parcels)	8	10	30	40					16				104		$ 7,794.38
	120	26	30	56	0	0	0	0	48	0	0	0	280	0	$ 35,184.62
	120	26	30	56	0	0	0	0	48	0	0	0	280	0	$ 35,184.62
	120	26	30	56	0	0	0	0	48	0	0	0	280		
HOURS TOTAL	$ 210.20	$ 112.23	$ 69.96	$ 58.30	$ 58.30	$ 52.47	$ 10.20	$ 10.20	$ 34.98	$ 69.96	$ 129.72	$ 161.78			
LABOR RATE PER HOUR	$ 25,224.00	$ 2,917.98	$ 2,098.80	$ 3,264.80	$ -	$ -	$ -	$ -	$ 1,679.04	$ -	$ -	$ -	$ 35,184.62		
TOTAL DIRECT LABOR COSTS															
	71.69%	8.29%	5.97%	9.28%	0.00%	0.00%	0.00%	0.00%	4.77%	0.00%	0.00%	0.00%	100.00%	CHECK	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	42.86%	9.29%	10.71%	20.00%	0.00%	0.00%	0.00%	0.00%	17.14%	0.00%	0.00%	0.00%	100.00%	$ 35,184.62	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)															$ 35,184.62

TOTAL DIRECT LABOR COST	Rate	Unit	Amount	Total		
					$ -	
DIRECT EXPENSES					$ -	
NONE					$ -	$ -
TOTAL DIRECT EXPENSES				$ -		$ 35,184.62

GRAND TOTAL
ASSUMPTIONS
NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
WA No. 5
Subconsultant: Guzman & Munoz Engineering and Surveying, Inc.
Schedule Duration: Extend 4.0 Months (September 1, 2012 thru December 31, 2012)

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Work Authorization No. 5
REVISED 10/10/2012

ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH FOR TASKS ASSOCIATED WITH THE SH 365 (SEGMENTS 1, 2, 3 AND 4) FROM ANZALDUAS ROAD TO SPUR 600 TXDOT INSPECTION STATION AT PHARR BRIDGE AND IBTC INCLUDING ENVIRONMENTAL TASKS ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE OF THE IBTC AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE SH 365 (SEGMENTS 1, 2, 3 AND 4) ALSO, INCLUDED IS PHASE I - IMPLEMENTATION OF GIS AND IMPLEMENTATION OF PROJECT WISE FOR DOCUMENT CONTROL

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal Engineer	QA/QC Manager	Project Manager	Senior Engineer	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
Continue Oversight / Engineering Management (4.0 Months)										
K. Continue IBTC (4.0 Months)								0		$ -
Assist in Negotiating Engineering Contracts (Utilities)								0	0	$ -
Subtotal	0	0	0	0	0	0	0	0		
								0		
General Adminstration								0		$ -
F. Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy)								0	0	$ -
Subtotal	0	0	0	0	0	0	0			
								0	0	$ -
Subtotal	0	0	0	0	0	0	0			
								0		
HOURS TOTAL	0	0	0	0	0	0	0			
LABOR RATE PER HOUR	$ 188.65	$ 134.75	$ 134.75	$ 156.31	$ 88.24	$59.29	$ 40.43			
TOTAL DIRECT LABOR COSTS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	CHECK	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	$ -	
										$ -

TOTAL DIRECT LABOR COST					
DIRECT EXPENSES	Rate	Unit	Amount	Total	
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		$ -	$ -
Plots (Color on Bond)	$ 2.00	Linear Foot		$ -	$ -
TOTAL DIRECT EXPENSES				$ -	
					$ -
GRAND TOTAL					

ASSUMPTIONS
NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
WA No. 5
Subconsultant: Barrera Infrastructure Group (Formerly Managing Partner of Barrera - Torres Infrastructure, PLCC)
Schedule Duration: Extend 4.0 Months (September 1, 2012 thru December 31, 2012)

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Work Authorization No. 5
REVISED 10/10/2012

ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH FOR TASKS ASSOCIATED WITH THE SH 365 (SEGMENTS 1, 2, 3 AND 4) FROM ANZALDUAS ROAD TO SPUR 600 TXDOT INSPECTION STATION AT PHARR BRIDGE AND IBTC INCLUDING ENVIRONMENTAL TASKS ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE OF THE IBTC AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE SH 365 (SEGMENTS 1, 2, 3 AND 4) ALSO, INCLUDED IS PHASE I - IMPLEMENTATION OF GIS AND IMPLEMENTATION OF PROJECT WISE FOR DOCUMENT CONTROL

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal Engineer	QA/QC Manager	Project Manager	Senior Engineer	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
K. IBTC (4.0 Months)								0		$ -
1.) Assist in Negotiating Engineering Contracts (Utilities)										
Subtotal	0	0	0	0	0	0	0	0	0	$ -
L. SH 365 (Segment 1,2,3 and 4)(L&G/S&B/TEDSI) (Incl. TCC at GSA Anzalduas Bridge)(4.0Months)										
1.) Prepare Information / Hold Monthly Utility Meetings (2 hrs / Mtg x 12 Mtgs)	16		40	10	16	16	16	114		$ 13,270.46
2.) Review Utility Maps (90%)	24		80		4	8		116		$ 16,882.00
Subtotal	40	0	120	10	20	24	16	230	0	$ 30,152.46
Subtotal	40	0	120	10	20	24	16	230	0	$ 30,152.46
	40	0	120	10	20	24	16	230		
HOURS TOTAL	$ 175.18	$ 161.70	$ 148.23	$ 134.75	$ 86.24	$59.29	$ 53.90			
LABOR RATE PER HOUR	$ 7,007.20	$ -	$ 17,787.60	$ 1,347.50	$ 1,724.80	$ 1,422.96	$ 862.40	$ 30,152.46		
TOTAL DIRECT LABOR COSTS										
PERCENT LABOR UTILIZATON FOR TOTAL PROJECT (BASED ON FEE)	23.24%	0.00%	58.99%	4.47%	5.72%	4.72%	2.86%	100.00%	CHECK	
PERCENT LABOR UTILIZATON FOR TOTAL PROJECT (BASED ON MANHOURS)	17.39%	0.00%	52.17%	4.35%	8.70%	10.43%	6.96%	100.00%	$ 30,152.46	
TOTAL DIRECT LABOR COST										

DIRECT EXPENSES	Rate	Unit	Amount	Total					
Overnight Mail - letter size	$ 50.00	Each		$ -				$ -	
Courier Services	$ 50.00	Each	5	$ 250.00				$ 250.00	
Photocopies B/W (8.5 X 11)	$ 0.10	Each	200	$ 20.00				$ 20.00	
Photocopies B/W (11 X 17)	$ 0.20	Each	125	$ 25.00				$ 25.00	
Photocopies Color (8.5 X 11)	$ 0.70	Each		$ -				$ -	
Photocopies Color (11 X 17)	$ 1.25	Each		$ -				$ -	
Plots (Color on Bond)	$ 2.00	Linear Foot		$ -				$ -	
TOTAL DIRECT EXPENSES				$ 295.00					$ 295.00
GRAND TOTAL									$ 30,447.46

ASSUMPTIONS
NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
WA No. 5
Subconsultant: HDR Engineering
Schedule Duration: Extend 4.0 Months (September 1, 2012 thru December 31, 2012)

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Work Authorization No. 5
REVISED 10/10/2012

ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH FOR TASKS ASSOCIATED WITH THE SH 365 (SEGMENTS 1, 2, 3 AND 4) FROM ANZALDUAS ROAD TO SPUR 600 TXDOT INSPECTION STATION AT PHARR BRIDGE AND IBTC INCLUDING ENVIRONMENTAL TASKS ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE OF THE IBTC AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE SH 365 (SEGMENTS 1, 2, 3 AND 4) ALSO, INCLUDED IS PHASE I - IMPLEMENTATION OF GIS AND IMPLEMENTATION OF PROJECT WISE FOR DOCUMENT CONTROL

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Funding Revenue Specialist	Procurement Specialist	Budgets / Contracts / Controls	Senior Engineer (V)	Project Engineer (IV)	Senior Designer	Document Control Specialist	Admin Assistant	Total Labor Hrs.	Remarks	Task Cost
Continue Oversight / Engineering Management											
A. IBTC / SH 365 (Segment 1,2,3 and 4) Segment D and La Joya Relief Route T&R Studies								4	16		$ 3,286.92
1.) Attend Update Meetings (1 Mtg @ 12 hrs / Mtg.)	12			24				10	58		$ 10,717.26
2.) QA/QC Final T&R Studies	24							10	20		$ 3,124.90
3) Continue Management Assistance with Financial Plan Analysis after New T&R No from C&M	10								0		$ -
4.) Assist with Public Outreach			12				8		20		$ 3,009.20
5.) Assist with Project Wise Implementation									0		$ -
6.) Meet in Washington D.C. Regarding TIFA				0		0		0	0		$ -
7.) Research / Develop TIFA Application	0										
	46	**0**	**12**	**24**	**0**	**0**	**8**	**24**	**114**	**0**	**$ 20,138.28**
HOURS TOTAL	46	0	12	24	0	0	8	24	114		
LABOR RATE PER HOUR	$ 254.62	$ 266.20	$ 202.54	$ 167.82	$ 150.46	$92.59	$ 72.34	$ 57.87			
TOTAL DIRECT LABOR COSTS	$ 11,712.52	$ -	$ 2,430.48	$ 4,027.68	$ -	$ -	$ 578.72	$ 1,388.88	$ 20,138.28		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	58.16%	0.00%	12.07%	20.00%	0.00%	0.00%	2.87%	6.90%	100.00%	CHECK	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	40.35%	0.00%	10.53%	21.05%	0.00%	0.00%	7.02%	21.05%	100.00%	$ 20,138.28	

TOTAL DIRECT LABOR COST	Rate	Unit	Amount	Total			
DIRECT EXPENSES							
Lodging / Hotel ($100.00 / DAY)	$ 100.00	Each	4	$ 400.00			$ 400.00
Meals ($30.00 / DAY)	$ 30.00	Each	4	$ 120.00			$ 120.00
Rental Car	$ 90.00	Each	2	$ 180.00			$ 180.00
Air Travel	$ 500.00	Each	4	$ 2,000.00			$ 2,000.00
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		$ -			$ -
Plots (Color on Bond)	$ 2.00	Linear Foot		$ -			$ -
TOTAL DIRECT EXPENSES							$ 2,700.00
GRAND TOTAL							$ 22,838.28

ASSUMPTIONS
NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
WA No. 5
Subconsultant: Unintech Consulting Engineers
Schedule Duration: Extend 4.0 Months (September 1, 2012 thru December 31, 2012)

EXHIBIT 'D'
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Work Authorization No. 5
REVISED 10/10/2012

ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH FOR TASKS ASSOCIATED WITH THE SH 365 (SEGMENTS 1, 2, 3 AND 4) FROM ANZALDUAS ROAD TO SPUR 600 TXDOT INSPECTION STATION AT PHARR BRIDGE AND IBTC INCLUDING ENVIRONMENTAL TASKS ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE OF THE IBTC AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE SH 365 (SEGMENTS 1, 2, 3 AND 4) ALSO, INCLUDED IS PHASE I - IMPLEMENTATION OF GIS AND IMPLEMENTATION OF PROJECT WISE FOR DOCUMENT CONTROL

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Senior Project Manager	QA/QC Officer	Project Manager	Senior Engineer	Project Engineer	Engineering Intern (EIT)	Senior Designer	Engineering Tech/CADD	Total Labor Hrs.	Remarks	Task Cost
Oversight / Engineering Management											
L. SH 365/Segment 1,2,3 and 4)(Inc. TCC at GSA Anzalduas Bridge)(4.0 Months) (In WA No. 4)									0		$ -
Review Comments on Final Submittal of TCC at GSA / Anzalduas Bridge (unused in WA No. 4)											
	0	0	0	0	0	0	0	0	0	0	$ -
HOURS TOTAL	0	0	0	0	0	0	0	0	0		
LABOR RATE PER HOUR	$ 188.99	$ 175.49	$ 148.49	$ 134.99	$ 121.49	$107.99	$ 94.49	$ 81.00			
TOTAL DIRECT LABOR COSTS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	CHECK	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	$ -	

TOTAL DIRECT LABOR COST							
DIRECT EXPENSES	Rate	Unit	Amount	Total			
Lodging / Hotel ($100.00 / DAY)	$ 100.00	Each	0	$ -			$ -
Meals ($30.00 / DAY)	$ 30.00	Each	0	$ -			$ -
Rental Car	$ 90.00	Each	0	$ -			$ -
Air Travel	$ 500.00	Each	0	$ -			$ -
Overnight Mail - letter size	$ 50.00	Each	0	$ -			$ -
Courier Services	$ 50.00	Each		$ -			$ -
Photocopies B/W (8.5 X 11)	$ 0.10	Each		$ -			$ -
Photocopies B/W (11 X 17)	$ 0.20	Each	0	$ -			$ -
Photocopies Color (8.5 X 11)	$ 0.70	Each		$ -			$ -
Photocopies Color (11 X 17)	$ 1.25	Each		$ -			$ -
Plots (Color on Bond)	$ 2.00	Linear Foot		$ -			$ -
TOTAL DIRECT EXPENSES				$ -			$ -

GRAND TOTAL
ASSUMPTIONS
NONE

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: 12% Prime Provider Dannenbaum Engineering Corporation

Work Authorization (WA)#: 5 WA Amount: $847,369.93 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.)*
T&R Studies / Financing Plan Review Oversight	$22,838.28
Total Commitment Amount *(Including all additional pages.)*	$22,838.28

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 N/A **Subprovider Name: HDR Engineering, Inc.** **VID Number: 47-068-0568** **Address: 1020 NE Loop 410, Suite 400, San Antonio, Texas 78209** **PH: (210)841-2800; FX: (210)841-2828** **Email: carmen.fitts@hdrinc.com**	**Name:** Carmen Abad-Fitts, P.E. ***(Please Print)*** **Title:** Vice 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**

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Contract #: _____ Assigned Goal: **12%** Prime Provider Dannenbaum Engineering Corporation

Work Authorization (WA)#: 5 WA Amount: **$847,369.93** 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.)*
Environmental Services Oversight (FC 120)	**$38,219.47**
Total Commitment Amount *(Including all additional pages.)*	**$38,219.47**

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: Blanton & Associates, Inc.** **VID Number: 17428458388** **Address: 5 Lakeway Centre Court, Suite 200 Austin, Texas 45734** **PH: (512)264-1095; FX: (512)284-1531** **Email: admin@blantonassociates.com**	**Name:** Don Blanton ***(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**

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Contract #: _____ Assigned Goal: **12%** Prime Provider Dannenbaum Engineering Corporation

Work Authorization (WA)#: 5 WA Amount: **$847,369.93** 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.)*
Administrative Support (FC 102,120,160,145)	**$0.00**
Total Commitment Amount *(Including all additional pages.)*	**$0.00**

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 (N/A) **Subprovider Name: Guzman Munoz Engineering and Surveying, Inc.** **VID Number:** **Address: 913 East Harrison, Suite 14** **Harlingen, Texas 78550** **PH: (956)425-1330; FX: (956)425-1685** **Email: jmunoz@gmes.com**	**Name:** Jose Muñoz, 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**

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Contract #: _____ Assigned Goal: **12%** Prime Provider Dannenbaum Engineering Corporation

Work Authorization (WA)#: 5 WA Amount: **$847,369.93** 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.)*
Utility Oversight (FC 102, 130, 160)	**$30,447.46**
Total Commitment Amount *(Including all additional pages.)*	**$30,447.46**

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: Barrera Infrastructure Group, Inc. (Formerly Managing Partner of Barrera-Torres Infrastructure, PLCC)** **VID Number: 27-1647602** **Address: 6313 North 10th Street, Bldg. A, Ste 102 McAllen, 78504** **PH: (956)687-3355; FX: (956)687-3356** **Email: rene@big-engineering.com**	**Name:** Rene Barrera, 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**

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EXHIBIT H-2

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Contract #: _____ Assigned Goal: **12%** Prime Provider Dannenbaum Engineering Corporation

Work Authorization (WA)#: 5 WA Amount: **$847,369.93** 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 Oversight (FC 130)	**$35,184.62**
Total Commitment Amount *(Including all additional pages.)*	**$35,184.62**

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: Aranda & Associates, Inc.** **VID Number: 04-3746373** **Address: 1552 West Dove Avenue** **McAllen, Texas 78504** **PH: (956)631-0944; FX: (956)631-0945** **Email: arandaj@arandaworld.com**	**Name:** James Aranda, RPLS ***(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**

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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012 – 36

APPROVAL OF AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT WITH L&G ENGINEERING FOR PLANS, SPECIFICATIONS AND ESTIMATES FOR SH 365 FROM FM 1016 TO EAST OF McCOLL ROAD

THIS RESOLUTION is adopted this 21ST day of November, 2012 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 April 13, 2011, the Authority awarded a professional service agreement for engineering services to L&G Engineering (the "Consultant") for design work, including plans, specifications, and estimates, for the Trade Corridor Connector ("SH 365 TCC") and on May 2, 2012, by Resolution 2012-10, the Authority amended and restated that agreement (the "Amended and Restated Agreement") in the maximum payable amount of $5,887,542.43;

WHEREAS, pursuant to Resolution 2012-10, the Authority approved Work Authorization Number 1 under the Amended and Restated Agreement in the amount of $998,837.67;

WHEREAS, on October 18, 2012, the Authority 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;

WHEREAS, the Authority has determined it is necessary to Amend and Restate the professional service agreement with the Consultant to perform plans, specifications and estimates for the revised SH 365 project limits from FM 1016 to East of McColl Road (Project Station 986+00) and to revise the DBE/HUB reporting requirements in the amount of $27,558.89;

WHEREAS, the Consultants maximum payable amount is revised from $5,887,542.43 to $5,915,101.32;

WHEREAS, Work Authorization Number 1 and Supplemental Number 1 to Work Authorization Number 1 remain unchanged in the amounts of $998,837.67 and $310,893.87 respectively;

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.

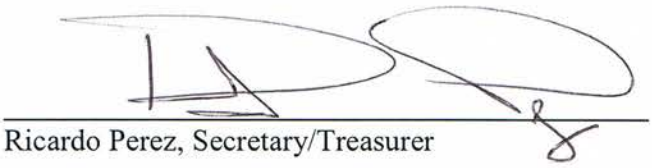
Section 2. The Board hereby approves the Amended and Restated Agreement attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Amended and Restated 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 21st day of November, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman



Ricardo Perez, Secretary/Treasurer

EXHIBIT A

AMENDED AND RESTATED PROFESSIONAL SERVICE AGREEMENT WITH L&G ENGINEERING DATED APRIL 13, 2011 AND MAY 2, 2012

♦Contract♦

Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)

ENGINEERING / DESIGN SERVICES
For SH 365 Segment 0032
From just West of FM 1016
To East of McColl Rd.
At Approx. STA 986+00

November 21, 2012

L&G CONSULTING
ENGINEERS, INC.

STATE OF TEXAS §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING / DESIGN SERVICES

THIS CONTRACT FOR ENGINEERING SERVICES is made by and between the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter the "Authority") and L&G Consulting Engineers, Inc. (hereinafter the "Engineer"), having its principal business address at 2100 W Expressway 83, Mercedes, TX 78570 for the purpose of contracting for engineering services (hereinafter the "Agreement").

WITNESSETH

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

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 engineering services (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 Engineer to provide preliminary engineering; including development of schematics; drainage studies; utilities; geotechnical; development of PS&E and review of shop drawings as required for the development of the Project as approved by the Authority to wit: the **STATE HIGHWAY 365 DESIGN PROJECT FOR SEGMENTS 0032/0034, FROM JUST WEST FM 1016 (Conway Avenue) TO EAST OF MCCOLL ROAD (STA.986+00)** (the "Project");

NOW, THEREFORE, the Authority and the Engineer, 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 ENGINEER

1.1 The Engineer shall timely perform those engineering 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 Engineer shall perform its services to the standard of care of a reasonable engineer that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Engineer.

1.2 The Authority and the Engineer 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 Engineer. All services provided by the Engineer will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers.

ARTICLE II
AGREEMENT PERIOD

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on June 30, 2017 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.

ARTICLE III
COMPENSATION

3.1 Maximum Amount Payable. The maximum amount payable under this contract is $5,915,101.32 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 Engineer'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 **Engineer Payment of Subproviders**. No later than ten (10) days after receiving payment from the Authority, the Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer'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 Engineer 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 Engineer 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 Engineer 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 Engineer shall submit a Final Report (Attachment H-4) to the address set forth in Attachment H.

c) The Engineer 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 Engineer 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 Engineer because of a debt owed to the Authority, the Authority shall apply all payments due the Engineer 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 Engineer 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 Engineer or any costs incurred by the Engineer 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 Engineer's responsibilities and obligations established under this Agreement.

ARTICLE VI
SIGNATORY WARRANTY

The undersigned signatory for the Engineer 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:

Engineer:	**Authority:**
L&G Consulting Engineers, Inc. 2100 W Expressway 83, Mercedes, TX 78570 Attn: Jacinto Garza, P.E. President	Hidalgo County Regional Mobility Authority (HCRMA) 118 South Cage Boulevard, 4th Floor Pharr, Texas 78577 Attn: Dennis Burleson Chairman of the Board

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 Engineer 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

By: _____

Name: Pilar Rodriguez

Title: Executive Director

Hidalgo County Regional Mobility Authority

Date: 11/20/2012

ENGINEER

By: _____

Name: Jacinto Garza, P.E.

Title: President

L&G Consulting Engineers, Inc.

Date: 11/30/2012

LIST OF ATTACHMENTS TO AGREEMENT
FOR ENGINEERING 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 Engineer
D	Work Authorization Forms
D-1	Work Authorization Form for Agreement for Engineering 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	Conflict 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	Engineer's Responsibility
18	Non-collusion
19	Insurance
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21	DBE/HUB Requirements
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25	Computer Graphics Files
26	Child Support Certification
27	Disputes
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29	Severability
30	Prior Agreements Superseded
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33	Certifications

ATTACHMENT A
GENERAL PROVISIONS

SECTION 1. WORK AUTHORIZATIONS

A. Use. The Engineer shall not begin any work until the Authority and the Engineer have signed a work authorization. Costs incurred by the Engineer 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 Engineer 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 Engineer 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 Engineer's responsibilities and obligations established in this Agreement. The Engineer 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 Engineer or any costs incurred by the Engineer relating to additional work not directly associated with the performance or prior to the execution of the work authorization. The Engineer 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 Engineer determines or reasonably anticipates that the work authorized in a work authorization cannot be completed before the specified completion date, the Engineer 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 Engineer 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 Engineer shall prepare a revised work authorization budget for the Authority's approval.

G. New Work Authorization. If the Engineer 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 Engineer for the incomplete work using the unexpended balance of the preceding work authorization for the project. If approved by the Authority, the Engineer 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 Engineer'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 Engineer 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 Engineer shall from time to time during the progress of the work confer with the Authority. The Engineer 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 Engineer, conferences shall be provided at the Engineer's office, the office of the Authority, or at other locations designated by the Authority. These conferences shall also include evaluation of the Engineer'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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer or any costs incurred by the Engineer 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 Engineer 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 Engineer 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 Engineer submits work that does not comply with the terms of this Agreement, the Authority shall instruct the Engineer 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 Engineer 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 Engineer and all documents furnished to the Engineer by the Authority shall be delivered to the Authority upon request by the Authority. The Engineer, 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 Engineer (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 Engineer nor any subprovider may charge a fee for the portion of the design plan created by the Authority.

D. Maintenance of Data. The Engineer 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 Engineer 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 Engineer 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. Engineer Resources. The Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them.

H. The Engineer 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 Engineer or any other person except with the prior approval of the Authority. All documents prepared by the Engineer and all documents furnished to the Engineer 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 Engineer 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 Engineer for use beyond the specific purpose intended will be at Authority's sole risk and without liability or legal exposure to Engineer.

SECTION 10. SUBCONTRACTING

A. Prior Approval. The Engineer 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 Engineer'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 Engineer 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 Engineer.

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. Engineer Responsibilities. No subcontract relieves the Engineer 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 Engineer or a subprovider, the Engineer 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 Engineer'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 Engineer shall be grounds for termination of the Agreement. Any additional costs to the Authority that arise from the Engineer's default, breach of Agreement, or violation of Agreement terms shall be paid by the Engineer. 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 Engineer as a consequence of failure by the Engineer 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 Engineer, by giving ten business days notice of termination in writing to the Engineer.
5. By the Authority, if the Engineer 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 Engineer. 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 Engineer 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 Engineer defaults in the performance of this Agreement or if the Authority terminates this Agreement for fault on the part of the Engineer, 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 Engineer 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 engineering 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 Engineer 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 Engineer. 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 Engineer 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 Engineer to fulfill its Agreement obligations, the Authority may take over the project and prosecute the work to completion, and the Engineer shall be liable to the Authority for any additional cost to the Authority.

SECTION 15. COMPLIANCE WITH LAWS

The Engineer 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 Engineer shall furnish the Authority with satisfactory proof of its compliance therewith.

SECTION 16. INDEMNIFICATION

A. THE ENGINEER 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 ENGINEER OR OF ANY PERSON EMPLOYED OR ENGAGED BY THE ENGINEER, AND THE DEFENSE OF ANY SUCH CLAIMS, LIABILITY, ACTION, OR LOSS.

B. THE ENGINEER 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 ENGINEER, ITS AGENTS, ITS SUBCONTRACTORS, OR EMPLOYEES.

SECTION 17. ENGINEER'S RESPONSIBILITY

A. Accuracy. The Engineer 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 Engineer's responsibility for all questions arising from design 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 Engineer will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

C. Seal. The responsible Engineer shall sign, seal and date all appropriate engineering submissions to the Authority in accordance with the Texas Engineering Practice Act and the rules of the Texas Board of Professional Engineers.

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 engineer, as a second engineer, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second engineer will affix his seal to any work altered, completed, corrected, revised or added. The second engineer will then become responsible for any alterations, additions or deletions to the original design including any effect or impacts of those changes on the original engineer's design.

SECTION 18. NONCOLLUSION

A. Warranty. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer 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 engineer 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 Engineer 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 Engineer 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 two million dollars ($2,000,000) each claim and in the aggregate.

The coverage and amounts designated herein are minimum requirements and do not establish limits of the Engineer's liability. Additional coverage may be provided at the Engineer'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 Engineer 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 Engineer's name stated thereon, to be submitted prior to the beginning of the Project. The Engineer will be considered in breach of this Agreement should the Engineer 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. Engineer's Risk. The services to be provided under this Agreement will be performed entirely at Engineer's risk and Engineer 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 Engineer 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 Engineer to adhere to this policy may result in the termination of this Agreement.

SECTION 21. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS

The Engineer 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 Engineer 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 Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and services provided (hereinafter called the Records). The Engineer 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 Engineer'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 Engineer 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 Engineer, 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 Engineer 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 Engineer of the Engineer'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 Engineer 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 Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer 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 Engineer'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 Engineer under this Agreement until the Engineer complies and/or
(b) cancellation, termination, or suspension of this Agreement, in whole or in part.

(6) Incorporation of Provisions: The Engineer 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 Engineer 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 Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer 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 Engineer, 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 Engineer under this Agreement.

SECTION 25. COMPUTER GRAPHICS FILES

The Engineer 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 Engineer 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 Engineer 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 Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer in support of the services 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 Engineer 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 Engineer 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 Engineer. 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 Engineer 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 Engineer will prepare an environmental impact statement or an environmental assessment under this Agreement, the Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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, Engineer 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

GENERAL
This contract will include the following items of work which may have overlap due to accelerated schedule:

APD Coordination with **AUTHORITY** for Final Environmental documentation

PS&E P.S. & E. Development

The **AUTHORITY** will provide the following general items.

1. Authorization to begin work.
2. Timely payment for work performed by the **Engineer** and accepted by the **AUTHORITY** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **AUTHORITY** may have on file concerning the project.
5. Review and approve the **Engineer**'s progress schedule with milestone activities and/or deliverables identified.
6. Provide timely review and decisions in accordance with **TxDOT's Advanced Funding Agreement for SH365** in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule identified in Attachment F.
7. Request Project CSJ's from TxDOT.

ROUTE AND DESIGN STUDIES (FC 110)
The **AUTHORITY** will provide the following:

Design Criteria

1. Attend Design Concept Conference to approve design criteria.
2. Review/approve Design Summary Report.
3. Attend and participate in the Value Engineering Study

Schematic Update

1. Provide all design and reference files in electronic (.dgn) format for existing schematic.
2. Provide drainage layout currently on file in Arcview Format.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE AUTHORITY

SOC, ECO AND ENVIRON STUDIES & PUBLIC INVOLVEMENT (FC 120)
The **AUTHORITY** will provide the Environmental Document and electronic Constraints map for the project for development of the Environmental Permits, Issues and Commitments (EPIC) sheets and any other compliance issues.

RIGHT-OF-WAY DATA (FC 130)
The **AUTHORITY** will provide the following:

1. Assist the **Engineer**, as necessary, with coordination of any utility relocations that may be required.
2. Ownership Data in a .dgn file
   a. Ownership Information shall be provided for the corridor width.
   b. All utility ownership shall be provided.
3. Parcel plats & Right-of-Way Map.
   a. A ROW map, parcel plats and field notes shall be prepared and furnished.
   b. ROW map and field notes shall be revised as required due to changes in Highway Design, Ownership Changes or Revised Parcel Numbering. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
   c. ROW map must depict all improvements affecting ROW.
   d. ROW map must meet all requirements as specified in TxDOT ROW manuals.
4. Utility Adjustments:
   AUTHORITY (TxDOT as necessary) will execute utility agreements provided by the Engineer for all required utility adjustments.
5. Survey and Stake Right-of-Way
6. Right of Entry to all affected properties located within the project limits.
7. Deliverables: Right of way Map in electronic format (.dgn).

FIELD SURVEYING AND PHOTOGRAMMETRY (FC 150)
The **AUTHORITY** will provide the following:
Deliverables:

1. Survey Control Data Sheets signed and sealed by a RPLS on mylar 11X17 sheets.
2. 2d-planimetric, 3d-digital terrain model in a Microstation (.dgn) format delivered on CD ROM media. Also to be included is the TIN file, and Geopak files utilized and/or generated by Surveyor.
3. One Hard Copy of Field Surveying Book
4. All survey information required for the development of the PS&E for the project.

DRAINAGE (FC 161)
The **AUTHORITY** will provide the following:

1. Timely review/approval of the Hydraulic Study.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE AUTHORITY

MISCELLANEOUS ROADWAY (FC 163)

The **AUTHORITY** will provide the following:

1. Timely review and approval of TCP in coordination with TxDOT.
2. Provide Aesthetic plans and details for project.

MANAGEMENT (FC 164)

The **AUTHORITY** will provide the following:

1. Attend/participate in progress meetings as required.
2. Timely review of submittals as required.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

APPLICABILITY:

Wherever the following terms are used in this attachment or other contract documents, the intent and meaning will be interpreted as indicated below.

ABBREVIATIONS:

HCRMA OR AUTHORITY shall mean Hidalgo County Regional Mobility Authority
PMC (GEC) shall mean Program Management Consultant (General Engineering Consultant) (Dannenbaum Engineering Corporation)
ENGINEER shall mean L&G Consulting Engineers
TxDOT shall mean Texas Department of Transportation
FHWA shall mean Federal Highway Administration
IBWC shall mean International Boundary and Water Commission
USFWS shall mean United States Fish & Wildlife Service
THC shall mean Texas Historical Commission
SHPO shall mean State Highway Preservation Office
USACE shall mean United States Army Corps of Engineers
GSA shall mean General Services Administration
HCMPO shall mean Hidalgo County Metropolitan Planning Organization
FAA shall mean Federal Aviation Administration
MTP shall mean Metropolitan Transportation Plan
TIP shall mean Transportation Improvement Program
MUTCD shall mean Manual of Uniform Traffic Control Devices
AASHTO shall mean American Association of State Highway and Transportation Officials
LRFD shall mean Load & Resistance Factor Design
PS&E shall mean Plans, Specifications and Estimate
ACP shall mean Asphaltic Concrete Pavement
CSJ shall mean Control Section Job (highway project designation number)

PROJECT DESCRIPTION

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

County:	Hidalgo County, Texas
CSJ number:	3627-01-001
Project/Description:	Preliminary engineering, including development of schematics (4-lane), drainage studies, utilities, geotechnical, development of PS&E and review of shop drawings
Length:	3.13 Miles (Approx) from just west of FM 1016 (Conway Ave.) to FM 396 (See note "1" below) and 6.17 Miles (Approx) from just west of FM 396 to just east of McColl Road near STA 986+00.
Highway:	SH 365from just west of FM 1016 (Conway Ave) to east of McColl Road (STA 986+00)
Limits:	(See Location Map Attached)

Note: "1"
The scope of services for Advanced Planning (preliminary engineering that includes schematics, drainage studies and utility research) applies only from just west of FM 1016 (Conway Ave.) to just east of McColl Rd near STA 986+00. The scope of services for Design (PS&E, shop drawings) applies only from west of FM 396 to just east of McColl Road near STA 986+00. The scope of services does not currently include Design effort from just west of FM 1016 (Conway Ave.) to just west of FM 396 (Anzalduas Highway).

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

Existing Facility: New Location

Proposed Facility: 4-lane divided controlled access toll facility

Project Classification

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

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
___ Widen Non-Freeway
_X_ New Location Toll Freeway (The design of the tolling infrastructure is not included in the scope of this proposal)
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 For All Tasks)

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

ROUTE AND DESIGN STUDIES
(Task 110)

Services Provided By: Engineer	AUTHORITY		
NO	YES	1.	Route Location Studies
NO	YES	2.	Level of Service Analysis
NO	YES	3.	Traffic Evaluations and Projections
YES	YES	4.	Develop Roadway Design Criteria in accordance with Pass-Through Agreement. a. Prepare design summary report (DSR). b. Conduct Design Concept Conference.
YES	YES	5.	Preliminary Cost Estimates
YES	YES	6.	Value Engineering Study The Engineer shall be responsible for attending with the AUTHORITY one Value Engineering Study (VE Study) for the project. The VE study shall incorporate several lead disciplines along with the VE moderator to participate in a week long study. The study shall consist of the Investigation Phase, Creative Phase, Evaluation Phase, Development Phase and the Presentation Phase. The AUTHORITY shall document the complete study in a final Value Engineering Report. Representation from TxDOT and the AUTHORITY shall be in attendance. PMC will provide moderator and cost of facilities.
YES	NO	7.	Design Schematic (Develop 4-Lane Schematic)
YES	NO	8.	Preliminary Right-of-Way Requirements
YES	NO	9.	Soil Core Hole Drilling
YES	NO		a. Pavement
YES	NO		b. Retaining Walls
YES	NO		c. Miscellaneous Structures
YES	NO		d. Bridges
YES	NO	10.	Obtain existing facility information. Coordinate and meet with following entities to obtain preliminary design information: TxDOT, Cities, County, Railroad, HCDD#1, IBWC, Irrigation Districts, and Utility Companies.
YES	NO	11.	Schematic Layout (Revisions to Existing Schematic – Modify for 4-Lane Schematic) a. Layout shall include the location of interchanges, main lanes, grade separations, frontage roads and ramps. b. Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking. c. For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown. All signing shall be in conformance with the Texas MUTCD. d. The tentative ROW limits.

(1) Provide preliminary earthwork cross sections to verify ROW requirements utilizing GEOPAK.
(2) Provide a graphics file containing the approved schematic.

e. Layout shall include the geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, bridges, and cross roads.
f. Indicate the current and projected traffic volumes as provided by the AUTHORITY (20 year traffic projection, unless otherwise determined by the District Engineer).
g. The control of access lines shall be shown on the proposed schematic.
h. Direction of traffic flow on all roadways.
i. Layout shall include the geometric of speed change (acceleration, deceleration, climbing) lanes.
j. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above and in the TxDOT's checklist for schematic layout.
k. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing.

12. Agreements and Permits

YES*	YES	a. Compensable Utility Agreements and exhibits for Utility Agreements
YES	NO	b. Railroad Agreements
		c. Railroad Exhibits
N/A	N/A	(1) Railroad Underpasses
YES	NO	(2) Railroad Overpasses (SH365/TCC Overpasses at RR)
N/A	N/A	(3) Railroad Grade Crossing (Re-planking)
N/A	N/A	(4) Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A	(5) Other Miscellaneous Sketches for Railroads
YES	NO	d. Traffic Signal Agreements (Pending warrant analysis) and required exhibits.
YES	NO	e. IBWC License Agreement

Due to the associated impacts of the floodway levee the Engineer shall be responsible for the preparation/packaging of all documents necessary for submission to the USIBWC for the license agreement.

The license agreement package should include:

1) The hydraulic model, with proposed floodway impacts due to the proposed bridge structure provided by the engineer
2) THC Concurrence letter from AUTHORITY
3) USFW Concurrence letter from AUTHORITY
4) US Army Corp of Engineers concurrence letter from AUTHORITY
5) Scour Analysis provided by the engineer

YES	YES	f. Required Coordination for splitting the project limits (two separate CSJ's)

1) Provide all project information to GEC and/or HCMPO for updating the MTP and TIP.
2) Provide all project information to the GEC and/or Environmental Consultant for updating the environmental document.

YES	NO	g. Exhibit for airway/highway clearance permits for FAA
YES	NO	h. USACE exhibits and permits for structures that impact waters of the US and wetlands.

(* = Task anticipated to be led and/or handled by AUTHORITY /PMC)

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Task 120)

Services Provided By: Engineer	AUTHORITY	
		1. Public Involvement
YES*	YES	a. Technical assistance to the GEC and/or Environmental Consultant in the preparation of public meeting(s)/hearing(s), and exhibit preparation.
YES*	YES	b. Assist the GEC and/or Environmental Consultant to respond to technical questions received during the Public Meeting/Hearing.
YES*	YES	c. Assist the GEC in conducting stakeholder outreach meetings and prepare summaries of said meetings to provide to AUTHORITY
YES*	YES	d. Assist the GEC and/or Environmental Consultant in developing the PowerPoint presentation for the Public Meeting/Hearing.
YES*	YES	e. Prepare and Present the technical presentation portion of the speech.
		2. Preparation of Environmental Permits, Issues and Commitments
YES	NO	a. The Engineer shall develop a plan sheet to be included in the construction plans identifying the Environmental Permits, Issues & Commitments (EPIC) sheet. This plan sheet will be based on the Environmental Document provided by the AUTHORITY. The permits if required shall be obtained by the AUTHORITY.
NO*	YES	b. Preparation & Submittal of Notice of Intent (NOI)
NO*	YES	c. Preparation & Submittal of Notice of Termination (NOT) upon completion of project
NO	NO	d. Section 4(f) evaluation, including developing the avoidance alternatives have not been identified at this point.
YES	NO	e. Prepare exhibits on structures that impact Waters of the US and wetlands by minimizing impacts for the further coordination and eventual securing of construction permits from the USACE (if needed).

(* = Task anticipated to be led and/or handled by AUTHORITY/PMC)

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

RIGHT-OF-WAY/UTILITY DATA
(Function Code 130)

Services
Provided By:
Engineer AUTHORITY

1. Right-of-Way Map

YES NO a. ROW Map submitted by the Surveyor to the AUTHORITY shall be reviewed by the Engineer on the following items:
   1. Correctness of alignment and geometry
   2. Correctness of control of access lines as depicted on schematic
   3. Coordinate the final centerline alignment adjustment to finalize the ROW map.

NO YES b. Full compliance with ROW Map requirements as specified in TxDOT ROW Manuals.

YES* YES 2. Utility Adjustments

a. The Engineer shall prepare an initial coordination letter and a project layout which will be distributed to various utility companies to determine which utilities are in the limits of the project.
b. The Engineer shall schedule and conduct a Utility Kick-Off meeting with TxDOT, AUTHORITY and the utility companies.
c. The Engineer shall prepare a Utility Conflict Tracking Matrix table.
d. Upon completion of the preliminary drainage plans and Utility & Drainage (U&D) sheets and Irrigation sheets, the Engineer shall distribute these sheets to the various utility companies and request identification of their lines within the project limits.
e. The Engineer will coordinate with the Surveyor and the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.
f. The Engineer shall coordinate and approve an adjustment plan and preliminary estimates for all utilities impacting the proposed project construction.
g. The Engineer will be responsible for preparing any and all compensable utility agreements, in compliance with TxDOT requirements, and preparation of the final adjustment letters.
h. A due diligence package will be provided for the AUTHORITY for their use in processing reimbursements to utility companies.
i. Before a construction contract for the project is let, the Engineer shall provide a utility certification for the AUTHORITY's signature to TxDOT that all utilities have been adjusted.

YES* NO 3. Design of Compensable Utilities
   a. Irrigation Structures
      1) Parallel
      2) Perpendicular Crossings / Siphons
      3) Irrigation Canals

N/A NO b. Various Pipelines

(* = Task anticipated to be led and/or handled by AUTHORITY/PMC)

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

FIELD SURVEYING
(Task 150)

Services Provided By: Engineer	AUTHORITY	
YES*	YES	1. Field Survey
		a. Assist PMC (GEC) to coordinate with Surveyor to obtain DTM data on voids and missing areas
		b. Assist PMC (GEC) to coordinate with Surveyor to obtain outfall design surveys
		c. Assist PMC (GEC) to coordinate with Surveyor to obtain utility company field ties
		d. Assist PMC (GEC) to coordinate with Surveyor to provide final alignment for the preparation of the ROW Map
		e. Assist PMC (GEC) to coordinate with Surveyor to tie down geotechnical borings
		f. Assist PMC (GEC) to coordinate with Surveyor to stake centerline of proposed mainlanes

(* = Task anticipated to be led and/or handled by AUTHORITY/PMC)

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

ROADWAY DESIGN
(Task 160)

Services Provided By:
Engineer AUTHORITY

1. Geometric Design

YES NO a. Horizontal and Vertical Alignment

YES NO b. Geometric Layout for Plan and Profile Sheets

(1) Layout shall include the location of interchanges, main lanes, grade separations, frontage roads and ramps.

(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.

(3) Layout shall include the geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, bridges, and cross roads.

(4) Direction of traffic flow on all roadways.

(5) Layout shall include the geometric of speed change (acceleration, deceleration, climbing) lanes.

YES NO 2. General Guidelines for Project Development

a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. Copies of the four-lane freeway schematic layout shall be submitted through the TxDOT Pharr District office to the Design Division for approval and subsequent coordination with the FHWA. No geometric design is to be performed until the AUTHORITY and TxDOT have given the engineer written approval of the preliminary schematic layout.

b. All geometric design shall be in conformance with the latest version of the TxDOT's Standard Specification for Construction and Maintenance of Highways, Streets, and Bridges, and the Special Specification and Special Provisions related thereto, and shall conform to the latest edition and revisions of the State's Roadway Design Manual, except where variances are permitted in writing by the AUTHORITY and TxDOT.

c. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

d. The engineer shall furnish a final cross section plot for the project, which is of utmost importance since it is the basis for contractor payments and construction staking.

YES NO 3. Grading Design

a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.

b. Typical Sections

c. Design Cross Sections for roadways and outfalls.

d. Determine Cut and Fill Quantities for roadways and outfalls

4. Pavement Design

YES NO a. Prior to initiating detailed plan preparations for a project, an investigation shall be made to design the proposed pavement structure. TxDOT's computer program "The Flexible Pavement Design System (FPS) will be utilized for this purpose.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: Engineer	AUTHORITY		
YES	NO	b.	A typical section for the proposed pavement design of main lanes, ramps, frontage roads and intersecting streets shall include pavement thicknesses as well as pavement cross slopes, lane and shoulder widths, ACP type and Asphalt binder.
		c.	Required geo-technical testing for Subgrade, salvage flexible base, recycle asphalt pavement (RAP). (see detailed scope from L&G Lab)
YES	NO		(1) Subgrade: tests will be performed for sulfate content to determine if addition of lime stabilization is a feasible method. If lime stabilization is determined to be a feasible method, a lime series test will be performed to determine the required percentage of lime. Plasticity Index (PI) of the subgrade throughout the project will also be tested to determine it's suitability of usage as embankment.
YES	NO		(2) Salvage Flexible Base: Triaxial test will be performed to determine the strength of the salvage base and it's suitability to be used as a part of the proposed pavement.
YES	NO		(3) Recycle Asphalt Pavement (RAP): Extraction tests will be performed on existing ACP to determine the asphalt content as well as gradations for the potential use by the contractor in the proposed ACP mix design.
NO	YES	d.	Traffic Data for Pavement Design
YES	NO	e.	Basic Pavement Design Criteria
YES	NO	f.	Life Cycle Cost Analysis (es) for flexible pavement
YES	NO	g.	Provide a full pavement design report

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

DRAINAGE
(Task 161)

Preliminary hydraulic design of all drainage structures (bridge waterways, culverts, storm sewers, channels) shall be submitted to the AUTHORITY and TxDOT for review. This preliminary submission shall include the overall drainage plan, structure layout, and hydraulic computations. No detailed design of drainage structures is to be performed, until the AUTHORITY and TxDOT have given the engineer written approval of the preliminary hydraulic design. All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the AUTHORITY and TxDOT.

Services Provided By: Engineer	AUTHORITY	
		1. Hydrologic Studies, Discharges
YES	NO	a. Drainage area maps showing existing conditions and proposed drainage structure improvements.
YES	NO	b. Hydrologic data/discharge determination
		2. Hydraulic Drainage Study and Documentation
		a. Hydraulic computations
YES	NO	(1) Storm water detention available within the ROW
YES	NO	(2) Storm water detention required outside the ROW (as per HCDD#1)
YES	NO	(3) Culverts
YES	NO	(4) Bridge waterways
YES	NO	(5) Channels
YES	NO	(6) Storm sewers/inlets
YES	NO	b. Federal Emergency Management Agency (FEMA) floodplain coordination requirements
YES	NO	c. Determine impact of proposed drainage plan on the following receiving stream(s)
		(1) Hidalgo County Drainage District Outfalls
		(2) All Irrigation District Outfalls impacted
		3. Layout, Structural Design and Detailing of Drainage Features
		a. Culverts
YES	NO	(1) New culverts
YES	NO	(2) Culvert widening and/or lengthening
YES	NO	(3) Culvert replacements
		b. Storm sewers
YES	NO	(1) New storm sewers
YES	NO	(2) Modify existing storm sewers
YES	NO	(3) Inlets
YES	NO	(4) Manholes
YES	NO	(5) Trunk lines
YES	NO	c. Levees
YES	NO	d. Retaining Wall drainage
YES	NO	e. Outfall channel(s) within the ROW
YES	NO	f. Outfall channel(s) outside the ROW
YES	NO	g. Detention Pond(s) within the ROW (as needed)
YES	NO	h. Detention Pond(s) outside the ROW (as needed)
YES	NO	i. Summary of Quantities
YES	NO	4. Storm Water Pollution Prevention Plan (SW3P)
YES	NO	5. Scour Evaluation and floodway hydraulic modeling and report for TCC impacts on the IBWC floodway.
		a. Soil Properties of Floodway – D50 & D90 Sieve Analysis

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION
(Task 162)

Services Provided By:

Engineer	AUTHORITY	
YES	NO	1. Preliminary Signing and Pavement Markings (Conducted at the Schematic Level) The schematic layout in addition to the roadway related features will show:
		a. The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
		b. The projected traffic volumes as provided by the AUTHORITY (20 year traffic projection)
		c. Proposed ROW lines
		d. Arrows with direction of traffic flow on all roadways
		e. Location of Large Ground Mounted Signs and their message
		f. Location of Large Bridge Mounted Signs and their message
		g. Location of Trailblazer Signs (type D) and their message
YES	NO	2. Signing and Pavement Markings Layouts (Conducted at the PS&E Level & Individual Sheets for Signing and Pavement Markings are Anticipated to be Required)
YES	NO	a. Boring Logs needed for design of sign foundations
YES	NO	b. General Requirements
		• Prepare General Notes for Signing and Pavement Markings
		• Prepare governing specifications and provisions
		• Prepare Cost Estimate
		• Select TxDOT standard sheets
		c. Signing and Pavement Markings Layouts (1"=100' scale)
		• Legend with symbols
		• Center line with station numbering
		• ROW lines
		• Culverts and other structures that present a hazard to traffic
		• Location of utilities, if not shown on plan and profile
		• Existing signs to remain, to be removed, to be relocated
		• Proposed small signs (illustrated and numbered)
		• Proposed Large ground mounted signs indicating location by plan layout
		• Proposed large overhead mounted signs indicating location by plan layout
		• Proposed pavement markings (illustrated and quantified)
		• Quantities of existing pavement markings to be removed
		• Proposed delineators and object markers
		• Quantities table with each pavement marking type quantified
YES	NO	d. Summary of Small Signs Tabulation Sheets
YES	NO	e. Summary of Large Signs Tabulation Sheets (includes all Guide Signs)
YES	NO	f. Sign Panel Detail Sheets
		• All signs not covered by the Texas MUTCD
		• Design details for large guide signs
		• Dimensions of letters, shields, borders, corner radii etc.
		• Designation of shields attached to guide signs
		• Designation of arrow used on exit direction signs

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: Engineer	AUTHORITY	
YES	NO	g. Proposed Overhead Sign Bridge Design (O.S.B.). Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures. Proposed O.S.B. elevation Sheets will show at a minimum the following: (Note: No walkways or sign lights will be used, since all sign panels will have high intensity reflective sheeting) • Span length • Tower Height • Drill Shaft size and top elevation • Soil strength used for design {indicate basis and boring(s) used} • Reference appropriate O.S.B. standard • Center line of truss elevation • Bottom of base plate elevation • Leg spacing • Design wind speed
		3. Conduct Traffic Signal Warrant Studies (Conducted at the Schematic Level)
YES	NO	a. Location Map: Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
YES	NO	b. Photographs in the vicinity of the signal under consideration
NO	YES	c. Accident data for the past four years at the proposed interchange locations
		d. Vehicle volumes
YES	NO	Existing
NO	YES	Estimated
NO	YES	Projected
NO	NO	Pedestrian
YES	NO	e. Warrant Analysis and Assessment
YES	NO	f. Recommendations
YES	NO	4. Traffic Signal Design (Conducted at the PS&E Level)
		a. General Requirements • Contact Local Utility Company, conduct joint field investigation, determine service drop locations, determine need for adjustment of overhead utility lines • Prepare General Notes for Traffic signal installation • Prepare governing specifications and provisions • Prepare Cost Estimate for Traffic signal installation • Select TxDOT standard sheets
		b. Basis of estimate sheet (list of materials)
		c. General notes sheet
		d. Condition diagram • Existing intersection design features • Adjacent Roadside development • Existing traffic control including illumination
		e. Proposed Signal Plan Layouts • Existing traffic control devices that will remain (signs and markings) • Existing utilities • Proposed highway improvements

- Proposed installation
- Proposed additional traffic controls devices (signs and markings)
- Proposed illumination attached to signal poles
- Proposed controller and foundation
- Proposed service drop
- Loop detector locations and connections
- Proposed signal head orientation
- Intersection signing, pavement markings and wheel chair ramps

f. Signal Phasing and Timing
- Phase sequence diagram
- Interval timing, cycle length and offsets

g. Electrical Schedule Table
- Wire and conduit sizes by cable run
- Quantities by cable run
- Loop detector cables
- Signal cables
- Pedestrian cables
- Safety lighting cables

h. TxDOT Standard Sheets
- Signal Pole Details
- Loop Detector details
- Pull Box and conduit details
- Controller Foundation details
- Signal Pole foundation details and quantities
- Mast Arm details and quantities
- Traffic control for installation of traffic signals

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

MISCELLANEOUS (ROADWAY)
(Task 163)

Services Provided By: Engineer	AUTHORITY	
YES	NO	1. Preliminary Roadway Illumination Requirements (Conducted at the schematic level)
		a. Determine Safety Lighting Requirements:
		(1) At Entrance Ramps (merging areas)
		(2) At Exit Ramps (diverging areas)
		(3) At Overpasses (Underpass Lighting)
		(4) At Critical Locations where safety is an issue
		b. Calculate Preliminary Quantities and Cost Estimate for Roadway Illumination
YES	NO	2. Final Roadway Illumination Design (Conducted at the PS&E Level) (Safety Lighting)
YES	NO	a. Geotechnical Report with Boring Logs required for foundation design
YES	NO	b. General Requirements
		(1) Develop wiring connections
		(2) Calculate voltage drops
		(3) Contact Local Utility Company, conduct joint field investigation, determine power requirements and sources for each circuit
		(4) Prepare General Notes for Roadway Illumination
		(5) Prepare governing specifications and provisions
		(6) Prepare Cost Estimate for Roadway Illumination
		(7) Select TxDOT standard sheets
YES	NO	c. Safety Roadway Illumination layouts (1"=100' scale) showing:
		(1) Pavement edges, shoulders, curbs, retaining walls, etc.
		(2) Center line with station numbering.
		(3) ROW lines.
		(4) Symbol legend. Use TxDOT standard symbols for lighting and electrical design.
		(5) Culverts and other structures that present a hazard to traffic.
		(6) Location of underground utilities, if not shown on plan profile.
		(7) Location of overhead electrical lines, both crossing and parallel to ROW.
		(8) Existing lighting equipment to remain, to be removed, to be relocated.
		(9) Location of proposed roadway lighting equipment.
		(10) Lighting Equipment Table showing, station and offset of proposed lighting fixtures, light intensity, lighting pattern.
		(11) Lighting Quantities Table
YES	NO	d. Circuit Diagrams, showing:
		(1) Service drop details
		(2) Control panel details
		(3) Lighting equipment
		(4) Wiring connections
		(5) Proposed conductor sizes and lengths
		(6) Proposed conduits
		(7) Proposed Ground Boxes
YES	NO	e. Continuous Illumination and/or high-mast
YES	NO	f. Quantities Summary Table
YES	NO	g. Electrical Service Summary Sheet
NO	NO	h. Continuous Illumination Design
YES	NO	I. Continuous Illumination Design Study
		3. Retaining Walls
		a. Structural Details
NO	NO	(1) Cast-in-Place Cantilever.
NO	NO	(2) Tieback Retaining Wall.
NO	NO	(3) Specialized Retaining Wall.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: Engineer	AUTHORITY		
		b.	Alternate Patented Retaining Walls at <u>all</u> locations. (Layouts Only)
YES	NO		(1) Mechanically Stabilized Earth
NO	NO		(2) Concrete Block Wall Systems
YES	NO	c.	Retaining Wall Layout (PLAN)
			(1) Designation of reference line
			(2) Beginning and ending retaining wall stations
			(3) Station of each retaining wall joint (if necessary based on wall type)
			(4) Offset from reference line
			(5) Horizontal curve data
			(6) Number of retaining wall panels and lengths (if necessary based on wall type)
			(7) Total length of wall
			(8) Indicate face of wall
			(9) All wall dimensions and alignment relations (alignment data as necessary)
			(10) Soil core hole locations
YES	NO	d.	Retaining Wall Layout (ELEVATION)
			(1) Top of wall elevations at each joint or intervals
			(2) Existing and finished ground line elevations
			(3) Height of stem at each joint (if necessary based on wall type)
			(4) Wall panel designations (if necessary based on wall type)
			(5) Top of footing elevations (if necessary based on wall type)
			(6) Limits of measurement for payment
			(7) Type, limits and anchorage details of railing (If applicable)
			(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
YES	NO	e.	Foundation Studies. The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments.
YES	NO	f.	Slope Stability Analysis.
YES	NO	g.	Embankment Foundation Stability Analysis
YES	NO	h.	Embankment Settlement Analysis
YES	NO	i.	Estimate
YES	NO	j.	Summary of Quantities
YES	NO	k.	Typical cross section.
YES	NO	l.	General Guidelines for Retaining Walls
			(1) The engineer shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation.
			(2) The ground water level should be observed at the water strike.
			(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
YES	NO	4.	Traffic Control Plan, Detours and Sequence of Construction

Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:

a. General Notes indicating the requirement and sequence of construction phasing.
b. The sequence of construction and method of handling traffic during each phase.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

Services
Provided By:
Engineer AUTHORITY

c. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
d. The proposed traffic control devices (stop signs, signals, flagging, etc.) at grade intersections during each construction sequence.
e. Where detours are provided, a plan view and typical sections shall be shown.

5. Miscellaneous Drafting/Standards

YES NO a. Erosion Control
YES YES b. Hardscape Development (Aesthetics for concrete structures - form liners at bridge, caps columns bents and retaining walls).

YES NO 6. Compute and Tabulate Quantities

YES NO 7. Specifications, Special Provisions, Special Specifications
a. Use the TxDOT standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the TxDOT's format and, to the extent possible, incorporate references to approved State test procedures.

YES YES 8. Tolling Infrastructure
a. From the Preliminary Tolling Gantry locations identified by the AUTHORITY prepare plans that identify conduit layouts and pull boxes with respect to the pavement sections, ditch cross sections, and right of way lines. The conduit layouts within the pavement structure shall be shown to be placed within a concrete pavement section. All other Tolling appurtenances (Supports, foundations, wiring, cameras, buildings etc.) will be provided by the AUTHORITY.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

BRIDGE DESIGN
(Task 170)

Services Provided By: Engineer	AUTHORITY		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
YES	NO	(1) Underpass(es) (McColl Road)	1
YES	NO	(2) Overpasses (2 Each) (FM 494-Shary Road)(SP 115 – 23rd)	4
N/A	N/A	(3) Main Lanes	
N/A	NA	(4) Direct Connector(s)	
YES	NO	(5) Ramp Bridge(s) (Ware Rd exit, SP115 exit/entr)	3
YES	NO	(6) Waterway Structure(s) (Floodway) USIBWC Floodway between SP 115 (23rd Street) and Ware Road; Pharr/San Juan Irrigation Canal	2
N/A	N/A	(7) Pedestrian Structure(s)	
N/A	N/A	(8) Utility Structure(s)	
N/A	N/A	(9) Railroad Underpass(es)	
NO	NO	(10) Railroad Overpass(es) (FM 1016/UP, UP)	
N/A	N/A	(11) Bridge Classification Culvert(s)**	
N/A	N/A	(12) Alternate Structural Designs	
N/A	N/A	(13) Alternate Foundation Design	
		Total New Structures =	10
		b. Existing Structure(s)	
NO	NO	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	
NO	NO	(2) Bridge Replacement	
NO	NO	(3) Raising Bridge Elevation	
NO	NO	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	
N/A	N/A	(5) Railroad Overpass(es)	
N/A	N/A	(6) Railroad Underpass(es)	
		Total Existing Structures =	0

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

** Above bridge structures identified above occur in SH365 Segment 0031 from FM 396 to East of McColl Road (Sta. 986+00)

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By:
Engineer AUTHORITY

YES NO 2. Preparation of Bridge Layouts
The Engineer will prepare the bridge layouts in compliance with the latest TxDOT Pharr District bridge layout checklist.

YES NO 3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)

YES NO 4. Foundation Studies
The minimum number of soil core holes shall be obtained in accordance with Chapter 2, Section 1 of the TxDOT Bridge Geotechnical Manual. Texas Cone Penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (5 foot) intervals.

YES NO 5. Bridge Total Quantities and Cost Estimates (each bridge)

YES NO 6. Bridge Special Provisions and Specifications (each bridge)

YES NO 7. Bearing seat elevations for each girder. Top of cap elevations for non-girder type structures.

YES NO 8. General Guidelines for Bridge Design

a. The engineer shall prepare a bridge layout of each bridge structure for AUTHORITY and TxDOT's review and approval. The bridge layout shall be in conformance with the latest TxDOT's requirements.
b. The engineer shall make final design calculations and final detail drawings in conformance with the Texas Department of Transportation Bridge Design Manual - LRFD, the current American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications, and the TxDOT Bridge Geotechnical Manual.
c. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.
d. Standard drawings for beams, girders, railings, riprap, etc., shall be furnished to the engineer upon request. These standards shall not be redrawn by the engineer nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the engineer shall not be identified as standards.
e. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the Engineer at no cost to the AUTHORITY.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT MANAGEMENT
(Task 164)

Services Provided By: Engineer	AUTHORITY		
YES	YES	1.	Meetings Meetings will be held with the AUTHORITY, TxDOT, FHWA, State Officials, local governments, property owners, utility owners, other consulting firms, etc., as needed or required by the AUTHORITY and TxDOT. The engineer shall coordinate through the AUTHORITY for the development of this project with any local entity having jurisdiction or interest in the project (i.e. AUTHORITY, county, etc).
YES	YES	2.	Project Manager/Engineer Communication Engineer shall comply with all requirements stated in the Pass-Through Agreement between AUTHORITY and TxDOT. However, no further coordination with TxDOT will be required.
YES	YES	3.	Quality Assurance/ Quality Control The Engineer shall perform quality assurance and quality control (QA/QC) on all deliverables associated with this project as follows: a) The Project Manager will continually review the quality, progress and cost of the various tasks assigned to all firms within the team. Quality review will include technical requirements. b) Peer review will be provided at all levels. c) An independent engineer, within the Engineer's firm, will assure that the project constructability requirements (details, specifications, plan notes, etc.) are met.
YES	YES	4.	Submittals to AUTHORITY and TxDOT for review and approval a) When 30% and final design is completed the Engineer shall submit all the required design information as specified on the Pass-Through Agreement to AUTHORITY and TxDOT for review and approval. b) Final documents and information exchange of data, Plan Sheets, General Notes and/or Specifications provided to the AUTHORITY shall be furnished on a USB flash drives. Each flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation. General Notes and specifications shall be provided in MS Office 2007 Word format or later. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall be provided during review submittals. If required, the engineer shall provide to the AUTHORITY, an external hard drive that contains all the plan sheets for the project.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

CONSTRUCTION MANAGEMENT
(Task 320)

Services Provided By:
Engineer AUTHORITY

NO* YES 1. Construction Bidding Assistance
After acceptance by AUTHORITY of the Bidding Documents and upon written authorization by AUTHORITY to proceed, Engineer shall:

a) Assist AUTHORITY in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued,
b) Attend pre-Bid conferences
c) Develop Addenda for AUTHORITY as appropriate to clarify, correct, or change the Bidding Documents. ***(Task performed by PMC (GEC) assisted by Engineer)***
d) Provide Project design information or assistance needed by AUTHORITY in the course of the bid submittal with prospective contractors.***((Task performed by PMC (GEC) assisted by Engineer)***
e) Advise the AUTHORITY as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
f) Attend the Bid opening, prepare Bid tabulation sheets, and assist AUTHORITY in evaluating Bids and recommend award of contract.

YES YES 2. Services during Construction
Upon successful completion of the Bidding, and upon concurrence from AUTHORITY, Engineer shall:

YES YES a.) *Pre-Construction Conference.* Participate in a Pre-Construction Conference (if required) prior to commencement of Work at the Site. ***((Task performed by PMC (GEC) assisted by Engineer)***

YES YES *b.)* *Change Orders.* Provide related services such as: Preparing Engineering drawings required for change orders correcting errors and omissions on the plans.

YES YES c.) *Review and approval of Shop Drawings.* Review and approve or take other appropriate action in respect to Shop Drawings and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. ***(This task will be performed by the Engineer and reviewed/managed by PMC (GEC))***

YES YES *d.)* *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

YES YES e.) *Interpretation of Intent.* The Engineer shall provide interpretation and clarification of design intent throughout the construction of the project.

(* = Task anticipated to be handled by AUTHORITY /PMC- except where identified in Attachment "D")

ATTACHMENT D

WORK AUTHORIZATION

ATTACHMENT D-1

WORK AUTHORIZATION NO. ____
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 Engineering Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and L&G Consulting Engineers, Inc. (the Engineer).

PART I. The Engineer will perform engineering design 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 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 $_____ 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 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 _____, 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 Engineering / Design Services for SH 365 Segments 0032/0034 from just West of FM 1016 to Just East of McColl Road (Sta. 986+00)".

IN WITNESS WHEREOF, this 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 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

ATTACHMENT D-2

SUPPLEMENTAL WORK AUTHORIZATION NO. ____
TO WORK AUTHORIZATION NO. ____
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 L&G Consulting Engineers, Inc. (the Engineer).

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 ENGINEER	**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 Engineer shall be paid pro rata based on the percentage of work completed. For payment the Engineer 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 Engineer shall be paid based on the type and number of units fully completed and the respective unit cost. For payment, the Engineer 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 Engineer 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

L & G Engineering
Transportation Consulting Engineers

Audited Overhead Rates Year End 2009

SH 365 / TCC - SEGMENT #1

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 11	Contract Rate FY 12	Contract Rate FY 13
Principal	$ -	$ -	$ -	$ -
Senior Project Manager	$ 72.00	$ 210.96	$ 217.29	$ 223.81
Senior Engineer	$ 60.00	$ 175.80	$ 181.07	$ 186.51
Project Engineer	$ 43.00	$ 125.99	$ 129.77	$ 133.66
Design Engineer	$ 38.00	$ 111.34	$ 114.68	$ 118.12
EIT	$ 26.00	$ 76.18	$ 78.47	$ 80.82
Senior Engineer Tech	$ 25.00	$ 73.25	$ 75.45	$ 77.71
Engineer Tech	$ 24.00	$ 70.32	$ 72.43	$ 74.60
CADD Operator	$ 21.00	$ 61.53	$ 63.38	$ 65.28
Biologist	$ 16.00	$ 46.88	$ 48.29	$ 49.73
Senior Environmental Scientist/Specialist	$ 43.00	$ 125.99	$ 129.77	$ 133.66
Environmental Secientist/ Specialist	$ 25.00	$ 73.25	$ 75.45	$ 77.71
Admin/Clerical	$ 18.00	$ 52.74	$ 54.32	$ 55.95

Audited Rate: 161.75%
Profit Rate: 12.00%

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

Percent complete to be billed.

Other Direct Expenses:	Cost
Lodging	$85/night
Meals	$36/day
Mileage	$0.55/mile
Car Rental	$60.00/Day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

Rates Approved (JG) 3/30/2011
Revision No. 3

ATTACHMENT E-2
RATE SHEETS

SEGMENT #1 - SH365/TCC PROJECT

PRIME OR SUBPROVIDER NAME: J.E. Saenz & Associates, Inc.

Fee schedule December 2009 Audited Overhead Rates

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate FY 10	Contract Rate FY 11	Contract Rate FY 12
Principal	$ 72.11	$ 240.67	$ 247.89	$ 255.33
Project Manager PM	$ 57.69	$ 192.55	$ 198.32	$ 204.27
Senior Engineer (V Struct)		$ -	$ -	$ -
Project Engineer (V Civil)	$ 51.92	$ 173.29	$ 178.49	$ 183.84
ROW Specialist	$ 28.85	$ 96.29	$ 99.18	$ 102.15
Project Engineer (III,IV Civil)	$ 40.33	$ 134.61	$ 138.64	$ 142.80
Engineering Assistant 2	$ 31.73	$ 105.90	$ 109.08	$ 112.35
GIS Technician		$ -	$ -	$ -
CADD Operator	$ 24.50	$ 81.77	$ 84.22	$ 86.75
Environmental Scientist/Specialist		$ -	$ -	$ -
Project Inspector	$ 28.85	$ 96.29	$ 99.18	$ 102.15
Admin/Clerical	$ 17.30	$ 57.74	$ 59.47	$ 61.26

Audited Overhead Rate: 198.00%
Profit Rate: 12%

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

Percent complete to be billed.

Other Direct Expenses:	Cost
Lodging	Allowable State Rate
Meals	Allowable State Rate
Mileage	Allowable State Rate
Car Rental	$60.00/Day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Color Plots	$4.00/sq ft.
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

ATTACHMENT E-2
RATE SHEETS

SEGMENT #1 - SH365/TCC PROJECT

PRIME OR SUBPROVIDER NAME: R. GUITIERREZ ENGINEERING CORPORATION

Fee schedule December 2009 Audtied Overhead Rates

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate FY 11	Contract Rate FY 12	Contract Rate FY 13
Principal	$ 108.18	$ 294.42	$ 303.26	$ 312.35
Project Manager PM	$ 62.50	$ 170.10	$ 175.20	$ 180.46
Senior Engineer (V Struct)	$ -	$ -	$ -	$ -
Project Engineer (V Civil)	$ 50.49	$ 137.41	$ 141.54	$ 145.78
ROW Specialist	$ 28.85	$ 78.52	$ 80.87	$ 83.30
Project Engineer (III, IV Civil)	$ 40.87	$ 111.23	$ 114.57	$ 118.01
Engineering Assistant 2	$ 31.25	$ 85.05	$ 87.60	$ 90.23
GIS Technician	$ 26.45	$ 71.99	$ 74.15	$ 76.37
CADD Operator	$ 28.85	$ 78.52	$ 80.87	$ 83.30
Environmental Scientist/Specialist	$ -	$ -	$ -	$ -
Porject Inspector	$ 26.44	$ 71.96	$ 74.12	$ 76.34
Admin/Clerical	$ 21.64	$ 58.90	$ 60.66	$ 62.48

Audited Overhead Rate: 143.00%
Profit Rate: 12%

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

Percent complete to be billed.

Other Direct Expenses:	Cost
Lodging	Allowable State Rate
Meals	Allowable State Rate
Mileage	Allowable State Rate
Car Rental	$60.00/Day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

ATTACHMENT E-2
RATE SHEETS

SH 365/TCC PROJECT

PRIME OR SUBPROVIDER NAME: JAVIER HINOJOSA ENGINEERING

Fee schedule December 2010 Audited Overhead Rates

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate FY 11	Contract Rate FY 12	Contract Rate FY 13
Principal	$ 90.00	$ 239.90	$ 247.10	$ 254.51
Project Manager PM	$ 65.00	$ 173.26	$ 178.46	$ 183.82
Senior Engineer (V Struct)		$ -	$ -	$ -
Project Engineer (V Civil)	$ 55.00	$ 146.61	$ 151.01	$ 155.54
ROW Specialist		$ -	$ -	$ -
Project Engineer (III,IV Civil)	$ 45.00	$ 119.95	$ 123.55	$ 127.26
Engineering Assistant 2	$ 35.00	$ 93.30	$ 96.09	$ 98.98
GIS Technician		$ -	$ -	$ -
CADD Operator	$ 30.00	$ 79.97	$ 82.37	$ 84.84
Environmental Scientist/Specialist		$ -	$ -	$ -
Project Inspector	$ 25.00	$ 66.64	$ 68.64	$ 70.70
Admin/Clerical	$ 15.00	$ 39.98	$ 41.18	$ 42.42

Audited Overhead Rate: 138.00%
Profit Rate: 12%

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

Percent complete to be billed.

Other Direct Expenses:	Cost
Lodging	Allowable State Rate
Meals	Allowable State Rate
Mileage	Allowable State Rate
Car Rental	$60.00/Day
Air Travel (Coach/Business Class)	At Cost
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Color Plots	$4.00/sq ft.
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

Direct Labor	100.00%
Overhead Rate	138.00%
Direct Labor + Overhead	238.00%
Profit Rate	12.00%
	28.56
Multiplier	2.67

ATTACHMENT E-2
RATE SHEETS

SH365/TCC Project

PRIME OR SUBPROVIDER NAME: TEDSI INFRASTRUCTURE GROUP

Fee schedule December 2009 Audited Overhead Rates

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate FY 11	Contract Rate FY 12	Contract Rate FY 13
Principal	$ 79.00	$ 246.71	$ 254.11	$ 261.73
Project Manager PM	$ 63.00	$ 196.74	$ 202.64	$ 208.72
Senior Engineer (V Civil)	$ 61.00	$ 190.50	$ 196.21	$ 202.10
Project Engineer (V Civil)	$ 45.00	$ 140.53	$ 144.75	$ 149.09
Project Engineer (III,IV Civil)	$ 40.00	$ 124.92	$ 128.66	$ 132.52
Engineering in Training	$ 35.00	$ 109.30	$ 112.58	$ 115.96
Sr Engineering Technician	$ 30.00	$ 93.69	$ 96.50	$ 99.39
CADD Operator	$ 25.00	$ 78.07	$ 80.41	$ 82.83
Admin/Clerical	$ 20.00	$ 62.46	$ 64.33	$ 66.26

Audited Overhead Rate: 178.83%
Profit Rate: 12%

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

Percent complete to be billed.

Other Direct Expenses:	Cost
Lodging	Allowable State Rate
Meals	Allowable State Rate
Mileage	Allowable State Rate
Car Rental	$60.00/Day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Color Plots	$4.00/sq ft.
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

ATTACHMENT E-2
RATE SHEETS

HIDALGO COUNTY RMA - SH365/TCC

PRIME OR SUBPROVIDER NAME: **Ergonomic Transportation Solutions Inc.**

Fee schedule December 2009 Audited Overhead Rates

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate FY 10	Contract Rate FY 11	Contract Rate FY 12
Principal	$ 50.40	$ 149.73	$ 154.23	$ 158.85
Project Manager PM	$ 50.40	$ 149.73	$ 154.23	$ 158.85
Senior Transportation Engineer	$ 35.55	$ 105.62	$ 108.78	$ 112.05
Transportation Engineer	$ 30.80	$ 91.50	$ 94.25	$ 97.08
CADD/Designer	$ 22.00	$ 65.36	$ 67.32	$ 69.34
Admin/Clerical	$ 18.00	$ 53.48	$ 55.08	$ 56.73

Audited Overhead Rate: 165.26%
Profit Rate: 12%

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

Percent complete to be billed.

Other Direct Expenses:	Cost
Lodging	Allowable State Rate
Meals	Allowable State Rate
Mileage	Allowable State Rate
Car Rental	$60.00/Day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Color Plots	$4.00/sq ft.
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

ATTACHMENT E-2
RATE SHEETS

TRMI Fee Schedule

PRIME OR SUBPROVIDER NAME: TRMI System Integration

Fee schedule January 2011 Audited Overhead Rates

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate FY 11	Contract Rate FY 12	Contract Rate FY 13
Project Manager PM	$ 130.00	$ 288.29	$ 296.94	$ 305.84
Senior Engineer (System)	$ 102.00	$ 226.20	$ 232.98	$ 239.97
Project Engineer (System)	$ 102.00	$ 226.20	$ 232.98	$ 239.97
Project Engineer (System)	$ 102.00	$ 226.20	$ 232.98	$ 239.97
Engineering Assistant	$ 79.00	$ 175.19	$ 180.45	$ 185.86
CADD Operator	$ 59.00	$ 130.84	$ 134.76	$ 138.81
Project Inspector	$ 102.00	$ 226.20	$ 232.98	$ 239.97
Admin/Clerical	$ 40.00	$ 88.70	$ 91.37	$ 94.11

Audited Overhead Rate: 98%
Profit Rate: 12%

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

Percent complete to be billed.

Other Direct Expenses:	Cost
Lodging	Allowable State Rate
Meals	Allowable State Rate
Mileage	Allowable State Rate
Car Rental	$60.00/Day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Color Plots	$4.00/sq ft.
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

ATTACHMENT E-2
RATE SHEETS

L&G Engineering Laboratory

L & G Engineering Laboratory
Geotechical • Construction Material Testing

Audited Overhead Rates Year End 2009

Labor/Staff Classification	Hourly Base Rate	Contract Rate FY 11	Contract Rate FY 12	Contract Rate FY 13
Principal	$ -	$ -	$ -	$ -
Senior Project Manager	$ 65.00	$ 238.55	$ 245.71	$ 253.08
Senior Geotechnical Engineer	$ 46.00	$ 168.82	$ 173.88	$ 179.10
Geotechnical Engineer	$ 37.00	$ 135.79	$ 139.86	$ 144.06
Design Engineer	$ 34.00	$ 124.78	$ 128.52	$ 132.38
EIT	$ 28.00	$ 102.76	$ 105.84	$ 109.02
Engineering Specialist	$ 32.00	$ 117.44	$ 120.96	$ 124.59
Junior Engineering Specialist	$ 28.00	$ 102.76	$ 105.84	$ 109.02
Engineering Tech	$ 23.00	$ 84.41	$ 86.94	$ 89.55
Junior Engineering Tech	$ 21.00	$ 77.07	$ 79.38	$ 81.76
CADD Operator	$ 19.00	$ 69.73	$ 71.82	$ 73.98
Concrete & Asphalt Technician	$ 15.00	$ 55.05	$ 56.70	$ 58.40
Soils & Aggregate Technician	$ 12.00	$ 44.04	$ 45.36	$ 46.72
Biologist	$ 16.00	$ 58.72	$ 60.48	$ 62.30
Senior Environmental Scientist/Specialist	$ 43.00	$ 157.81	$ 162.54	$ 167.42
Environmental Scientist/ Specialist	$ 25.00	$ 91.75	$ 94.50	$ 97.34
Admin/Clerical	$ 12.00	$ 44.04	$ 45.36	$ 46.72

Audited Rate: 228.08%
Profit Rate: 12%

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

Percent complete to be billed.

Other Direct Expenses:	Cost
Lodging	$85/night
Meals	$36/day
Mileage	$0.55 / mile
Car Rental	$60.00/day
Air Travel (Coach/Business Class)	**At Cost**
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

JG Approved 3-30-2011
Revision 0

ATTACHMENT E-2
RATE SHEETS

Audited Overhead Rates 2009

CONSTRUCTION MATERIAL TESTING SERVICES

Soils Testing

Moisture Content Determination	ASTM D2216 - Tex-103-E	$8.50/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$45.00/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$45.00/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$65.00/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$60.00/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$60.00/Ea.
Lime Series Testing	Tex-112-E	$400.00Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$165.00/Ea.
Standard Proctor	ASTM D 698	$160.00/Ea.
Modified Proctor	ASTM D 1557	$165.00/Ea.
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	$25.00/Ea.
Determination of Soil pH	Tex-128-E	$70.00/Ea.
Soil-Lime Testing	Tex-121-E	$140.00/Ea.
Resistivity of Soils	Tex-129-E	$85.00/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	$65.00/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	$65.00/Ea.
Sieve Analysis (Additional Sieves)	ASTM C 136 - Tex-200-F	$12.00/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$180.00/Ea.

Coarse and Fine Aggregate Quality Testing

Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	$40.00/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	$75.00/Ea.
5 Cycle Magnesium Soundness	ASTM C88 - Tex-411-A	$500.00/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	$60.00/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	*$15.00/Ea.
***(In Conjunction w/ SSD Unit Wt of Aggregates)**		
Sand Equivalent	ASTM D 2419 - Tex-203-F	$75.00/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$75.00/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	$45.00/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	$15.00/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	$75.00/Ea.

Concrete and Masonry Field and Laboratory Testing

Slump Test	ASTM C 143 - Tex-415-A	**$ no charge***
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$25.00/Ea.
Air Content (Volumetric)	ASTM C 173	$35.00/Ea.
Casting of Concrete Cylinders	ASTM C 31	**$ no charge***
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$15.00/Ea.
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192	$10.00/Ea.
Casting of Grout Prisms	ASTM C 1019	**$ no charge***
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	$30.00/Ea.
Casting of Mortar Cubes	ASTM C 780	**$ no charge***
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	$30.00/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	$200.00/Set
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	$200.00/Set
***(In Conjunction w/ Field Inspection)**		

Pavement Thickness / Asphalt Quality

Rates Approved (JG)
Revision No. 0

ATTACHMENT E-2
RATE SHEETS

Audited Overhead Rates 2009

Coring – ACP Thickness	ASTM D 3549	$55.00/Ea.
Pavement Thickness Determination (Full Depth)	ASTM	$55.00/Ea.
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	$65.00/ Set of 2
Maximum Theoretical SPG (Rice Gravity)	Tex-227-F	$90.00/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$180.00/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F – Part IV	$ 35.00/Ea.
Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-531-C	$ 75.00/Ea.

Pavement Investigation

Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis and Plasticity Index, Stabilized Subgrade Thickness and Plasticity Index

$400.00/Ea.

Engineering Review, Evaluation, Management & Administration

Test Report.....$18.00/Ea.

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

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

Expenses:

Mileage.....0.55 cents/mile

All other project specific, third-party costs will be charged at cost plus 15 percent.
Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

Rates Approved (JG)
Revision No. 0

ATTACHMENT E-2
RATE SHEETS

SCHEDULE OF FEES FOR GEOTECHNICAL SERVICES

Soil Classification Testing

Moisture Content Determination	$8.50 / Ea.
Determination of Liquid Limit of Soils	$45.00 / Ea.
Determination of Plastic Limit of Soils	$45.00 / Ea.
Atterberg Limits of Soils	$65.00 / Ea.
Bar Linear Shrinkage of Soils	$60.00 / Ea.
Sieve Analysis	
Through # 200 Sieve	$45.00 / Ea.
Finer #200 Sieve	$60.00 / Ea.
Unit Dry Weight	$35.00 / Ea.
Specific Gravity	$75.00 / Ea.

Strength / Volume Change Laboratory Testing

Unconfined Compression-Soil Shelby Tube Specimen	$50.00 / Ea.
Unconfined Compression-Rock Core Specimen	$55.00 / Ea.
Swell Test-Pressure Method	$285.00 / Ea.
Swell Test-Free Swell	$175.00 / Ea.
Consolidation Test	$475.00 / Ea.
Hydraulic Conductivity	$395.00 / Ea.

Geotechnical Field Services

Mobilization	$250.00 / Day
Stand-By Time	$175.00 / Hr.
Soil Boring / Solid Stem	$ 18.00 / Lf.
Soil Boring / Hollow Stem	$ 27.00 / Lf.
Soil Boring / Mud Rotary	$ 27.00 / Lf.
Support Truck	$ 2.00 / Mi.
Peizometer / Monitoring Well	By Quote

Expenses: Mileage.....55 cents/mile

Any project specific, third-party costs will be charged at cost plus 10 percent.
Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

ATTACHMENT "E-3"
MAXIMUM AMOUNT PAYABLE

NO.	TASK	PROJECTED HOURS	ENGINEERING FEE	% OF EST. CONSTR. COST
1	Develop 4 Lane Schematic, Drainage Studies and Utility Research[1]	14,390	$ 1,438,990.98	1.5%
2	Final Design (Development of Plans and Specifications[2]	41,031	$ 4,103,101.15	5.5%
3	Construction Administration (Shop Drawings)[2]	3,730	$ 373,009.20	0.5%
	Totals	59,151	$ 5,915,101.32	7.5%

Assumptions:

1) "Advanced Planning" construction cost for SH 365 Segment 0032 from East of McColl Rd to FM 1016 (Conway Ave.): $ 95,932,732

2) "Design" construction cost for SH 365 Segment 0032 from East of McColl Rd to FM 396 (Anzalduas Highway): $ 74,601,839

3) Average hourly rate = $100/Hour

4) Final scope of services, engineering fee and schedule will be determined in each approved work authorization.

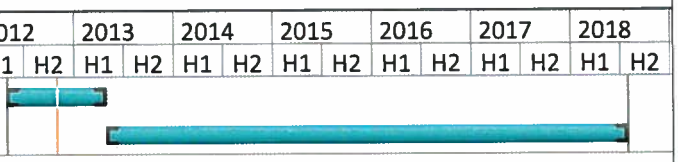
ATTACHMENT F

WORK SCHEDULE

ATTACHMENT "F"

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PROFESSIONAL ENGINEERING / DESIGN SERVICES
SH 365
WORK SCHEDULE
L&G ENGINEERING

ID	Task Name	Start	Finish
1	Work Authorization No. 1	Tue 5/1/12	Tue 4/30/13
2	Future Work Authorizations	Wed 5/1/13	Tue 7/31/18



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 Engineer 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. Engineering Firm
    - d. Water
      - i. Engineering 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 engineering 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 **12.2%** 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.

ATTACHMENT H-FG
Disadvantaged Business Enterprise (DBE)
for Federal-Aid Professional or Technical Services Contracts

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 **12.2 %** 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's 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: 12.2% Federally Funded _____
County Funded _____
Prime Provider: L&G Consulting Engineers, Inc. Total Contract Amount: $5,915,101.32
Prime Provider Info: DBE____HUB ___ Both ___
Vendor ID #:_____ 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 ***
R. Gutierrez Engineering Corporation				
B2Z Engineering				
J. E Saenz and Associates, Inc.				
Javier Hinojosa Engineering				
TEDSI Infrastructure Group				
Ergonomic Transportation Solutions, Inc.				
TRMI System Integration				
L&G Engineering Laboratory				
Subprovider(s) Contract or % of Work* Totals				

*For Work Authorization Contracts, indicate the % of work to be performed by each subprovider.

Total DBE **or** HUB Commitment Dollars $0.00 (DBE)

Total DBE **or** HUB Commitment Percentages of Contract 0% (DBE)
(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: 12.2% Prime Provider L&G Consulting Engineers, Inc.

Work Authorization (WA)#: _____ WA Amount: **$0** 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.)*
FC	**$0**
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: L&G Consulting Engineers, Inc. **Address: 2100 W. Expressway 83, Mercedes, TX 78570** **VID Number:** **PH: (956) 565-9813; FX: (956) 565-9018** **Email: jacinto@lgengineers.com**	**Name:** Jacinto Garza, P.E. ***(Please Print)*** **Title:** President **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH: (000)000-0000; FX: (000)000-0000** **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: L&G Consulting Engineers, Inc.
Work Authorization No. : _____

Original Contract Amount: **$0**
Approved Supplemental Agreements: **$0**
Total Contract Amount: **$0**
Work Authorization Amount: **$0**

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
	R. Gutierrez Engineering Corporation						
	B2Z Engineering						
	J. E Saenz and Associates, Inc.						
	Javier Hinojosa Engineering						
	TEDSI Infrastructure Group						
	Ergonomic Transportation Solutions, Inc.						
	TRMI System Integration						
	L&G Engineering Laboratory						

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: 12.2 % **OR** HUB Goal: ____%

Total Contract Amount: $5,915,101.32 Total Contract Amount: $_____

Contract Number:

Vendor ID #	Subprovider	Total $ Amount Paid to Date
	R. Gutierrez Engineering Corporation	
	B2Z Engineering	
	J. E Saenz and Associates, Inc.	
	Javier Hinojosa Engineering	
	TEDSI Infrastructure Group	
	Ergonomic Transportation Solutions, Inc	
	TRMI System Integration	
	L&G Engineering Laboratory	
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
R. Gutierrez Engineering Corporation	130 E. Park, Pharr, Tx. 78577	956-782-2557
B2Z Engineering		
J. E Saenz and Associates, Inc.	211 E. Wisconsin, Edbg, Tx. 78539	956-383-2984
Javier Hinojosa Engineering	416 E. Dove Avenue, McAllen, Tx. 78504	956-668-1588
TEDSI Infrastructure Group	1201 East Expressway 83, Mission, Tx. 78572	956-424-7898
Ergonomic Transportation Solutions, Inc.	11500 NW Freeway, Ste 491, Houston, Tx., 77092	713-956-9601
TRMI System Integration	5120 Route 209, P.O. Box 10, Accord, NY. 12404	845-626-8655
L&G Engineering Laboratory	2100 West Expressway, 83, Mercedes, Texas 78570	956-565-3813

The information must be provided and returned with the contract.

_____ _____

Signature Date

Jacinto Garza, P.E., President jacinto@lgengineers.com 956-565-9813

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

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

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

B2Z ENGINEERING, LLC (VN 23626)

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month.

Current certification information will be listed in the TUCP Directory.
The TUCP Directory website is www.txdot.gov

Tamela C. Saldana, Ph.D., Director
DBE & SBE Programs
Office of Civil Rights

ATTACHMENT I

CERTIFICATE OF INSURANCE

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 (http://www.hcrma.net/). Engineer all any subconsultants 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: L&G CONSULTING ENGINEERS, INC.

BY:_____

DATE: _____

ATTACHMENT K

DEBARMENT CERTIFICATION

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012 – 37

APPROVAL OF AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT WITH S&B INFRASTRUCTURE FOR PLANS, SPECIFICATIONS AND ESTIMATES FOR SH 365 FROM EAST OF McCOLL ROAD TO US 281/MILITARY HIGHWAY

THIS RESOLUTION is adopted this 21ST day of November, 2012 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 April 13, 2011, the Authority awarded a professional service agreement for engineering services to S&B Infrastructure (the "Consultant") for design work, including plans, specifications, and estimates, for the Trade Corridor Connector ("SH 365 TCC") and on May 2, 2012, by Resolution 2012-11, the Authority amended and restated that agreement (the "Amended and Restated Agreement") in the maximum payable amount of $4,363,952.78;

WHEREAS, pursuant to Resolution 2012-11, the Authority approved Work Authorization Number 1 under the Amended and Restated Agreement in the amount of $887,287.51;

WHEREAS, the Authority has determined it is necessary to Amend and Restate the professional service agreement with the Consultant to perform plans, specifications and estimates for the revised SH 365 project limits from East of McColl Road (Project Station 986+00) to US 281/Military Highway and to revise the DBE/HUB reporting requirements in the amount of $350,386.28;

WHEREAS, the Consultants maximum payable amount is revised from $4,363,952.78 to $4,714,339.28;

WHEREAS, Work Authorization Number 1 remains in the amount of $887,287.51;

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.

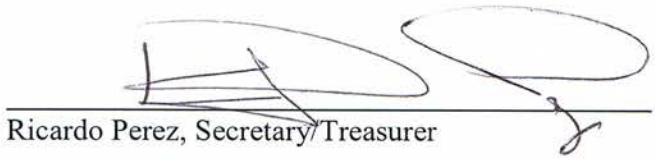
Section 2. The Board hereby approves the Amended and Restated Agreement attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Amended and Restated 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 21st day of November, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman



Ricardo Perez, Secretary/Treasurer

EXHIBIT A

AMENDED AND RESTATED PROFESSIONAL SERVICE AGREEMENT WITH S&B INFRASTRUCTURE DATED APRIL 13, 2011 AND MAY 2, 2012

STATE OF TEXAS §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING / DESIGN SERVICES

THIS CONTRACT FOR ENGINEERING SERVICES is made by and between the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter the "Authority") and S&B Infrastructure, LTD (hereinafter the "Engineer"), having its principal business address at 5408 North 10th McAllen, Texas 78504 for the purpose of contracting for engineering services (hereinafter the "Agreement").

WITNESSETH

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

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 engineering services (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 Engineer to provide preliminary engineering; including development of schematics; drainage studies; utilities; geotechnical; development of PS&E and review of shop drawings as required for the development of the Project as approved by the Authority to wit: the **STATE HIGHWAY 365 DESIGN PROJECT FOR SEGMENT 0031 FROM JUST EAST OF MCCOLL ROAD (STA. 986 + 00) TO US 281 (MILITARY HIGHWAY)** (the "Project");

NOW, THEREFORE, the Authority and the Engineer, 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 ENGINEER

1.1 The Engineer shall timely perform those engineering 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 Engineer shall perform its services to the standard of care of a reasonable engineer that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Engineer.

1.2 The Authority and the Engineer 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 Engineer. All services provided by the Engineer will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers.

ARTICLE II
AGREEMENT PERIOD

This Agreement is effective May 1, 2012 and shall terminate at the close of business on July 31, 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.

ARTICLE III
COMPENSATION

3.1 Maximum Amount Payable. The maximum amount payable under this contract is $ 4,714,399.28 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 Engineer'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 **Engineer Payment of Subproviders**. No later than ten (10) days after receiving payment from the Authority, the Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer'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 Engineer 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 Engineer 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 Engineer 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 Engineer shall submit a Final Report (Attachment H-4) to the address set forth in Attachment H.

c) The Engineer 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 Engineer 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 Engineer because of a debt owed to the Authority, the Authority shall apply all payments due the Engineer 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 Engineer 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 Engineer or any costs incurred by the Engineer 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 Engineer's responsibilities and obligations established under this Agreement.

ARTICLE VI
SIGNATORY WARRANTY

The undersigned signatory for the Engineer 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:

Engineer:	**Authority:**
S&B Infrastructure, Ltd. 5408 North 10th McAllen, Texas 78504 Attn: Daniel O. Rios, P.E. Senior Vice-President	Hidalgo County Regional Mobility Authority (HCRMA) 118 South Cage Boulevard, 4th Floor Pharr, Texas 78577 Attn: Dennis Burleson Chairman of the Board

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 Engineer 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

By: _____

Name: Pilar Rodriguez

Title: Executive Director

Hidalgo County Regional Mobility Authority

Date: 11/28/2012

ENGINEER

By: _____

Name: Daniel O. Rios, P.E.

Title: Senior Vice-President

Company: S&B Infrastructure, LTD

Date: 11/28/2012

LIST OF ATTACHMENTS TO AGREEMENT
FOR ENGINEERING 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 Engineer
D	Work Authorization Forms
D-1	Work Authorization Form for Agreement for Engineering 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	Conflict Certification
K	Debarment Certification

ATTACHMENT A
GENERAL PROVISIONS

ATTACHMENT A
GENERAL PROVISIONS

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ATTACHMENT A
GENERAL PROVISIONS

SECTION 1. WORK AUTHORIZATIONS

A. Use. The Engineer shall not begin any work until the Authority and the Engineer have signed a work authorization. Costs incurred by the Engineer 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 Engineer 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 Engineer 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 Engineer's responsibilities and obligations established in this Agreement. The Engineer 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 Engineer or any costs incurred by the Engineer relating to additional work not directly associated with the performance or prior to the execution of the work authorization. The Engineer 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 Engineer determines or reasonably anticipates that the work authorized in a work authorization cannot be completed before the specified completion date, the Engineer 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 Engineer 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 Engineer shall prepare a revised work authorization budget for the Authority's approval.

G. New Work Authorization. If the Engineer 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 Engineer for the incomplete work using the unexpended balance of the preceding work authorization for the project. If approved by the Authority, the Engineer 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 Engineer'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 Engineer 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 Engineer shall from time to time during the progress of the work confer with the Authority. The Engineer 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 Engineer, conferences shall be provided at the Engineer's office, the office of the Authority, or at other locations designated by the Authority. These conferences shall also include evaluation of the Engineer'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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer or any costs incurred by the Engineer 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 Engineer 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 Engineer 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 Engineer submits work that does not comply with the terms of this Agreement, the Authority shall instruct the Engineer 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 Engineer 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 Engineer and all documents furnished to the Engineer by the Authority shall be delivered to the Authority upon request by the Authority. The Engineer, 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 Engineer (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 Engineer nor any subprovider may charge a fee for the portion of the design plan created by the Authority.

D. Maintenance of Data. The Engineer 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 Engineer 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 Engineer 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. Engineer Resources. The Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them.

H. The Engineer 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 Engineer or any other person except with the prior approval of the Authority. All documents prepared by the Engineer and all documents furnished to the Engineer 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 Engineer 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 Engineer for use beyond the specific purpose intended will be at Authority's sole risk and without liability or legal exposure to Engineer.

SECTION 10. SUBCONTRACTING

A. Prior Approval. The Engineer 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 Engineer'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 Engineer 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 Engineer.

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. Engineer Responsibilities. No subcontract relieves the Engineer 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 Engineer or a subprovider, the Engineer 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 Engineer'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 Engineer shall be grounds for termination of the Agreement. Any additional costs to the Authority that arise from the Engineer's default, breach of Agreement, or violation of Agreement terms shall be paid by the Engineer. 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 Engineer as a consequence of failure by the Engineer 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 Engineer, by giving ten business days notice of termination in writing to the Engineer.
5. By the Authority, if the Engineer 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 Engineer. 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 Engineer 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 Engineer defaults in the performance of this Agreement or if the Authority terminates this Agreement for fault on the part of the Engineer, 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 Engineer 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 engineering 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 Engineer 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 Engineer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either it's 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 Engineer 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 Engineer to fulfill its Agreement obligations, the Authority may take over the project and prosecute the work to completion, and the Engineer shall be liable to the Authority for any additional cost to the Authority.

SECTION 15. COMPLIANCE WITH LAWS

The Engineer 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 Engineer shall furnish the Authority with satisfactory proof of its compliance therewith.

SECTION 16. INDEMNIFICATION

A. THE ENGINEER 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 ENGINEER OR OF ANY PERSON EMPLOYED OR ENGAGED BY THE ENGINEER, AND THE DEFENSE OF ANY SUCH CLAIMS, LIABILITY, ACTION, OR LOSS.

B. THE ENGINEER 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 ENGINEER, ITS AGENTS, ITS SUBCONTRACTORS, OR EMPLOYEES.

SECTION 17. ENGINEER'S RESPONSIBILITY

A. Accuracy. The Engineer 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 Engineer's responsibility for all questions arising from design 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 Engineer will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

C. Seal. The responsible Engineer shall sign, seal and date all appropriate engineering submissions to the Authority in accordance with the Texas Engineering Practice Act and the rules of the Texas Board of Professional Engineers.

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 engineer, as a second engineer, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second engineer will affix his seal to any work altered, completed, corrected, revised or added. The second engineer will then become responsible for any alterations, additions or deletions to the original design including any effect or impacts of those changes on the original engineer's design.

SECTION 18. NONCOLLUSION

A. Warranty. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer 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 engineer 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 Engineer 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 Engineer 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 two million dollars ($2,000,000) each claim and in the aggregate.

The coverage and amounts designated herein are minimum requirements and do not establish limits of the Engineer's liability. Additional coverage may be provided at the Engineer'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 Engineer 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 Engineer's name stated thereon, to be submitted prior to the beginning of the Project. The Engineer will be considered in breach of this Agreement should the Engineer 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. Engineer's Risk. The services to be provided under this Agreement will be performed entirely at Engineer's risk and Engineer 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 Engineer 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 Engineer to adhere to this policy may result in the termination of this Agreement.

SECTION 21. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS

The Engineer 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 Engineer 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 Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and services provided (hereinafter called the Records). The Engineer 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 Engineer'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 Engineer 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 Engineer, 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 Engineer 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 Engineer of the Engineer'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 Engineer 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 Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer 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 Engineer'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 Engineer under this Agreement until the Engineer complies and/or
(b) cancellation, termination, or suspension of this Agreement, in whole or in part.

(6) Incorporation of Provisions: The Engineer 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 Engineer 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 Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer 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 Engineer, 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 Engineer under this Agreement.

SECTION 25. COMPUTER GRAPHICS FILES

The Engineer 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 Engineer 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 Engineer 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 Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer in support of the services 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 Engineer 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 Engineer 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 Engineer. 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 Engineer 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 Engineer will prepare an environmental impact statement or an environmental assessment under this Agreement, the Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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, Engineer 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 HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (AUTHORITY)

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (AUTHORITY)

GENERAL

This contract will include the following items of work which may have overlap due to accelerated schedule:

APD Coordination with **AUTHORITY** for Final Environmental documentation

PS&E P.S. & E. Development

The **AUTHORITY** will provide the following general items.

1. Authorization to begin work.
2. Timely payment for work performed by the **Engineer** and accepted by the **Authority** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **Authority** may have on file concerning the project.
5. Review and approve the **Engineer**'s progress schedule with milestone activities and/or deliverables identified.
6. Provide timely review and decisions in accordance with **TxDOT's Advanced Funding Agreement for SH365** in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule identified in Exhibit C.
7. Request Project CSJ's from TxDOT.

ROUTE AND DESIGN STUDIES (FC 110)

The **AUTHORITY** will provide the following:

Design Criteria

1. Attend Design Concept Conference to approve design criteria.
2. Review/approve Design Summary Report.
3. Attend and participate in the Value Engineering Study

Schematic Update

1. Provide all design and reference files in electronic (.dgn) format for existing schematic.
2. Provide drainage layout currently on file in Arcview Format.

SOC, ECO AND ENVIRON STUDIES & PUBLIC INVOLVEMENT (FC 120)

The **AUTHORITY** will provide the Environmental Document and electronic Constraints map for the project for development of the Environmental Permits, Issues and Commitments (EPIC) sheets and any other compliance issues.

RIGHT-OF-WAY DATA (FC 130)

The **AUTHORITY** will provide the following:

1. Assist the **Engineer**, as necessary, with coordination of any utility relocations that may be required.
2. Ownership Data in a .dgn file
   a. Ownership Information shall be provided for the corridor width.
   b. All utility ownership shall be provided.
3. Parcel plats & Right-of-Way Map.
   a. A ROW map, parcel plats and field notes shall be prepared and furnished.
   b. ROW map and field notes shall be revised as required due to changes in Highway Design, Ownership Changes or Revised Parcel Numbering. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
   c. ROW map must depict all improvements affecting ROW.
   d. ROW map must meet all requirements as specified in TxDOT ROW manuals.
4. Utility Adjustments:
   AUTHORITY (TxDOT as necessary) will execute utility agreements provided by the Engineer for all required utility adjustments.
5. Survey and Stake Right-of-Way
6. Right of Entry to all affected properties located within the project limits.
7. Deliverables: Right of way Map in electronic format (.dgn).

FIELD SURVEYING AND PHOTOGRAMMETRY (FC 150)

The **AUTHORITY** will provide the following:

Deliverables:

1. Survey Control Data Sheets signed and sealed by a RPLS on mylar 11X17 sheets.
2. 2d-planimetric, 3d-digital terrain model in a Microstation (.dgn) format delivered on CD ROM media. Also to be included is the TIN file, and Geopak files utilized and/or generated by Surveyor.
3. One Hard Copy of Field Surveying Book
4. All survey information required for the development of the PS&E for the project.

DRAINAGE (FC 161)

The **AUTHORITY** will provide the following:

1. Timely review/approval of the Hydraulic Study.

MISCELLANEOUS ROADWAY (FC 163)

The **AUTHORITY** will provide the following:

1. Timely review and approval of TCP in coordination with TxDOT.
2. Provide Aesthetic plans and details for project.

MANAGEMENT (FC 164)

The **AUTHORITY** will provide the following:

1. Attend/participate in progress meetings as required.
2. Timely review of submittals as required.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

APPLICABILITY:

Wherever the following terms are used in this attachment or other contract documents, the intent and meaning will be interpreted as indicated below.

ABBREVIATIONS:

HCRMA / AUTHORITY shall mean Hidalgo County Regional Mobility Authority.
ENGINEER shall mean S&B Infrastructure, LTD.
TxDOT shall mean Texas Department of Transportation
FHWA shall mean Federal Highway Administration
IBWC shall mean International Boundary and Water Commission
USFWS shall mean United States Fish & Wildlife Service
THC shall mean Texas Historical Commission
SHPO shall mean State Highway Preservation Office
USACE shall mean United States Army Corps of Engineers
GSA shall mean General Services Administration
HCMPO shall mean Hidalgo County Metropolitan Planning Organization
FAA shall mean Federal Aviation Administration
MTP shall mean Metropolitan Transportation Plan
TIP shall mean Transportation Improvement Program
MUTCD shall mean Manual of Uniform Traffic Control Devices
AASHTO shall mean American Association of State Highway and Transportation Officials
LRFD shall mean Load & Resistance Factor Design
PS&E shall mean Plans, Specifications and Estimate
ACP shall mean Asphaltic Concrete Pavement
CSJ shall mean Control Section Job (highway project designation number)

PROJECT DESCRIPTION

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

County:	Hidalgo County, Texas
CSJ number:	3627-01-001
Project/Description:	Perform preliminary engineering including development of schematics, drainage studies, geotechnical services, utility research and development of plans, specifications, and estimates (PS&E) and shop drawing review for the SH 365 Segment 0031 from east of McColl near STA 986+00 to US 281 / Military Highway
Length:	6.0 Miles
Highway:	SH 365
Limits:	from McColl Rd near STA 986+00 to US 281 / Military Highway

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

Existing Facility: New Location

Proposed Facility: 4-lane divided controlled access toll facility

Project Classification

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

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
___ Widen Non-Freeway
X New Location Toll Freeway (The design of the tolling infrastructure is not included in the scope of this proposal)
___ New Location Non-Freeway
___ Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
ROUTE AND DESIGN STUDIES
(Task 110)

Services Provided By: Engineer	Authority		
NO	YES	1.	Route Location Studies
NO	YES	2.	Level of Service Analysis
NO	YES	3.	Traffic Evaluations and Projections
YES	YES	4.	Develop Roadway Design Criteria in accordance with Pass-Through Agreement. a. Prepare design summary report (DSR). b. Conduct Design Concept Conference.
YES	YES	5.	Preliminary Cost Estimates
YES	YES	6.	Value Engineering Study The Engineer shall be responsible for attending with the Authority one Value Engineering Study (VE Study) for the project. The VE study shall incorporate several lead disciplines along with the VE moderator to participate in a week long study. The study shall consist of the Investigation Phase, Creative Phase, Evaluation Phase, Development Phase and the Presentation Phase. The Engineer shall document the complete study in a final Value Engineering Report. Representation from TxDOT and the Authority Board (Board Members) shall be in attendance.
YES	NO	7.	Design Schematic (Update Super Two and Develop 4-Lane Schematic)
YES	NO	8.	Preliminary Right-of-Way Requirements
YES	NO	9.	Soil Core Hole Drilling
YES	NO		a. Pavement
YES	NO		b. Retaining Walls
YES	NO		c. Miscellaneous Structures
YES	NO		d. Bridges
YES	NO	10.	Obtain existing facility information. Coordinate and meet with following entities to obtain preliminary design information: TxDOT, Cities, County, HCDD#1, IBWC, Irrigation Districts, and Utility Companies.
YES	NO	11.	Schematic Layout (Revisions to Existing Schematic –Update Super Two and Develop 4-Lane Schematic) a. Layout shall include the location of interchanges, main lanes, grade separations, frontage roads and ramps. b. Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking. c. For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown. All signing shall be in conformance with the Texas MUTCD. d. The tentative ROW limits.

Services Provided By: Engineer	Authority		
		1.	Provide preliminary earthwork cross sections to verify ROW requirements utilizing GEOPAK.
		2.	Provide a graphics file containing the approved schematic.
		e.	Layout shall include the geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, bridges, and cross roads.
		f.	Indicate the current and projected traffic volumes as provided by the Authority (20 year traffic projection, unless otherwise determined by the District Engineer).
		g.	The control of access lines shall be shown on the proposed schematic.
		h.	Direction of traffic flow on all roadways.
		i.	Layout shall include the geometric of speed change (acceleration, deceleration, climbing) lanes.
		j.	The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above and in the TxDOT's checklist for schematic layout.
		k.	Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing.
		12.	Agreements and Permits
YES	YES	a.	Compensable Utility Agreements and exhibits for Utility Agreements
NO	NO	b.	Railroad Agreements
		c.	Railroad Exhibits
N/A	N/A	1.	Railroad Underpasses
N/A	N/A	2.	Railroad Overpasses
N/A	N/A	3.	Railroad Grade Crossing (Re-planking)
N/A	N/A	4.	Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A	5.	Other Miscellaneous Sketches for Railroads
YES	NO	d.	Traffic Signal Agreements (Pending warrant analysis) and required exhibits.
YES	NO	e.	IBWC License Agreement Due to the associated impacts of the floodway levee the Engineer shall be responsible for the preparation/packaging of all documents necessary for submission to the USIBWC for the license agreement. The license agreement package should include: 1) The hydraulic model, with proposed floodway impacts due to the proposed bridge structure provided by the engineer 2) THC Concurrence letter from Authority 3) USFW Concurrence letter from Authority 4) US Army Corp of Engineers concurrence letter from Authority 5) Scour Analysis provided by the engineer
YES*	YES	f.	Required Coordination for splitting the project limits (two separate CSJ's) 1) Provide all project information to HCMPO for updating the MTP and TIP. 2) Provide all project information to the environmental consultant for updating the environmental document.
YES	NO	g.	Exhibit for airway/highway clearance permits for FAA
YES	NO	h.	USACE exhibits and permits for structures that impact waters of the US and wetlands. (Fee based on 2 projected impacts)

(* = Task anticipated to be led and/or handled by the Authority)

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Task 120)

Services Provided By: Engineer	Authority		
		1.	Public Involvement
YES	YES	a.	Technical assistance in the preparation of public meeting(s)/hearing(s), and exhibit preparation.
YES	YES	b.	Assist the Environmental Consultant to respond to technical questions received during the Public Meeting/Hearing.
YES	YES	c.	Conduct stakeholder outreach meetings and prepare summaries of said meetings to provide to Authority
YES	YES	d.	Assist the Environmental Consultant in developing the PowerPoint presentation for the Public Meeting/Hearing.
YES	YES	e.	Prepare and Present the technical presentation portion of the speech.
		2.	Preparation of Environmental Permits, Issues and Commitments
YES	NO	a.	The Engineer shall develop a plan sheet to be included in the construction plans identifying the Environmental Permits, Issues & Commitments (EPIC) sheet. This plan sheet will be based on the Environmental Document provided by the Authority. The permits if required shall be obtained by the Authority.
NO	YES	b.	Preparation & Submittal of Notice of Intent (NOI)
NO	YES	c.	Preparation & Submittal of Notice of Termination (NOT) upon completion of project
NO	NO	d.	Section 4(f) evaluation, including developing the avoidance alternatives have not been identified at this point.
YES	NO	e.	Prepare exhibits on structures that impact Waters of the US and wetlands by minimizing impacts for the further coordination and eventual securing of construction permits from the USACE (Fee based on 2 projected).

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

RIGHT-OF-WAY/UTILITY DATA
(Function Code 130)

Services Provided By: Engineer	Authority	
		1. Right-of-Way Map
YES	NO	a. ROW Map submitted by the Surveyor to the Authority shall be reviewed by the Engineer on the following items: 1. Correctness of alignment and geometry 2. Correctness of control of access lines as depicted on schematic 3. Coordinate the final centerline alignment adjustment to finalize the ROW map.
NO	YES	b. Full compliance with ROW Map requirements as specified in TxDOT ROW Manuals.
YES	YES	2. Utility Adjustments (All utilities are Compensable)
YES	NO	a. The Engineer shall prepare an initial coordination letter and a project layout which will be distributed to various utility companies to determine which utilities are in the limits of the project.
YES	NO	b. The Engineer shall schedule and conduct a Utility Kick-Off meeting with TxDOT, Authority and the utility companies.
YES	NO	c. The Engineer shall prepare a Utility Conflict Tracking Matrix table.
YES	NO	d. Upon completion of the preliminary drainage plans and Utility & Drainage (U&D) sheets and Irrigation sheets, the Engineer shall distribute these sheets to the various utility companies and request identification of their lines within the project limits.
YES	NO	e. The Engineer will coordinate with the Surveyor and the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.
YES	NO	f. The Engineer shall coordinate and approve an adjustment plan and preliminary estimates for all utilities impacting the proposed project construction.
YES	NO	g. The Engineer will be responsible for preparing any and all compensable utility agreements, in compliance with TxDOT requirements, and preparation of the final adjustment letters.
YES	NO	h. A due diligence package will be provided for the Authority for their use in processing reimbursements to utility companies.
YES	NO	i. Before a construction contract for the project is let, the Engineer shall provide a utility certification for the Authority's signature to TxDOT that all utilities have been adjusted/or a timeline of adjustment.
YES	NO	3. Design of Compensable Utilities a. Irrigation Structures 1) Parallel 2) Perpendicular Crossings / Siphons 3) Irrigation Canals
N/A	NO	b. Various Pipelines

(* = Task anticipated to be led and/or handled by the Authority)

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

FIELD SURVEYING
(Task 150)

Services Provided By: Engineer	Authority		
		1.	Field Survey
YES*	YES	a.	Coordinate with Surveyor to obtain DTM data on voids and missing areas
YES*	YES	b.	Coordinate with Surveyor to obtain outfall design surveys
YES*	YES	c.	Coordinate with Surveyor to obtain utility company field ties
YES*	YES	d.	Coordinate with Surveyor to provide final alignment for the preparation of the ROW Map
YES*	YES	e.	Coordination with Surveyor to tie down geotechnical borings
YES*	YES	f.	Coordination with Surveyor to stake centerline of proposed mainlanes

(* = Task anticipated to be led and/or handled by the Authority)

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
ROADWAY DESIGN
(Task 160)

Services Provided By: Engineer	Authority	
		1. Geometric Design
YES	NO	a. Horizontal and Vertical Alignment
YES	NO	b. Geometric Layout for Plan and Profile Sheets
		1. Layout shall include the location of interchanges, main lanes, grade separations, frontage roads and ramps.
		2. Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.
		3. Layout shall include the geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, bridges, and cross roads.
		4. Direction of traffic flow on all roadways.
		5. Layout shall include the geometric of speed change (acceleration, deceleration, climbing) lanes.
YES	NO	2. General Guidelines for Project Development
		a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. Copies of the four-lane freeway schematic layout shall be submitted through the TxDOT Pharr District office to the Design Division for approval and subsequent coordination with the FHWA. No geometric design is to be performed until the Authority and TxDOT have given the engineer written approval of the preliminary schematic layout.
		b. All geometric design shall be in conformance with the latest version of the TxDOT's Standard Specification for Construction and Maintenance of Highways, Streets, and Bridges, and the Special Specification and Special Provisions related thereto, and shall conform to the latest edition and revisions of the State's Roadway Design Manual, except where variances are permitted in writing by the Authority and TxDOT.
		c. Handling of traffic during construction shall be a consideration in the development of preliminary designs.
		d. The engineer shall furnish a final cross section plot for the project, which is of utmost importance since it is the basis for contractor payments and construction staking.
YES	NO	3. Grading Design
		a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.
		b. Typical Sections
		c. Design Cross Sections for roadways and outfalls.
		d. Determine Cut and Fill Quantities for roadways and outfalls
		4. Pavement Design
YES	NO	a. Prior to initiating detailed plan preparations for a project, an investigation shall be made to design the proposed pavement structure. TxDOT's computer program "The Flexible Pavement Design System (FPS) will be utilized for this purpose.

Services Provided By: Engineer	Authority		
YES	NO		b. A typical section for the proposed pavement design of main lanes, ramps, frontage roads and intersecting streets shall include pavement thicknesses as well as pavement cross slopes, lane and shoulder widths, ACP type and Asphalt binder.
			c. Required geo-technical testing for Subgrade, salvage flexible base, recycle asphalt pavement (RAP).
YES	NO		1. Subgrade: tests will be performed for sulfate content to determine if addition of lime stabilization is a feasible method. If lime stabilization is determined to be a feasible method, a lime series test will be performed to determine the required percentage of lime. Plasticity Index (PI) of the subgrade throughout the project will also be tested to determine it's suitability of usage as embankment.
YES	NO		2. Salvage Flexible Base: Triaxial test will be performed to determine the strength of the salvage base and it's suitability to be used as a part of the proposed pavement.
YES	NO		3. Recycle Asphalt Pavement (RAP): Extraction tests will be performed on existing ACP to determine the asphalt content as well as gradations for the potential use by the contractor in the proposed ACP mix design.
NO	YES	d.	Traffic Data for Pavement Design
YES	NO	e.	Basic Pavement Design Criteria
YES	NO	f.	Life Cycle Cost Analysis (es) for flexible pavement
YES	NO	g.	Provide a full pavement design report

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

DRAINAGE
(Task 161)

Preliminary hydraulic design of all drainage structures (bridge waterways, culverts, storm sewers, channels) shall be submitted to the Authority and TxDOT for review. This preliminary submission shall include the overall drainage plan, structure layout, and hydraulic computations. No detailed design of drainage structures is to be performed, until the Authority and TxDOT have given the engineer written approval of the preliminary hydraulic design. All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the Authority and TxDOT.

Services Provided By: Engineer	Authority		
		1.	Hydrologic Studies, Discharges
YES	NO		a. Drainage area maps showing existing conditions and proposed drainage structure improvements.
YES	NO		b. Hydrologic data/discharge determination
		2.	Hydraulic Drainage Study and Documentation
			a. Hydraulic computations
YES	NO		1. Storm water detention available within the ROW
YES	NO		2. Storm water detention required outside the ROW (as per HCDD#1)
YES	NO		3. Culverts
YES	NO		4. Bridge waterways
YES	NO		5. Channels
YES	NO		6. Storm sewers/inlets
YES	NO		b. Federal Emergency Management Agency (FEMA) floodplain coordination requirements
YES	NO		c. Determine impact of proposed drainage plan on the following receiving stream(s) (1)Hidalgo County Drainage District Outfalls (2)All Irrigation District Outfalls impacted
		3.	Layout, Structural Design and Detailing of Drainage Features
			a. Culverts
YES	NO		1. New culverts
YES	NO		2. Culvert widening and/or lengthening
YES	NO		3. Culvert replacements
			b. Storm sewers
YES	NO		1. New storm sewers
YES	NO		2. Modify existing storm sewers
YES	NO		3. Inlets
YES	NO		4. Manholes
YES	NO		5. Trunk lines
YES	NO		c. Levees
YES	NO		d. Retaining Wall drainage
YES	NO		e. Outfall channel(s) within the ROW
YES	NO		f. Outfall channel(s) outside the ROW
YES	NO		g. Detention Pond(s) within the ROW (as needed)
YES	NO		h. Detention Pond(s) outside the ROW (as needed)
YES	NO		i. Summary of Quantities
YES	NO	4.	Storm Water Pollution Prevention Plan (SW3P)
YES	NO	5.	Scour Evaluation and floodway hydraulic modeling and report for TCC impacts on the IBWC floodway.
			a. Soil Properties of Floodway - D50 & D90 Sieve Analysis.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION
(Task 162)

Services Provided By: Engineer	Authority		
YES	NO	1.	Preliminary Signing and Pavement Markings (Conducted at the Schematic Level) The schematic layout in addition to the roadway related features will show: a. The number of lanes in each section of proposed highway and the location of changes in numbers of lanes b. The projected traffic volumes as provided by the Authority (20 year traffic projection) c. Proposed ROW lines d. Arrows with direction of traffic flow on all roadways e. Location of Large Ground Mounted Signs and their message f. Location of Large Bridge Mounted Signs and their message g. Location of Trailblazer Signs (type D) and their message
YES	NO	2.	Signing and Pavement Markings Layouts (Conducted at the PS&E Level & Individual sheets for Signing and Pavement Markings are Anticipated to be Required)
YES	NO		a. Boring Logs needed for design of sign foundations
YES	NO		b. General Requirements • Prepare General Notes for Signing and Pavement Markings • Prepare governing specifications and provisions • Prepare Cost Estimate • Select TxDOT standard sheets
			c. Signing and Pavement Markings Layouts (1"=100' scale) • Legend with symbols • Center line with station numbering • ROW lines • Culverts and other structures that present a hazard to traffic • Location of utilities, if not shown on plan and profile • Existing signs to remain, to be removed, to be relocated • Proposed small signs (illustrated and numbered) • Proposed Large ground mounted signs indicating location by plan layout • Proposed large overhead mounted signs indicating location by plan layout • Proposed pavement markings (illustrated and quantified) • Quantities of existing pavement markings to be removed • Proposed delineators and object markers • Quantities table with each pavement marking type quantified
YES	NO		d. Summary of Small Signs Tabulation Sheets
YES	NO		e. Summary of Large Signs Tabulation Sheets (includes all Guide Signs)
YES	NO		f. Sign Panel Detail Sheets • All signs not covered by the Texas MUTCD • Design details for large guide signs • Dimensions of letters, shields, borders, corner radii etc. • Designation of shields attached to guide signs • Designation of arrow used on exit direction signs

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION
(Task 162)

Services Provided By: Engineer	Authority		
YES	NO	1.	Preliminary Signing and Pavement Markings (Conducted at the Schematic Level) The schematic layout in addition to the roadway related features will show: a. The number of lanes in each section of proposed highway and the location of changes in numbers of lanes b. The projected traffic volumes as provided by the Authority (20 year traffic projection) c. Proposed ROW lines d. Arrows with direction of traffic flow on all roadways e. Location of Large Ground Mounted Signs and their message f. Location of Large Bridge Mounted Signs and their message g. Location of Trailblazer Signs (type D) and their message
YES	NO	2.	Signing and Pavement Markings Layouts (Conducted at the PS&E Level & Individual sheets for Signing and Pavement Markings are Anticipated to be Required)
YES	NO		a. Boring Logs needed for design of sign foundations
YES	NO		b. General Requirements • Prepare General Notes for Signing and Pavement Markings • Prepare governing specifications and provisions • Prepare Cost Estimate • Select TxDOT standard sheets
			c. Signing and Pavement Markings Layouts (1"=100' scale) • Legend with symbols • Center line with station numbering • ROW lines • Culverts and other structures that present a hazard to traffic • Location of utilities, if not shown on plan and profile • Existing signs to remain, to be removed, to be relocated • Proposed small signs (illustrated and numbered) • Proposed Large ground mounted signs indicating location by plan layout • Proposed large overhead mounted signs indicating location by plan layout • Proposed pavement markings (illustrated and quantified) • Quantities of existing pavement markings to be removed • Proposed delineators and object markers • Quantities table with each pavement marking type quantified
YES	NO		d. Summary of Small Signs Tabulation Sheets
YES	NO		e. Summary of Large Signs Tabulation Sheets (includes all Guide Signs)
YES	NO		f. Sign Panel Detail Sheets • All signs not covered by the Texas MUTCD • Design details for large guide signs • Dimensions of letters, shields, borders, corner radii etc. • Designation of shields attached to guide signs • Designation of arrow used on exit direction signs

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: Engineer	Authority		
YES	NO	g.	Proposed Overhead Sign Bridge Design (O.S.B.). Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures. Proposed O.S.B. elevation Sheets will show at a minimum the following: (Note: No walkways or sign lights will be used, since all sign panels will have high intensity reflective sheeting) • Span length • Tower Height • Drill Shaft size and top elevation • Soil strength used for design {indicate basis and boring(s) used} • Reference appropriate O.S.B. standard • Center line of truss elevation • Bottom of base plate elevation • Leg spacing • Design wind speed
		3.	Conduct Traffic Signal Warrant Studies (Conducted at the Schematic Level)
YES	NO	a.	Location Map: Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
YES	NO	b.	Photographs in the vicinity of the signal under consideration
NO	YES	c.	Accident data for the past four years at the proposed interchange locations
		d.	Vehicle volumes
YES	NO		Existing
NO	YES		Estimated
NO	YES		Projected
NO	NO		Pedestrian
YES	NO	e.	Warrant Analysis and Assessment
YES	NO	f.	Recommendations
YES	NO	4.	Traffic Signal Design (Conducted at the PS&E Level)
		a.	General Requirements • Contact Local Utility Company, conduct joint field investigation, determine service drop locations, determine need for adjustment of overhead utility lines • Prepare General Notes for Traffic signal installation • Prepare governing specifications and provisions • Prepare Cost Estimate for Traffic signal installation • Select TxDOT standard sheets
		b.	Basis of estimate sheet (list of materials)
		c.	General notes sheet
		d.	Condition diagram • Existing intersection design features • Adjacent Roadside development • Existing traffic control including illumination
		e.	Proposed Signal Plan Layouts • Existing traffic control devices that will remain (signs and markings) • Existing utilities • Proposed highway improvements

- Proposed installation
- Proposed additional traffic controls devices (signs and markings)
- Proposed illumination attached to signal poles
- Proposed controller and foundation
- Proposed service drop
- Loop detector locations and connections
- Proposed signal head orientation
- Intersection signing, pavement markings and wheel chair ramps

f. Signal Phasing and Timing
- Phase sequence diagram
- Interval timing, cycle length and offsets

g. Electrical Schedule Table
- Wire and conduit sizes by cable run
- Quantities by cable run
- Loop detector cables
- Signal cables
- Pedestrian cables
- Safety lighting cables

h. TxDOT Standard Sheets
- Signal Pole Details
- Loop Detector details
- Pull Box and conduit details
- Controller Foundation details
- Signal Pole foundation details and quantities
- Mast Arm details and quantities
- Traffic control for installation of traffic signals

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

MISCELLANEOUS (ROADWAY)
(Task 163)

Services Provided By: Engineer	Authority		
YES	NO	1.	Preliminary Roadway Illumination Requirements (Conducted at the schematic level)
			a. Determine Safety Lighting Requirements:
			(1) At Entrance Ramps (merging areas)
			(2) At Exit Ramps (diverging areas)
			(3) At Overpasses (Underpass Lighting)
			(4) At Critical Locations where safety is an issue
			b. Calculate Preliminary Quantities and Cost Estimate for Roadway Illumination
YES	NO	2.	Final Roadway Illumination Design (Conducted at the PS&E Level) (Safety Lighting)
YES	NO		a. Geotechnical Report with Boring Logs required for foundation design
YES	NO		b. General Requirements
			1. Develop wiring connections
			2. Calculate voltage drops
			3. Contact Local Utility Company, conduct joint field investigation, determine power requirements and sources for each circuit
			4. Prepare General Notes for Roadway Illumination
			5. Prepare governing specifications and provisions
			6. Prepare Cost Estimate for Roadway Illumination
			7. Select TxDOT standard sheets
YES	NO		c. Safety Roadway Illumination layouts (1"=100' scale) showing:
			1. Pavement edges, shoulders, curbs, retaining walls, etc.
			2. Center line with station numbering.
			3. ROW lines.
			4. Symbol legend. Use TxDOT standard symbols for lighting and electrical design.
			5. Culverts and other structures that present a hazard to traffic.
			6. Location of underground utilities, if not shown on plan profile.
			7. Location of overhead electrical lines, both crossing and parallel to ROW.
			8. Existing lighting equipment to remain, to be removed, to be relocated.
			9. Location of proposed roadway lighting equipment.
			10. Lighting Equipment Table showing, station and offset of proposed lighting fixtures, light intensity, lighting pattern.
			11. Lighting Quantities Table
YES	NO		d. Circuit Diagrams, showing:
			1. Service drop details
			2. Control panel details
			3. Lighting equipment
			4. Wiring connections
			5. Proposed conductor sizes and lengths
			6. Proposed conduits
			7. Proposed Ground Boxes
YES	NO		e. Continuous Illumination and/or high-mast
YES	NO		f. Quantities Summary Table
YES	NO		g. Electrical Service Summary Sheet
NO	NO		h. Continuous Illumination Design
YES	NO		i. Continuous Illumination Design Study
		3.	Retaining Walls
			a. Structural Details
NO	NO		1. Cast-in-Place Cantilever.
NO	NO		2. Tieback Retaining Wall.
NO	NO		3. Specialized Retaining Wall.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: Engineer	AUTHORITY	
		b. Alternate Patented Retaining Walls at all locations. (Layouts Only)
YES	NO	(1) Mechanically Stabilized Earth
NO	NO	(2) Concrete Block Wall Systems
YES	NO	c. Retaining Wall Layout (PLAN)
		(1) Designation of reference line
		(2) Beginning and ending retaining wall stations
		(3) Station of each retaining wall joint (if necessary based on wall type)
		(4) Offset from reference line
		(5) Horizontal curve data
		(6) Number of retaining wall panels and lengths (if necessary based on wall type)
		(7) Total length of wall
		(8) Indicate face of wall
		(9) All wall dimensions and alignment relations (alignment data as necessary)
		(10) Soil core hole locations
YES	NO	d. Retaining Wall Layout (ELEVATION)
		(1) Top of wall elevations at each joint or intervals
		(2) Existing and finished ground line elevations
		(3) Height of stem at each joint (if necessary based on wall type)
		(4) Wall panel designations (if necessary based on wall type)
		(5) Top of footing elevations (if necessary based on wall type)
		(6) Limits of measurement for payment
		(7) Type, limits and anchorage details of railing (If applicable)
		(8) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
YES	NO	e. Foundation Studies. The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments.
YES	NO	f. Slope Stability Analysis.
YES	NO	g. Embankment Foundation Stability Analysis
YES	NO	h. Embankment Settlement Analysis
YES	NO	i. Estimate
YES	NO	j. Summary of Quantities
YES	NO	k. Typical cross section.
YES	NO	l. General Guidelines for Retaining Walls
		(1) The engineer shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation.
		(2) The ground water level should be observed at the water strike.
		(3) For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.
YES	NO	4. Traffic Control Plan, Detours and Sequence of Construction
		Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:
		a. General Notes indicating the requirement and sequence of construction phasing.
		b. The sequence of construction and method of handling traffic during each phase.

Services Provided By:
Engineer AUTHORITY

c. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
d. The proposed traffic control devices (stop signs, signals, flagging, etc.) at grade intersections during each construction sequence.
e. Where detours are provided, a plan view and typical sections shall be shown.

5. Miscellaneous Drafting/Standards

YES NO a. Erosion Control
YES YES b. Hardscape Development (Aesthetics for concrete structures - form liners at bridge, caps columns bents and retaining walls).

YES NO 6. Compute and Tabulate Quantities

YES NO 7. Specifications, Special Provisions, Special Specifications
a. Use the TxDOT standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the TxDOT's format and, to the extent possible, incorporate references to approved State test procedures.

YES YES 8. Tolling Infrastructure
a. From the Preliminary Tolling Gantry locations identified by the AUTHORITY prepare plans that identify conduit layouts and pull boxes with respect to the pavement sections, ditch cross sections, and right of way lines. The conduit layouts within the pavement structure shall be shown to be placed within a concrete pavement section. All other Tolling appurtenances (Supports, foundations, wiring, cameras, buildings etc.) will be provided by the AUTHORITY.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
BRIDGE DESIGN
(Task 170)

Services Provided By: Engineer	Authority		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structures	
NO	NO	1. Underpass ()	0
YES	NO	2. 10TH Street; Overpasses (2 Each) Jackson Road; I Road; US 281, Dicker Road and Anaya Road (1)	11
N/A	N/A	3. Main Lanes	0
N/A	N/A	4. Direct Connector(s)	0
N/A	N/A	5. Ramp Bridge(s)	0
YES	NO	6. Waterway Structure(s) (Pharr San Juan Canal)	2
N/A	N/A	7. Pedestrian Structure(s)	0
N/A	N/A	8. Utility Structure(s)	0
N/A	N/A	9. Railroad Underpass (es)	0
N/A	N/A	10. Railroad Overpass (es) (FM 1016/UP, UP)	0
N/A	N/A	11. Bridge Classification Culvert(s)**	0
N/A	N/A	12. Alternate Structural Designs	0
N/A	N/A	13. Alternate Foundation Design	
		Total New Structures =	**13**
		b. Existing Structure(s)	0
NO	NO	1. Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	0
NO	NO	2. Bridge Replacement	0
NO	NO	3. Raising Bridge Elevation	0
NO	NO	4. Bridge Classification Culvert (s) Widening and/or Modification of Existing Structures (s)	0 0
N/A	N/A	5. Railroad Overpass (es)	0
N/A	N/A	6. Railroad Underpass (es)	0
		Total Existing Structures =	**0**

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

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: Engineer	Authority		
YES	NO	2.	Preparation of Bridge Layouts The Engineer will prepare the bridge layouts in compliance with the latest TxDOT Pharr District bridge layout checklist.
YES	NO	3.	Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
YES	NO	4.	Foundation Studies The minimum number of soil core holes shall be obtained in accordance with Chapter 2, Section 1 of the TxDOT Bridge Geotechnical Manual. Texas Cone Penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (5 foot) intervals.
YES	NO	5.	Bridge Total Quantities and Cost Estimates (each bridge)
YES	NO	6.	Bridge Special Provisions and Specifications (each bridge)
YES	NO	7.	Bearing seat elevations for each girder. Top of cap elevations for non-girder type structures.
YES	NO	8.	General Guidelines for Bridge Design a. The engineer shall prepare a bridge layout of each bridge structure for Authority and TxDOT's review and approval. The bridge layout shall be in conformance with the latest TxDOT's requirements. b. The engineer shall make final design calculations and final detail drawings in conformance with the Texas Department of Transportation Bridge Design Manual - LRFD, the current American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications, and the TxDOT Bridge Geotechnical Manual. c. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection. d. Standard drawings for beams, girders, railings, riprap, etc., shall be furnished to the engineer upon request. These standards shall not be redrawn by the engineer nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the engineer shall not be identified as standards. e. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the Engineer at no cost to the Authority.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT MANAGEMENT
(Task 164)

Services Provided By: Engineer	Authority		
YES	YES	1.	Meetings Meetings will be held with the Authority, as needed or required by the Authority. The engineer shall coordinate through the Authority for the development of this project with any local entity having jurisdiction or interest in the project (i.e. Authority, county, etc).
YES	YES	2.	Project Manager/Engineer Communication Engineer shall comply with all requirements stated in the Pass-Through Agreement between Authority and TxDOT. However, no further coordination with TxDOT will be required.
YES	YES	3.	Quality Assurance/ Quality Control The Engineer shall perform quality assurance and quality control (QA/QC) on all deliverables associated with this project as follows: a) The Project Manager will continually review the quality, progress and cost of the various tasks assigned to all firms within the team. Quality review will include technical requirements. b) Peer review will be provided at all levels. c) An independent engineer, within the Engineer's firm, will assure that the project constructability requirements (details, specifications, plan notes, etc.) are met.
YES	YES	4.	Submittals to Authority for review and approval a) When 30% and final design is completed the Engineer shall submit all the required design information as specified on the Pass-Through Agreement to Authority for review and approval. b) Final documents and information exchange of data, Plan Sheets, General Notes and/or Specifications provided to the Authority shall be furnished on a USB flash drives. Each flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation. General Notes and specifications shall be provided in MS Office 2007 Word format or later. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall be provided during review submittals. If required, the engineer shall provide to the Authority, an external hard drive that contains all the plan sheets for the project.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
CONSTRUCTION MANAGEMENT
(Task 320)

Services Provided By: Engineer	Authority		
NO*	YES	1.	Construction Bidding Assistance After acceptance by Authority of the Bidding Documents and upon written authorization by Authority to proceed, Engineer shall: a) Assist Authority in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued. b) Attend Pre-bid Conference c) Develop Addenda for Authority as appropriate to clarify, correct, or change the Bidding Documents. d) Provide Project design information or assistance needed by Authority in the course of the bid submittal with prospective contractors. e) Advise the Authority as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents. f) Attend the Bid opening, prepare Bid tabulation sheets, and assist Authority in evaluating Bids and recommend award of contract.
		2.	Services during Construction Upon successful completion of the Bidding, and upon concurrence from Authority, Engineer shall:
YES*	YES		a. *Pre-Construction Conference*. Participate in a Pre-Construction Conference (if required) Prior to commencement of Work at the Site. ***((Task performed by PMC GEC) assisted by Engineer)***
YES	YES		b. *Change Orders*. Provide related services such as: Preparing Engineering drawings required for change orders correcting errors and omissions on the plans.
YES	YES		c. *Review and approval of Shop Drawings:* Review and approve to take appropriate action in respect to Shop Drawings and other data which Contractor is required to submit but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. ***This task will be performed by the Engineer and review/managed by PMC (GEC).***
YES	YES		d. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute "or-equal". Materials and equipment proposed by Contractor.
YES	YES		e. *Interpretation of Intent.* The Engineer shall provide interpretation and clarification of design intent throughout the construction of the project.

(* = Task anticipated to be handled by Authority / PMC – except where identified in Attachment "D")

ATTACHMENT D

WORK AUTHORIZATION

ATTACHMENT D-1

WORK AUTHORIZATION NO. ____
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 Engineering Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and S&B Infrastructure, LTD (the Engineer).

PART I. The Engineer will perform engineering design 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 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 $_____ 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 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 _____, 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 Engineering / Design Services for SH 365 (Segment 0031) from East of McColl Road (Sta. 986+00) to US 281(Military Highway)".

IN WITNESS WHEREOF, this 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 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

ATTACHMENT D-2

SUPPLEMENTAL WORK AUTHORIZATION NO. ____
TO WORK AUTHORIZATION NO. ____
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 S&B Infrastructure, LTD (the Engineer).

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

ATTACHMENT E

RATE SHEETS

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 Engineer shall be paid pro rata based on the percentage of work completed. For payment the Engineer 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 Engineer shall be paid based on the type and number of units fully completed and the respective unit cost. For payment, the Engineer 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 Engineer 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

FEE SCHEDULE

S&B Infrastructure, LTD

Direct Labor

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
Principal JR	$100.00	$290.45
Project Manager	$80.00	$232.36
Senior Structural Engineer	$55.00	$159.75
Senior Engineer	$60.00	$174.27
Environmental Specialist	$49.52	$143.83
Project Engineer	$42.75	$124.17
Design Engineer	$40.00	$116.18
Engineer In Training (EIT)	$26.00	$75.52
Senior Engineering Tech	$35.00	$101.66
Engineer Tech	$30.00	$87.14
Construction Inspector	$24.00	$69.71
Records Keeper	$28.00	$81.33
CADD Operator	$22.25	$64.63
Admin/Clerical	$19.00	$55.19
Negotiated Overhead Rate:**259.33%** Negotiated Profit Rate: **12.0%** Multiplier: **2.9045**	Contract Rates include labor, overhead, and profit All rates are negotiated rates and are not subject to change or adjustment.	

Attachment E-2
Rate Sheets

FEE SCHEDULE

Martin Y. Hsu, PE, CVS & Associates, Inc.

Direct Labor

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
Principal	$65.52	$190.79
CVS/PE Team Leader	$65.52	$190.79
Technical Writer/Proof Reader	$28.39	$82.67
Admin/Clerical	$19.12	$55.68
Negotiated Overhead Rate:**260.00%** Negotiated Profit Rate: **12.0%** Multiplier: **2.912**	Contract Rates include labor, overhead, and profit All rates are negotiated rates and are not subject to change or adjustment.	

DL, INC.
DOS LOGISTICS, INC.

CORPORATE OFFICE

FEE SCHEDULE

Direct Labor

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
Principal	$78.74	$249.00
Project Manager	$69.57	$220.00
Senior Engineer	$63.24	$200.00
Project Engineer	$54.39	$172.00
Senior Designer	$47.11	$149.00
Tech III	$27.19	$86.00
Clerical	$22.77	$72.00
Construction Inspector	$31.30	$99.00
Negotiated Overhead Rate: 1.75 Negotiated Profit Rate: 15% Multiplier: 3.1625		

Attachment E-2

Rate Sheets

FEE SCHEDULE

SALIINAS ENGINEERING & ASSOCIATES

Direct Labor

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
Principal	$60.00	$ 143.88
Project Manager	$60.00	$ 143.88
Senior Structural Engineer	$50.00	$ 119.90
Senior Engineer	$50.00	$ 119.90
Environmental Specialist	$36.00	$ 86.32
Project Engineer	$40.00	$ 95.92
Design Engineer	$36.00	$ 86.32
Engineer in Training (EIT)	$30.00	$ 71.94
Senior Engineering Tech	$30.00	$ 71.94
Engineer Tech	$26.00	$ 62.35
CADD Operator	$20.00	$ 47.96
Admin/Clerical	$14.00	$ 33.57
Negotiated Overhead Rate: 214.1% Negotiated Profit Rate: 12.0% Multiplier: 2.398 (with raw labor)	Contract Rates include labor, overhead, and profit All rates are negotiated rates and are not subject to change or adjustment.	

Attachment E-2

Rate Sheets

HIDALGO COUNTY RMA
TCC PROJECT
Rates

PRIME PROVIDER NAME: S&B Infrastructure
SUBPROVIDER NAME: TEDSI Infrastructure Group, Inc.

Fee Schedule December 2009 Audited Overhead Rates

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate FY 11	Contract Rate *FY 12	Contract Rate *FY 13
Sr. Project Manager/QA/QC Manager	$ 63.00	$ 196.74	$ 202.64	$ 208.72
Project Manager PM	$ 61.00	$ 190.50	$ 196.21	$ 202.10
Senior Engineer (V Civil)	$ 57.00	$ 178.01	$ 183.35	$ 188.85
Project Engineer (V Civil)	$ 45.00	$ 140.53	$ 144.75	$ 149.09
Project Engineer (III,IV Civil)	$ 40.00	$ 124.92	$ 128.66	$ 132.52
Engineering in Training	$ 35.00	$ 109.30	$ 112.58	$ 115.96
Sr Engineering Technician	$ 30.00	$ 93.69	$ 96.50	$ 99.39
CADD Operator	$ 25.00	$ 78.07	$ 80.41	$ 82.83
Admin/Clerical	$ 20.00	$ 62.46	$ 64.33	$ 66.26
Audited Overhead Rate: 178.83% Profit Rate: 12%	Contract Rates include labor, overhead, and profit. Contract Rates to be used to derive lump sum totals. All rates are negotiated rates and are not subject to change or adjustment. *Rates per year are ajusted for cost of living increase at 3%			

Percent complete to be billed.

Other Direct Expenses:	Cost
Lodging	Allowable State Rate
Meals	Allowable State Rate
Mileage	Allowable State Rate
Car Rental	$80.00/Day
Air Travel (Coach/Business Class)	At Cost
8 1/2" X 11" copies	$.15/sheet
11" X 17" copies	$0.25/sheet
11" X 17" Mylar	$2.00/sheet
Color Plots	$4.00/sq ft.
Overnight Mail - Letter Size	At Cost
Overnight Mail - Oversized Box	At Cost

Attachment E-2

Rate Sheets

FEE SCHEDULE

Terracon Consultants, Inc.
1506 Mid-Cities Drive
Pharr, Texas 78577
(956) 283-8254

Direct Labor

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
Project Manager	$39.90	$137.82
Project Engineer	$30.53	$105.45
Staff Engineer	$25.24	$87.18
Field Coordinator	$20.37	$70.36
Project Administrator	$19.59	$67.67
Engineering Technician	$13.25	$45.77
CADD Technician	$13.00	$44.90
Field Boring Loggers (s)	$12.00	$41.45
Admin/Clerical	$11.63	$40.17
Negotiated Overhead Rate:**308.40%** Negotiated Profit Rate: **12.0%** Multiplier: **3.45**	Contract Rates include labor, overhead, and profit All rates are negotiated rates and are not subject to change or adjustment.	

Attachment E-2

Rate Sheets

FEE SCHEDULE

TRMI Fee Schedule

PRIME OR SUBPROVIDER NAME: TRMI System Integration

Fee schedule January 2011 Audited Overhead Rates

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate FY 11	Contract Rate FY 12	Contract Rate FY 13
Project Manager PM	$ 130.00	$ 288.29	$ 298.94	$ 305.84
Senior Engineer (System)	$ 102.00	$ 226.20	$ 232.98	$ 239.97
Project Engineer (System)	$ 102.00	$ 226.20	$ 232.98	$ 239.97
Project Engineer (System)	$ 102.00	$ 226.20	$ 232.98	$ 239.97
Engineering Assistant	$ 79.00	$ 175.19	$ 180.45	$ 185.86
CADD Operator	$ 59.00	$ 130.84	$ 134.76	$ 138.81
Project Inspector	$ 102.00	$ 226.20	$ 232.98	$ 239.97
Admin/Clerical	$ 40.00	$ 88.70	$ 91.37	$ 94.11

Audited Overhead Rate: 98%
Profit Rate: 12%

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

Percent complete to be billed.

Other Direct Expenses:	Cost
Lodging	Allowable State Rate
Meals	Allowable State Rate
Mileage	Allowable State Rate
Car Rental	$60.00/Day
Air Travel (Coach/Business Class)	At Cost
8 1/2" X 11" copies	$1.00/sheet
11" X 17" copies	$1.50/sheet
11" X 17" Mylar	$2.00/sheet
Color Plots	$4.00/sq ft.
Overnight Mail - Letter Size	$15.00/Each
Overnight Mail - Oversized Box	$25.00/Each

Attachment E-2

Rate Sheets

FEE SCHEDULE

UNINTECH CONSULTING ENGINEERS, INC.

Direct Labor

Labor/Staff Classification	Negotiated Hourly Base Rate	Contract Rate
Principal	$72.52	$195.00
Project Manager	$61.36	$165.00
Senior Structural Engineer	$61.36	$165.00
Senior Engineer	$61.36	$165.00
Project Engineer	$48.35	$130.00
Design Engineer	$37.19	$100.00
Engineer In Training (EIT)	$37.19	$100.00
Senior Engineering Tech	$27.89	$75.00
Engineer Tech	$24.17	$65.00
CADD Operator	$24.17	$65.00
Admin/Clerical	$16.73	$45.00
Negotiated Overhead Rate:**240.07%** Negotiated Profit Rate: **12.0%** Multiplier: **2.689**	Contract Rates include labor, overhead, and profit All rates are negotiated rates and are not subject to change or adjustment.	

Attachment E-2

Rate Sheets

Other Direct Expenses
Applicable to Provider and Subproviders

Type	Unit	Fixed Cost	Maximum Cost
Visual Classification	each	$3.00	--
Moisture Content	each	$6.00	--
Unit weight	each	$10.00	--
Unconfined Compression	each	$45.00	--
Sieve Analyses	each	$35.00	--
Hydrometer	each	$75.00	--
Atterberg limits	each	$60.00	--
Permeability	each	$225.00	--
Consolidation	each	$425.00	--
Gradation	each	$75.00	--
Triaxial Test (CU)	each	$250.00	--
Triaxial Test (CD)	each	$450.00	--
Standard Proctor	each	$200.00	--
Drilling - truck rig-Mob	lump sum	$1,500.00	--
Drilling - truck rig-	hour	$150.00	--
CPT rig- Mob	lump sum	$1,500.00	--
CPT rig	hour	$225.00	--
Daily Mob	each	$300.00	--
Security	day	$350.00	--
Lodging/Hotel (taxes/fees not included)	day/person	--	current state rates
Meals	day/person	--	current state rates
Mileage	mile	current state rate	--
Car Rental	day	--	$75.00
Air Travel	Rd trip/person	--	$350.00
Backhoe Rental	day	$700.00	--
Blueline Prints (23" x 36")	each	$3.00	--
Blueline/Blackline Prints (22" X 34")	sheet	$2.00	--
Boat with Motor	day	$50.00	--
CDs	each	$3.00	--
Certified Deed Copies	sheet	$10.00	--
Courier Services	each	$20.00	--
Curator (Drawer & TX Archaeological ResearchLab for artifacts & report	per project	--	$1,600.00
Deed Copies	sheet	$1.50	--
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	day	$10.00	--

Attachment E-2

Rate Sheets

Film - 24 Exp Roll	roll	$8.00	--
Film Processing - 24 Exp Roll	roll	$10.00	--
4 X 6 Digital Color Print	picture	$1.00	--
GPS Receiver	hour	$50.00	--
GPS Receiver (RTK)	hour	$45.00	--
GPS Receiver (Static)	hour	$25.00	--
Hazardous Materials Database Search	per search	$500.00	--
Historical Aerial Images	unit	$70.00	--
Map Records	sheet	$20.00	--
MicroStation CADD system w/plotter	hour	$16.00	--
Mylar (8.5" X 11")	sheet	$1.50	--
Mylar (11" x 17")	sheet	$2.00	--
Mylar (22" x 34")	sheet	$15.00	--
Overnight Mail –letter size	each	$15.00	--
Overnight Mail – oversized box	each	$38.00	--
Parking	day	$10.00	--
Photocopies B/W (8.5" X 11")	each	$0.10	--
Photocopies B/W (11" X 17")	each	$0.25	--
Photocopies Color (8.5" X 11")	each	$0.65	--
Photocopies Color (11" X 17")	each	$1.20	--
Black and White Photographic Prints (8" x 10")	square foot	$14.00	--
Plots (B/W on Bond)	square foot	$1.00	--
Plots (Color on Bond)	square foot	$3.00	--
Plots (Color on Photographic Paper)	square foot	$6.00	--
Required TARL Archaeology Site Form Fees	each	$25.00	--
Type II – R.O.W. Marker (M-92)	each	$15.00	--
Panel Points (Material Only)	square foot	$2.00	--
Ground Penetrating Radar (GPR)	hr	$30.00	—
Mobilization/Demobilization (Vacuum Excavation Truck)	trip	$2,000.00	—
Complex Traffic Control Set Up	each	—	$3,000.00

Profit not allowed on Other Direct Expenses. Costs included in overhead will not be reimbursed as other direct expenses.

ATTACHMENT "E-3"
MAXIMUM AMOUNT PAYABLE

NO.	TASK	PROJECTED HOURS	ENGINEERING FEE	% OF EST. CONSTR. COST
1	Develop 4 Lane Schematic, Drainage Studies and Utility Research[(1)]	9,429	$ 942,879.86	1.5%
2	Final Design (Development of Plans and Specifications[(1)]	34,572	$ 3,457,226.14	5.5%
3	Construction Administration (Shop Drawings)[(1)]	3,143	$ 314,293.29	0.5%
	Totals	47,144	$ 4,714,399.28	7.5%

Assumptions:

1) "Advanced Planning" to "Design" construction cost for SH 365 from US 281 to East of McColl Rd (SH 365 Segment 0031) $ 62,858,657

2) Average hourly rate = $100/Hour

3) Final scope of services, engineering fee and schedule will be determined in each approved work authorization.

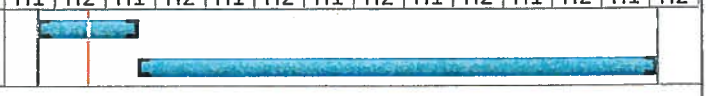
ATTACHMENT F

WORK SCHEDULE

ATTACHMENT "F"

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PROFESSIONAL ENGINEERING / DESIGN SERVICES
SH 365
WORK SCHEDULE
S&B INFRASTRUCTURE, LTD

ID	Task Name	Start	Finish
1	Work Authorization No. 1	Tue 5/1/12	Tue 4/30/13
2	Future Work Authorizations	Wed 5/1/13	Tue 7/31/18



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 Engineer 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. Engineering Firm
    - d. Water
        - i. Engineering 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 engineering 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 (AUTHORITY) 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 **12.2%** 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.

ATTACHMENT H-FG
Disadvantaged Business Enterprise (DBE)
for Federal-Aid Professional or Technical Services Contracts

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 (AUTHORITY) 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 **12.2 %** 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.

ATTACHMENT H-SG (NOT APPLICABLE)

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: 12.2% Federally Funded _____
County Funded _____
Prime Provider: S&B INFRASTRUCTURE, LTD Total Contract Amount: **$4,714,399.28**
Prime Provider Info: DBE____HUB ___ Both ___
Vendor ID #:_____ 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 ***
S&B Infrastructure, LTD				
Martin Y. HSU, PE, CVS & Associates, Inc.				
DOS Logistics, Inc.				
Salinas Engineering & Associates, Inc.				
TEDSI Infrastructure Group, Inc.				
Terracon Consultants, Inc.				
TRMI System Integration				
Unintech Consulting Engineers, Inc.				
Subprovider(s) Contract or % of Work* Totals				

*For Work Authorization Contracts, indicate the % of work to be performed by each subprovider.

Total DBE **or** HUB Commitment Dollars $0.00 (DBE)

Total DBE **or** HUB Commitment Percentages of Contract 0% (DBE)
(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: _____ and attach with the work authorization or supplemental work authorization.***

Contract #: _____ Assigned Goal: 12.2% Prime Provider S&B Infrastructure, LTD

Work Authorization (WA)#: _____WA Amount: **$0** 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.)*
FC	**$0**
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: S&B Infrastructure, LTD **Address: 5408 North 10th Street, McAllen, Texas 78504** **VID Number:** **PH: (956) 926-5000; FX: (956) 994-0427** **Email: dorios@sbinfra.com**	**Name:** Daniel O. Rios, P.E. ***(Please Print)*** **Title:** Senior Vice-President **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH: (000)000-0000; FX: (000)000-0000** **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: S&B INFRASTRUCTURE, LTD
Work Authorization No.: _____

Original Contract Amount: $0
Approved Supplemental Agreements: $0
Total Contract Amount: $0
Work Authorization Amount: $0

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
	Martin Y. HSU, PE, CVS & Associates, Inc.						
	DOS Logistics, Inc.						
	Salinas Engineering & Associates, Inc.						
	TEDSI Infrastructure Group, Inc.						
	Terracon Consultants, Inc.						
	TRMI System Integration						
	Unintech Consulting Engineers, Inc.						

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: 12.2 % **OR** HUB Goal: ____%

Total Contract Amount: **$0** Total Contract Amount: $_____

Contract Number:

Vendor ID #	Subprovider	Total $ Amount Paid to Date
	Martin Y. HSU, PE, CVS & Associates, Inc.	
	DOS Logistics, Inc.	
	Salinas Engineering & Associates, Inc.	
	TEDSI Infrastructure Group, Inc.	
	Terracon Consultants, Inc.	
	TRMI System Integration	
	Unintech Consulting Engineers, 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
Martin Y. HSU, PE, CVS & Associates, Inc.	8701 Wellington Road, Irving 75063	
DOS Logistics, Inc.	1002 E Expressway 83 Weslaco, TX 78596	(956) 968-8800
Salinas Engineering & Associates, Inc.	2221 Daffodil Ave, McAllen, TX 78501	(956) 682-9081
TEDSI Infrastructure Group, Inc.	1201 E. Expressway 83, Mission, Tx 78572	(956) 424-7898
Terracon Consultants, Inc.	1506 Mid-Cities Drive Pharr, TX 78577	(956) 283-8254
TRMI System Integration	PO Box 10, 5120 Route 209, Accord, NY 12404	(845) 626-8655
Unintech Consulting Engineers, Inc.	2431 East Evans, San Antonio, Tx. 78259	(210) 641-6003

The information must be provided and returned with the contract.

_____ _____

Signature Date

Daniel O. Rios, P.E., Sr. Vice-President dorios@sbinfra.com 956-926-5000

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

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

DOS LOGISTICS, INC. (VN 23031)

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month.

Current certification information will be listed in the TUCP Directory. The TUCP Directory website is www.txdot.gov

Dave R. Tovar, PHR, Interim Director
DBE & SBE Programs Section
Office of Civil Rights

Texas Department of Transportation
DEWITT C. GREER STATE HIGHWAY BLDG. • 125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • (512) 463-8585

June 8, 2011

Mr. James Aranda, President
Aranda and Associates, Inc.
1552 Dove Avenue
McAllen, TX 78504

Dear Mr. Aranda:

This refers to your Disadvantaged Business Enterprise (DBE) - Annual Update Affidavit received by this office. Your business continues to be certified effective your anniversary month, for those areas of work already approved. If you wish to change the area of work, a written request must be sent to this office.

Your certification does not automatically expire, however, your business must be reviewed annually. You will be notified when the next review is due. Please be sure to notify this office immediately of any changes of address, business status, phone number(s) or ownership in your firm. Your cooperation in this matter would be most appreciated.

If your firm obtains a Federally-assisted contract with agencies in the Texas Unified Certification Program, your firm must perform a Commercially Useful Function (CUF) on the contract. A firm performs a CUF when it is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved. A firm is also responsible for negotiating price, determining quality and quantity, ordering, paying for and installing (where applicable) the materials and supplies needed to accomplish the contract. If you should have any questions concerning the Texas Unified Certification Program, please contact Jerry Jackson, MCA of this office toll-free at 1-866-480-2518.

Texas Unified Certification Program
TUCP

Sincerely,

Tamela C. Saldana, Ph. D., Director
DBE and SBE Programs
Office of Civil Rights

NOTE: The TUCP includes the City of Austin, Corpus Christi Regional Transportation Authority, City of Houston, North Central Texas Regional Certification Agency, and South Central Texas Regional Certification Agency.

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

ARANDA & ASSOCIATES, INC. (05621)

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

ATTACHMENT I

CERTIFICATE OF INSURANCE

S&BINFR-01 LISA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2011

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 License # 7570
ProTECH Insurance Agency, Inc.
3120 Southwest Freeway, #100
Houston, TX 77098-4520

CONTACT NAME:
PHONE (A/C, No, Ext): (713) 520-1090 FAX (A/C, No): (713) 529-7505
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co	16535
INSURER B : Steadfast Insurance Co	26387
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
S & B Infrastructure, Ltd.
P.O. Box 266245
Houston, TX 77207-6245

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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X	X	GLO 3729647-07	1/1/2012	1/1/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,00 $ 1,000,00 $ 10,00 $ 1,000,00 $ 2,000,00 $ 2,000,00
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	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	X	WC 04857517-01	1/1/2012	1/1/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,0 $ 1,000,0 $ 1,000,0
B	Professional Liab			EOC 5343434-07	1/1/2012	1/1/2013	Each Claim/Aggregate	1,000,0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Project No. PU1695.500 - SH365 - 0.52 miles east of SP 115 to 0.49 miles east of Dicker Road - Certificate Holder is included as an Additional Insured wit respect to the Commercial General Liability and afforded Waivers of Subrogation with respect to the Commercial General Liability Policy and Workers Compensation Policy to the extent agreed by written contract.

CERTIFICATE HOLDER

Regional Mobility Authority
Hidalgo County RMA
510 S Pleasantview Dr
Weslaco, TX 78596

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
C.S. Madeira

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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 (http://www.hcrma.net/). Engineer all any subconsultants 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: S&B INFRASTRUCTURE, LTD

BY:_____

DATE:_____

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ENGINEER: CVS & ASSOCIATES, INC.

BY:_____

DATE:_____

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ENGINEER: DOS LOGISTICS, INC.

BY:_____

DATE:_____

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ENGINEER: SALINAS ENGINEERING & ASSOCIATES, INC.

BY:_____

DATE:_____

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ENGINEER: TEDSI INFRASTRUCTURE GROUP, INC.

BY:_____

DATE:_____

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ENGINEER: TERRACON CONSULTANTS, INC.

BY:_____

DATE:_____

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ENGINEER: TMI SYSTEM INTEGRATION

BY:_____

DATE:_____

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ENGINEER: UNITECH CONSULTING ENGINEERS, INC.

BY:_____

DATE:_____

ATTACHMENT K

DEBARMENT CERTIFICATION

Texas Department of Transportation

CCO-16

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.

S&B Infrastructure, Ltd.
Name of Provider

Signature of Certifying Official

Senior Vice President
Title of Certifying Official

10-26-11
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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012 – 38

APPROVAL OF AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT WITH TEDSI INFRASTRUCTURE GROUP FOR PLANS, SPECIFICATIONS AND ESTIMATES OF THE US 281/MILITARY HIGHWAY OVERPASS AT SH 365

THIS RESOLUTION is adopted this 21ST day of November, 2012 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 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;

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

WHEREAS, the Authority has determined it is necessary to Amend and Restate the professional service agreement with the Consultant to revise the DBE/HUB reporting requirements;

WHEREAS, the Consultants maximum payable amount remains at $1,430,733.00 and Work Authorization Number 1 remains at $142,735.06;

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 the Amended and Restated Agreement attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Amended and Restated 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 21st day of November, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

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

November 21, 2012

TEDSI INFRASTRUCTURE GROUP, INC.

STATE OF TEXAS §
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING / DESIGN SERVICES

THIS CONTRACT FOR ENGINEERING SERVICES is made by and between the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter the "Authority") and TEDSI Infrastructure Group, Inc. (hereinafter the "Engineer"), having its principal business address at 1201 E. Expressway 83 Mission, Texas 78572 for the purpose of contracting for engineering services (hereinafter the "Agreement").

WITNESSETH

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

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 engineering services (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 Engineer to provide preliminary engineering; including development of schematics; drainage studies; utilities; geotechnical; development of PS&E and review of shop drawings as required for the development of the Project as approved by the Authority to wit: the **STATE HIGHWAY 365 DESIGN PROJECT FOR SEGMENT 0033 AT US 281 (MILITARY HIGHWAY) TO TXDOT PHARR INTERNATIONAL BRIDGE TRUCK INSPECTION STATION** (the "Project");

NOW, THEREFORE, the Authority and the Engineer, 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 ENGINEER

1.1 The Engineer shall timely perform those engineering 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 Engineer shall perform its services to the standard of care of a reasonable engineer that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Engineer.

1.2 The Authority and the Engineer 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 Engineer. All services provided by the Engineer will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers.

ARTICLE II
AGREEMENT PERIOD

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on June 31, 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.

ARTICLE III
COMPENSATION

3.1 Maximum Amount Payable. The maximum amount payable under this contract is $1,430,731.98 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 Engineer'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 **Engineer Payment of Subproviders**. No later than ten (10) days after receiving payment from the Authority, the Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer'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 Engineer 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 Engineer 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 Engineer 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 Engineer shall submit a Final Report (Attachment H-4) to the address set forth in Attachment H.

c) The Engineer 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 Engineer 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 Engineer because of a debt owed to the Authority, the Authority shall apply all payments due the Engineer 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 Engineer 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 Engineer or any costs incurred by the Engineer 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 Engineer's responsibilities and obligations established under this Agreement.

ARTICLE VI
SIGNATORY WARRANTY

The undersigned signatory for the Engineer 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:

Engineer:	**Authority:**
TEDSI Infrastructure Group, Inc. 1201 E Expressway 83, Mission, TX 78572 Attn: Jesus Salinas. President	Hidalgo County Regional Mobility Authority (HCRMA) 118 South Cage Boulevard, 4th Floor Pharr, Texas 78577 Attn: Dennis Burleson Chairman of the Board

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 Engineer 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

By: _____

Name: Pilar Rodriguez

Title: Executive Director

Hidalgo County Regional Mobility Authority

Date: 11/28/2012

ENGINEER

By: _____

Name: Jesus Salinas

Title: President

TEDSI Infrastructure Group, Inc.

Date: 1-18-13

:

LIST OF ATTACHMENTS TO AGREEMENT
FOR ENGINEERING 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 Engineer
D	Work Authorization Forms
D-1	Work Authorization Form for Agreement for Engineering 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

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ATTACHMENT A
GENERAL PROVISIONS

SECTION 1. WORK AUTHORIZATIONS

A. Use. The Engineer shall not begin any work until the Authority and the Engineer have signed a work authorization. Costs incurred by the Engineer 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 Engineer 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 Engineer 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 Engineer's responsibilities and obligations established in this Agreement. The Engineer 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 Engineer or any costs incurred by the Engineer relating to additional work not directly associated with the performance or prior to the execution of the work authorization. The Engineer 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 Engineer determines or reasonably anticipates that the work authorized in a work authorization cannot be completed before the specified completion date, the Engineer 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 Engineer 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 Engineer shall prepare a revised work authorization budget for the Authority's approval.

G. New Work Authorization. If the Engineer 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 Engineer for the incomplete work using the unexpended balance of the preceding work authorization for the project. If approved by the Authority, the Engineer 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 Engineer'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 Engineer 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 Engineer shall from time to time during the progress of the work confer with the Authority. The Engineer 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 Engineer, conferences shall be provided at the Engineer's office, the office of the Authority, or at other locations designated by the Authority. These conferences shall also include evaluation of the Engineer'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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer or any costs incurred by the Engineer 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 Engineer 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 Engineer 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 Engineer submits work that does not comply with the terms of this Agreement, the Authority shall instruct the Engineer 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 Engineer 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 Engineer and all documents furnished to the Engineer by the Authority shall be delivered to the Authority upon request by the Authority. The Engineer, 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 Engineer (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 Engineer nor any subprovider may charge a fee for the portion of the design plan created by the Authority.

D. Maintenance of Data. The Engineer 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 Engineer 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 Engineer 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. Engineer Resources. The Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them.

H. The Engineer 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 Engineer or any other person except with the prior approval of the Authority. All documents prepared by the Engineer and all documents furnished to the Engineer 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 Engineer 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 Engineer for use beyond the specific purpose intended will be at Authority's sole risk and without liability or legal exposure to Engineer.

SECTION 10. SUBCONTRACTING

A. Prior Approval. The Engineer 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 Engineer'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 Engineer 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 Engineer.

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. Engineer Responsibilities. No subcontract relieves the Engineer 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 Engineer or a subprovider, the Engineer 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 Engineer'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 Engineer shall be grounds for termination of the Agreement. Any additional costs to the Authority that arise from the Engineer's default, breach of Agreement, or violation of Agreement terms shall be paid by the Engineer. 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 Engineer as a consequence of failure by the Engineer 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 Engineer, by giving ten business days notice of termination in writing to the Engineer.
5. By the Authority, if the Engineer 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 Engineer. 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 Engineer 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 Engineer defaults in the performance of this Agreement or if the Authority terminates this Agreement for fault on the part of the Engineer, 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 Engineer 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 engineering 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 Engineer 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 Engineer. 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 Engineer 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 Engineer to fulfill its Agreement obligations, the Authority may take over the project and prosecute the work to completion, and the Engineer shall be liable to the Authority for any additional cost to the Authority.

SECTION 15. COMPLIANCE WITH LAWS

The Engineer 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 Engineer shall furnish the Authority with satisfactory proof of its compliance therewith.

SECTION 16. INDEMNIFICATION

A. THE ENGINEER 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 ENGINEER OR OF ANY PERSON EMPLOYED OR ENGAGED BY THE ENGINEER, AND THE DEFENSE OF ANY SUCH CLAIMS, LIABILITY, ACTION, OR LOSS.

B. THE ENGINEER 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 ENGINEER, ITS AGENTS, ITS SUBCONTRACTORS, OR EMPLOYEES.

SECTION 17. ENGINEER'S RESPONSIBILITY

A. Accuracy. The Engineer 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 Engineer's responsibility for all questions arising from design 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 Engineer will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

C. Seal. The responsible Engineer shall sign, seal and date all appropriate engineering submissions to the Authority in accordance with the Texas Engineering Practice Act and the rules of the Texas Board of Professional Engineers.

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 engineer, as a second engineer, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second engineer will affix his seal to any work altered, completed, corrected, revised or added. The second engineer will then become responsible for any alterations, additions or deletions to the original design including any effect or impacts of those changes on the original engineer's design.

SECTION 18. NONCOLLUSION

A. Warranty. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer 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 engineer 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 Engineer 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 Engineer 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 two million dollars ($2,000,000) each claim and in the aggregate.

The coverage and amounts designated herein are minimum requirements and do not establish limits of the Engineer's liability. Additional coverage may be provided at the Engineer'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 Engineer 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 Engineer's name stated thereon, to be submitted prior to the beginning of the Project. The Engineer will be considered in breach of this Agreement should the Engineer 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. Engineer's Risk. The services to be provided under this Agreement will be performed entirely at Engineer's risk and Engineer 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 Engineer 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 Engineer to adhere to this policy may result in the termination of this Agreement.

SECTION 21. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS

The Engineer 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 Engineer 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 Engineer shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and services provided (hereinafter called the Records). The Engineer 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 Engineer'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 Engineer 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 Engineer, 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 Engineer 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 Engineer of the Engineer'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 Engineer 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 Engineer is in the exclusive possession of another who fails or refuses to furnish this information, the Engineer 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 Engineer'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 Engineer under this Agreement until the Engineer complies and/or
(b) cancellation, termination, or suspension of this Agreement, in whole or in part.

(6) Incorporation of Provisions: The Engineer 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 Engineer 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 Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer 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 Engineer, 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 Engineer under this Agreement.

ECTION 25. COMPUTER GRAPHICS FILES
The Engineer 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 Engineer 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 Engineer 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 Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer in support of the services 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 Engineer 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 Engineer 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 Engineer. 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 Engineer 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 Engineer will prepare an environmental impact statement or an environmental assessment under this Agreement, the Engineer 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 Engineer 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 Engineer 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 Engineer 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 Engineer 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, Engineer 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

GENERAL
This contract will include the following items of work which may have overlap due to accelerated schedule:

APD Coordination with **AUTHORITY** for Final Environmental documentation

PS&E P.S. & E. Development

The **AUTHORITY** will provide the following general items.

1. Authorization to begin work.
2. Timely payment for work performed by the **Engineer** and accepted by the **AUTHORITY** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **AUTHORITY** may have on file concerning the project.
5. Review and approve the **Engineer**'s progress schedule with milestone activities and/or deliverables identified.
6. Provide timely review and decisions in accordance with **TxDOT's Advanced Funding Agreement for SH365** in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule identified in Attachment F.
7. Request Project CSJ's from TxDOT.

ROUTE AND DESIGN STUDIES (FC 110)
The **AUTHORITY** will provide the following:

Design Criteria

1. Attend Design Concept Conference to approve design criteria.
2. Review/approve Design Summary Report.
3. Attend and participate in the Value Engineering Study

Schematic Update

1. Provide all design and reference files in electronic (.dgn) format for existing schematic.
2. Provide drainage layout currently on file in Arcview Format.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE AUTHORITY

SOC, ECO AND ENVIRON STUDIES & PUBLIC INVOLVEMENT (FC 120)
The **AUTHORITY** will provide the Environmental Document and electronic Constraints map for the project for development of the Environmental Permits, Issues and Commitments (EPIC) sheets and any other compliance issues.

RIGHT-OF-WAY DATA (FC 130)
The **AUTHORITY** will provide the following:

1. Assist the **Engineer**, as necessary, with coordination of any utility relocations that may be required.
2. Ownership Data in a .dgn file
   a. Ownership Information shall be provided for the corridor width.
   b. All utility ownership shall be provided.
3. Parcel plats & Right-of-Way Map.
   a. A ROW map, parcel plats and field notes shall be prepared and furnished.
   b. ROW map and field notes shall be revised as required due to changes in Highway Design, Ownership Changes or Revised Parcel Numbering. All plats and field notes must be signed and sealed by a Registered Professional Land Surveyor (RPLS).
   c. ROW map must depict all improvements affecting ROW.
   d. ROW map must meet all requirements as specified in TxDOT ROW manuals.
4. Utility Adjustments:
   AUTHORITY (TxDOT as necessary) will execute utility agreements provided by the Engineer for all required utility adjustments.
5. Survey and Stake Right-of-Way
6. Right of Entry to all affected properties located within the project limits.
7. Deliverables: Right of way Map in electronic format (.dgn).

FIELD SURVEYING AND PHOTOGRAMMETRY (FC 150)
The **AUTHORITY** will provide the following:
Deliverables:

1. Survey Control Data Sheets signed and sealed by a RPLS on mylar 11X17 sheets.
2. 2d-planimetric, 3d-digital terrain model in a Microstation (.dgn) format delivered on CD ROM media. Also to be included is the TIN file, and Geopak files utilized and/or generated by Surveyor.
3. One Hard Copy of Field Surveying Book
4. All survey information required for the development of the PS&E for the project.

DRAINAGE (FC 161)
The **AUTHORITY** will provide the following:

1. Timely review/approval of the Hydraulic Study.

MISCELLANEOUS ROADWAY (FC 163)

The **AUTHORITY** will provide the following:

1. Timely review and approval of TCP in coordination with TxDOT.
2. Provide Aesthetic plans and details for project.

MANAGEMENT (FC 164)

The **AUTHORITY** will provide the following:

1. Attend/participate in progress meetings as required.
2. Timely review of submittals as required.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

APPLICABILITY:

Wherever the following terms are used in this attachment or other contract documents, the intent and meaning will be interpreted as indicated below.

ABBREVIATIONS:

HCRMA OR AUTHORITY shall mean Hidalgo County Regional Mobility Authority
PMC (GEC) shall mean Program Management Consultant (General Engineering Consultant) (Dannenbaum Engineering Corporation)
ENGINEER shall mean TEDSI Infrastructure Group, Inc.
TxDOT shall mean Texas Department of Transportation
FHWA shall mean Federal Highway Administration
IBWC shall mean International Boundary and Water Commission
USFWS shall mean United States Fish & Wildlife Service
THC shall mean Texas Historical Commission
SHPO shall mean State Highway Preservation Office
USACE shall mean United States Army Corps of Engineers
GSA shall mean General Services Administration
HCMPO shall mean Hidalgo County Metropolitan Planning Organization
FAA shall mean Federal Aviation Administration
MTP shall mean Metropolitan Transportation Plan
TIP shall mean Transportation Improvement Program
MUTCD shall mean Manual of Uniform Traffic Control Devices
AASHTO shall mean American Association of State Highway and Transportation Officials
LRFD shall mean Load & Resistance Factor Design
PS&E shall mean Plans, Specifications and Estimate
ACP shall mean Asphaltic Concrete Pavement
CSJ shall mean Control Section Job (highway project designation number)
ADP shall mean Advance Project Development

PROJECT DESCRIPTION

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

County/HCRMA: Hidalgo County

CSJ number: 0220-01-023

Project/Description: Perform Provide row mapping which includes R.O.W. strip map; parcel sketches and field notesl preliminary engineering including development of schematics, drainage studies, reotechnical services, utilities and development of plans, specifications, and estimates (PS&E) and shop drawing review..

Length: 2.87 Miles (Approx)

Highway: SH365Segment 0030 at US 281 Military Highway

Limits: (See Location Map Attached)

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

Existing Facility: New Location

Proposed Facility: 4-lane divided controlled access toll facility

Project Classification

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

___ Surface Treatment
___ Overlay
___ Rehabilitation Existing Road (Scarify & Reshape)
___ Convert Non-Freeway to Freeway
___ Widen Freeway
X Widen Non-Freeway
X New Location Toll Freeway (The design of the tolling infrastructure is not included in the scope of this proposal)
___ New Location Non-Freeway
X Interchange (New or Reconstruct)
___ Bridge Widening or Rehabilitation
___ Bridge Replacement
___ Upgrade to Standards - Freeway
___ Upgrade to Standards - Non-Freeway
___ Miscellaneous Studies (Use Function Code 110 For All Tasks)

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

ROUTE AND DESIGN STUDIES
(Task 110)

Services Provided By: Engineer	AUTHORITY		
YES	NO	1.	Route Location Studies
YES	NO	2.	Level of Service Analysis
NO	YES	3.	Traffic Evaluations and Projections
YES	YES	4.	Develop Roadway Design Criteria in accordance with Pass-Through Agreement. a. Prepare design summary report (DSR). b. Conduct Design Concept Conference.
YES	YES	5.	Preliminary Cost Estimates
NO	NO	6.	Value Engineering Study
YES	NO	7.	Design Schematic (Develop 4-Lane Schematic)
YES	NO	8.	Preliminary Right-of-Way Requirements
YES	NO	9.	Soil Core Hole Drilling
YES	NO		a. Pavement
YES	NO		b. Retaining Walls
YES	NO		c. Miscellaneous Structures
YES	NO		d. Bridges
YES	NO	10.	Obtain existing facility information. Coordinate and meet with following entities to obtain preliminary design information: TxDOT, Cities, County, Railroad, HCDD#1, Irrigation Districts, and Utility Companies.
YES	NO	11.	Schematic Layout a. Layout shall include the location of interchanges, main lanes, grade separations, frontage roads and ramps. b. Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking. c. For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown. All signing shall be in conformance with the Texas MUTCD. d. The tentative ROW limits.

(1) Provide preliminary earthwork cross sections to verify ROW requirements utilizing GEOPAK.
(2) Provide a graphics file containing the approved schematic.

e. Layout shall include the geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, bridges, and cross roads.
f. Indicate the current and projected traffic volumes as provided by the AUTHORITY (20 year traffic projection, unless otherwise determined by the District Engineer).
g. The control of access lines shall be shown on the proposed schematic.
h. Direction of traffic flow on all roadways.
i. Layout shall include the geometric of speed change (acceleration, deceleration, climbing) lanes.
j. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above and in the TxDOT's checklist for schematic layout.
k. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing.

12. Agreements and Permits

YES	YES	a. Compensable Utility Agreements and exhibits for Utility Agreements
NO	NO	b. Railroad Agreements
		c. Railroad Exhibits
N/A	N/A	(1) Railroad Underpasses
YES	NO	(2) Railroad Overpasses (SH365/TCC Overpasses at RR)
N/A	N/A	(3) Railroad Grade Crossing (Re-planking)
N/A	N/A	(4) Railroad Grade Crossing Warning Systems (Signals)
N/A	N/A	(5) Other Miscellaneous Sketches for Railroads
YES	NO	d. Traffic Signal Agreements (Pending warrant analysis) and required exhibits.
NO	NO	e. IBWC License Agreement

Due to the associated impacts of the floodway levee the Engineer shall be responsible for the preparation/packaging of all documents necessary for submission to the USIBWC for the license agreement.

The license agreement package should include:

1) The hydraulic model, with proposed floodway impacts due to the proposed bridge structure provided by the engineer
2) THC Concurrence letter from AUTHORITY
3) USFW Concurrence letter from AUTHORITY
4) US Army Corp of Engineers concurrence letter from AUTHORITY
5) Scour Analysis provided by the engineer

YES*	YES	f. Required Coordination for splitting the project limits (two separate CSJ's)

1) Provide all project information to GEC and/or HCMPO for updating the MTP and TIP.
2) Provide all project information to the GEC and/or Environmental Consultant for updating the environmental document.

NO	NO	g. Exhibit for airway/highway clearance permits for FAA
NO	NO	h. USACE exhibits and permits for structures that impact waters of the US and wetlands.

(* = Task anticipated to be led and/or handled by AUTHORITY /PMC)

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT
(Task 120)

Services Provided By: Engineer	AUTHORITY	
		1. Public Involvement
YES*	YES*	a. Technical assistance to the GEC and/or Environmental Consultant in the preparation of public meeting(s)/hearing(s), and exhibit preparation.
YES*	YES*	b. Assist the GEC and/or Environmental Consultant to respond to technical questions received during the Public Meeting/Hearing.
NO	YES*	c. Assist the GEC in conducting stakeholder outreach meetings and prepare summaries of said meetings to provide to AUTHORITY
NO	YES*	d. Assist the GEC and/or Environmental Consultant in developing the PowerPoint presentation for the Public Meeting/Hearing.
NO	YES*	e. Prepare and Present the technical presentation portion of the speech.
		2. Preparation of Environmental Permits, Issues and Commitments
YES	NO	a. The Engineer shall develop a plan sheet to be included in the construction plans identifying the Environmental Permits, Issues & Commitments (EPIC) sheet. This plan sheet will be based on the Environmental Document provided by the AUTHORITY. The permits if required shall be obtained by the AUTHORITY.
NO	YES	b. Preparation & Submittal of Notice of Intent (NOI)
NO	YES	c. Preparation & Submittal of Notice of Termination (NOT) upon completion of project
NO	NO	d. Section 4(f) evaluation, including developing the avoidance alternatives have not been identified at this point.
YES	NO	e. Prepare exhibits on structures that impact Waters of the US and wetlands by minimizing impacts for the further coordination and eventual securing of construction permits from the USACE (if needed).

(* = Task anticipated to be led and/or handled by AUTHORITY/PMC)

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

RIGHT-OF-WAY/UTILITY DATA
(Function Code 130)

Services
Provided By:
Engineer AUTHORITY

1. Right-of-Way Map

YES NO a. ROW Map submitted by the Surveyor to the AUTHORITY shall be reviewed by the Engineer on the following items:
   1. Correctness of alignment and geometry
   2. Correctness of control of access lines as depicted on schematic
   3. Coordinate the final centerline alignment adjustment to finalize the ROW map.

YES NO b. Full compliance with ROW Map requirements as specified in TxDOT ROW Manuals.

YES* YES* 2. Utility Adjustments

YES* YES* a. The Engineer shall prepare an initial coordination letter and a project layout which will be distributed to various utility companies to determine which utilities are in the limits of the project.

YES* YES* b. The Engineer shall schedule and conduct a Utility Kick-Off meeting with TxDOT, AUTHORITY and the utility companies.

YES* YES* c. The Engineer shall prepare a Utility Conflict Tracking Matrix table.

YES NO d. Upon completion of the preliminary drainage plans and Utility & Drainage (U&D) sheets and Irrigation sheets, the Engineer shall distribute these sheets to the various utility companies and request identification of their lines within the project limits.

YES NO e. The Engineer will coordinate with the Surveyor and the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.

YES* YES* f. The Engineer shall coordinate and approve an adjustment plan and preliminary estimates for all utilities impacting the proposed project construction.

NO YES* g. The Engineer will be responsible for preparing any and all compensable utility agreements, in compliance with TxDOT requirements, and preparation of the final adjustment letters.

NO YES h. A due diligence package will be provided for the AUTHORITY for their use in processing reimbursements to utility companies.

NO YES i. Before a construction contract for the project is let, the Engineer shall provide a utility certification for the AUTHORITY's signature to TxDOT that all utilities have been adjusted.

NO YES 3. Design of Compensable Utilities
   a. Irrigation Structures
      1) Parallel
      2) Perpendicular Crossings / Siphons
      3) Irrigation Canals

NO YES b. Various Pipelines

(* = Task anticipated to be led and/or handled by AUTHORITY/PMC)

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

FIELD SURVEYING
(Task 150)

Services Provided By: Engineer	AUTHORITY	
YES*	YES	1. Field Survey
		a. Assist PMC (GEC) to coordinate with Surveyor to obtain DTM data on voids and missing areas
		b. Assist PMC (GEC) to coordinate with Surveyor to obtain outfall design surveys
		c. Assist PMC (GEC) to coordinate with Surveyor to obtain utility company field ties
		d. Assist PMC (GEC) to coordinate with Surveyor to provide final alignment for the preparation of the ROW Map
		e. Assist PMC (GEC) to coordinate with Surveyor to tie down geotechnical borings
		f. Assist PMC (GEC) to coordinate with Surveyor to stake centerline of proposed mainlanes

(* = Task anticipated to be led and/or handled by AUTHORITY/PMC)

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

ROADWAY DESIGN
(Task 160)

Services Provided By:
Engineer AUTHORITY

1. Geometric Design

YES NO a. Horizontal and Vertical Alignment

YES NO b. Geometric Layout for Plan and Profile Sheets

(1) Layout shall include the location of interchanges, main lanes, grade separations, frontage roads and ramps.

(2) Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations. The degree of horizontal curves and vertical curve data, including "K" values, shall also be shown for ease of checking.

(3) Layout shall include the geometric (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of proposed highway main lanes, ramps, frontage roads, bridges, and cross roads.

(4) Direction of traffic flow on all roadways.

(5) Layout shall include the geometric of speed change (acceleration, deceleration, climbing) lanes.

YES NO 2. General Guidelines for Project Development

a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. Copies of the four-lane freeway schematic layout shall be submitted through the TxDOT Pharr District office to the Design Division for approval and subsequent coordination with the FHWA. No geometric design is to be performed until the AUTHORITY and TxDOT have given the engineer written approval of the preliminary schematic layout.

b. All geometric design shall be in conformance with the latest version of the TxDOT's Standard Specification for Construction and Maintenance of Highways, Streets, and Bridges, and the Special Specification and Special Provisions related thereto, and shall conform to the latest edition and revisions of the State's Roadway Design Manual, except where variances are permitted in writing by the AUTHORITY and TxDOT.

c. Handling of traffic during construction shall be a consideration in the development of preliminary designs.

d. The engineer shall furnish a final cross section plot for the project, which is of utmost importance since it is the basis for contractor payments and construction staking.

YES NO 3. Grading Design

a. Refine the horizontal and vertical alignment of main lanes, frontage roads, ramps, cross roads and direct connectors based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate super elevation rate.

b. Typical Sections

c. Design Cross Sections for roadways and outfalls.

d. Determine Cut and Fill Quantities for roadways and outfalls

4. Pavement Design

YES NO a. Prior to initiating detailed plan preparations for a project, an investigation shall be made to design the proposed pavement structure. TxDOT's computer program "The Flexible Pavement Design System (FPS) will be utilized for this purpose.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: ngineer	AUTHORITY		
YES	NO	b.	A typical section for the proposed pavement design of main lanes, ramps, frontage roads and intersecting streets shall include pavement thicknesses as well as pavement cross slopes, lane and shoulder widths, ACP type and Asphalt binder.
		c.	Required geo-technical testing for Subgrade, salvage flexible base, recycle asphalt pavement (RAP). (see detailed scope from L&G Lab)
YES	NO		(1) Subgrade: tests will be performed for sulfate content to determine if addition of lime stabilization is a feasible method. If lime stabilization is determined to be a feasible method, a lime series test will be performed to determine the required percentage of lime. Plasticity Index (PI) of the subgrade throughout the project will also be tested to determine it's suitability of usage as embankment.
YES	NO		(2) Salvage Flexible Base: Triaxial test will be performed to determine the strength of the salvage base and it's suitability to be used as a part of the proposed pavement.
YES	NO		(3) Recycle Asphalt Pavement (RAP): Extraction tests will be performed on existing ACP to determine the asphalt content as well as gradations for the potential use by the contractor in the proposed ACP mix design.
NO	YES	d.	Traffic Data for Pavement Design
YES	NO	e.	Basic Pavement Design Criteria
YES	NO	f.	Life Cycle Cost Analysis (es) for flexible pavement
YES	NO	g.	Provide a full pavement design report

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

DRAINAGE
(Task 161)

Preliminary hydraulic design of all drainage structures (bridge waterways, culverts, storm sewers, channels) shall be submitted to the AUTHORITY and TxDOT for review. This preliminary submission shall include the overall drainage plan, structure layout, and hydraulic computations. No detailed design of drainage structures is to be performed, until the AUTHORITY and TxDOT have given the engineer written approval of the preliminary hydraulic design. All hydraulic design shall be in accordance with the TxDOT's Hydraulic Manual, except where variances are permitted in writing by the AUTHORITY and TxDOT.

Services Provided By: Engineer	AUTHORITY		
		1.	Hydrologic Studies, Discharges
YES	NO	a.	Drainage area maps showing existing conditions and proposed drainage structure improvements.
YES	NO	b.	Hydrologic data/discharge determination
		2.	Hydraulic Drainage Study and Documentation
		a.	Hydraulic computations
YES	NO	(1)	Storm water detention available within the ROW
YES	NO	(2)	Storm water detention required outside the ROW (as per HCDD#1)
YES	NO	(3)	Culverts
YES	NO	(4)	Bridge waterways
YES	NO	(5)	Channels
YES	NO	(6)	Storm sewers/inlets
YES	NO	b.	Federal Emergency Management Agency (FEMA) floodplain coordination requirements
YES	NO	c.	Determine impact of proposed drainage plan on the following receiving stream(s)
		(1)	Hidalgo County Drainage District Outfalls
		(2)	All Irrigation District Outfalls impacted
		3.	Layout, Structural Design and Detailing of Drainage Features
		a.	Culverts
YES	NO	(1)	New culverts
YES	NO	(2)	Culvert widening and/or lengthening
YES	NO	(3)	Culvert replacements
		b.	Storm sewers
YES	NO	(1)	New storm sewers
YES	NO	(2)	Modify existing storm sewers
YES	NO	(3)	Inlets
YES	NO	(4)	Manholes
YES	NO	(5)	Trunk lines
YES	NO	c.	Levees
YES	NO	d.	Retaining Wall drainage
YES	NO	e.	Outfall channel(s) within the ROW
YES	NO	f.	Outfall channel(s) outside the ROW
YES	NO	g.	Detention Pond(s) within the ROW (as needed)
YES	NO	h.	Detention Pond(s) outside the ROW (as needed)
YES	NO	i.	Summary of Quantities
YES	NO	4.	Storm Water Pollution Prevention Plan (SW3P)
YES	NO	5.	Scour Evaluation and floodway hydraulic modeling and report for TCC impacts on the IBWC floodway.
		a.	Soil Properties of Floodway – D50 & D90 Sieve Analysis

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION
(Task 162)

Services Provided By: Engineer	AUTHORITY	
YES	NO	1. Preliminary Signing and Pavement Markings (Conducted at the Schematic Level) The schematic layout in addition to the roadway related features will show:
		a. The number of lanes in each section of proposed highway and the location of changes in numbers of lanes
		b. The projected traffic volumes as provided by the AUTHORITY (20 year traffic projection)
		c. Proposed ROW lines
		d. Arrows with direction of traffic flow on all roadways
		e. Location of Large Ground Mounted Signs and their message
		f. Location of Large Bridge Mounted Signs and their message
		g. Location of Trailblazer Signs (type D) and their message
YES	NO	2. Signing and Pavement Markings Layouts (Conducted at the PS&E Level & Individual Sheets for Signing and Pavement Markings are Anticipated to be Required)
YES	NO	a. Boring Logs needed for design of sign foundations
YES	NO	b. General Requirements
		• Prepare General Notes for Signing and Pavement Markings
		• Prepare governing specifications and provisions
		• Prepare Cost Estimate
		• Select TxDOT standard sheets
		c. Signing and Pavement Markings Layouts (1"=100' scale)
		• Legend with symbols
		• Center line with station numbering
		• ROW lines
		• Culverts and other structures that present a hazard to traffic
		• Location of utilities, if not shown on plan and profile
		• Existing signs to remain, to be removed, to be relocated
		• Proposed small signs (illustrated and numbered)
		• Proposed Large ground mounted signs indicating location by plan layout
		• Proposed large overhead mounted signs indicating location by plan layout
		• Proposed pavement markings (illustrated and quantified)
		• Quantities of existing pavement markings to be removed
		• Proposed delineators and object markers
		• Quantities table with each pavement marking type quantified
YES	NO	d. Summary of Small Signs Tabulation Sheets
YES	NO	e. Summary of Large Signs Tabulation Sheets (includes all Guide Signs)
YES	NO	f. Sign Panel Detail Sheets
		• All signs not covered by the Texas MUTCD
		• Design details for large guide signs
		• Dimensions of letters, shields, borders, corner radii etc.
		• Designation of shields attached to guide signs
		• Designation of arrow used on exit direction signs

Services Provided By: Engineer	AUTHORITY	
YES	NO	g. Proposed Overhead Sign Bridge Design (O.S.B.). Modifications or special O.S.B. designs shall be prepared using the same design assumptions that are used for the standard O.S.B structures. Proposed O.S.B. elevation Sheets will show at a minimum the following: (Note: No walkways or sign lights will be used, since all sign panels will have high intensity reflective sheeting) • Span length • Tower Height • Drill Shaft size and top elevation • Soil strength used for design {indicate basis and boring(s) used} • Reference appropriate O.S.B. standard • Center line of truss elevation • Bottom of base plate elevation • Leg spacing • Design wind speed
		3. Conduct Traffic Signal Warrant Studies (Conducted at the Schematic Level)
YES	NO	a. Location Map: Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
YES	NO	b. Photographs in the vicinity of the signal under consideration
NO	YES	c. Accident data for the past four years at the proposed interchange locations
		d. Vehicle volumes
YES	NO	Existing
NO	YES	Estimated
NO	YES	Projected
NO	NO	Pedestrian
YES	NO	e. Warrant Analysis and Assessment
YES	NO	f. Recommendations
YES	NO	4. Traffic Signal Design (Conducted at the PS&E Level)
		a. General Requirements • Contact Local Utility Company, conduct joint field investigation, determine service drop locations, determine need for adjustment of overhead utility lines • Prepare General Notes for Traffic signal installation • Prepare governing specifications and provisions • Prepare Cost Estimate for Traffic signal installation • Select TxDOT standard sheets
		b. Basis of estimate sheet (list of materials)
		c. General notes sheet
		d. Condition diagram • Existing intersection design features • Adjacent Roadside development • Existing traffic control including illumination
		e. Proposed Signal Plan Layouts • Existing traffic control devices that will remain (signs and markings) • Existing utilities • Proposed highway improvements

- Proposed installation
- Proposed additional traffic controls devices (signs and markings)
- Proposed illumination attached to signal poles
- Proposed controller and foundation
- Proposed service drop
- Loop detector locations and connections
- Proposed signal head orientation
- Intersection signing, pavement markings and wheel chair ramps

f. Signal Phasing and Timing
- Phase sequence diagram
- Interval timing, cycle length and offsets

g. Electrical Schedule Table
- Wire and conduit sizes by cable run
- Quantities by cable run
- Loop detector cables
- Signal cables
- Pedestrian cables
- Safety lighting cables

h. TxDOT Standard Sheets
- Signal Pole Details
- Loop Detector details
- Pull Box and conduit details
- Controller Foundation details
- Signal Pole foundation details and quantities
- Mast Arm details and quantities
- Traffic control for installation of traffic signals

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

MISCELLANEOUS (ROADWAY)
(Task 163)

Services Provided By: Engineer	AUTHORITY		
YES	NO	1.	Preliminary Roadway Illumination Requirements (Conducted at the schematic level)
		a.	Determine Safety Lighting Requirements:
			(1) At Entrance Ramps (merging areas)
			(2) At Exit Ramps (diverging areas)
			(3) At Overpasses (Underpass Lighting)
			(4) At Critical Locations where safety is an issue
		b.	Calculate Preliminary Quantities and Cost Estimate for Roadway Illumination
YES	NO	2.	Final Roadway Illumination Design (Conducted at the PS&E Level) (Safety Lighting)
YES	NO	a.	Geotechnical Report with Boring Logs required for foundation design
YES	NO	b.	General Requirements
			(1) Develop wiring connections
			(2) Calculate voltage drops
			(3) Contact Local Utility Company, conduct joint field investigation, determine power requirements and sources for each circuit
			(4) Prepare General Notes for Roadway Illumination
			(5) Prepare governing specifications and provisions
			(6) Prepare Cost Estimate for Roadway Illumination
			(7) Select TxDOT standard sheets
YES	NO	c.	Safety Roadway Illumination layouts (1"=100' scale) showing:
			(1) Pavement edges, shoulders, curbs, retaining walls, etc.
			(2) Center line with station numbering.
			(3) ROW lines.
			(4) Symbol legend. Use TxDOT standard symbols for lighting and electrical design.
			(5) Culverts and other structures that present a hazard to traffic.
			(6) Location of underground utilities, if not shown on plan profile.
			(7) Location of overhead electrical lines, both crossing and parallel to ROW.
			(8) Existing lighting equipment to remain, to be removed, to be relocated.
			(9) Location of proposed roadway lighting equipment.
			(10) Lighting Equipment Table showing, station and offset of proposed lighting fixtures, light intensity, lighting pattern.
			(11) Lighting Quantities Table
YES	NO	d.	Circuit Diagrams, showing:
			(1) Service drop details
			(2) Control panel details
			(3) Lighting equipment
			(4) Wiring connections
			(5) Proposed conductor sizes and lengths
			(6) Proposed conduits
			(7) Proposed Ground Boxes
YES	NO	e.	Continuous Illumination and/or high-mast
YES	NO	f.	Quantities Summary Table
YES	NO	g.	Electrical Service Summary Sheet
NO	NO	h.	Continuous Illumination Design
YES	NO	I.	Continuous Illumination Design Study
		3.	Retaining Walls
		a.	Structural Details
NO	NO		(1) Cast-in-Place Cantilever.
NO	NO		(2) Tieback Retaining Wall.
NO	NO		(3) Specialized Retaining Wall.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By: Engineer	AUTHORITY		
		b.	Alternate Patented Retaining Walls at all locations. (Layouts Only)
YES	NO	(1)	Mechanically Stabilized Earth
NO	NO	(2)	Concrete Block Wall Systems
YES	NO	c.	Retaining Wall Layout (PLAN)
		(1)	Designation of reference line
		(2)	Beginning and ending retaining wall stations
		(3)	Station of each retaining wall joint (if necessary based on wall type)
		(4)	Offset from reference line
		(5)	Horizontal curve data
		(6)	Number of retaining wall panels and lengths (if necessary based on wall type)
		(7)	Total length of wall
		(8)	Indicate face of wall
		(9)	All wall dimensions and alignment relations (alignment data as necessary)
		(10)	Soil core hole locations
YES	NO	d.	Retaining Wall Layout (ELEVATION)
		(1)	Top of wall elevations at each joint or intervals
		(2)	Existing and finished ground line elevations
		(3)	Height of stem at each joint (if necessary based on wall type)
		(4)	Wall panel designations (if necessary based on wall type)
		(5)	Top of footing elevations (if necessary based on wall type)
		(6)	Limits of measurement for payment
		(7)	Type, limits and anchorage details of railing (If applicable)
		(8)	Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
YES	NO	e.	Foundation Studies. The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments.
YES	NO	f.	Slope Stability Analysis.
YES	NO	g.	Embankment Foundation Stability Analysis
YES	NO	h.	Embankment Settlement Analysis
YES	NO	i.	Estimate
YES	NO	j.	Summary of Quantities
YES	NO	k.	Typical cross section.
YES	NO	l.	General Guidelines for Retaining Walls
		(1)	The engineer shall make final design calculations and final detail drawings in accordance with standard requirements of the Texas Department of Transportation.
		(2)	The ground water level should be observed at the water strike.
		(3)	For purposes of uniformity statewide, soil core hole data shall be shown on layouts as illustrated in the Bridges and Structures Foundation Exploration and Design Manual.

YES NO 4. Traffic Control Plan, Detours and Sequence of Construction

Traffic Control Plans (TCP) are required for all projects. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the Texas MUTCD or the current Barricade and Construction (BC) Standards. The following items are required on all Traffic Control Plan Layouts:

a. General Notes indicating the requirement and sequence of construction phasing.
b. The sequence of construction and method of handling traffic during each phase.

Services
Provided By:
Engineer AUTHORITY

c. The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, etc.
d. The proposed traffic control devices (stop signs, signals, flagging, etc.) at grade intersections during each construction sequence.
e. Where detours are provided, a plan view and typical sections shall be shown.

5. Miscellaneous Drafting/Standards

YES NO a. Erosion Control
YES YES b. Hardscape Development (Aesthetics for concrete structures - form liners at bridge, caps columns bents and retaining walls).

YES NO 6. Compute and Tabulate Quantities

YES NO 7. Specifications, Special Provisions, Special Specifications

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

YES YES 8. Tolling Infrastructure

a. From the Preliminary Tolling Gantry locations identified by the AUTHORITY prepare plans that identify conduit layouts and pull boxes with respect to the pavement sections, ditch cross sections, and right of way lines. The conduit layouts within the pavement structure shall be shown to be placed within a concrete pavement section. All other Tolling appurtenances (Supports, foundations, wiring, cameras, buildings etc.) will be provided by the AUTHORITY.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

BRIDGE DESIGN
(Task 170)

Services Provided By: Engineer	AUTHORITY		NUMBER REQUIRED
		1. Preparation of Structural Details	
		a. New Structure(s)	
NO	NO	(1) Underpass()	0
YES	NO	(2) us 281 Military Overpass	2
N/A	N/A	(3) Main Lanes	
N/A	NA	(4) Direct Connector(s)	
N/A	N/A	(5) Ramp Bridge(s)	0
NO	NO	(6) Waterway Structure(s)	2
N/A	N/A	(7)Pedestrian Structure(s)	
N/A	N/A	(8) Utility Structure(s)	
N/A	N/A	(9) Railroad Underpass(es)	
N/A	N/A	(10) Railroad Overpass(es)	
N/A	N/A	(11) Bridge Classification Culvert(s)**	
N/A	N/A	(12) Alternate Structural Designs	
N/A	N/A	(13) Alternate Foundation Design	
		Total New Structures =	2
		b. Existing Structure(s)	
NO	NO	(1) Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	
NO	NO	(2) Bridge Replacement	
NO	NO	(3) Raising Bridge Elevation	
NO	NO	(4) Bridge Classification Culvert(s) Widening and/or Modification of Existing Structures(s)	
N/A	N/A	(5) Railroad Overpass(es)	
N/A	N/A	(6) Railroad Underpass(es)	
		Total Existing Structures =	0

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

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

Services Provided By:
ngineer AUTHORITY

YES NO 2. Preparation of Bridge Layouts
The Engineer will prepare the bridge layouts in compliance with the latest TxDOT Pharr District bridge layout checklist.

YES NO 3. Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)

YES NO 4. Foundation Studies
The minimum number of soil core holes shall be obtained in accordance with Chapter 2, Section 1 of the TxDOT Bridge Geotechnical Manual. Texas Cone Penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of (5 foot) intervals.

YES NO 5. Bridge Total Quantities and Cost Estimates (each bridge)

YES NO 6. Bridge Special Provisions and Specifications (each bridge)

YES NO 7. Bearing seat elevations for each girder. Top of cap elevations for non-girder type structures.

YES NO 8. General Guidelines for Bridge Design

a. The engineer shall prepare a bridge layout of each bridge structure for AUTHORITY and TxDOT's review and approval. The bridge layout shall be in conformance with the latest TxDOT's requirements.
b. The engineer shall make final design calculations and final detail drawings in conformance with the Texas Department of Transportation Bridge Design Manual - LRFD, the current American Association of State Highway and Transportation Officials (AASHTO) LRFD Bridge Design Specifications, and the TxDOT Bridge Geotechnical Manual.
c. Structural steel or prestressed concrete shop drawings, form work drawings and false work drawings are not part of the design requirements. However, contract plans shall be in sufficient detail to permit the preparation of complete shop details for fabrication and erection.
d. Standard drawings for beams, girders, railings, riprap, etc., shall be furnished to the engineer upon request. These standards shall not be redrawn by the engineer nor shall his title block be transferred to the standard drawings. Modifications to the standards, if necessary, shall be clearly identified and designated by "MOD" in the standard title. Specific special drawings prepared by the engineer shall not be identified as standards.
e. Geometry and structural design errors found after acceptance of bridge plans shall be promptly corrected by the Engineer at no cost to the AUTHORITY.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT MANAGEMENT
(Task 164)

Services Provided By: Engineer	AUTHORITY		
YES	YES	1.	Meetings Meetings will be held with the AUTHORITY, TxDOT, FHWA, State Officials, local governments, property owners, utility owners, other consulting firms, etc., as needed or required by the AUTHORITY and TxDOT. The engineer shall coordinate through the AUTHORITY for the development of this project with any local entity having jurisdiction or interest in the project (i.e. AUTHORITY, county, etc).
YES	YES	2.	Project Manager/Engineer Communication Engineer shall comply with all requirements stated in the Pass-Through Agreement between AUTHORITY and TxDOT. However, no further coordination with TxDOT will be required.
YES	YES	3.	Quality Assurance/ Quality Control The Engineer shall perform quality assurance and quality control (QA/QC) on all deliverables associated with this project as follows: a) The Project Manager will continually review the quality, progress and cost of the various tasks assigned to all firms within the team. Quality review will include technical requirements. b) Peer review will be provided at all levels. c) An independent engineer, within the Engineer's firm, will assure that the project constructability requirements (details, specifications, plan notes, etc.) are met.
YES	YES	4.	Submittals to AUTHORITY and TxDOT for review and approval a) When 60%; 90% and 100% (final) design is completed the Engineer shall submit all the required design information to AUTHORITY for review and approval.. b) Final documents and information exchange of data, Plan Sheets, General Notes and/or Specifications provided to the AUTHORITY shall be furnished on a USB flash drives. Each flash drive shall have a file titled Table of Contents. The Table of Contents shall indicate the locations of files within the directory structure of the documentation. General Notes and specifications shall be provided in MS Office 2007 Word format or later. Plan sheets shall be provided in Microstation DGN or GEOPAK GPK format. PDF copies of plan sheets shall be provided during review submittals. If required, the engineer shall provide to the AUTHORITY, an external hard drive that contains all the plan sheets for the project.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

CONSTRUCTION MANAGEMENT
(Task 320)

Services Provided By:
Engineer AUTHORITY

YES* YES* 1. Construction Bidding Assistance

After acceptance by AUTHORITY of the Bidding Documents and upon written authorization by AUTHORITY to proceed, Engineer shall:

a) Assist AUTHORITY in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued,
b) Attend pre-Bid conferences
c) Develop Addenda for AUTHORITY as appropriate to clarify, correct, or change the Bidding Documents.
d) Provide Project design information or assistance needed by AUTHORITY in the course of the bid submittal with prospective contractors
e) Advise the AUTHORITY as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
f) Attend the Bid opening, prepare Bid tabulation sheets, and assist AUTHORITY in evaluating Bids and recommend award of contract.

Exhibit BYES* YES* 2. Services during Construction

Upon successful completion of the Bidding, and upon concurrence from AUTHORITY, Engineer shall:

a.) *Pre-Construction Conference.* Participate in a Pre-Construction Conference (if required) prior to commencement of Work at the Site. ***((Task performed by PMC (GEC) assisted by Engineer)***
b.) *Change Orders.* Provide related services such as: Preparing Engineering drawings required for change orders correcting errors and omissions on the plans.
c.) *Review and approval of Shop Drawings.* Review and approve or take other appropriate action in respect to Shop Drawings and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. ***(This task will be performed by the Engineer and reviewed/managed by PMC (GEC))***
d.) *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
e.) *Interpretation of Intent.* The Engineer shall provide interpretation and clarification of design intent throughout the construction of the project.

Exhibit A(* = Task anticipated to be handled by AUTHORITY /PMC- except

ATTACHMENT D

WORK AUTHORIZATION

ATTACHMENT D-1

WORK AUTHORIZATION NO. ____
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 Engineering Services" (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and TEDSI Infrastructure Group, Inc. (the Engineer).

PART I. The Engineer will perform engineering design 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 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 $_____ 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 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 _____, 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 Engineering / Design Services for SH 365 (Segment 0033 US 281 (Military Highway) To TxDOT Pharr International Bridge Truck Inspection Station.

IN WITNESS WHEREOF, this 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 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

ATTACHMENT D-2

SUPPLEMENTAL WORK AUTHORIZATION NO. ____
TO WORK AUTHORIZATION NO. ____
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. ____ 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 ENGINEER	**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 Engineer shall be paid pro rata based on the percentage of work completed. For payment the Engineer 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 Engineer shall be paid based on the type and number of units fully completed and the respective unit cost. For payment, the Engineer 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 Engineer 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: TEDSI INFRASTRUCTURE GROUP, INC.

Direct Labor		Contract Rate			
Labor/Staff Classification	Hourly Base Rate	FY 12/13			
Senior Project Manager	$63.00	$189.02			
Project Manager	$61.00	$183.02			
Senior Engineer (V Civil)	$57.00	$171.01			
Project Engineer (V Civil)	$45.00	$135.01			
Project Engineer (III, IV Civil)	$40.00	$120.01			
EIT	$35.00	$105.01			
Senior Engineering Tech.	$30.00	$90.01			
CADD Operator	$25.00	$75.01			
Admin/Clerical	$20.00	$60.01			

Negotiated Overhead Rate: 167.88%
Negotiated Profit Rate: 12.0%

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 authorization.

NOTE:
1.) 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; utilities; taxes; promotion expense; supplies; telephone; pagers; printing and reproduction not directly charged to a specific task on an individual project; lease expense; dues, repairs and maintenance; travel; automobile expense; meals; parking; computers; deliveries not directly charged to a specific task on an individual project; recruiting; professional fees; contributions; gifts; payroll services; moving expenses and miscellaneous expenses.

ATTACHMENT E-2
RATE SHEETS

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

PRIME OR SUBPROVIDER NAME: UNINTECH CONSULTING ENGINEERS, INC.

Direct Labor		Contract Rate			
Labor/Staff Classification	Hourly Base Rate	FY 12/13			
Senior Project Manager	$72.29	$194.82			
QA/QC Officer	$72.29	$194.82			
Project Manager	$61.00	$164.40			
Senior Engineer	$58.00	$156.31			
Project Engineer	$52.00	$140.14			
Engineer (Intern) (EIT)	$32.00	$86.24			
Senior Design	$32.00	$86.24			
Engineering Tech/CADD	$22.00	$59.29			
CADD Operator	$23.50	$63.33			
Constr. Super.	$40.50	$109.15			
Construction Observer II	$34.00	$91.63			
Construction Observer I	$27.00	$72.77			
Administrative Assistant	$20.00	$53.90			

Negotiated Overhead Rate: 145.0%
Negotiated Profit Rate: 10.0%

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 authorization.

NOTE:
1.) 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; utilities; taxes; promotion expense; supplies; telephone; pagers; printing and reproduction not directly charged to a specific task on an individual project; lease expense; dues, repairs and maintenance; travel; automobile expense; meals; parking; computers; deliveries not directly charged to a specific task on an individual project; recruiting; professional fees; contributions; gifts; payroll services; moving expenses and miscellaneous expenses.

ATTACHMENT E-2
RATE SHEETS

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

PRIME OR SUBPROVIDER NAME: GUZMAN & MUNOZ ENGINEERING AND SURVEYING, INC.

Direct Labor		Contract Rate			
Labor/Staff Classification	Hourly Base Rate	FY 12/13			
Principal Engineer	$70.00	$188.65			
Senior Project Manager	$50.00	$134.75			
QA/QC Manager	$50.00	$134.75			
Project Manager	$50.00	$134.75			
Senior Engineer	$58.00	$156.31			
Project Engineer	$52.00	$140.14			
Engineer in Training (EIT)	$32.00	$86.24			
Senior Designer	$32.00	$86.24			
Engineering Tech/CADD	$22.00	$59.29			
CADD Operator	$25.00	$67.38			
Administrative Assistant	$15.00	$40.43			
Inspector	$20.00	$53.90			
Surveyor (RPLS)	$40.00	$107.80			
2-Man Survey Crew	$120.00	$323.40			
3-Man Survey Crew	$130.00	$350.35			
4-Man Survey Crew	$150.00	$404.25			

Negotiated Overhead Rate:	145.0%
Negotiated Profit Rate:	10.0%

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 authorization.

NOTE:
1.) 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; utilities; taxes; promotion expense; supplies; telephone; pagers; printing and reproduction not directly charged to a specific task on an individual project; lease expense; dues, repairs and maintenance; travel; automobile expense; meals; parking; computers; deliveries not directly charged to a specific task on an individual project; recruiting; professional fees; contributions; gifts; payroll services; moving expenses and miscellaneous expenses.

ATTACHMENT E-2
RATE SHEETS

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

PRIME OR SUBPROVIDER NAME: BARRERA - TORRES INFRASTRUCTURE, PLCC

Direct Labor		Contract Rate			
Labor/Staff Classification	Hourly Base Rate	FY 12/13			
Principal Eng.	$65.00	$175.18			
Sr. Proj. Mgr.	$60.00	$161.70			
QA/QC Mgr.	$60.00	$161.70			
Proj. Mgr.	$55.00	$148.23			
Senior Eng.	$50.00	$134.75			
Proj. Eng.	$45.00	$121.28			
Engineer Intern (EIT)	$32.00	$86.24			
Senior Designer	$32.00	$86.24			
Designer	$25.00	$67.38			
Engineer Tech/CADD	$22.00	$59.29			
Admin. Assistant	$20.00	$53.90			
Inspector	$28.00	$75.46			

Negotiated Overhead Rate:	145.0%
Negotiated Profit Rate:	10.0%

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 authorization.

NOTE:
1.) 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; utilities; taxes; promotion expense; supplies; telephone; pagers; printing and reproduction not directly charged to a specific task on an individual project; lease expense; dues, repairs and maintenance; travel; automobile expense; meals; parking; computers; deliveries not directly charged to a specific task on an individual project; recruiting; professional fees; contributions; gifts; payroll services; moving expenses and miscellaneous expenses.

ATTACHMENT E-2
RATE SHEETS

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

PRIME OR SUBPROVIDER NAME: L&G ENGINEERING LABORATORY

Direct Labor		Contract Rate			
Labor/Staff Classification	Hourly Base Rate		FY 12	FY 13	
Principal	$0.00		$0.00	$0.00	
Senior Project Manager	$65.00		$245.71	$253.08	
Senior Geotechnical Engineer	$46.00		$173.88	$179.10	
Geotechnical Engineer	$37.00		$139.86	$144.06	
Design Engineer	$34.00		$128.52	$132.38	
EIT	$28.00		$105.84	$109.02	
Engineering Specialist	$32.00		$120.96	$124.59	
Junior Engineering Specialist	$28.00		$105.84	$109.02	
Engineering Tech	$23.00		$86.94	$89.55	
Junior Engineering Tech	$21.00		$79.38	$81.76	
CADD Operator	$19.00		$71.82	$73.97	
Concrete & Asphalt Technician	$15.00		$56.70	$58.40	
Soils & Aggregate Technician	$12.00		$45.36	$46.72	
Biologist	$16.00		$60.48	$62.29	
Senior Environmental Scientist/Specialist	$43.00		$162.54	$167.42	
Environmental Scientist/Specilist	$25.00		$94.50	$97.34	
Admin/Clerical	$12.00		$45.36	$46.72	

Negotiated Overhead Rate: 228.08%
Negotiated Profit Rate: 12.0%

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 authorization.

NOTE:
1.) 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; utilities; taxes; promotion expense; supplies; telephone; pagers; printing and reproduction not directly charged to a specific task on an individual project; lease expense; dues, repairs and maintenance; travel; automobile expense; meals; parking; computers; deliveries not directly charged to a specific task on an individual project; recruiting; professional fees; contributions; gifts; payroll services; moving expenses and miscellaneous expenses.

ATTACHMENT E-2
RATE SHEETS

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

PRIME OR SUBPROVIDER NAME: CORTRAN ENGINEERING, PLLC

Direct Labor		Contract Rate			
Labor/Staff Classification	Hourly Base Rate	FY 12/13			
Senior Project Manager/QAQC Manager	$60.00	$164.64			
Project Manager	$57.00	$156.41			
Senior Engineer	$53.00	$145.43			
Project Engineer	$45.00	$123.48			
Engineer In Training	$33.00	$90.55			
Senior Engineering Technician	$27.00	$74.09			
Engineering Technician	$25.00	$68.60			
CADD Operator	$22.00	$60.37			
Admin/Clerical	$20.00	$54.88			

Negotiated Overhead Rate: 145.0%
Negotiated Profit Rate: 12.0%

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 authorization.

NOTE:
1.) 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; utilities; taxes; promotion expense; supplies; telephone; pagers; printing and reproduction not directly charged to a specific task on an individual project; lease expense; dues, repairs and maintenance; travel; automobile expense; meals; parking; computers; deliveries not directly charged to a specific task on an individual project; recruiting; professional fees; contributions; gifts; payroll services; moving expenses and miscellaneous expenses.

OTHER DIRECT EXPENSES			
Type	Unit	Fixed Cost / Remarks	Maximum Cost
LODGING	day/person	Current State Rate	
MEALS	day/person	Current State Rate	
MILEAGE	mile	Current State Rate	$ 0.55
CAR RENTAL	day		$ 60.00
AIR TRAVEL (COACH/BUSINESS CLASS)	each		at cost
8.5"X11" COPIES	sheet		$ 1.00
11"X17" COPIES	sheet		$ 1.50
11"X17" MYLAR	sheet		$ 2.00
COLOR PLOTS	square foot		$ 4.00
OVERNIGHT MAIL - LETTER SIZE	each		$ 15.00
OVERNIGHT MAIL - OVERSIZED BOX	each		$ 25.00

FEE SCHEDULE
CONSTRUCTION MATERIAL TESTING SERVICES

Soils Testing

Moisture Content Determination	ASTM D2216 - Tex-103-E	$8.50/Ea.
Determination of Liquid Limit of Soils	Tex-104-E	$45.00/Ea.
Determination of Plastic Limit of Soils	Tex-105-E	$45.00/Ea.
Atterberg Limits of Soils	ASTM D 4318 - Tex-106-E	$65.00/Ea.
Bar Linear Shrinkage of Soils	Tex-107-E	$60.00/Ea.
Material Finer #200 Sieve	ASTM D 1140 -Tex-111-E	$60.00/Ea.
Lime Series Testing	Tex-112-E	$400.00Ea.
Moisture-Density Relationship (TxDOT)	Tex-113-E / Tex-114-E	$165.00/Ea.
Standard Proctor	ASTM D 698	$160.00/Ea.
Modified Proctor	ASTM D 1557	$165.00/Ea.
Field Density Test (Nuclear)	ASTM D 2950 - Tex-115-E	$25.00/Ea.
Determination of Soil pH	Tex-128-E	$70.00/Ea.
Soil-Lime Testing	Tex-121-E	$140.00/Ea.
Resistivity of Soils	Tex-129-E	$85.00/Ea.
Sieve Analysis (Dry)(4 Sieves)	ASTM C 136 - Tex-200-F	$65.00/Ea.
Sieve Analysis (Washed)(4 Sieve)	ASTM C 136 - Tex-200-F	$65.00/Ea.
Sieve Analysis (Additional Sieves)	ASTM C 136 - Tex-200-F	$12.00/Ea.
Texas Wet Ball Mill (Base Material Quality)	Tex-116-E	$180.00/Ea.

Coarse and Fine Aggregate Quality Testing

Decantation Test (Conc. Aggr.)	ASTM C117 - Tex-406-A	$40.00/Ea.
Specific Gravity/Absorp. (Conc. Aggr)	ASTM C127 - Tex-403-A	$75.00/Ea.
5 Cycle Magnesium Soundness	ASTM C88 - Tex-411-A	$500.00/Ea.
SSD Unit Weight of Aggregates	ASTM C29 - Tex-404-A	$60.00/Ea.
Percent Voids/Solids in Conc. Aggr.	Tex-405-A	*$15.00/Ea.
*(In Conjunction w/ SSD Unit Wt of Aggregates)		
Sand Equivalent	ASTM D 2419 - Tex-203-F	$75.00/Ea.
Specific Gravity / Absorption (Fine Aggr.)	ASTM C 128 - Tex -403-A	$75.00/Ea.
Organic Impurities in Fine Aggregate	ASTM C 87 - Tex -408-A	$45.00/Ea.
Fineness Modulus of Fine Aggregate	Tex-402-A	$15.00/Ea.
Acid Insoluble of Fine Aggregate	Tex-612-J	$75.00/Ea.

OTHER DIRECT EXPENSES

Concrete and Masonry Field and Laboratory Testing

Slump Test	ASTM C 143 - Tex-415-A	**$ no charge***
Air Content (Pressure Method)	ASTM C 138 - Tex-416-A	$25.00/Ea.
Air Content (Volumetric)	ASTM C 173	$35.00/Ea.
Casting of Concrete Cylinders	ASTM C 31	**$ no charge***
Compressive Strength of Cyl. Specimen	ASTM C 39 - Tex-418-A	$15.00/Ea.
Cylindrical Specimen Prep./Hold/Cure	ASTM C 192	$10.00/Ea.
Casting of Grout Prisms	ASTM C 1019	**$ no charge***
Grout Prism Prep./Cure/Compressive Strength	ASTM C 39	$30.00/Ea.
Casting of Mortar Cubes	ASTM C 780	**$ no charge***
Mortar Cube Prep./Cure/Compressive Strength	ASTM C 109	$30.00/Ea.
Masonry Unit Prep. /Compressive Str. (Set of 3)	ASTM C 140	$200.00/Set
Masonry Unit SPG/Abs./Unit Wt. (Set of 3)	ASTM C 140	$200.00/Set

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

Pavement Thickness / Asphalt Quality

Coring – ACP Thickness	ASTM D 3549	$55.00/Ea.
Pavement Thickness Determination (Full Depth)	ASTM	$55.00/Ea.
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F	$65.00/ Set of 2
Maximum Theoretical SPG (Rice Gravity)	Tex-227-F	$90.00/Ea.
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F	$180.00/Ea.
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F – Part IV	$ 35.00/Ea.
Eff. Of Water on Asphalt Mixtures (As Rec'd)	Tex-531-C	$ 75.00/Ea.

Pavement Investigation

Core Existing Asphalt for Thickness, Perform Caliche Base Thickness, Sieve Analysis and Plasticity Index, Stabilized Subgrade Thickness and Plasticity Index

$400.00/Ea.

Engineering Review, Evaluation, Management & Administration

Test Report.....$18.00/Ea.

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

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

Expenses:

Mileage.....0.55 cents/mile

All other project specific, third-party costs will be charged at cost plus 15 percent.
Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

OTHER DIRECT EXPENSES

SCHEDULE OF FEES FOR GEOTECHNICAL SERVICES

Soil Classification Testing

Moisture Content Determination	$8.50 / Ea.
Determination of Liquid Limit of Soils	$45.00 / Ea.
Determination of Plastic Limit of Soils	$45.00 / Ea.
Atterberg Limits of Soils	$65.00 / Ea.
Bar Linear Shrinkage of Soils	$60.00 / Ea.
Sieve Analysis	
Through # 200 Sieve	$45.00 / Ea.
Finer #200 Sieve	$60.00 / Ea.
Unit Dry Weight	$35.00 / Ea.
Specific Gravity	$75.00 / Ea.

Strength / Volume Change Laboratory Testing

Unconfined Compression-Soil Shelby Tube Specimen	$50.00 / Ea.
Unconfined Compression-Rock Core Specimen	$55.00 / Ea.
Swell Test-Pressure Method	$285.00 / Ea.
Swell Test-Free Swell	$175.00 / Ea.
Consolidation Test	$475.00 / Ea.
Hydraulic Conductivity	$395.00 / Ea.

Geotechnical Field Services

Mobilization	$250.00 / Day
Stand-By Time	$175.00 / Hr.
Soil Boring / Solid Stem	$ 18.00 / Lf.
Soil Boring / Hollow Stem	$ 27.00 / Lf.
Soil Boring / Mud Rotary	$ 27.00 / Lf.
Support Truck	$ 2.00 / Mi.
Peizometer / Monitoring Well	By Quote

Expenses: Mileage.....55 cents/mile

Any project specific, third-party costs will be charged at cost plus 10 percent.
Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1 ½ percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be added to the appropriate service rate charged. Our invoices are due and payable upon receipt at 2100 W. Expressway 83, Mercedes, Texas 78570.

OTHER DIRECT EXPENSES

NOTE: For Cost Plus Fixed Fee, Specified Rate, and Unit Cost - Miscellaneous other direct expenses up to $100 per unit will be reimbursed at cost if approved and documented in advance by the Authority Executive Director. Miscellaneous other direct expenses of $100 per unit or more will not be reimbursed unless a supplemental agreement to the contract and work authorization (if WAs are used) has been executed in advance authorizing the miscellaneous other direct expenses. No more than $2,500 in miscellaneous other direct expenses may be approved by the Authority Executive Director over the life of this contract including prime provider and subproviders. **For Lump Sum -** This statement does not apply.

Profit not allowed on Other Direct Expenses. Costs included in overhead will not be reimbursed as other direct expenses. **For Cost Plus Fixed Fee, Specified Rate, and Unit Cost -** Unless fixed, actual rates to be billed not to exceed the maximum shown. Documentation such as receipts or usage logs for other direct expenses are necessary for reimbursement, except for meals. **For Lump Sum -** No documentation required. Invoicing by physical percent complete includes combination of direct labor and other direct expenses.

NOTE:

1.) The Engineer's policy is to prepare its overhead schedules which supports the statement of Direct Labor; of Fringe Benefits and General Overhead, on the basis 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; utilities; taxes; promotion expense; supplies; telephone; pagers; printing and reproduction not directly charged to a specific task on an individual project; lease expense; dues, repairs and maintenance; travel; automobile expense; meals; parking; computers; deliveries not directly charged to a specific task on an individual project; recruiting; professional fees; contributions; gifts; payroll services; moving expenses and miscellaneous expenses.

ATTACHMENT "E-3"
MAXIMUM AMOUNT PAYABLE

NO.	TASK	PROJECTED HOURS	ENGINEERING FEE	% OF EST. CONSTR. COST
1	Route Studies; Develop 4 Lane Schematics; Drainage Studies and Utility Research[1]	2,704	$ 270,371.60	1.5%
2	Survey Topo[3]	901	$ 54,074.00	0.3%
3	Survey Parcel Maps[4]	413	$ 24,800.00	0.14%
4	Final Design (Development of Plans and Specifications / Geotechnical[1]	9,914	$ 991,362.52	5.5%
5	Construction Administration (Shop Drawing Review)[1]	901	$ 90,123.87	0.5%
	Totals	14,833	$ 1,430,731.98	7.94%

Assumptions:

1) "Advanced Planning" to "Design" construction cost for SH 365 along US 281 Military Highway $ 18,024,773

2) Average hourly rate = $100/Hour

3) Average hourly rate for surveying topo = $60/Hour

4) Average hourly rate for surveying (parcel maps) = $60 / hr (utilizing 8 parcels @ $3,100.00 / parcel)

5) Final scope of services, engineering fee and schedule will be determined in each approved work authorization.

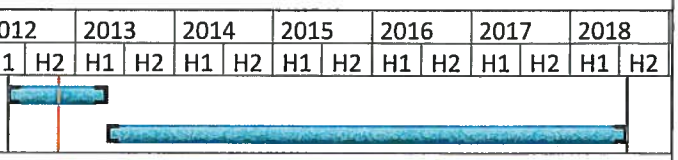
ATTACHMENT F

WORK SCHEDULE

ATTACHMENT "F"

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PROFESSIONAL ENGINEERING / DESIGN SERVICES
SH 365
WORK SCHEDULE
TEDSI Infrastructure Group, Inc.

ID	Task Name	Start	Finish
1	Work Authorization No. 1	Tue 5/1/12	Tue 4/30/13
2	Future Work Authorizations	Wed 5/1/13	Tue 7/31/18



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 Engineer 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. Engineering Firm
    - d. Water
      - i. Engineering 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 engineering 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 **12.2%** 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 **12.2 %** 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: 12.2% Federally Funded _____
County Funded _____
Prime Provider: TEDSI Infrastructure Group, Inc. Total Contract Amount: $1,430,731.98
Prime Provider Info: DBE____HUB ___ Both ___
Vendor ID #:_____ 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 *
Unintech Consulting Engineers, Inc.					
Guzman & Muñoz Engineering and Surveying, Inc.					
Barrera-Torres Infrastructure, Inc.					
&G Engineering Laboratory					
Cortran Engineering, PLLC					
Subprovider(s) Contract or % of Work* Totals					

*For Work Authorization Contracts, indicate the % of work to be performed by each subprovider.

Total DBE **or** HUB Commitment Dollars $0.00 (DBE)

Total DBE **or** HUB Commitment Percentages of Contract 0% (DBE)
(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: _____ and attach with the work authorization or supplemental work authorization.***

Contract #: _____ Assigned Goal: 0% Prime Provider TEDSI Infrastructure Group, Inc.

Work Authorization (WA)#: _____ WA Amount: $0 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.)*
FC	**$0**
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: TEDSI Infrastructure Group, Inc. **Address: 1201 E. Expressway 83, Mission, TX 78572** **VID Number:** **PH: (956) 424-7898; & FAX: (956) 424-7022** **Email: jsalinas@tedsi.com**	**Name:** Jesus Salinas. ***(Please Print)*** **Title:** President _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name: Unintech Consulting Engineers** **VID Number:** **Address: 2431 E. Evans Rd. San Antonio, TX** **PH: (210)641-6003; FX: (210) 641-8279** **Email: chew@unintech.com**	**Name:** Min Chow Hew ***(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).

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% Prime Provider TEDSI Infrastructure Group, Inc.

Work Authorization (WA)#: _____WA Amount: **$0** 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.)*
FC	**$0**
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: TEDSI Infrastructure Group, Inc. **Address: 1201 E. Expressway 83 Mission, TX 78572** **VID Number:** **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: Guzman & Muñoz Engineering and Surveying, Inc.** **VID Number:** **Address: 2020 E. Expressway 83 Mercedes, TX 78570** **PH: (956) 565-4637; FX: (956) 565-4636** **Email: jmunoz@gmes.biz**	**Name:** Jose Muñoz ***(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).

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% Prime Provider TEDSI Infrastructure Group, Inc.

Work Authorization (WA)#: _____WA Amount: **$0** 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.)*
FC	**$0**
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: TEDSI Infrastructure Group, Inc. **Address: 1201 E. Expressway 83 Mission, TX 78572** **VID Number:** **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: Barrera-Torres Infrastructure, Inc.** **VID Number:** **Address: 7001 N 10th Street** **PH: (956) 687-3355; FX: (956) 992-8801** **Email: rene@big-engineering.com**	**Name:** Jose F. Torres ***(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).

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% Prime Provider TEDSI Infrastructure Group, Inc.

Work Authorization (WA)#: _____ WA Amount: **$0** 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.)*
FC	**$0**
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: TEDSI Infrastructure Group, Inc. **Address: 1201 E. Expressway 83 Mission, TX 78572** **VID Number:** **PH: (956) 424-7898 FX: (956) 424-7022** **Email:**	**Name:** Jesus Salinas ***(Please Print)*** **Title:** President _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name: L&G Engineering Laboratory** **VID Number:** **Address: 900 S. Stewart Rd. Ste. 6 Mission, TX 78572** **PH: (956) 583-7117; FX: (956) 583-7116** **Email: dsaenz@lgengineers.com**	**Name:** David A. Saenz ***(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).

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% Prime Provider TEDSI Infrastructure Group, Inc.

Work Authorization (WA)#: _____ WA Amount: **$0** 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.)*
FC	**$0**
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: TEDSI Infrastructure, Inc. **Address: 1201 W. Expressway 83 Mercedes, TX 78572** **VID Number:** **PH: (956) 565-0760 FX: (956) 565-6746** **Email: jsalinas@tedsi.com**	**Name:** Jesus Salinas ***(Please Print)*** **Title:** President _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name: Cortran Engineering, PLLC** **VID Number:** **Address: 721 E. Esperanza Suite H McAllen, TX 78504** **PH: (956) 971-0289; FX: (956) 289-8724** **Email: yara@cortranengineering.com**	**Name:** Yara Corbitt ***(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).

ATTACHMENT H-3
Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) _____/_____

Contract #: _____
Date of Execution: _____
Prime Provider: TEDSI Infrastructure Group, Inc.
Work Authorization No. : _____

Original Contract Amount: **$0**
Approved Supplemental Agreements: **$0**
Total Contract Amount: **$0**
Work Authorization Amount: **$0**

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
	Unintech Consulting Engineering, Inc.						
	Guzman & Muñoz Engineering and Surveying, Inc.						
	Barrera-Torres Infrastructure, Inc.						
	L&G Engineering Laboratory						
	Cortran Engineering, PLLC						

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: 12.2 % **OR** HUB Goal: ____%

Total Contract Amount: **$0** Total Contract Amount: $1,430,731.98

Contract Number:

Vendor ID #	Subprovider	Total $ Amount Paid to Date
	Unintech Consulting Engineering, Inc.	
	Guzman & Muñoz Engineering and Surveying, Inc.	
	Barrera-Torres Infrastructure, Inc.	
	L&G Engineering Laboratory	
	Cortran Engineering, PLLC	
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
None		
Unintech Consulting Engineering, Inc.		
Guzman & Muñoz Engineering and Surveying, Inc.		
Barrera-Torres Infrastructure, Inc.		
L&G Engineering Laboratory		
Cortran Engineering, PLLC		

The information must be provided and returned with the contract.

_____ _____

Signature Date

Jesus Salinas, President jsalinas@tedsi.com (956) 424-7898

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

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

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

B2Z ENGINEERING, LLC (VN 23626)

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month.

Current certification information will be listed in the TUCP Directory.
The TUCP Directory website is www.txdot.gov

Tamela C. Saldana, Ph.D., Director
DBE & SBE Programs
Office of Civil Rights

ATTACHMENT I

CERTIFICATE OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/14/2012

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 Group 4544 Post Oak Place, Suite 320 Houston, TX 77027	CONTACT NAME: Nicole Schlueter PHONE (A/C, No, Ext): 713-463-4550 FAX (A/C, No): 713-463-4590 E-MAIL ADDRESS:
INSURED TEDSI Infrastructure Group, Inc. 1201 East Expressway #83 Mission, TX 78572	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: American Casualty Company — 20427 INSURER B: Valley Forge Insurance Company — 20508 INSURER C: Continental Casualty — 20443 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2011-2012 Mission **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 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC			1075066054	09/11/2011	09/11/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 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			2097261054	09/11/2011	09/11/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			2090503299	09/11/2011	09/11/2012	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	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		268980107	09/11/2011	09/11/2012	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
C	Professional Liability			AEH113771047	09/11/2011	09/11/2012	$2,000,000 Each Claim $2,000,000 Aggregate	

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

Project: US-281 Military Highway; Hidalgo County Regional Mobility Authority is additional insured respects general liability as required by written contract. Waiver of subrogation in favor Hidalgo County Regional Mobility Authority as required by written contract.

CERTIFICATE HOLDER

Hidalgo County Regional Mobility Authority
510 S. Pleasantview Dr.
Weslaco, TX 78596

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

Byron Johnson/NICOLE

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The ACORD name and logo are registered marks of ACORD

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: TEDSI INFRASTRUCTURE GROUP, INC.

BY:_____

DATE: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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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.**

Jesse Salinas, CEO - Employee of TEDSI Infrastructure Group, 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.**

Mr. Godfrey Garza, CFM

Name of Officer

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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.

Business relationship - TEDSI Infrastructure Group, Inc. has a current contract agreement with Integ Consulting, Inc. to provide professional services on various projects.

4

Signature of person doing business with the governmental entity

05-14-12

Date

Adopted 06/29/2007

CONFLICT OF INTEREST QUESTIONNAIRE

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Jesse Salinas, CEO - Employee of TEDSI Infrastructure Group, Inc.

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Mr. Tracey Hill

Name of Officer

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05-14-12

Date

Adopted 06/29/2007

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Ms. Sharon Becca

Name of Officer

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1 **Name of person who has a business relationship with local governmental entity.**

Craig F. Stong, P.E. - Employee of TEDSI Infrastructure Group, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

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Mr. Godfrey Garza, CFM

Name of Officer

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Signature of person doing business with the governmental entity

7/22/11

Date

Adopted 06/29/2007

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

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Ms. Sharon Becca

Name of Officer

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Business relationship - TEDSI Infrastructure Group, Inc. has a current contract agreement with Atkins to provide professional services on various projects.

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7/22/11

Date

Adopted 06/29/2007

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OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Jules M. Morris, Jr., P.E. - Employee of TEDSI Infrastructure Group, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

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Jules M. Morris P.E.

Signature of person doing business with the governmental entity

7/21/11

Date

Adopted 06/29/2007

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Signature of person doing business with the governmental entity

7/21/11

Date

Adopted 06/29/2007

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Name of Officer

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OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Mark W. Lupher, P.E., RPLS, CFM - Employee of TEDSI Infrastructure Group, 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.**

Mr. Godfrey Garza, CFM

Name of Officer

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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.

Business Relationship - TEDSI Infrastructure Group, Inc., has a current contract agreement with Integ Consulting, Inc. to provide professional services on various projects

4

Signature of person doing business with the governmental entity

7·13·11

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

1 **Name of person who has a business relationship with local governmental entity.**

Mark W. Lupher, P.E., RPLS, CFM - Employee of TEDSI Infrastructure Group, Inc.

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3 **Name of local government officer with whom filer has employment or business relationship.**

Mr. Tracey Hill

Name of Officer

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Business Relationship - TEDSI Infrastructure Group, Inc., has a current contract agreement with Atkins to provide professional services on various projects.

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Mark W. Lupher

Signature of person doing business with the governmental entity

7-13-11

Date

Adopted 06/29/2007

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Mark W. Lupher, P.E., RPLS, CFM - Employee of TEDSI Infrastructure Group, Inc.

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Ms. Sharon Becca

Name of Officer

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7.13.11

Date

Adopted 06/29/2007

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Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Linhua Li, P.E. - Employee of TEDSI Infrastructure Group, Inc.

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3 **Name of local government officer with whom filer has employment or business relationship.**

Mr. Godfrey Garza, CFM

Name of Officer

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Linhua Li

Signature of person doing business with the governmental entity

7-13-2011

Date

Adopted 06/29/2007

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Date Received

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Linhua Li, P.E. - Employee of TEDSI Infrastructure Group, Inc.

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3 **Name of local government officer with whom filer has employment or business relationship.**

Mr. Tracey Hill

Name of Officer

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7-13-2011

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Linhua Li, P.E. - Employee of TEDSI Infrastructure Group, Inc.

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3 **Name of local government officer with whom filer has employment or business relationship.**

Ms. Sharon Becca

Name of Officer

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Business Relationship - TEDSI Infrastructure, Inc. has a current contract agreement with Atkins to provide professional services on various projects.

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1 **Name of person who has a business relationship with local governmental entity.**

Kai Zhao, P.E. - Employee of TEDSI Infrastructure Group, Inc.

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3 **Name of local government officer with whom filer has employment or business relationship.**

Mr. Godfrey Garza, CFM

Name of Officer

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Kai Zhao, P.E. - Employee of TEDSI Infrastructure Group, Inc.

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Mr. Tracey Hill

Name of Officer

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Ms. Sharon Becca

Name of Officer

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Zameer Ahmed, P.E. - Employee of TEDSI Infrastructure Group, Inc.

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Name of Officer

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Zameer Ahmed, P.E. - Employee of TEDSI Infrastructure Group, Inc.

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Yohannes Tadesse, P.E. - Employee of TEDSI Infrastructure Group, Inc.

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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.

Business Relationship - TEDSI Infrastructure Group, Inc., has a current contract agreement with Atkins to provide professional services on various projects.

4 Yohannes Tadesse

Signature of person doing business with the governmental entity

7-13-2011

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.

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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.**

Yohannes Tadesse, P.E. - Employee of TEDSI Infrastructure Group, 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.**

Mr. Godfrey Garza, CFM

Name of Officer

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☐ 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?

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☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

Business Relationship - TEDSI Infrastructure Group, Inc., has a current contract agreement with Integ Consulting, Inc. to provide professional services on various projects

4 Yohannes Tadesse

Signature of person doing business with the governmental entity

7-13-2011

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

1 **Name of person who has a business relationship with local governmental entity.**

Yohannes Tadesse, P.E. - Employee of TEDSI Infrastructure Group, 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.**

Ms. Sharon Becca

Name of Officer

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☐ Yes ☒ No

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☐ Yes ☒ No

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☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

Business Relationship - TEDSI Infrastructure, Inc. has a current contract agreement with Atkins to provide professional services on various projects.

4

Yohannes Tadesse

Signature of person doing business with the governmental entity

7-13-2011

Date

Adopted 06/29/2007

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

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OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

GEORGE RAMON

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

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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 G Ramon

Signature of person doing business with the governmental entity

7-13-2011

Date

Adopted 06/29/2007

FORM CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

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1 **Name of person who has a business relationship with local governmental entity.**

Laura Nassri Warren, AIA/President
The Warren Group Architects, 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.**

Alonzo Cantu, Board Member
Name of Officer

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☐ 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?

Laura Nassri Warren, AIA/President of The Warren Group Architects provided Architectural Services to Cantu Construction and Development Co. (Mr. Alonzo Cantu) for Private Development.

☒ 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.

Laura Nassri Warren, AIA/President of The Warren Group Architects provided Architectural Services to Cantu Construction and Development Co. (Mr. Alonzo Cantu) for Private Development.

4

Signature of person doing business with the governmental entity

7-14-2011
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

1 **Name of person who has a business relationship with local governmental entity.**

Min Chow (Clifford) Hew, P.E., — Employee of Unintech Consulting Engineers, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

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3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

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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

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☐ 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

7-20-11

Date

Adopted 06/29/2007

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

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OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Jerome A. Quintero, P.E., R.P.L.S., — Employee of Unintech Consulting Engineers, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

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3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

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Signature of person doing business with the governmental entity

7/20/2011

Date

Adopted 06/29/2007

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

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OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Yue (Joseph) Zhu, P.E., — Employee of Unintech Consulting Engineers, Inc.

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N/A

Name of Officer

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D. Describe each employment or business relationship with the local government officer named in this section.

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Signature of person doing business with the governmental entity

7-20-11

Date

Adopted 06/29/2007

CONFLICT OF INTEREST QUESTIONNAIRE

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OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Jose F. Torres, P.E.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

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3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

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☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

N/A

4

Jose F. Torres, P.E.

Signature of person doing business with the governmental entity

7/21/2011

Date

Adopted 06/29/2007

CONFLICT OF INTEREST QUESTIONNAIRE

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OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

RENE BARRERA, P.E.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

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N/A.

Name of Officer

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☐ Yes ☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

N/A.

4

P.E. 7/21/2011

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

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OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

Yara M. Corbitt, P.E., President - Cortran Engineering, PLLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

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N/A

Name of Officer

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☐ 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

07/11/2011

Date

Adopted 08/29/2007

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

	OFFICE USE ONLY
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1 **Name of person who has a business relationship with local governmental entity.**

NONE

2 ☐ **Check this box if you are filling an update to a previously filed questionnaire.**

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3 **Name of local government officer with whom filer has employment or business relationship.**

NONE

Name of Officer

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☐ Yes ☒ NA No

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☐ Yes ☒ NA 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 ☒ NA No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Jon L Mun — **July 21, 2011**

Signature of person doing business with the governmental entity — Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

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1 **Name of person who has a business relationship with local governmental entity.**

NONE

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

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Name of Officer

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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 ☒ NA No

D. Describe each employment or business relationship with the local government officer named in this section.

4 [signature]

Signature of person doing business with the governmental entity

July 21, 2011

Date

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

1 **Name of person who has a business relationship with local governmental entity.**

Mark P. McClelland, PE, Employee of L&G Engineering Laboratory

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

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None

Name of Officer

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☐ 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

Mark P. McClelland

Signature of person doing business with the governmental entity

7/20/2011

Date

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.**

David A. Saenz, P.E., Employee of L&G Engineering Laboratory

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

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

7/21/11

Date

Adopted 06/29/2007

CCO-16
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.

TEDSI Infrastructure Group, Inc.
Name of Provider

Signature of Certifying Official

Chief Executive Officer
Title of Certifying Official

05/14/12
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

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Cortran Engineering, PLLC - Yara M. Corbitt
Name of Provider

Signature of Certifying Official

President
Title of Certifying Official

05/12/12
Date

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L&G Engineering Laboratory, LLC.
Name of Provider

Signature of Certifying Official

Jacinto Garza, P.E. CEO/President
Title of Certifying Official

05/14/12
Date

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Guzman & Munoz Engineering and Surveying, Inc.
Name of Provider

Signature of Certifying Official

President
Title of Certifying Official

05/14/12
Date

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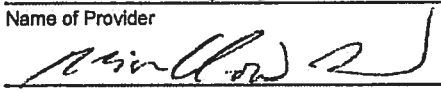
Unintech Consulting Engineers, Inc.
Name of Provider


Signature of Certifying Official

CEO
Title of Certifying Official

05/14/12
Date

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* federal, state or local

Texas Department of Transportation

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(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

BARRERA TORRES INFRASTRUCTURE, PLLC
Name of Provider

Signature of Certifying Official

PRESIDENT
Title of Certifying Official

5/14/12
Date

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* federal, state or local

ATTACHMENT K
DEBARMENT CERTIFICATION

CCO-16
DEBARMENT CERTIFICATION
ARCHITECTURAL, ENGINEERING AND SURVEYING ("PROVIDER") CONTRACTS

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L&G Engineering Laboratory, LLC.
Name of Provider

Signature of Certifying Official

Jacinto Garza, P.E. CEO/President
Title of Certifying Official

05/14/12
Date

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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012 – 39

APPROVAL OF AMENDED AND RESTATED PROFESSIONAL SURVEYIHG SERVICES AGREEMENT WITH DOS LAND SURVEYING FOR SH 365 FROM FM 1016 TO SH 336

THIS RESOLUTION is adopted this 21ST day of November, 2012 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 October 27, 2011, the Authority awarded a professional surveying service agreement to DOS Land Surveying (the "Consultant") to perform surveying work for the SH 365 Project from FM 1016 to SH 336 in the maximum payable amount of $603,263.00;

WHEREAS, on November 15, 2011, the Authority approved Supplemental Number 1 to the professional surveying service agreement with Consultant in the amount $50,000.00 for a revised maximum payable amount of $653,263.00;

WHEREAS, on November 15, 2011, the Authority also approved Work Authorization Number 1 and Work Authorization Number 2 with Consultant in the amounts of $603,263.00 and $50,000.00 respectively;

WHEREAS, the Authority has determined it is necessary to Amend and Restate the professional surveying service agreement with the Consultant to revise the Scope of Service, Work Authorization requirement and DBE/HUB reporting requirement;

WHEREAS, the Consultants maximum payable amount remains at $653,263.00 and Work Authorizations Numbers 1 and 2 aggregate amount remains at $653.263.00;

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 the Amended and Restated Agreement attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Amended and Restated 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 21st day of November, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

PROFESSIONAL SURVEYING SERVICE AGREEMENT WITH DOS LAND SURVEYING DATED OCTOBER 27, 2011

♦Contract♦

Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)

SURVEYING SERVICES
For SH 365 Segments 0032/0034
From just west of FM 1016
(Conway Ave) to SH 336 (10th St)

November 21, 2012

DOS LAND SURVEYING, LLC

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 Dos Land Surveying, LLC (hereinafter the "Surveyor"), having its principal business address at 1002 East Expressway 83 Weslaco, Texas 78596 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 **STATE HIGHWAY 365 SURVEY PROJECT FOR SEGMENTS 0032/0034 FROM FM 1016 (CONWAY AVE.) TO SH 336 (10TH STREET)** (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 31, 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 $653,278.00 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:**
Dos Land Surveying, LLC 1002 East Expressway 83 Weslaco, TX 78596 Attn: Eric C. Ybarra President	Hidalgo County Regional Mobility Authority (HCRMA) 118 South Cage Boulevard, 4th Floor Pharr, Texas 78577 Attn: Dennis Burleson Chairman of the Board

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

By: _____

Name: Pilar Rodriguez

Title: Executive Director

Hidalgo County Regional Mobility Authority

Date: 11/28/2012

SURVEYOR

By: _____

Name: Eric C. Ybarra

Title: President

Company: Dos Land Surveying, LLC

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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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 two million dollars ($2,000,000) 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

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.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE SURVEYOR

Attachment C.1 – Detailed Scope of Service for

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:

NOT Applicable... Primary Control was performed by others and has been submitted to HCRMA/PMC

1.1.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
		1.1.1.1	N/A		
		1.1.1.2			
		1.1.1.3			

1.1.2 Field Work Tasks.

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
		1.1.2.1	N/A		
		1.1.2.2			
		1.1.2.3			

1.1.3 Office Work / Delivery Preparation Tasks

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
Others		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.1 – Detailed Scope of Service for

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:

10th Street to Conway Rd., (FM 1016), Excluding section between Shary Rd. and the GSA Connector

From Shary Rd. and the GSA Connector

1.2.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:		Task is Included (no color) Task Not Included modification needed ~~Task Not needed or performed by Others~~	
N/A		1.2.1.1	~~Contact and Coordinate with PMC for …~~ • ~~Intended use of survey, Extent of survey, Accuracy required, required form of deliverable and method of display, files required and etc.~~
PMC	DOS	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:		Task is Included (no color) Task Not Included modification needed ~~Task Not needed or performed by Others~~	
	DOS	1.2.2.1	Locate, recover and flag panel points. *(Existing on Ground)*
	DOS	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:		Task is Included (no color) Task Not Included modification needed ~~Task Not needed or performed by Others~~	
	DOS	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.
		1.2.3.2	

Attachment C.1 – Detailed Scope of Service for

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:

Not Applicable... Photogrammetric Control was performed by others and has been submitted to HCRMA/PMC

1.3.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
Others		1.3.1.1	~~Contact and Coordinate with PMC 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:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
Others		1.3.2.1	~~Layout aerial targets as per plan.~~		
Others		1.3.2.2	~~Survey each aerial target point using GPS RTK "Control Observation" procedures.~~		
Others		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		1.3.2.4	~~Maintain GPS data observation ground crew during flight (if applicable)~~		
Others		1.3.2.5	~~Remove aerial targets after photogrammetry process has been completed.~~		

1.3.3 Office Work / Delivery Preparation Tasks

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
Others		1.3.3.1	~~Process XYZ coordinates and submit coordinate values and all necessary panel point information to photogrammetrist~~		
Others		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.1 – Detailed Scope of Service for

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:

10th Street to Conway Rd., (FM 1016), Excluding section between Shary Rd. and the GSA Connector

From Shary Rd. and the GSA Connector

1.4.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:		Task is Included (no color) Task Not Included modification needed ~~Task Not needed or performed by Others~~	
PMC	DOS	1.4.1.1	Contact and Coordinate with PMC 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	
		1.4.1.3	

1.4.2 Field Work Tasks.

To be provided by:		Task is Included (no color) Task Not Included modification needed ~~Task Not needed or performed by Others~~	
	DOS	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.
	DOS	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.
	DOS	1.4.2.3	Revisit project ONE additional time, (or as directed by PMC), to maintain and / or re-stake disturbed or obliterated points.
		1.4.2.4	

1.4.3 Office Work / Delivery Preparation Tasks

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
	DOS	1.4.3.1	Provide PMC with Stakeout report		
	DOS	1.4.3.2	Provide reports as per PMC request, i.e., Geographic Lat/Long of staked points.		
		1.4.3.3			

Attachment C.3 – Detailed Scope of Service for

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:

NOT Applicable... Aerial DTM and Planimetrics were performed by others and have been submitted to HCRMA/PMC

3.1.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:		Task is Included (no color) / Task Not Included / modification needed / ~~Task Not needed or performed by Others~~	
N/A		3.1.1.1	~~Contact and Coordinate with PMC 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	
		3.1.1.3	

3.1.2 Field Work Tasks.

To be provided by:		Task is Included (no color) / Task Not Included / modification needed / ~~Task Not needed or performed by Others~~	
N/A		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)~~
N/A		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		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)~~

N/A		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.~~ ~~o (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.~~ ~~o (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.~~ ~~o (See Attachment C.6 Special or Mitigation Surveys for special, detailed or offsite Drainage / Irrigation / Flood Control Structure Survey)~~ ~~o (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.~~ ~~o (See Attachment C.5 for Utility Surveying Scope)~~
		3.1.2.5	

3.1.3 Office Work / Delivery Preparation Tasks

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
N/A		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		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		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.3 – Detailed Scope of Service for

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:

10th Street to Conway Rd., (FM 1016),, Excluding section between Shary Rd. and the GSA Connector

From Shary Rd. and the GSA Connector

3.2.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
PMC	DOS	3.2.1.1	Contact and Coordinate with PMC 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			
		3.2.1.3			

3.2.2 Field Work Tasks.

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
	DOS	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. o (See Special or Mitigation Surveys for special and extended Topo Survey).		
	DOS	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. o (See Special or Mitigation Surveys for special and extended Topo Survey)		
	DOS	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. o (See Special or Mitigation Surveys for special and extended Topo Survey)		

	DOS	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. o (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. o (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. o (See Attachment C.6 Special or Mitigation Surveys for special, detailed or offsite Drainage / Irrigation / Flood Control Structure Survey) o (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. o (See Attachment C.5 for Utility Surveying Scope)

3.2.3 Office Work / Delivery Preparation Tasks

To be provided by:	Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~

	DOS	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)
	DOS	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.
	DOS	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.4 – Detailed Scope of Service for

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:

10th Street to Conway Rd., (FM 1016), Excluding section between Shary Rd. and the GSA Connector

From Shary Rd. and the GSA Connector

4.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:		Task is Included (no color) / Task Not Included / modification needed / ~~Task Not needed or performed by Others~~	
PMC	DOS	4.1.1	Contact and Coordinate with PMC 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)
	DOS	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.
PMC	DOS	4.1.3	Obtain ROE information and work performed in the Right of Entry phase of project. (If Available)
PMC		4.1.4	HCRMA will obtain "Abstracts of Title" or "Title Reports" of Parent Tracts from a reputable Abstract Company or Landman. PMC will make "Abstracts of Title" or "Title Runs" and other abstracted information available to Surveyor.
	DOS	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:		Task is Included (no color) / Task Not Included / modification needed / ~~Task Not needed or performed by Others~~	
	DOS	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.
	DOS	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	

4.3 Office Work / Delivery Preparation Tasks

To be provided by:		Task is Included (no color) / Task Not Included / modification needed / ~~Task Not needed or performed by Others~~	
	DOS	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")*
	DOS	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.
	DOS	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 PMC 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.5 – Detailed Scope of Service for

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:

10th Street to Conway Rd., (FM 1016), Excluding section between Shary Rd. and the GSA Connector

From Shary Rd. and the GSA Connector

5.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:		Task is Included (no color) Task Not Included modification needed ~~Task Not needed or performed by Others~~	
ENG.		5.1.1	~~Contact and Coordinate with PMC 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.		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.		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.		5.1.4	~~Contact TxDOT utility coordinator for permit records and/or as-built construction plans.~~
ENG.		5.1.5	~~Contact and coordinate with Texas 811 (Dig Tess) to locate and mark underground utilities.~~
ENG.		5.1.6	~~Contact and coordinate with Municipalities to locate and mark underground utilities.~~
ENG.		5.1.7	~~Contact Texas Railroad Commission for major gas/oil transmission lines digital computer files and maps.~~
ENG		5.1.8	~~Attend all utility coordination meetings~~

5.2 Field Work Tasks.

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
	DOS	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	
		5.2.3	

5.3 Office Work / Delivery Preparation Tasks

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
ENG.		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	
		5.3.3	

Attachment C.6 – Detailed Scope of Service for

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:

10th Street to Conway Rd., (FM 1016), Excluding section between Shary Rd. and the GSA Connector

From Shary Rd. and the GSA Connector

6.1.1.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
PMC / ENG.	DOS	6.1.1.1.1	Contact and Coordinate with PMC 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			
		6.1.1.1.3			

6.1.1.2 Field Work Tasks.

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
	DOS	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			
		6.1.1.2.3			

6.1.1.3 Office Work / Delivery Preparation Tasks

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
	DOS	6.1.1.3.1	Prepare cross sectional, (Elevation), details and exhibits as directed.		
		6.1.1.3.2			
		6.1.1.3.3			

6.1 Surveys for Engineering Design

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:

10th Street to Conway Rd., (FM 1016), Excluding section between Shary Rd. and the GSA Connector

From Shary Rd. and the GSA Connector

6.1.2.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
PMC / ENG.	DOS	6.1.2.1.1	Contact and Coordinate with PMC 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			
		6.1.2.1.3			

6.1.2.2 Field Work Tasks.

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
	DOS	6.1.2.2.1	Measurements to obtain cross sectional, (Elevation), details on culvert components such as size, construction, apron, wing walls, hydraulic openings, silting, and other details requested by design engineer		
		6.1.2.2.2			
		6.1.2.2.3			

6.1.2.3 Office Work / Delivery Preparation Tasks

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
	DOS	6.1.2.3.1	Prepare cross sectional, (Elevation), details and exhibits as directed.		
		6.1.2.3.2			
		6.1.2.3.3			

6.1 Surveys for Engineering Design

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:

10th Street to Conway Rd., (FM 1016), Excluding section between Shary Rd. and the GSA Connector

From Shary Rd. and the GSA Connector

6.1.3.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
PMC / ENG.	DOS	6.1.3.1.1	Contact and Coordinate with PMC 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			
		6.1.3.1.3			

6.1.3.2 Field Work Tasks.

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
	DOS	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			
		6.1.3.2.3			

6.1.3.3 Office Work / Delivery Preparation Tasks

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
	DOS	6.1.3.3.1	Prepare cross sectional, (Elevation), details and exhibits as directed		
		6.1.3.3.2			
		6.1.3.3.3			

6.1 Surveys for Engineering Design

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:

10th Street to Conway Rd., (FM 1016), Excluding section between Shary Rd. and the GSA Connector

From Shary Rd. and the GSA Connector

6.1.4.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
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. / PMC	DOS	6.1.4.1.2	Contact and Coordinate with PMC 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			

6.1.4.2 Field Work Tasks.

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
UTIL. Co.	DOS	6.1.4.2.1	Log and survey, depths and locations of "potholes".		
		6.1.4.2.2			
		6.1.4.2.3			

6.1.4.3 Office Work / Delivery Preparation Tasks

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
ENG.		6.1.4.3.1	~~Update digital Utility (3D) Map produce in Attachment C.5 Utility Surveys.~~		
		6.1.4.3.2			
		6.1.4.3.3			

6.1 Surveys for Engineering Design

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:

10th Street to Conway Rd., (FM 1016), Excluding section between Shary Rd. and the GSA Connector

From Shary Rd. and the GSA Connector

6.1.5.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
ENG. / PMC	DOS	6.1.5.1.1	Contact and Coordinate with PMC 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			
		6.1.5.1.3			

6.1.5.2 Field Work Tasks.

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
	DOS	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.		
	DOS	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.		
	DOS	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:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
	DOS	6.1.5.3.1	RE-PROCESS all survey data using and submit updated digital DTM and Planimetrics		
		6.1.5.3.2			
		6.1.5.3.3			

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:

Not Applicable... To be determined

6.2.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
Others		6.2.1.1	~~Contact and Coordinate with PMC 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			
		6.2.1.3			

6.2.2 Field Work Tasks.

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
		6.2.2.1	N/A		
		6.2.2.2			
		6.2.2.3			

6.2.3 Office Work / Delivery Preparation Tasks

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
		6.2.3.1	N/A		
		6.2.3.2			
		6.2.3.3			

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:

Not Applicable... To be determined

6.3.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
Others		6.3.1.1	~~Contact and Coordinate with PMC 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			
		6.3.1.3			

6.3.2 Field Work Tasks.

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
		6.3.2.1	N/A		
		6.3.2.2			
		6.3.2.3			

6.3.3 Office Work / Delivery Preparation Tasks

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
		6.3.3.1	N/A		
		6.3.3.2			
		6.3.3.3			

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:

10th Street to Conway Rd., (FM 1016), Excluding section between Shary Rd. and the GSA Connector

From Shary Rd. and the GSA Connector

6.4.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
PMC / Geo	DOS	6.4.1.1	Contact and Coordinate with PMC 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			
		6.4.1.3			

6.4.2 Field Work Tasks.

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
	DOS	6.4.2.1	Stake out 125 bore holes / Field locate finished boreholes.		
		6.4.2.2			
		6.4.2.3			

6.4.3 Office Work / Delivery Preparation Tasks

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
		6.4.3.1	N/A		
		6.4.3.2			
		6.4.3.3			

Attachment C.7 – Detailed Scope of Service for

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:

100 parcels estimated... final number of parcels has not been determined.

7.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:		Task is Included (no color) / Task Not Included / modification needed / ~~Task Not needed or performed by Others~~	
PMC	DOS	7.1.1	Contact and Coordinate with PMC 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 PMC has on hand.
PMC		7.1.2	Deliver "Abstracts of Title" or "Title Reports" of Parent Tracts prepared by Title Co.
PMC		7.1.3	Deliver HCRMA survey monument caps (if applicable)
PMC	DOS	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 PMC for uniformity of Parcel creation methodology. • ROW MAP Requirements. • Parcel Plats and Parcel Descriptions Requirements.

7.2 Field Work Tasks.

To be provided by:		Task is Included (no color) / Task Not Included / modification needed / ~~Task Not needed or performed by Others~~	
	DOS	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.
	DOS	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)
	DOS	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:		Task is Included (no color) / Task Not Included / modification needed / ~~Task Not needed or performed by Others~~	
	DOS	7.3.1	Analyze, define and create final Parcels and Parcel numbering plan. • See Parcel creation definition above.
	DOS	7.3.2	Update existing Planimetric map with any new or missing features or encroachments.

	DOS	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
	DOS	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.8 – Detailed Scope of Service for

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:

10th Street to Conway Rd., (FM 1016), excluding section between Shary Rd. and the GSA Connector

From Shary Rd. and the GSA Connector

8.1 Coordination, Admin., Research and Abstracting Tasks.

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
PMC	DOS	8.1.1	Contact and Coordinate with PMC... • 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			
		8.1.3			

8.2 Field Work Tasks.

To be provided by:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
	DOS	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.		
	DOS	8.2.2	Survey each benchmark using GPS RTK "Control Observation" procedures for horizontal value.		
	DOS	8.2.3	Survey each bench mark using 3-wire leveling procedures for vertical value.		
	DOS	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:		Task is Included (no color)	Task Not Included	modification needed	~~Task Not needed or performed by Others~~
	DOS	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			
		8.3.3			

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 Dos Land Surveying, LLC (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 SH 365 Segments 0032/0034 from FM 1016 (Conway Ave.) to SH 336 (10th St).

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 Dos Land Surveying, LLC (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 F

WORK SCHEDULE

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-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 **12.2%** 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 **12.2 %** 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. <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>
   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: 12.2% Federally Funded _____
County Funded _____
Prime Provider: Dos Land Surveying, LLC Total Contract Amount: $_____
Prime Provider Info: DBE____HUB ___ Both ___
Vendor ID #:_____ 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 ***
Subprovider(s) Contract or % of Work* Totals					

*For Work Authorization Contracts, indicate the % of work to be performed by each subprovider.

Total DBE **or** HUB Commitment Dollars $0.00 (DBE)

Total DBE **or** HUB Commitment Percentages of Contract 0% (DBE)
(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: _____ and attach with the work authorization or supplemental work authorization.***

Contract #: _____ Assigned Goal: 0% Prime Provider Dos Land Surveying, LLC

Work Authorization (WA)#: _____ WA Amount: **$0** 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.)*
FC	**$0**
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: Dos Land Surveying, LLC **Address: 1002 E. Expressway 83 Weslaco, TX 78596** **VID Number:** **PH: (956) 969-4183; FX: (956) 447-8194** **Email: ericybarra@doslandsurveying.com**	**Name:** Eric C. Ybarra. ***(Please Print)*** **Title:** President _____ **Signature** **Date**
DBE/HUB Sub Provider **Subprovider Name:** **VID Number:** **Address:** **PH: _____; FX: _____** **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: Dos Land Surveying, LLC
Work Authorization No. : _____

Original Contract Amount: $0
Approved Supplemental Agreements: $0
Total Contract Amount: $0
Work Authorization Amount: $0

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

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: 12.2 % **OR** HUB Goal: _____%

Total Contract Amount: $_____ Total Contract Amount: $_____

Contract Number:

Vendor ID #	Subprovider	Total $ Amount Paid to Date
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

The information must be provided and returned with the contract.

_____ _____

Signature Date

Eric C. Ybarra, President ericybarra@doslandsurveying.com (956) 969-4183

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

ATTACHMENT I

CERTIFICATE OF INSURANCE

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). Surveyor all any sub consultants to Surveyor shall adhere to this policy and provide any required disclosures.

2. Adverse Matters:

Surveyor must disclose conflicts of interest by identifying any matter in which the Surveyor 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 Surveyor shall ensure that, during the term of the Agreement, the Surveyor, including any of its principals, will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of Surveyor'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 Surveyor warrants that, in the performance of the Agreement, the Surveyor shall not employ any person, or subcontract with any entity, having such known interest.

SURVEYOR: DOS LAND SURVEYING, LLC

BY:_____

DATE: _____

ATTACHMENT K
DEBARMENT CERTIFICATION

FEE SCHEDULE

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

PRIME OR SUBPROVIDER NAME Dos Land Surveying

Direct Labor		Contract			
Labor/Staff Classification	Hourly Base	FY 11/12/13			
Registered Profesional Land Surveyor	$115.40				
Survey Technician	$71.60				
3-Person Survey Crew	$141.60				
CADD Operator	$74.50				
Admin/Clerical	$43.40				

Negotiated Overhead Rate: 0.0%
Negotiated Profit Rate: 0.0%

Contract Rates include labor, overhead, and profit.
All rates are negotiated rates and are not subject to change or adjustment except as shown above.
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 authorization.

Prime Provider: Dos Land Surveying, LLC

Prime Provider Info: DBE ___ HUB ___ Both ___

Vendor ID #: 12617524427

(First 11 Digits Only)

DBE/HUB Expiration Date: 16-Oct.-13

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/21/2012

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
RON ROBERTSON INSURANCE AGCY
7322 SW Frwy #1850
Houston, TX 77074

CONTACT NAME: Thomas Henrichsen
PHONE (A/C, No, Ext): (713) 771-6686 FAX (A/C, No): (713) 779-9410
E-MAIL ADDRESS: thomashenrichsen@aol.com

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A: Sentinel Insurance/The Hartf	
INSURER B: Titan Insurance Company	
INSURER C: Twin City Fire Insurance Co.	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
DOS Land Surveying, LLC

1002 East Expressway 83
Weslaco, TX 78596
956-797-4601

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 X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			61SWC 610489	06-27-12	06-27-13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			TXA-0403503	08-8-12	08-8-13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			61WBCPO5957	4/14/12	4/14/13	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
A	Professional			61SWC 610489	06/27/12	06/27/13	$ 1,000,000	

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

Re: Surveying Services for SH 365 segments 0032/0034 from just West of FM 1016 (Conway Ave) to SH 336 (10th st).
Hidalgo County RMA is an additional insured with waiver of subrogation on the general liability and automobile liabiliy.

CERTIFICATE HOLDER

Hidalgo County RMA .
510 S. Pleasant View Dr.
Weslaco, TX 78596

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 Ron Robertson

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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 two 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.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2012 – 40

APPROVAL OF AMENDED AND RESTATED PROFESSIONAL SURVEYIHG SERVICES AGREEMENT WITH QUINTANILLA, HEADLEY AND ASSOCIATES FOR SH 365 FROM SH 336 TO FM 3072

THIS RESOLUTION is adopted this 21ST day of November, 2012 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 October 27, 2011, the Authority awarded a professional surveying service agreement to Quintanilla, Headley and Associates (the "Consultant") to perform surveying work for the SH 365 Project from SH 336 to FM 3072 in the maximum payable amount of $415,438.75;

WHEREAS, on November 15, 2011, the Authority approved Supplemental Number 1 to the professional surveying service agreement with Consultant in the amount $25,000.00 for a revised maximum payable amount of $440,438.75;

WHEREAS, on November 15, 2011, the Authority also approved Work Authorization Number 1 and Work Authorization Number 2 with Consultant in the amounts of $415,438.75 and $25,000.00 respectively;

WHEREAS, the Authority has determined it is necessary to Amend and Restate the professional surveying service agreement with the Consultant to revise the Scope of Service, Work Authorization requirement and DBE/HUB reporting requirement;

WHEREAS, the Consultants maximum payable amount remains at $440,438.75 and Work Authorizations Numbers 1 and 2 aggregate amount remains at $440,438.75;

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 the Amended and Restated Agreement attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Amended and Restated 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 21st day of November, 2012, at which meeting a quorum was present.

Dennis Burleson, Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

PROFESSIONAL SURVEYING SERVICE AGREEMENT WITH QUINTANILLA, HEADLEY AND ASSOCIATES DATED OCTOBER 27, 2011

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2012-41

RESOLUTION AUTHORIZING HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY STAFF TO MEET WITH KANSAS CITY SOUTHERN RAILWAY TO DETERMINE THE SCOPE OF THE PROPOSED CLASS I RAIL PROJECT

THIS RESOLUTION is adopted this 21ST day of November, 2012 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 received a formal request from Kansas City Southern Railway to discuss a proposed Class I Rail Project in South Texas; and

WHEREAS, the Authority has concluded it is necessary to determine the scope of the proposed Class I Rail Project prior to entering into any formal discussions with Kansas City Southern Railway; and

WHEREAS, the Authority's staff requires authorization to meet with Executives from Kansas City Southern Railway to determine the scope of the proposed Class I Rail Project;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTOR 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 authorizes the Executive Director, Board Counsel and Program Manager to meet with Kansas City Southern Railway Executives to determine the scope of the proposed Class I Rail Project.

Section 3. The Board requires that once the scope of the proposed Class I Rail Project is determined, the scope be reported to the Board and that no further action is authorized until such report is made by the Executive Director.

*****

Passed and Approved as to be effective immediately this 21st day of November 2012, 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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2012-42

RESOLUTION AUTHORIZING BOARD OF DIRECTOR SIGNATORIES TO RELEASE COLLATERAL PLEDGED WITH THE INDEPENDENT BANKERSBANK OF IRVING, TEXAS

THIS RESOLUTION is adopted this 21ST day of November, 2012 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 First National Bank in connection with a letter of credit agreement by and between First National Bank and the Authority; and

WHEREAS, First National Bank has 3rd party contracts for pledged collateral with The Independent BankersBank of Irving, Texas for certain bank accounts established by the Authority; and

WHEREAS, it has become necessary to revise the authorized signatories for the release of collateral pledged toward the Authority's account; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTOR 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 approved that certain Depository Pledge Agreement with The Independent BankersBank, hereto attached as Exhibit A.

Section 3. The Board of Directors also authorizes Michael Cano, Vice Chairman, Ricardo Perez, Secretary/Treasurer, Forest Runnels, Director and R. David Guerra, Director to release collateral pledged by the Authority in accordance with the Depository Pledge Agreement between the Authority and The Independent BankersBank.

EXHIBIT A

DEPOSITORY PLEDGE AGREEMENT BETWEEN HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND THE INDEPENDENT BANKERSBANK

DEPOSITORY PLEDGE AGREEMENT

Hidalgo County Regional Mobility Authority, ("Depositor") has selected **FIRST NATIONAL BANK,** ("Bank") as a depository for certain of its funds and Bank has agreed to act as the depository for those funds in accordance with applicable laws, which require that Bank secure the deposited funds, to the extent not insured by the Federal Deposit Insurance Corporation ("FDIC"), by pledging securities ("Eligible Securities") of any type (including without limitation surety bonds and investment securities) permitted by the provisions of the Public Funds Collateral Act, Title 10, Chapter 2257 of the Texas Government Code (the "Governing Statues"). **TIB-The Independent BankersBank,** ("Custodian") has agreed to hold the pledged securities in safekeeping pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, Depositor, Bank and Custodian agree as follows:

1. **Grant of Security Interest; Instructions Regarding Collateral.** Bank hereby grants to Depositor a security interest in all Eligible Securities held by Custodian and reflected on Custodian's records as being pledged to Depositor (the "Collateral"), and Custodian agrees to hold all Collateral deposited with it pursuant to the terms of this Agreement, and to serve as collateral agent for Depositor. Until Depositor has the right to compel sale of the Collateral under Paragraph 6 hereof, Custodian may act only in accordance with the joint instructions of Bank and Depositor, provided that Bank shall be permitted to unilaterally substitute Eligible Securities for the Collateral in accordance with Paragraph 3 hereof. Addendum "A" contains the names and specimen signatures of individuals authorized to act on behalf of Depositor, and Addendum "B" contains the names and specimen signatures of individuals authorized to act on behalf of Bank. Either Depositor or Bank may add or remove authorized representatives without the consent of the other at any time by providing Custodian with a replacement addendum, duly executed by an authorized individual.

2. **Amount of Collateral.** The aggregate market value of Eligible Securities held by a Custodian at all times during the term of this Agreement must be in an amount not less than **103** % of (a) the amount of the collected funds on deposit, increased by (b) the amount of accrued but uncredited interest, (c) reduced by that portion of the funds insured by the FDIC. Such amount is hereinafter called the "Required Collateral Value".

3. **Substitutions and Withdrawals of Collateral.** If the aggregate market value or Collateral held by Custodian at any time exceeds the Required Collateral Value, Bank may withdraw any excess Collateral by providing Custodian with a withdrawal notice signed by an authorized representative of both Bank and Depositor. Depositor agrees to promptly sign the withdrawal notice if the market value of the remaining Collateral equals or exceeds the Required Collateral Value. Additionally, Bank may substitute Eligible Securities for any of the Collateral held by Custodian at any time by providing Custodian with a substitution notice signed by an authorized representative of Bank, provided that the market value of the Collateral following such substitution would equal or exceed the Required Collateral Value.

4 **Bank's Obligations.** Bank shall perform all of the duties and obligations required of a depository under applicable law with respect to collateralization of the funds of Depositor on deposit with Bank, including the duties and obligations required under the Governing Statutes. At the expiration of the term of this Agreement, Bank shall turn over to any successor depository designated by Depositor all funds held by Bank as depository. Bank will furnish to Depositor a monthly statement listing a description of the Collateral. The statement will specify the par value, market value, and maturity date of each component of the Collateral. Upon request, Bank shall provide to Depositor a copy of Bank's most recent publicly available quarterly or annual financial statement.

5. **Custodian's Obligations.** Custodian shall perform all of the duties and obligations required of a custodian under applicable law with respect to the custody and disposition of Eligible Securities, including the duties and obligations required under the Governing Statues. On receipt of Eligible Securities pledged to Depositor, including Eligible Securities substituted for other Collateral, Custodian shall immediately identify such Eligible Securities on its books and records as being Collateral securing the deposited funds to Depositor, and shall promptly issue and deliver to Bank a receipt for such Collateral. Upon receipt, Bank will promptly mail the receipt to Depositor.

6. **Default and Remedies.** If Bank defaults in performing its obligations under Paragraph 4 above, or if Bank is declared insolvent, or if a receiver is appointed for Bank, Depositor may instruct Custodian to sell the Collateral or any part thereof at public or private sale, after providing Bank at least three (3) business days prior written, notice and opportunity to cure the default, and, if Bank fails to cure the default within the required period of time, Custodian shall proceed to sell the specified Collateral in accordance with the Depositor's instructions. The proceeds of any sale shall be applied to satisfy any indebtedness owed by Bank to Depositor, and any excess proceeds shall be returned to Bank. Depositor will also have any other remedies available under applicable law.

7. **Termination of Agreement.** Any party of this Agreement may terminate this Agreement by giving thirty (30) days prior written notice of termination to other parties.

8. **Applicable Law; Other Agreements**. This Agreement is governed by the laws of the State of Texas. All deposit accounts of Depositor, and cash management services, if any, provided in connection with such accounts, will be subject to Bank's Business Account of Agreement and Disclosure Statement, Wholesale Demand Deposit Account Disclosure Statement, and /or Cash Management Terms and Conditions, as applicable, in effect from time to time, and as modified in writing by agreement of the parties.

9. **Miscellaneous** The headings in this agreement are for convenience of reference only and should not be used in interpreting this Agreement. If any provision of this agreement is illegal or unenforceable under applicable law, that provision should be deemed reformed so as to be enforceable to the extent permitted by applicable law, or if that is not possible, then this Agreement should be read as if that provision was never a part of it, and the remainder of the Agreement will be enforceable. THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO ORAL AGREEMENTS OF THE PARTIES. Notices given under this Agreement must be addressed as set forth below the signature of each party, and will be effective upon actual receipt by the addressee or upon refusal of delivery during the normal business hours of the addressee.

Date of Agreement: Dec 28, 20 12.

DEPOSITOR:

By: _____

Name: Ricardo Perez

Title: Director/Secretary-Treasurer

Address for notice: 118 S. Cage Blvd

Pharr, Texas 78577

CUSTODIAN: **TIB-The Independent BankersBank,**

By: _____

Name: Jorja Morgan

Title: VP/ Investments Operations

Address for notice: 350 Phelps Dr.

Irving, Texas 75038

BANK: FIRST NATIONAL BANK,

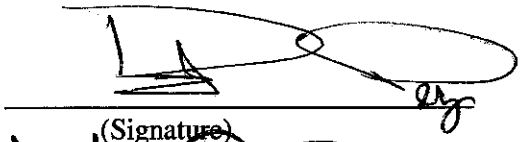
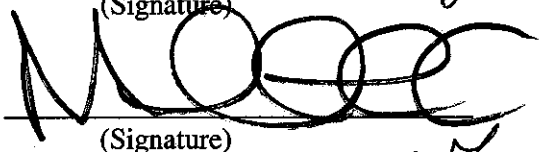
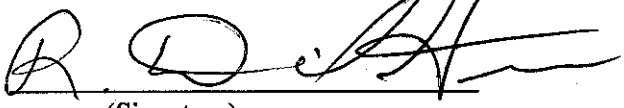
By: _____

Name: Eddie Leal

Title: Chief Operations Officer

ADDENDUM "A"
(Authorized Officers of Depositor)

One signature of any of the following authorized officers of Depositor is required to authorize actions to be taken pursuant to the foregoing Depository Pledge Agreement:

1.	Ricardo Perez (Name)	 (Signature)
2.	Michael G. Cano (Name)	 (Signature)
3.	G. David Guerra (Name)	 (Signature)
4.	Forrest Runnels (Name)	 (Signature)
5.	_____ (Name)	_____ (Signature)
6.	_____ (Name)	_____ (Signature)
7.	_____ (Name)	_____ (Signature)

ADDENDUM "B"
(Authorized Officers of Bank)

One signature of any of the following authorized officers of Bank is required to authorize actions ~~to be taken~~ pursuant to the foregoing Depository Pledge Agreement:

1. Saul Ortega _____
(Name)

_____
(Signature)

2. Eddie Leal _____
(Name)

_____
(Signature)

3. Mary Elizondo _____
(Name)

_____
(Signature)

4. Roxanna De Leon _____
(Name)

Roxanna De Leon
(Signature)

5. _____
(Name)

_____
(Signature)

6. _____
(Name)

_____
(Signature)

7. _____
(Name)

_____
(Signature)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2012-43

RESOLUTION ADOPTING FISCAL YEAR 2013 OPERATING AND CAPITAL BUDGET

THIS RESOLUTION is adopted this 18TH day of December, 2012 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 required to report to the Texas Department of Transportation the annual operating and capital budget adopted pursuant to the Texas Administrative Code, Title 43, Part 1, Chapter 26, Subchapter G (Regional Mobility Authority Reports and Audits), as amended; and

WHEREAS, the Authority's fiscal year commences on January 1, 2013 and ends on December 31, 2013; and

WHEREAS, the Authority has reviewed the proposed Fiscal Year 2013 Budget for the necessary operating and capital expenses;

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

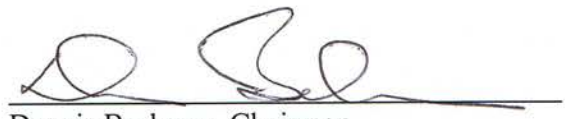
Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board adopts the Fiscal Year 2013 Operating and Capital Budget, hereto attached as Exhibit A.

Section 3. The Board of Directors authorize the Executive Director to manage and administer the Fiscal Year 2013 Operating and Capital Budget.

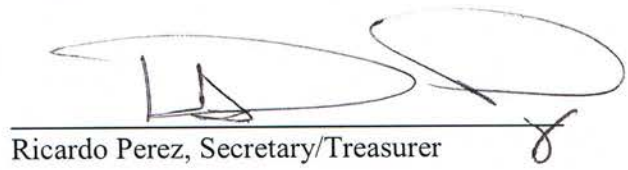
*****

Passed and Approved as to be effective immediately this 18th day of December 2012, 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

EXHIBIT A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FISCAL YEAR 2013 OPERATING AND CAPITAL BUDGET

HCRMA

Revenue by Source

Source of Income	Actual 2011	Adj. Budget 2012	Estimated 2012	Budget 2013
FEES				
Vehicle Registration Fees:				
Current	$ 4,967,709	$ 4,506,860	$ 5,408,232	$ 5,570,479
MISC REVENUE				
Intragovernmental Participation:	-	-	-	344,000
TOTAL REVENUE	4,967,709	4,506,860	5,408,232	5,914,479

HCRMA

Budget Summary By Expenditure

	Actual 2011	Adj. Budget 2012	Estimated 2012	Budget 2013
EXPENDITURES:				
GENERAL GOVERNMENT				
Salaries & Wages	$ -	$ 169,995	$ 209,995	$ 385,700
Supplies	1,071	2,019	2,500	6,200
Travel & Training	45,216	9,240	12,000	20,000
Dues & Subscriptions	12,600	16,617	18,617	19,750
Rental & Contractual	86,783	8,284	12,534	36,072
Professional Services	206,727	419,173	436,873	175,200
Maintenance	-	-	-	2,000
Capital Outlay	-	4,396	5,000	175,000
LOOP DEVELOPMENT				
Engineering Services	1,052,003	918,579	1,408,579	1,032,171
Surveying Services	40,000	283,712	383,712	200,000
Environmental Services	221,975	75,558	100,558	316,661
Legal Services	182,351	80,539	100,539	100,000
Program Management	255,646	1,523,312	2,156,816	1,250,000
Acquisition Services	-	-	-	-
Financial Services	75,204	285,213	415,213	275,498
DEBT SERVICE				
Line of Credit - FNB	1,780,163	1,780,163	1,780,163	1,780,163
TOTAL EXPENDITURES	3,959,739	5,576,800	7,043,099	5,774,415

HCRMA
FY 2013 BUDGET DETAIL

Salaries & Wages	
Executive Director - Full Time	$170,000
Program Administrator - Full Time	$48,964
Chief Financial Officer - Part Time	$50,000
Overtime	$2,500
Vehicle Allowance	$8,400
Phone Allowance	$2,700
Benefits @ 30%	$84,769
Administrative Fee @ 5%	$18,367
	$385,700
Supplies	
Printing	$1,200
Office Supplies	$5,000
	$6,200
Travel & Training	
Seminars/Conferences	$5,000
Continuing Education	$2,000
Travel Reimbursement	$13,000
	$20,000
Dues & Subscriptions	
Publications	$500
Licenses	$250
Professional Organizations	$19,000
	$19,750
Rental & Contractual	
City of Pharr Office Rental	$12,000
City of Pharr Admin/IT Svcs	$4,860
Insurance - Errors & Ommissions	$640
Surety Bonds	$800
Wells Fargo - Copier Rental	$6,972
Pena Design - Web Site	$1,800
Temporary Employees	$7,000
Postage/FedEx/Courier Services	$2,000
	$36,072
Professional Services	
Tuggey Fernandez	$100,000
Dan Rios	$50,000
Salinas, Allen & Schmit	$10,200
Annual Audit	$15,000
	$175,200

HCRMA
FY 2013 BUDGET DETAIL

Maintenance	
Equipment Repair	$2,000
	$2,000
Capital Outlay	
Project Management Software	$170,000
2 - Laptops & Accessories @ $1800	$3,600
Desk, Chair & Accessories	$1,400
	$175,000
Loop Development	
Engineering Services	
S&B Infrastructure	$444,927
L&G Engineering	$529,603
TEDSI Infrastructure	$57,641
	$1,032,171
Surveying Services	
DOS Surveying	$100,000
Quintanilla, Headley	$100,000
	$200,000
Environmental Services	
Atkins North America	$316,661
	$316,661
Legal Services	
Tuggey Fernandez	$100,000
	$100,000
Program Management	
Dannenbaum Engineering	$1,250,000
	$1,250,000
Acquisition Services	
	$0
	$0
Financial Services	
Vinson & Elkins	$55,698
First Southwest/C&M	$219,800
	$275,498
Total Loop Development	$3,174,330

HCRMA
FY 2013 BUDGET DETAIL

Debt Service	
First National Bank	$1,780,165
	$1,780,165