

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

DATE: WEDNESDAY, JUNE 20, 2012
TIME: 5:30 PM
PLACE: EDINBURG CITY HALL
CITY COMMISSION CHAMBERS
415 WEST UNIVERSITY DRIVE
EDINBURG, TEXAS 78539

PRESIDING: DENNIS BURLESON, CHAIRMAN

WORKSHOP

1. Presentation by Cameron County Regional Mobility Authority on Second Causeway
2. Presentation by Dannenbaum Engineering on Estimated Schedule for Completion of Environmental Assessment, Right-of-Way Acquisition, Utility Relocation, PS&E and Construction of SH 365 from FM 396 to US 281/Military Highway

CALL TO ORDER FOR REGULAR MEETING

PUBLIC COMMENT

1. REPORTS

- A. Update on Pass Through Projects – Jody Ellington, TxDOT
- B. Update on MPO – Andrew Canon, Director HCMPO
- C. Update on Public Outreach for Projects – Rene Ramirez, Pathfinders

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

- A. Approval of Minutes for Regular Meeting held May 16, 2012
- B. Approval of Expense Report for Period from May 10, 2012 to June 13, 2012
- C. Approval of Financial Report for April 2012
- D. Approval of a Lease Agreement with the City of Pharr for Administrative Offices
- E. Approval of an Interlocal Agreement with the City of Pharr for Administrative Support Services
- F. Approval of Proposal to hire Temporary Employees to implement File Management Plan
- G. Approval of request to transfer Program Administrator from Lower Rio Grande Valley Development Council to the City of McAllen
- H. Acceptance of Work Authorization No. 1 Report from Dannenbaum Engineering

3. REGULAR AGENDA

- A. Approval of Professional Service Agreement with TEDSI Infrastructure Group and Work Authorization Number 1 for US 281/Military Highway Overpass

4. RESOLUTIONS

- A. Resolution 2012-21 - Requesting Authority from Hidalgo County to Pledge the Vehicle Registration Fee for Long Term Transportation Projects in Hidalgo County
- B. Resolution 2012-22 - Supporting Cameron County Regional Mobility Authority's Efforts to Construct a Second Access to South Padre Island

5. CHAIRMAN’S REPORT

A. None

6. TABLED ITEMS

A. None

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

- A. Consultation with Board Attorney regarding legal issues pertaining to Atkins North American Professional Service Agreement for IBTC Environmental Clearance. (Section 551.071 T.G.C.)
- B. Consultation with Board Attorney regarding legal issues pertaining to Dannenbaum Work Orders No. 1 and 4 (Section 551.071 T.G.C.)
- C. Consultation with Board Attorney regarding legal issues pertaining to First Southwest/C&M Agreement for the update to the Traffic & Revenue Study for SH 365 (TCC Modified), IBTC, Segment “D” and La Joya Relief Route (Section 551.071 T.G.C.)
- D. Consultation with Board Attorney regarding legal issues and personnel matters pertaining to the transfer of Flor E. Koll, Program Administrator, from the Lower Rio Grande Valley Development Council to the City of McAllen (Section 551.071 & 551.074 T.G.C.)

ADJOURNMENT

PUBLIC COMMENT POLICY

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

CERTIFICATION

I, the Undersigned Authority, do hereby certify that the attached agenda of the Hidalgo County Regional Mobility Authority Board of Directors is a true and correct copy and that I posted a true and correct copy of said notice on the bulletin board in the Hidalgo County Court House (100 North Closner, Edinburg, Texas 78539), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 14th day of June, 2012 at 12:00 pm and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Flor E. Koll
Program Administrator

Note: If you require special accommodations under the Americans with Disabilities Act, please contact Flor E. Koll at 956-969-5822 at least 24 hours before the meeting.

Item 2A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

 X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

 2A
 6/12/12
 6/20/12

1. Agenda Item: **APPROVAL OF MINUTES FOR REGULAR MEETING HELD MAY 16, 2012**
2. Nature of Request: (Brief Overview) Attachments: X Yes No

Consideration and approval of minutes for the Hidalgo County Regional Mobility Authority Board of Directors Regular Meeting held May 16, 2012.
3. Policy Implication: Board Policy, Local Government Code
4. Budgeted: Yes No X N/A
5. Staff Recommendation: **Motion to approve the minutes for the Regular Meeting held May 16, 2012 by the Board of Directors.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: X Approved Disapproved None
9. Executive Director's Recommendation: X Approved Disapproved None

STATE OF TEXAS
COUNTY OF HIDALGO
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

The Hidalgo County Regional Mobility Authority Board of Directors convened a Regular Meeting on **Wednesday, May 16, 2012**, at 5:34 pm at the Pharr City Hall, City Commission Chamber, 118 South Cage, Pharr, Texas, with the following present:

Board Members:	Dennis Burleson, Chairman	HCRMA
	Michael Cano, Vice-Chairman	HCRMA
	Joe Olivarez, Secretary/Treasurer	HCRMA
	Ricardo Perez, Director	HCRMA
	Forrest Runnels, Director	HCRMA
	Alonzo Cantu, Director	HCRMA
	R. David Guerra, Director	HCRMA
Staff:	Pilar Rodriguez	HCRMA
	Flor E. Koll	HCRMA
	Dan Rios	HCRMA
	Louis Jones	Dannenbaum Engineering
	Godfrey Garza	Integ, Inc.

CALL TO ORDER

Chairman Dennis Burleson called the meeting to order.

PUBLIC COMMENT

None

1. REPORTS

- A. Update on Pass Through Projects – Jody Ellington, TxDOT
Staff reported on the consolidation of Pass Through Financing Agreements for SH 365. No action required.
- B. Update on MPO – Linda de la Fuente, Assistant Director HCMPO
Staff reported on \$2 Billion approved by the Texas Transportation Commission for projects state wide. \$60 Million was allocated from these funds for the La Joya Relief Route Project. No action required.
- C. HCRMA Roadway System Projects – Louis Jones, Dannenbaum Engineering
Staff reported on the status of work authorization number 1. A draft report has been submitted to the HCRMA staff. Staff also held a kick-off meeting with L&G and S&B for SH 365/TCC and will be holding a meeting with Atkins North America for the environmental work on May 17, 2012. Additionally, a meeting will be held with C&M on May 18, 2012 to begin the update on the Traffic & Revenue Study. No action required.
- D. Update on Project Finance – Richard Ramirez, First Southwest
Staff reported on efforts between the HCRMA financial advisor and the Hidalgo County financial advisor as it relates to the back stop for the toll revenue debt. Staff also reported on the preparations for the joint workshop between the HCRMA and the Hidalgo County Commissioners Court regarding the Vehicle Registration Funds and their use to finance the SH 365/TCC project. No action required.

2. **CONSENT AGENDA** (All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately.)

Motion by Alonzo Cantu, with a second by David Guerra, to approve the Consent Agenda with the exception of Item 2C. Motion carried unanimously.

- A. Approval of Minutes for Regular Meeting held April 18, 2012, Workshop held April 24, 2012 and Special Meeting held May 2, 2012
Approved the Minutes for Regular Meeting held April 18, 2012, Workshop held April 24, 2012 and Special Meeting held May 2, 2012 as presented
- B. Approval of Expense Report for Period from April 18, 2012 to May 9, 2012
Approved the Expense Report for Period from April 18, 2012 to May 9, 2012 as presented
- C. Approval of Financial Report for April 2012
No action taken

3. **REGULAR AGENDA**

- A. None

4. **RESOLUTIONS**

- A. Authorization to remove Dennis Burleson as a signatory on all First National Bank Accounts and include Ricardo Perez as a signatory on the Debt Service Account
Motion by Michael Cano, with a second by Joe Olivarez, to approve the resolution as presented. Motion carried unanimously.

5. **CHAIRMAN'S REPORT**

- A. Discussion, consideration and action approving Investment Policy and designating an Investment Officer – Resolution 2012-14
Motion by Michael Cano, with a second by Forrest Runnels, to approve the Investment Policy as presented and appoint Pilar Rodriguez, Executive Director, as the Investment Officer. Motion carried unanimously.
- B. Discussion, consideration and action approving Agreement with Integ, Inc. – Resolution 2012-16
Motion by Michael Cano, with a second by Alonzo Cantu, to approve the Agreement with Integ, Inc. as presented and subject to approval by TxDOT. Motion carried unanimously.
- C. Election of Vice-Chairman and Secretary/Treasurer
Michael Cano was nominated for Vice-Chairman and Ricardo Perez for Secretary/Treasurer.
Motion by Joe Olivarez, with a second by Michael Cano, to elect the two nominations for officers by acclamation. Motion carried unanimously.

6. TABLED ITEMS

- A. Discussion, consideration and action on Work Authorization No. 2 to expedite the development of the La Joya Relief Route to approve Dannenbaum Engineering (Program Manager) to provide Engineering/Environmental Services to update and obtain TXDOT/FHWA approval for the La Joya Relief Route Phase I Schematic, Environmental Document – Resolution 2011-43

Motion by Alonzo Cantu, with a second by David Guerra, to remove Item 6A from the table and agenda. Motion carried unanimously.

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

On behalf of the Presiding Officer, the Board Attorney recommended recessing into Executive Session pursuant to Chapter 551, Texas Government Code, Section 551.071 - Consultation with Attorney for Items 7A and 7B.

Motion by Joe Olivarez, with a second by Forrest Runnels, to accept the recommendation for the basis of discussion in Executive Session under the section cited by the Board Attorney. Motion carried unanimously.

Chairman Burleson recessed the meeting at 5:53 pm to go into Executive Session. Chairman Burleson reconvened the meeting at 6:08 pm with the following action taken on the Executive Session items:

- A. Consultation with Board Attorney regarding legal issues pertaining to Agreement with Integ, Inc. (Section 551.071 T.G.C.)
No action taken.
- B. Consultation with Board Attorney regarding legal issues pertaining to Dannenbaum Work Orders No. 1 and 4 (Section 551.071 T.G.C.)
No action taken.

ADJOURNMENT

There being no other business to come before the Board of Directors, the meeting was adjourned at 6:13 pm.

Dennis Burleson, Chairman

Attest:

Ricardo Perez, Secretary/Treasurer

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Item 2B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

 X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

 2B
 6/12/12
 6/20/12

1. Agenda Item: **APPROVAL OF EXPENSE REPORT FOR MAY 10, 2012 THROUGH JUNE 13, 2012**

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

Consideration and approval of expense report for the period from May 10, 2012 to June 13, 2012.

3. Policy Implication: Board Policy, Local Government Code

4. Budgeted: Yes X No N/A

Funding Source: Vehicle Registration Fund Balance after Expenses \$5,687,891.54

General Fund Account	\$ 34,268.89
Loop Account	\$349,183.39
Debt Service Account	<u>\$148,347.02</u>
Total Expenses for Reporting Period	\$531,799.30

5. Staff Recommendation: **Motion to approve the expense report for the period from May 10, 2012 to June 13, 2012 as presented.**

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

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

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

9. Executive Director's Recommendation: X Approved Disapproved None



Memorandum

To: Dennis Burleson, Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: June 12, 2012
Re: **Expense Report for the Period from May 10, 2012 to June 13, 2012**

Attached is the expense report for the period commencing on May 10, 2012 and ending on June 13, 2012.

Expenses for the General Fund Account total \$34,268.89, for the Loop Account total \$349,183.39, and for the Debt Service Account total \$148,347.02. The aggregate expense for the reporting period is \$531,799.30

Based on review by this office, approval of expenses for the reporting period is recommended in the aggregate amount of **\$531,799.30**.

This leaves a balance in the Vehicle Registration Fund after expenses of \$5,687,891.54

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

HCRMA EXPENSE REPORT

June 20, 2012

General Account (Account No. 28003536)

Code	Invoice #	Inv Date	Make Check Payable to:	Memo:	Amount	Ck #
16200.000				Salary for F.E. Koll	\$ 5,649.25	
16200.000				Fringe	\$ 2,817.72	
16200.000				Indirect	\$ 2,784.79	
17150.000				Rent	\$ 288.90	
11200.000				Equipment	\$ 1,697.36	
17140.000				Supplies	\$ 868.84	
17220.000				AT&T	\$ 142.81	
17220.000				Sprint -	\$ 85.97	
16110.000				In house printing	\$ 441.77	
16620.000				In-house postage	\$ 19.25	
16600.000				Travel	\$ 737.20	
LRGVDC					\$ 15,533.86	
16200.000		05/16/12	City of McAllen	Benefits PR	\$ 111.66	
16200.000		05/16/12	City of McAllen	Salary PR 5/13/12	\$ 8,525.77	
16200.000		05/30/12	City of McAllen	Salary PR 5/27/12	\$ 7,594.60	
17200.000		06/07/12	Salinas Allen Schmitt		\$ 850.00	
17100.000	10427	06/07/12	Tuggey Fernandez, LLP	May Services	\$ 1,567.50	
17220.000		05/30/12	Verizon	June Services	\$ 85.50	
					\$ 34,268.89	

Loop Account (Account No. 280003609)

Code	Invoice #	Inv Date	Make Check Payable to:	Memo:	Amount
28000.000	4652-01/07/XV	7/7/2012	Dannenbaum	WA 4	\$ 147,460.94
28000.000	11323133	5/25/2012	L&G	SH365 WA 1	\$ 111,770.62
26660.000		5/24/2012	Pilar Rodriguez	Travel (Phil Wilson)	\$ 426.93
28000.000	U1545.109-04	05/09/12	S&B Infrastructure, LTC	IBTC WA 9	\$ 59,891.25
27100.000	10428	06/07/12	Tuggey Fernandez, LLP	May Services	\$ 6,241.50
			HCRMA	Reimburse GA May	\$ 23,392.15
					\$ 349,183.39

Vehicle Registration (Account No. 280003617)

Code	Invoice #	Inv Date	Make Check Payable to:	Memo:	Amount
33000.000			Hidalgo County Regional Mobility Authority		\$ 148,347.02

Debt Service (Account No. 280003862)

Code	Loan #	Inv Date	Make Check Payable to:	Memo:	Amount
47320.000	1286007585		First National Bank		\$ 148,347.02

Ricardo Perez, Secretary/Treasurer

Dennis Burleson, Chairman



Total

\$ 531,799.30

Approval Date

Lower Rio Grande Valley Development Council
311 North 15th Street
McAllen, Tx. 78501-4705

INVOICE

Phone # (956) 682-3481

Fax # (956) 631-4670

TO: NAME Hidalgo County Regional Mobility Authority

ADDRESS

CITY,STATE,ZIP

DATE	CHARGES	BALANCE
06/11/2012	Salaries, Fringe and Indirect for Flor Koll for the month of May,, 2012; Salaries \$5,649.25; Fringe \$2,817.72; and Indirect \$2,784.79	\$11,251.75
	Rent at Transit Building for the period 5/1 - 05/31/2012	288.90
	Supplies	868.84
	Equipment	1,697.36
	AT&T (Invoice attached)	142.81
	Sprint (Invoice attached)	42.99
	Sprint (Invoice attached)	42.99
	In-House Printing	441.77
	In-House Postage	19.25
	Travel for Flor Koll (Invoices	737.20
	Total	15,533.86
	Please make check payable to:	
	Lower Rio Grande Valley Development Council	
	Thank You.	

REMIT PAYMENT TO:

INVOICE

ACH INFORMATION:

THE NORTHERN TRUST
50 SOUTH LASALLE STREET
CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com

ROUTING NO.: 071000152
ACCOUNT NAME: CDW GOVERNMENT
ACCOUNT NO.: 91057



CDW Government
75 Remittance Drive, Suite 1515
Chicago, IL 60675-1515

RETURN SERVICE REQUESTED



INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
J622923	04/19/12	4587792
SUBTOTAL	SHIPPING	SALES TAX
\$2,303.85	\$201.42	\$0.00
DUE DATE		AMOUNT DUE
05/19/12		\$2,505.27

566 1 MB 0.404 E0220X I0383 D468159456 P1044116 0001:0002



LOWER RIO GRANDE VALLEY DEVELOPMENT
ACCTS PAYABLE
301 W RAILROAD ST
WESLACO TX 78596-5104

04-23-12 A11:48 10

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

For LRGVDC Finance Dept.

Approved Executive Director

Date

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS				DUE DATE
04/19/12	J622923	Net 30 Days				05/19/12
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER				CUSTOMER NUMBER
04/19/12	FedEx Overnight 10:30, most areas	15189				4587792
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
2279939	HP 2711X 27 DVI HDMI LED Manufacturer Part Number: XP600AA#ABA Serial No: CNK2080SKB	1	1	0	371.81	371.81
1839591	MSH WRLS COMFORT DT 5000 USB KB/MOU Manufacturer Part Number: CSD-00001	1	1	0	67.82	67.82
2333718	HP SB 6560B I5-2410M 320GB 4GB W7P D Manufacturer Part Number: XU054UT#ABA Serial No: 5CB205B6HG	1	1	0	913.68	913.68
1970117	HP SB 90W DOCKING STATION Manufacturer Part Number: VB041UT#ABA Serial No: CNU209ZB0P	1	1	0	142.63	142.63
2092871	HP 16 EVOLUTION CASE CPF-BLK Manufacturer Part Number: BM147UT	1	1	0	65.83	65.83
2221179	ADO ACROBAT 10 WIN BX Manufacturer Part Number: 65085821	1	1	0	269.94	269.94
2114946	MS OFFICE PRO 2010 Manufacturer Part Number: 269-14964	1	1	0	472.14	472.14

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ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	
IAN SHAW 312-547-2895 ianshaw@cdw.com	LOWER RIO GRANDE VALLEY DEVELOPMENT HILDA VALDEZ 301 W RAILROAD ST WESLACO TX 78596-5104	\$2,303.85	
SALES ORDER NUMBER		SHIPPING	
CRHD192		\$201.42	
		SALES TAX	
		\$0.00	
		AMOUNT DUE	
		\$2,505.27	

Cage Code Number 1KH72
DUNS Number 02-615-7235

ISO 9001 and ISO 14001 Certified
CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?
PLEASE EMAIL US AT credit@cdw.com

VISIT US ON THE INTERNET AT www.cdwg.com

REMIT PAYMENT TO:

INVOICE

ACH INFORMATION:
THE NORTHERN TRUST
50 SOUTH LASALLE STREET
CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com
ROUTING NO.: 071000152
ACCOUNT NAME: CDW GOVERNMENT
ACCOUNT NO.: 91057



CDW Government
75 Remittance Drive, Suite 1515
Chicago, IL 60675-1515

RETURN SERVICE REQUESTED



INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
J625904	04/19/12	4587792
SUBTOTAL	SHIPPING	SALES TAX
\$42.56	\$18.37	\$0.00
DUE DATE		AMOUNT DUE
05/19/12		\$60.93

566 1 MB 0.404 E0220 I0384 D468159728 P1044116 0002:0002



LOWER RIO GRANDE VALLEY DEVELOPMENT
ACCTS PAYABLE
301 W RAILROAD ST
WESLACO TX 78596-5104

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT.

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS				DUE DATE
04/19/12	J625904	Net 30 Days				05/19/12
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER				CUSTOMER NUMBER
04/19/12	DROP SHIP-NEXT DAY AIR	15189				4587792
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
2531693	SYM NORTON AV 2012 EN USR RET Manufacturer Part Number: 21197177	1	1	0	42.56	42.56

For LRGVDC Finance Dept.

Approved Executive Director

Date

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REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email credit@cdw.com with any questions.

ACCOUNT MANAGER

IAN SHAW
312-547-2895
ianshaw@cdwg.com

SHIPPING ADDRESS:

LOWER RIO GRANDE VALLEY DEVELOPMENT
HILDA VALDEZ
301 W RAILROAD ST
WESLACO TX 78596-5104

SALES ORDER NUMBER

CRHD250

SUBTOTAL

\$42.56

SHIPPING

\$18.37

SALES TAX

\$0.00

AMOUNT DUE

\$60.93



Cage Code Number 1KH72
DUNS Number 02-615-7235

ISO 9001 and ISO 14001 Certified
CDW GOVERNMENT FEIN 36-4230110

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5 of 316
04/06/12 - 05/05/12
825189139
02403703

825189139

Group Details						
Note: The following information summarizes only the shared plan services for your account. For additional information and details relating to all other services for a subscriber, please refer to the subscriber's individual pages.						
Group: 1 - BBBP10NTN20000UMMUNW						
Shared Minutes Used						
Wireless Number	Period	Monthly Service	Rollover Minutes	Other Shared Minutes	Billed Minutes	Billed Charges
956-279-4130	04/06-05/05	10.00	0	141	0	0.00

COMMUNICATION

Costs Incurred:
Monthly Payment

AT&T MOBILITY:	RATE	NUMBER OF LINES	CURRENT RATE	TOTAL LINES	
			\$ 20.53	44.00	
Indirect	\$20.53	3.00		61.93	
Aging	\$20.53	15.00		307.95	
Homeland Security	\$20.53	3.00		61.59	
Police Academy	\$20.53	2.00		41.06	
Transit Ctr.	\$20.53	8.00		164.24	
MPO Dept.	\$20.53	5.00		102.65	
CDC Dept.	\$20.53	3.00		61.59	
CJD Dept.	\$20.53	0.50		10.27	
MMRS	\$20.53	0.50		10.27	
9-1-1-	\$20.53	1.00		20.53	
RMA	\$20.53	1.00		20.53	
SOILD WASTE	\$20.53	2.00		41.06	

002

Total

903.66

903.66 TL+

Indirect	999000	\$20.53	3.00	61.93
Aging	640012	\$20.53	1.00	20.53
	640112	\$20.53	7.00	143.71
	640412	\$20.53	1.00	20.53
	640312	\$20.53	1.00	20.53
	640212	\$20.53	3.00	61.59
	650112	\$20.53	1.00	20.53
	642812	\$20.53	1.00	20.53
CDC	401000	\$20.53	3.00	61.59
CJD	501812	\$20.53	0.50	10.27
Homeland Security	206711	\$20.53	3.00	61.59
MMRS	206911	\$20.53	0.50	10.27
Rio	205612	\$20.53	13.50%	22.17
Transit	205712	\$20.53	13.50%	22.17
HE	608313	\$20.53	5.50%	9.03
HE	608713	\$20.53	5.50%	9.03
San Benito	609112	\$20.53	3.00%	4.93
	609212	\$20.53	3.00%	4.93
Cameron West	608912	\$20.53	3.00%	4.93
	609012	\$20.53	3.00%	4.93
JARC	205013	\$20.53	19.50%	32.03
	205213	\$20.53	19.50%	32.03
ROUTE 45	609712	\$20.53	5.50%	9.03
	609812	\$20.53	5.50%	9.03
POLICE ACADEMY	500600	\$20.53	2.00	41.06
MPO	820012	\$20.53	5.00	102.65
911 DEPARTMENT	206112	\$20.53	1.00	20.53
RMA	330907	\$20.53	1.00	20.53
Sold Waste	365012	\$20.53	1.34	27.51
	300212	\$20.53	0.33	6.77
	201712	\$20.53	0.33	6.77

TOTAL

903.66

738.32 TL+

0. TL

903.66 TL

44. TL

104.24 TL

88.06 TL

51.91 TL

73.37 TL

93.35 TL

89.67 TL

51.01 TL

68.07 TL

78.64 TL

009

**How To Contact Us:**

- 1-800-331-0500 or 611 from your cell phone
- For Deaf/Hard of Hearing Customers (TTY/TDD)
1-866-241-6567

Wireless Numbers with Rollover

956-279-3320 - 4,354 Minutes
956-369-1220
956-369-5048
956-369-5202
956-607-1081

* Not all wireless numbers are listed

Page: 1 of 316
Billing Cycle Date: 04/06/12 - 05/05/12
Account Number: 825189139
Foundation Account Number : 02403703
Invoice Number: 825189139X05132012

Previous Balance	3308.68
Payment Posted	-3308.68
BALANCE	0.00
Monthly Service Charges	3949.93
Usage Charges	10.52
Credits/Adjustments/Other Charges	-334.60
Government Fees & Taxes	24.64
TOTAL CURRENT CHARGES	3650.49
Due May 28, 2012	
Late fees assessed after Jun 5	
Total Amount Due \$3,650.49	

In accordance with your contract or appropriate government regulations your billing account was changed from bill in advance to bill in arrears.

For LRGVDC/Finance Dept.

Approved Executive Director

Date

Return the portion below with
payment only to AT&T Mobility.

YOUR SPRINT INVOICE

Account Number
994698814
Account Name
LOWER RGV DEV COUNCIL/ ADM April 20, 2012

Billing Period
03/17/12-04/16/12 6 of 40
Invoice Date
994698814-053

Page
6 of 40
Invoice Number
994698814-053



> ACCOUNT SUMMARY

Subscriber Charges and Adjustments	Number/ Name	Plan	Page	Monthly Recurring Access Charges	Service Discount/ Adjustments	Cellular Minutes/ Charges	LD and Other Minutes/ Charges	Directory Assistance Charges	Direct Connect Svcs. Minutes/ Charges	Messaging Number of Messages/ Charges	Data and Third Party Services KB/ Charges	Equipment and Retail Purchases	Sprint Surcharges	Government Fees and Taxes	Totals
956-279-7924	Bus Essentials Msg & Data 1000	19		117.99	-25.30	134.00				6	2,308.15		1.59 Cell	0.56	94.84
956-334-6086	LOWER RGV DEV	21		59.99	-13.80						142,322.00		500600	575	46.19
956-334-6149	LOWER RGV DEV	22		59.99	-13.80						5,947.00		500600	575	46.19
956-337-5108	LOWER RGV DEV	22		59.99	-13.80						216,372.00		500600	575	46.19
956-393-8854	Data Link Mobile Access	23		59.99							297,906.00		999000	575	59.99
956-393-8867	HCMPD -	23		80.00	-18.40						92,719.00		820012	575	61.60
956-467-2354	LOWER RGV DEV COUNCIL/ ADM	24		42.99							21,619.00		501812	575	42.99
956-467-2567	HOME LAND SECURITY	25		49.99							49,730.00		644012	575	49.99
956-522-1616	LOWER RGV DEV COUNCIL/ ADM	25		162.99	-33.35	394.00	3.00			59	49,730.00		3.24 Cell	0.56	134.91
956-522-4643	Bus Essentials Msg & Data 0	28		87.31	-17.29	744.00	1.47			80	146,726.29		0.96 Cell	0.56	576.71.54
956-537-6306	LOWER RGV DEV COUNCIL/ ADM	33		59.99							12,966.00		9-1-1	575	59.99
956-537-7563	LOWER RGV DEV COUNCIL/ ADM	33		59.99							181.00		9-1-1	575	59.99
956-537-7765	LOWER RGV DEV COUNCIL/ ADM	34		59.99							162,464.00		9-1-1	575	59.99
956-537-8546	LOWER RGV DEV COUNCIL/ ADM	34		59.99							47.00		9-1-1	575	0.00
956-648-2513	VICTOR MORALES	34									9990				0.00
956-648-4816	LOWER RGV DEV COUNCIL/ ADM	35		59.99							580,592.00				42.99
956-648-8020	LOWER RGV DEV COUNCIL/ ADM	35		42.99							57500				57500

Continued...

YOUR SPRINT INVOICE

> ACCOUNT INFORMATION

Account Name
LOWER RGV DEV COUNCIL/ ADMINISTRATION

Invoice Date
April 20, 2012

Account Number
994698814

TIN Number
47-0882463

Invoice Number
994698814-053

ABA Number
111-000-012

Current P.O.
6400010

Current P.O. Date
May 13, 2010

Total Amount Due
\$2,333.38

PAID

> CUSTOMER CARE

Register and Logon
www.sprint.com

Call Sprint
1-877-639-8351

> SPRINT NEWS AND NOTICES

This section contains important updates about your Sprint Services, including Service or Rate Changes, Promotions and Offers.

Correspondence





Please send all correspondence including billing inquiries to:
Sprint Customer Service
PO Box 8077
London, KY 40742

Do not enclose your payment with the correspondence.

You may also contact Sprint Customer Care at the number listed on your invoice or by going to sprint.com.

> MONTHLY INVOICE SUMMARY

March 17 - April 16, 2012

Previous Balance	2,326.05
Payments as of 04/17/12 - Thank you	-2,326.05
Outstanding Balance	\$0.00
 0001-Access and Related Items	2,120.18
 0002-Cellular Services	1.47
 0004-Messaging Services	0.20
 0006-Equipment and Retail Purchases	202.56
 0007-Sprint Surcharges	6.73
 0008-Government Fees and Taxes	2.24

***Total Current Charges for 994698814-053 Due 05/10/12** **\$2,333.38**

Total Amount Due **\$2,333.38**

For LRAVDC Finance Dept.

Approved Executive Director

Date

*Any unpaid balance after the due date may be subject to a late payment charge per your contract.

000571 2/20



YOUR SPRINT INVOICE

Account Number
994698814
Account Name
LOWER RGV DEV COUNCIL/ ADM May 20, 2012

Billing Period
04/17/12-05/16/12 4 of 32
Invoice Date
04/17/12
Invoice Number
994698814-054



> ACCOUNT SUMMARY

Subscriber Number/ Name	Plan	Page	Monthly Recurring Access Charges	Service Discount/ Adjustments	Cellular Minutes/ Charges	LD and Other Minutes/ Charges	Directory Assistance Charges	Direct Connect Sys. Minutes/ Charges	Messaging Number of Messages/ Charges	Data and Third Party Services KB/ Charges	Equipment and Retail Purchases	Sprint Surcharges	Government Fees and Taxes	Total
956-278-7824 6079	Bus Essentials Msg & Data 1000	15	117.99	-25.30	83.00			3:14 0.65	6	1,961.29	Juan Gomez 9-1-1	1.70 Cell	0.56	95.60
956-334-6086	Connection Card Data Plan	17	59.99	-13.80						322,864.00	Paul Williams	500600	575	46.16
956-334-6149	Connection Card Data Plan	17	59.99	-13.80						12,253.00	Cleenda	500600	575	46.16
956-337-5108	Connection Card Data Plan	18	59.99	-13.80						253,846.00	Mr. Rolando Pires	500600	575	46.16
956-333-8854	Data Link Mobile Access	18	59.99									999000	575	59.96
9-1-1 DEPT														
956-383-8867	Connection Card Data Plan	19	80.00	-18.40								820012	595	61.60
956-460-9517	Connection Card Plan	19	42.99									999000	575	42.96
956-467-2354	Connection Card Data Plan	20	49.99							13,011.00	Claudia Wood STD	501812	575	49.96
956-467-2567	Connection Card Data Plan	20	49.99							691.00		640012	575	49.96
956-522-1616	Bus Essentials Msg & Data 2000	21	162.99	-33.35	496:00				37	30,721.00	Stephen Tice 9-1-1	2.98 Cell	0.56	133.16
956-522-4643	Bus Essentials Msg & Data 0	23	73.00	-12.65	1039:00				172	47,515.00	Seigio Castro 9-1-1	1.14 Cell	0.56	66.06
956-537-6306	3G/4G Connection Card-5GB	27	59.99								Juan Gomez 9-1-1		575	59.96
956-537-7563	3G/4G Connection Card-5GB	28	59.99								Stephen Tice 9-1-1		575	59.96
956-537-7765	Connection Card Data Plan	28	59.99								Reserve Card 9-1-1		575	59.96
956-648-4816	Connection Card Data Plan	29	59.99								Debra Lachico 4/13/12	25% 15:00	575	59.96
956-648-8020	Connection Card Plan	29	42.99							70,499.00	Fior Koll	330907	575	42.96
956-648-8309	Connection Card Data Plan	30	59.99								Memmi Rbgz	1,47412	575	59.96
956-655-0833	Connection Card Plan	30	42.99								Claudia Wood	501812		42.96

Continued...

YOUR SPRINT INVOICE

> ACCOUNT INFORMATION

Account Name
LOWER RGV DEV COUNCIL/ ADMINISTRATION

Invoice Date
May 20, 2012

Account Number
994698814

TIN Number
47-0882463

Invoice Number
994698814-054

ABA Number
111-000-012

Current P.O.
6400010

Current P.O. Date
May 13, 2010

Total Amount Due
\$2,127.18

> CUSTOMER CARE

Register and Logon
www.sprint.com

Call Sprint
1-877-639-8351

> SPRINT NEWS AND NOTICES

This section contains important updates about your Sprint Services, including Service or Rate Changes, Promotions and Offers.

Correspondence






Please send all correspondence including billing inquiries to:
Sprint Customer Service
PO Box 8077
London, KY 40742
Do not enclose your payment with the correspondence.
You may also contact Sprint Customer Care at the number listed on your invoice or by going to sprint.com.

> MONTHLY INVOICE SUMMARY

April 17 - May 16, 2012

Previous Balance 2,333.38
Payments as of 05/17/12 - Thank you -2,333.38

Outstanding Balance \$0.00

	0001-Access and Related Items	2,113.52
	0002-Cellular Services	3.98
	0003-Direct Connect Services	0.65
	0007-Sprint Surcharges	6.79
	0008-Government Fees and Taxes	2.24

***Total Current Charges for 994698814-054 Due 06/09/12 \$2,127.18**

Total Amount Due \$2,127.18

For LRGVDC Finance Dept.

Approved Executive Director

Date 5/21/12

PAID

*Any unpaid balance after the due date may be subject to a late payment charge per your contract.

000543 1/16



Hidalgo County Regional Mobility Authority
Travel Expense Report

To: Finance Department

NAME: Flor E. Koll ID#: 1239 Period Beginning: 03/01/12 Period Ending: 03/29/12

Page 1	\$112.13
Page 2	\$78.28
Total	\$190.41

PAYED

Date 5/1/12

Traveler's Signature Flor E Koll

Hidalgo County Regional Mobility Authority Travel Expense Report

Note: Form must be typed

NAME: Flor E. Koll

ID#: 1239 Period Beginning: 03/01/12

Page 1/2

Period Ending: 03/12/12

DATE	TRAVEL DESCRIPTION	PROJECT CODE	ODOMETER		MILES @ .555 cents	Mileage Expense	HOTEL	AIRLINE HOTEL TAX/ OTHER	MEAL PER DIEM	TOTAL
			Before	After						
03/01/12	From HCRMA Office to Dennis (McAllen) for signature on request for travel and back to HCRMA Office	330907	103,582	103,607	25					\$13.88
03/02/12	From HCRMA Office to LRGVDC Main Office to meet with Mr. Jones and to Joe Olivarez (Weslaco) to drop off packet and back to HCRMA Office	330907	103,632	103,637	5					\$2.78
03/06/12	From home (Mission-shortest distance) to City of McAllen to drop off resolution for term sheet to HCRMA Office	330907	103,850	103,878	28					\$15.54
03/07/12	From HCRMA Office to Dannenbaum to drop off QHA invoices to home (Mission-shortest distance)	330907	103,977	104,007	30					\$16.65
03/08/12	From HCRMA Office to Long Chilton (McAllen) for RMA Audit Meeting and back to HCRMA office	330907	104,035	104,072	37					\$20.54
03/12/12	From HCRMA Office to Dennis Burleson (McAllen) for signature on travel documents to Alonzo Cantu (McAllen) for RMA Business and back to HCRMA Office	330907	104,191	104,232	41					\$22.76
03/12/12	From HCRMA Office to LRGVDC to meet with Mr. Jones to FNB (Weslaco) deposit RMA check to HCRMA Office	330907	104,232	104,238	6					\$3.33
3/16/12	From home to Dannenbaum (McAllen) for meeting to HCRMA Office	330907	104,476	104,506	30					\$16.65
TOTAL										\$112.13

Depart: Trip #1		Return: Trip #1		Depart: Trip #1		Return: Trip #1	
Date	Time	Date	Time	Date	Time	Date	Time
03/12	2:00 PM	03/12	11:00 AM				
SIGNATURE OF TRAVELER		DATE		APPROVED BY DEPARTMENT HEAD			

I CERTIFY THAT THIS STATEMENT, THE AMOUNTS CLAIMED AND THE ATTACHMENTS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE BELIEF.

Hidalgo County Regional Mobility Authority

Travel Expense Report

NAME:

Fior E. Koll

ID#:

1239

Period Beginning:

03/27/12

Period Ending 03/29/12

Note: Form must be typed.

Page 2/2

DATE	TRAVEL DESCRIPTION	PROJECT CODE	ODOMETER		MILES @ .555 cents	Mileage Expense	HOTEL	HOTEL TAX/ OTHER	DIEM	TOTAL
			Before	After						
3/27/12	From home to Dannenbaum (McAllen) to pick up complete board meeting packet, to SAS (Weslaco) pick up vendor checks to HCRMA Office	330907	104,938	104,965	27					\$14.99
03/27/12	From HCRMA office to Weslaco Post Office to pick up certified mail (VRF Check) to HCRMA Office	330907	104,965	104,970	5					\$2.78
03/27/12	From HCRMA Office to DEC (McAllen), Dennis Burleson (McAllen), Alonzo Cantu (McAllen), Forrest Runnels (Edinburg), David Guerra (McAllen), Rick Perez (La Joya) to drop off confidential packets to home (Mission-shortest distance)	330907	104,980	105,031	51					\$28.31
03/28/12	From HCRMA Office to Valley Partnership (Weslaco) drop off documents to Dennis back to HCRMA Office	330907	105,057	105,062	5					\$2.78
03/29/12	From HCRMA office to Dennis Burleson (McAllen) for signature on HCRMA Resolutions to DEC (McAllen) drop off vendor check to Incubator (Las Milpas) meet Pilar Rodriguez to home (Mission-shortest distance)	330907	105,128	105,181	53					\$29.42
		330907			0					\$0.00
TOTAL										\$78.28

Depart: Trip #1		Return: Trip #1		Depart: Trip #1		Return: Trip #1	
Date	Time	Date	Time	Date	Time	Date	Time
5/1/12		5/1/12					
SIGNATURE OF TRAVELER				APPROVED BY DEPARTMENT HEAD			

Hidalgo County Regional Mobility Authority
Travel Expense Report

To: Finance Department

NAME: Flor E. Koll ID#: 1239 Period Beginning: 04/02/12 Period Ending: 04/29/12

Page 1	\$127.67
Page 2	\$81.03
Page 3	\$56.07
Total	\$264.77

PAID

5/1/12
Date

Flor E. Koll
Traveler's Signature

**Hidalgo County Regional Mobility Authority
Travel Expense Report**

Note: Form must be typed

NAME: Flor E. Koll **ID#:** 1239 **Period Beginning:** 04/02/12

Page 1/3

Period Ending 04/16/12

DATE	TRAVEL DESCRIPTION	PROJECT CODE	ODOMETER		MILES @ .555 cents	Mileage Expense	HOTEL	AIRLINE HOTEL TAX/ OTHER	MEAL PER DIEM	TOTAL
			Before	After						
04/02/12	From HCRMA Office to Alonzo Canut (McAllen) for meeting to home (Mission-shortest distance)	330907	105,413	105,442	29					\$16.10
04/03/12	From HCRMA Office to Rick Perez (La Joya) for signature on RMA checks to home (Mission-shortest distance)	330907	105,489	105,524	35					\$19.43
04/10/12	From home (Mission-shortest distance) to DEC (McAllen) drop off original agreement with FNB to HCRMA Office	330907	105,921	105,952	31					\$17.21
04/11/12	From home (Mission-shortest distance) to DEC (McAllen) to work on RMA Annual Report to home (Mission shortest distance)	330907	105,980	106,000	20					\$11.10
04/12/12	From home to Dennis Burleson (McAllen) drop off draft Annual Report to DEC (McAllen) work on RMA Annual Report to home (Mission-shortest distance)	330907	106,101	106,122	21					\$11.66
04/13/12	From HCRMA Office to Forrest Runnesl (Edinburg), Alonzo Cantu (McAllen), David Guerra (McAllen) and Dennis Burleson (Mission) drop off board packets to home (Mission-shortest distance)	330907	106,160	106,190	30					\$16.65
04/16/12	From HCRMA Office to Joe Olivarez (Westaco), Michael Cano (Pharr), Rick Perez (La Joya) and Judge's Office (Edinburg) deliver board packet and back to HCRMA Ofc	330907	106,236	106,300	64					\$35.52
TOTAL										\$127.67

Depart: Trip #1		Return: Trip #1		Depart: Trip #1		Return: Trip #1	
Date	Time	Date	Time	Date	Time	Date	Time

I CERTIFY THAT THIS STATEMENT, THE AMOUNTS CLAIMED AND THE ATTACHMENTS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE BELIEF.

DATE 04/16/12 SIGNATURE OF TRAVELER Flor E. Koll DATE 04/16/12 APPROVED BY DEPARTMENT HEAD [Signature]

Hidalgo County Regional Mobility Authority Travel Expense Report

NAME: Flor E. Koll

ID#: 1239 Period Beginning: 04/17/12

Note: Form must be typed
Page 2/3

Period Ending 04/27/12

DATE	TRAVEL DESCRIPTION	PROJECT CODE	ODOMETER		MILES @ .555 cents	Mileage Expense	HOTEL	AIRFARE HOTEL TAX/ OTHER	MEAL DIEM	TOTAL
			Before	After						
4/16/12	From HCRMA office to Alonzo Cantu (McAllen) for Meeting to home (Mission-shortest distance)	330907	106,380	106,404	24					\$13.32
04/18/12	From HCRMA office to SAS to pick up vendor checks and back to HCRMA office Weslaco	330907	106,434	106,440	6					\$3.33
04/18/12	From HCRMA Office to City of Alamo for RMA Board meeting to home (Mission-shortest distance)	330907	106,440	106,466	26					\$14.43
04/24/12	From HCRMA Office to McAllen Convention Center for RMA Workshop to home (Mission-shortest distance)	330907	106,870	106,894	24					\$13.32
04/25/12	From HCRMA Office to Michael Cano (Pharr), Alonzo Cantu (McAllen), Rick Perez (La Joya) to deliver RMA Planning Committee packets to home (Mission-shortest distance)	330907	106,943	106,975	32					\$17.76
04/26/12	From HCRMA Office to LRGVDC to drop off work cell phone to SAS (Weslaco) pick up vendor check to McAllen Public Library for planning committee meeting to home (Mission-shortest distance)	330907	107,026	107,054	28					\$15.54
04/27/12	From HCRMA Office to LRGVDC to pick up new work cell phone and back to HCRMA office.	330907	107,091	107,097	6					\$3.33
TOTAL										\$81.03

Depart: Trip #1				Return: Trip #1			
Date	Time	Date	Time	Date	Time	Date	Time
5/1/12	2:00 PM	5/1/12	5:11 PM				

I CERTIFY THAT THIS STATEMENT, THE AMOUNTS CLAIMED AND THE ATTACHMENTS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE BELIEF.

DATE 5/1/12 SIGNATURE OF TRAVELER [Signature] DATE 5/1/12 APPROVED BY DEPARTMENT HEAD [Signature]

Travel Expense Report

ID#

1239

beginning:

04/27/12

9-800-678-8888

DATE	SIGNATURE OF TRAVELER
------	-----------------------

Travel Expense Report

Page 1

Flor E. Koll

Period	
Beginning:	<u>03/19/12</u>
Period	
Ending	<u>03/22/12</u>

TOTAL	\$-12.98
-------	----------

like a
11.32 = 8/12
22

Rev. 07/01/2008

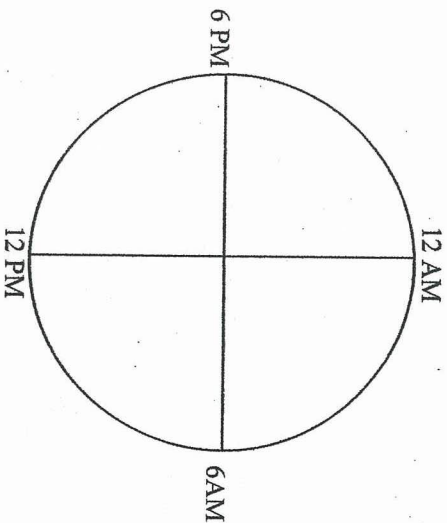
Flot F Koll

IN-STATE			OUT-OF-STATE	
		Reimbursable Lodging Rate (not to exceed \$85 per day)		Reimbursable Lodging Rate (based on out-of state federal computations)
Date of Lodging	Actual Lodging Rate		Date of Lodging	Actual Lodging Rate
	PAID			
	BY			
	HCRMA			
TOTAL LODGING RATE (EXCL. TAXES)			TOTAL LODGING RATE (EXCL. TAXES)	
\$			LODGING TAXES	

IN-STATE MEALS PER DIEM			
DATE	# OF QUARTERS		
03/19/12	3		
03/21/12	4		
03/22/12	3		
TOTAL QUARTERS		10	X \$17.75 = \$177.50
			PER DIEM
OUT-OF-STATE MEALS PER DIEM			

	# OF QUARTERS				
DATE					
TOTAL					
QUARTERS					

<u>QUARTERS</u>	X	\$	=	\$	<u>PER DIEM</u>
-----------------	---	----	---	----	-----------------



\$ = Allowable Rate to be computed by use of the "Out-of-State Meal and Lodging Rates for Current Fiscal Year."
from the Texas Comptroller of Public Accounts.



卷之四

(October 2011 - September 2012)

Per Diem Map >

Yours Sincerely,
D. St. John

46

72

and the counties of Montgomery and Prince George's in Maryland)

Downloadable Per Diem Files

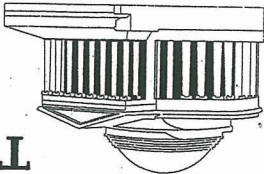

TAXICAB RECEIPT

Time: _____
Date: 3/21/12

Origin of trip: Hotel

Destination: 1-69 office

Fare: \$20.00
Sign: _____

A simple line drawing of a taxi cab, viewed from the side. It has a boxy body with vertical lines representing windows or panels, a flat roof, and a rounded front end with a visible wheel.

TAXICAB RECEIPT

Time: _____
Date: 3/20/12

Origin of trip: Hokkaido

Destination: 1-69 office

Fare: 20.00

Sign: _____



City of McAllen

Memorandum

To: Flor E. Koll

From: Belia Villarreal
Payroll Manager

Date: May 16, 2012

Re: Payroll for Pilar Rodriguez

Please submit a check in the amount of \$ 8,525.77 to the Finance Department. This is to cover the following: payroll from 4/30/2012 through 5/13/2012

The following is a breakdown:

Salary	7,363.46
Overtime	0.00
Medicare	104.25
FICA	456.53
TMRS	384.37
TWC	0.00
Group Term Life Ins	4.00
Health Insurance Emp plus Fam	213.16
Workers Compensation	0.00
Total amount invoiced for:	\$ 8,525.77

If you should have any questions, please feel free to contact me at 956-681-1041.

Thank you.



City of McAllen

Memorandum

To: Flor E. Koll

From: Belia Villarreal
Payroll Manager

Date: May 30, 2012

Re: Payroll for Pilar Rodriguez

Please submit a check in the amount of \$ 7,594.60 to the Finance Department. This is to cover the following: payroll from 5/14/2012 through 5/27/2012

The following is a breakdown:

RA	Salary	6,538.46
RB	Overtime	0.00
RC	Medicare	92.29
RD	FICA	405.38
RE	TMRS	341.31
RF	TWC	0.00
RG	Group Term Life Ins	4.00
RH	Health Insurance Emp plus Fam	213.16
RI	Workers Compensation	0.00

Total amount invoiced for:	\$	7,594.60
----------------------------	----	----------

If you should have any questions, please feel free to contact me at 956-681-1041.

Thank you.

Regional Mobility Authority PRE-BILL AGENCYACCOUNT									
EMPLOYEE NAME	STATUS	HEALTH (38601)	DENTAL (38824)	VISION (38825)	BASIC (38826)	SUPP LIFE (38827)	LTD	STD	ADMIN FEES (38828)
Rodriguez, Pilar	FT								\$55.83
TOTALS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$55.83

Direct Payroll Deductions									
	FT	FAM	PAYROLL	FAM	PAYROLL	FAM	PAYROLL	PAYROLL	
Rodriguez, Pilar									

STATEMENT

City of McAllen
P O BOX 220
MCALLEN TX 78505-0220

(956) 681-1400 Ext. 0000

Date:	5/16/2012
Account:	38883

Amount Paid:	
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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FLOR KOLL
510 S PLEASANTVIEW DRIVE
WESLACO TX 78596

Deposits Received: \$0.00

^Please return this portion with your payment^

Document No.	Date	Code	Description	Amount	Balance
000002538	4/30/2012	SLS	000002538	\$55.83	\$55.83
000002905	5/15/2012	SLS	000002905	\$55.83	\$111.66
				Amount Due:	\$111.66

PAYMENT DUE DATE IS THE FIRST OF EACH MONTH
LATE PAYMENT MAY RESULT IN ACCOUNT TO CANCELLATION
TIMELY PAYMENTS ARE EXPECTED
THANK YOU FOR YOUR PROMPT PAYMENT

Current	31 - 60 Days	61 - 90 Days	91 and Over			
\$111.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Codes: SLS = Sales / Invoices
SCH = Scheduled Payments
DR = Debit Memos

FIN = Finance Charges
SVC = Service / Repairs
WRN = Warranties

CR = Credit Memos
RTN = Returns
PMT = Payments



SALINAS, ALLEN & SCHMITT, LLP

Certified Public Accountants ♦ Business and Tax Consultants

ID: 108066

Hidalgo County Regional Mobility Authority
510 S. Pleasantview Dr.

Weslaco, TX 78596

Invoice: 95749

Date: 06/09/2012

Due Date: 06/16/2012

For professional service rendered as follows:

Monthly bookkeeping for May, 2012.

850.00

Billed Time & Expenses \$850.00

Invoice Total \$850.00

Please include your Client ID with your payment. Thank you.

It has been said that the highest compliment you can pay any business is through client referrals. As our client, the trust you place in us is emphasized when you call us with a client referral. We welcome your referrals and treat them with extra care knowing they come directly from you. Be assured that all accounts are maintained in strict confidence. We look forward to serving your referrals.

...providing support & solutions to problems

2300 WEST PIKE, SUITE 201 • P.O. BOX 8368 • WESLACO, TX 78599-8368 • 956-968-2108 • FAX 956-968-9231
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TUGGEY FERNANDEZ LLP
TF|WEAVER STRATEGIES LLC

SAN ANTONIO

3707 N. St. Mary's St., Suite 200 • San Antonio, TX 78212
Tel 210.538.9933 • Fax 888.330.7890 • www.tuggeyllp.com

June 8, 2012

Mr. Dennis Burleson
Hidalgo County Regional Mobility Authority
510 S. Pleasantview Drive
Weslaco, Texas 78596

Re: Legal Services

Dear Mr. Burleson:

On behalf of Tuggey Fernandez LLP, I want to thank you for your confidence in our firm to represent you in the above referenced matter.

Enclosed you will find our invoices for legal services rendered and disbursements incurred on your behalf through May 31, 2012. Separate invoices for your general matters (\$1,567.50) and project matters (\$6,241.50) are attached.

If you have any questions regarding this invoice, please do not hesitate to contact me at (210) 538-9935 or bfernandez@tuggeyllp.com.

Very truly yours,

Blakely L. Fernandez

Enclosure

copy: File

cc: Flor Koll via email fkoll@herma.org

DANNENBAUM ENGINEERING CORPORATION

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

ENGINEERING
EXCELLENCE
SINCE
1945

June 7, 2012

Dennis Burleson, Chairman
HCRMA
510 South Pleasantview Drive
Weslaco, Texas 78596

**Re: Hidalgo County Regional Mobility Authority (HCRMA) –
Invoice for Work Authorization No. 1 (4652-01/07/XV)**

Dear Mr. Burleson,

Enclosed please find Invoice 465201/07/XV for Program Management Consultant Services performed for the Hidalgo County Regional Mobility Authority (HCRMA).

The billing cycle is from May 1, 2012 through May 30, 2012.

Total due this invoice is \$147, 460.94.

If you have any questions, please feel free to contact me at (956) 682-3677 or (832) 771-4904.

Sincerely,



Louis H. Jones, Jr., P.E.
Program Manager

Enclosure(s)

cc: Richard D. Seitz, P.E.
Eric Davila, EIT

6/12/2012

APPROVED

FOR PAYMENT.

SEE ATTACHED



DANNENBAUM ENGINEERING CORPORATION

1109 NOLANA LOOP, SUITE 208 MCALLEN, TEXAS 78504 (956) 682-3677 (956) 686-1822

June 5, 2012

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

Project Name: HCRMA Program Management Consultant Contract
Work Authorization No. 1 through No. 4

Invoice Number:
Invoice Period:

465201/07/XV
05/09/2012 - 05/31/2012

INVOICE SUMMARY

WORK ORDER NO.	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
1	Research Planning/Immediate Operations Phase	\$909,960.63	100.00%	\$909,960.63	\$909,960.63	\$0.00
2	Advanced Planning for La Joya Relief Route (NOT APPROVED)	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
3	Title Reports for TCC	\$57,750.00	10.00%	\$5,775.00	\$5,775.00	\$0.00
4	Engineering Management/Partial Operations Implementation/Public Outreach	\$891,814.61	22.29%	\$198,747.93	\$51,286.99	\$147,460.94
	TOTALS	\$1,859,525.24	59.93%	\$1,114,483.56	\$967,022.62	\$147,460.94

TOTAL DUE THIS INVOICE:

\$147,460.94

Pay ↑

1 - 12/12/2012

Loop Account

#280003609

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PAYMENT SUMMARY

Dannenbaum Engineering - Program Management
\$5,000,000 Maximum payable fee

Maximum fee minus approved WA \$3,140,474.76

	Approved WA Amount	Invoice Date							WA	WA
		12/12/2011	1/13/2012	2/14/2012	3/9/2012	4/9/2012	5/8/2012	6/7/2012	Total Billed	Balance
WA#1	\$909,960.63	\$255,645.93	\$226,404.86	\$155,211.93	\$145,740.60	\$81,955.77	\$45,001.54		\$909,960.63	\$0.00
WA#2	\$0.00									
WA#3	\$57,750.00						\$5,775.00		\$5,775.00	\$51,975.00
WA#4	\$891,814.61						\$51,286.99	\$147,460.94	\$198,747.93	\$693,066.68
	<u>\$1,859,525.24</u>						Total Approved for Payment	<u>\$147,460.94</u>	<u>\$1,114,483.56</u>	<u>\$745,041.68</u>

Note: WA #2 for the La Joya Relief Route was not necessary and cancelled.
 May 8, 2012 billing for WA#1 reduced by \$5,459.01 to meet approved amount.

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

June 5, 2012

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

Work Order No. 1:
Research Planning/Immediate Operations Phase

Invoice Number: 465201/07/XV
Invoice Period: 05/09/2012 - 05/31/2012

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
1	Research/Analyze/Gather all documents and develop Prog. Mgt. Plan (4 Months)	\$605,919.26	100.00%	\$605,919.26	\$605,919.26	\$0.00
2	Review/Monitor/Report/Implement All TxDOT Pass Thru / Toll Agreements (4 mo)	\$11,546.14	100.00%	\$11,546.14	\$11,546.14	\$0.00
3	Rev./Analyze TRZ for the entire HCRMA Rdwy. Sys. incld. La Joya Relief Rte.	\$18,983.62	100.00%	\$18,983.62	\$18,983.62	\$0.00
4	Gen. Eng. Consult. (GEC) Mgt. Including contract negotiations (4 months)	\$173,210.21	100.00%	\$173,210.21	\$173,210.21	\$0.00
5	Procurement / Negotiations of Prof. Svcs.	\$27,248.50	100.00%	\$27,248.50	\$27,248.50	\$0.00
ODC	Direct Expenses	\$73,052.90	100.00%	\$73,052.90	\$73,052.90	\$0.00
	TOTALS	\$909,960.63	100.00%	\$909,960.63	\$909,960.63	\$0.00

TOTAL DUE WORK ORDER NO. 1:

\$0.00

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 1:
Research Planning/Immediate Operations Phase

Invoice Number: 465201/07/XV
Invoice Period: 05/09/2012 - 05/31/2012

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
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	100.00%	\$35,455.62	\$35,455.62	\$0.00
2. Review/Comment all consultant contracts	\$ 3,709.14	100.00%	\$3,709.14	\$3,709.14	\$0.00
3. Review/Analyze all schematics including North of US 83	\$ 75,561.96	100.00%	\$75,561.96	\$75,561.96	\$0.00
5. Review/Analyze/Comment on all financial studies	\$ 8,122.08	100.00%	\$8,122.08	\$8,122.08	\$0.00
6. Review/Analyze/Comment on all TxDOT comments on all existing documents	\$ 6,868.84	100.00%	\$6,868.84	\$6,868.84	\$0.00
B. Review Exst. Quantities/Estimates and Prep. Oursive Review of Proj. Dev. Cost Est. on all projects					
1. SH 365 / TCC (All Sections)	\$ 18,708.04	100.00%	\$18,708.04	\$18,708.04	\$0.00
2. IBTC All Sections	\$ 10,997.72	100.00%	\$10,997.72	\$10,997.72	\$0.00
3. US 281 Military Highway Overpass	\$ 10,875.76	100.00%	\$10,875.76	\$10,875.76	\$0.00
4. US 83 Connector to FM 495	\$ 6,917.40	100.00%	\$6,917.40	\$6,917.40	\$0.00
5. La Joya Relief Route Segment No. 1	\$ 11,046.28	100.00%	\$11,046.28	\$11,046.28	\$0.00
6. All Segments - North of US 83	\$ 19,838.44	100.00%	\$19,838.44	\$19,838.44	\$0.00
C. Develop Program Management Plan which includes the following components:					
2. Quality Control Plan	\$ 7,727.18	100.00%	\$7,727.18	\$7,727.18	\$0.00
3. Cost Control Plan	\$ 40,535.94	100.00%	\$40,535.94	\$40,535.94	\$0.00
4. Schedule Management /Tracking Plan	\$ 13,402.16	100.00%	\$13,402.16	\$13,402.16	\$0.00
5. Document Control Plan	\$ 11,459.16	100.00%	\$11,459.16	\$11,459.16	\$0.00
6. Financial Implementation Plan	\$ 74,782.58	100.00%	\$74,782.58	\$74,782.58	\$0.00
7. Right-of-way Acquisition Management Plan (Refer to Aranda & Associates)	\$ 11,098.50	100.00%	\$11,098.50	\$11,098.50	\$0.00
8. Utility Relocation Plan	\$ 8,301.76	100.00%	\$8,301.76	\$8,301.76	\$0.00
10. Environmental Document/Clearance/Permit Plan	\$ 6,502.26	100.00%	\$6,502.26	\$6,502.26	\$0.00
- SH365/TCC-Environmental-Atkins (formerly PBSJ)	\$ 20,194.80	100.00%	\$20,194.80	\$20,194.80	\$0.00
- IBTC-Environmental-Atkins (formerly PBSJ)	\$ 8,855.48	100.00%	\$8,855.48	\$8,855.48	\$0.00
- La Joya Bypass Phase I/B/TxDOT/Atkins	\$ 14,282.10	100.00%	\$14,282.10	\$14,282.10	\$0.00
12. Project Development / Capital Improvement Plan / Strategic Plan (CIP)	\$ 146,529.12	100.00%	\$146,529.12	\$146,529.12	\$0.00
13. General Engineering Consultant Plan Management (GEC Plan)	\$ 3,687.16	100.00%	\$3,687.16	\$3,687.16	\$0.00
14. Develop Budget for PMC Program for next 7 years	\$ 30,459.78	100.00%	\$30,459.78	\$30,459.78	\$0.00
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 CSA Fac. Connect.					
- Review Agreement	\$ 1,379.80	100.00%	\$1,379.80	\$1,379.80	\$0.00
- Monitor Agreement (4 months)	\$ 750.62	100.00%	\$750.62	\$750.62	\$0.00
2. US 281 / Military Hwy Overpass					
- Review Agreement	\$ 1,379.80	100.00%	\$1,379.80	\$1,379.80	\$0.00
- Monitor Agreement	\$ 750.62	100.00%	\$750.62	\$750.62	\$0.00
3. La Joya Relief Route (Phase I)(8.3 Miles)					
- Review Agreement	\$ 1,379.80	100.00%	\$1,379.80	\$1,379.80	\$0.00
- Negotiate Agreement (1 meeting / 8 hrs / mtg) - Austin	\$ 5,154.88	100.00%	\$5,154.88	\$5,154.88	\$0.00
- Monitor Agreement	\$ 750.62	100.00%	\$750.62	\$750.62	\$0.00
4. US 281 - Falfurrias Toll Road					
- Review Agreement	\$ -	0.00%	\$0.00	\$0.00	\$0.00
- Negotiate Agreement (2 meeting / 8 hrs / mtg) - Austin	\$ -	0.00%	\$0.00	\$0.00	\$0.00
- Monitor Agreement	\$ -	0.00%	\$0.00	\$0.00	\$0.00

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 1:
Research Planning/Immediate Operations Phase

Invoice Number: 465201/07/XV
Invoice Period: 05/09/2012 - 05/31/2012

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
TASK 3 Rev/Analyze TRZ for the entire HCRMA Rdwy. Sys. incl. La Joya Relief Rte.					
A. Rev/Analyze Trans.Reinvest. Zone (TRZ) for the entire Loop Proj. incl. the La Joya Relief Rte.					
1. Meet w/ Authority / County (2 mths @ 4 hrs / mtg)	\$ 5,044.16	100.00%	\$5,044.16	\$5,044.16	\$0.00
2. Prepare Exhibit / Hold One Public Mtg (1 mtg @ 4 hrs / mtg)	\$ 6,344.34	100.00%	\$6,344.34	\$6,344.34	\$0.00
3. Modify Metes & Bounds for TRZ Boundary (paper only)	\$ 7,595.12	100.00%	\$7,595.12	\$7,595.12	\$0.00
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	100.00%	\$9,362.32	\$9,362.32	\$0.00
2. Prepare monthly PMC Invoice	\$ 4,399.04	100.00%	\$4,399.04	\$4,399.04	\$0.00
3. Prepare monthly PMC progress reports	\$ 5,939.02	100.00%	\$5,939.02	\$5,939.02	\$0.00
4. Attend monthly HCRMA board meetings (4 hrs / mtg / mo)	\$ 7,559.36	100.00%	\$7,559.36	\$7,559.36	\$0.00
5. Attend monthly HCRMA planning meetings (2 hrs / mtg / mo)	\$ 4,265.44	100.00%	\$4,265.44	\$4,265.44	\$0.00
6. Attend monthly HCRMA exed comm meetings (2 hrs / mtg / mo)	\$ 3,779.68	100.00%	\$3,779.68	\$3,779.68	\$0.00
7. Attend monthly MPO meetings (2 hrs / mtg / mo)	\$ 3,779.68	100.00%	\$3,779.68	\$3,779.68	\$0.00
8. Attend monthly TxDot meetings (Austin) (8 hrs / mtg / mo)	\$ 11,329.84	100.00%	\$11,329.84	\$11,329.84	\$0.00
9. Attend various meetings (local/state) (4 per month) (2 hrs / mtg / mo)	\$ 7,195.04	100.00%	\$7,195.04	\$7,195.04	\$0.00
10. Attend meeting in Washington DC (one meeting per 4 months) (3 days / mtg)	\$ 5,060.84	100.00%	\$5,060.84	\$5,060.84	\$0.00
11. Governmental Liaison	\$ 17,344.00	100.00%	\$17,344.00	\$17,344.00	\$0.00
12. Assist/plan/meet/negotiate with all cities in Hidalgo Co. on ordinance to increase truck usage of Toll Facilities	\$ 1,084.58	100.00%	\$1,084.58	\$1,084.58	\$0.00
B. General Engineering Consultant (GEC) Management of the following (4 Months)					
1. SH365/TCC - Environmental - Atkins (formerly PBSJ)					
- Review / Analyze / Comment on Consultant Contracts	\$ 1,713.76	100.00%	\$1,713.76	\$1,713.76	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ 2,709.56	100.00%	\$2,709.56	\$2,709.56	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ -	0.00%	\$0.00	\$0.00	\$0.00
2. IBC - Environmental - Atkins (formerly PBSJ)					
- Review / Analyze / Comment on Consultant Contracts	\$ -	0.00%	\$0.00	\$0.00	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ -	0.00%	\$0.00	\$0.00	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ -	0.00%	\$0.00	\$0.00	\$0.00
3. SH365/TCC (FM 1016 to E 23rd) - Survey/R.O.W. - DOS Logistics, Inc.					
- Review / Analyze / Comment on Consultant Contracts	\$ 2,311.78	100.00%	\$2,311.78	\$2,311.78	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ 7,817.78	100.00%	\$7,817.78	\$7,817.78	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ 5,761.03	100.00%	\$5,761.03	\$5,761.03	\$0.00
4. SH365/TCC (E 23rd to IBC) - Survey/R.O.W. - Quinlan/Hadley					
- Review / Analyze / Comment on Consultant Contracts	\$ 3,364.88	100.00%	\$3,364.88	\$3,364.88	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ 4,551.21	100.00%	\$4,551.21	\$4,551.21	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ 5,035.57	100.00%	\$5,035.57	\$5,035.57	\$0.00
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	100.00%	\$1,893.58	\$1,893.58	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ 7,559.36	100.00%	\$7,559.36	\$7,559.36	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ 3,473.54	100.00%	\$3,473.54	\$3,473.54	\$0.00
- Review / Analyze / Prepare independent construction cost estimates	\$ 1,563.16	100.00%	\$1,563.16	\$1,563.16	\$0.00

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 1:
Research Planning/Immediate Operations Phase

Invoice Number: 465201/07/XV
Invoice Period: 05/09/2012 - 05/31/2012

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
TASK 4 Gen. Eng. Consult. (GEC) Mot. 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	100.00%	\$3,381.24	\$3,381.24	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ 3,916.50	100.00%	\$3,916.50	\$3,916.50	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ 2,359.24	100.00%	\$2,359.24	\$2,359.24	\$0.00
7. SH 365 / TCC (Toll / Pass Thru) - Seg. 1B - Anz. GSA Conn. to E. of 23rd - Eng. / Geo. - L&G Engr.					
- Review / Analyze / Comment on Consultant Contracts	\$ 2,298.96	100.00%	\$2,298.96	\$2,298.96	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ 7,775.94	100.00%	\$7,775.94	\$7,775.94	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ 2,988.42	100.00%	\$2,988.42	\$2,988.42	\$0.00
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	100.00%	\$3,186.94	\$3,186.94	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ 6,107.56	100.00%	\$6,107.56	\$6,107.56	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ 4,775.06	100.00%	\$4,775.06	\$4,775.06	\$0.00
9. US 281/Military Overpass - Engineering/Geotech/Survey -TEDSI Infrastructure					
- Review / Analyze / Comment on Consultant Contracts	\$ 3,186.94	100.00%	\$3,186.94	\$3,186.94	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ 2,153.24	100.00%	\$2,153.24	\$2,153.24	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ 2,226.12	100.00%	\$2,226.12	\$2,226.12	\$0.00
10. US 83 Connector to FM 495 - Eng./Geotech/Survey - S&B Infrastructure					
- Review / Analyze / Comment on Consultant Contracts	\$ -	0.00%	\$0.00	\$0.00	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$ -	0.00%	\$0.00	\$0.00	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$ -	0.00%	\$0.00	\$0.00	\$0.00
TASK 5 Procurement / Negotiations of Prof. Svcs. of the following: (4 months)					
A. Procurement/Negotiations of Prof. Svcs. of the following: (4 months)					
1. SH 365 / TCC - Seg. 1 - ROW Acquisition/Title Company	\$ -	0.00%	\$0.00	\$0.00	\$0.00
2. SH 365 / TCC - Seg. 1A - ROW Acquisition/Title Company	\$ -	0.00%	\$0.00	\$0.00	\$0.00
3. SH 365 / TCC - Seg. 1B - ROW Acquisition/Title Company	\$ -	0.00%	\$0.00	\$0.00	\$0.00
4. SH 365 / TCC - Seg. 2 - ROW Acquisition/Title Company	\$ -	0.00%	\$0.00	\$0.00	\$0.00
5. IBTC Seg. 1-5 - Engineering (One Procurement up to Five(5) Firms)	\$ 10,628.66	100.00%	\$10,628.66	\$10,628.66	\$0.00
6. IBTC Seg. 1-5 - Survey (One Procurement up to Five(5) Firms)	\$ 10,628.66	100.00%	\$10,628.66	\$10,628.66	\$0.00
7. IBTC Seg. 1-5 - ROW Acquisition/Title Company	\$ -	0.00%	\$0.00	\$0.00	\$0.00
8. IBTC Geotech Total Project	\$ -	0.00%	\$0.00	\$0.00	\$0.00
9. US 83 Connector to SH 495 - ROW Acquisition/Title Company	\$ -	0.00%	\$0.00	\$0.00	\$0.00
10. US 281 (Military) Overpass at San Juan - ROW Acquisition/Title Company	\$ -	0.00%	\$0.00	\$0.00	\$0.00
11. La Joya Relief Route Corridor Seg. 1 - Environmental/Schematic (Update / Finalize)/Engineering	\$ 5,991.18	100.00%	\$5,991.18	\$5,991.18	\$0.00
12. La Joya Relief Route Corridor Seg. 1 - Geotech	\$ -	0.00%	\$0.00	\$0.00	\$0.00
13. La Joya Relief Route Corridor Seg. 1 - Survey	\$ -	0.00%	\$0.00	\$0.00	\$0.00
14. La Joya Relief Route Corridor Seg. 1 - ROW Acquisition/Title Co.	\$ -	0.00%	\$0.00	\$0.00	\$0.00
15. Toll Consultant / Traffic Management - system wide	\$ -	0.00%	\$0.00	\$0.00	\$0.00

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

Work Order No. 1:
Research Planning/Immediate Operations Phase

Invoice Number: 465201/07/XV
Invoice Period: 05/09/2012 - 05/31/2012

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
DIRECT EXPENSES					
Lodging / Hotel (\$100.00 / DAY)	\$ 1,235.00	100.00%	\$1,235.00	\$1,235.00	\$0.00
Meals (\$30.00 / DAY)	\$ 834.00	100.00%	\$834.00	\$834.00	\$0.00
Rental Car	\$ 1,770.00	100.00%	\$1,770.00	\$1,770.00	\$0.00
Air Travel	\$ 2,750.00	100.00%	\$2,750.00	\$2,750.00	\$0.00
Parking	\$ 154.00	100.00%	\$154.00	\$154.00	\$0.00
Overnight Mail - letter size	\$ 3,450.00	100.00%	\$3,450.00	\$3,450.00	\$0.00
Photocopies BW (8.5 X 11)	\$ 709.90	100.00%	\$709.90	\$709.90	\$0.00
Photocopies BW (11 X 17)	\$ 620.00	100.00%	\$620.00	\$620.00	\$0.00
Photocopies Color (8.5 X 11)	\$ 710.00	100.00%	\$710.00	\$710.00	\$0.00
Photocopies Color (11 X 17)	\$ 750.00	100.00%	\$750.00	\$750.00	\$0.00
Color Graphics on Foam Board	\$ 70.00	100.00%	\$70.00	\$70.00	\$0.00
Public Outreach Liaison	\$ 60,000.00	100.00%	\$60,000.00	\$60,000.00	\$0.00
CPA/Accounting Support Services	\$ -	0.00%	\$0.00	\$0.00	\$0.00
IT Support Services	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Appraiser	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Totals	\$ 909,960.63		\$ 909,960.63	\$ 909,960.63	\$ -

Amount Due This Invoice

\$ -

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES**

June 5, 2012

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

Work Order No. 3:
Title Report for TCC

Invoice Number:
Invoice Period:

465201/07/XV
05/09/2012 - 05/31/2012

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
1	Provide Title Reports	\$57,750.00	10.00%	\$5,775.00	\$5,775.00	\$0.00
	TOTALS	\$57,750.00	10.00%	\$5,775.00	\$5,775.00	\$0.00

TOTAL DUE WORK ORDER NO. 3:

\$0.00

June 5, 2012

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

MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES

Work Order No. 4:
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/07/XV
Invoice Period: 05/09/2012 - 05/31/2012

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
A	Coordinate / Update / Assist Executive Director	\$8,958.03	25.00%	\$2,239.51	\$895.80	\$1,343.71
B	Attend / Prepare Data / Report on Various Meetings (4.0 Months)	\$58,914.28	42.69%	\$25,148.66	\$874.20	\$24,274.46
C	Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy	\$2,711.90	20.00%	\$542.38	\$0.00	\$542.38
D	Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications for SH 365 TCC / La Joya Relief Route / US 281	\$18,512.54	16.01%	\$2,963.57	\$0.00	\$2,963.57
E	Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System	\$22,926.32	7.52%	\$1,722.93	\$0.00	\$1,722.93
F	Organize / Develop HCRMA Files By Project (Electronic and Hardcopy) - RMA Will Provide Flor Koll and Temporary Secretaries	\$19,183.08	40.00%	\$7,673.23	\$1,918.31	\$5,754.92
G	Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements	\$15,564.04	10.00%	\$1,556.40	\$0.00	\$1,556.40
H	Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others	\$20,830.08	20.00%	\$4,166.02	\$1,041.50	\$3,124.52
I	Public Outreach Meetings including Negotiations of Truck Restrictions with the following Cities (Including Travel and Preparation for Meeting) (4.0 Months):	\$19,983.36	0.00%	\$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)	\$74,767.90	20.07%	\$15,008.98	\$3,001.80	\$12,007.18
K	IBTC (3.0 Months)	\$107,450.92	17.14%	\$18,413.19	\$4,013.48	\$14,399.71
L	SH 365 / TCC (Modified) (Inc. TCC at GSA Anzalduas Bridge)(4.0 Months)	\$307,638.36	15.96%	\$49,101.15	\$8,989.40	\$40,111.75
M	US 281 / Military (3.0 Months)	\$36,819.80	13.11%	\$4,827.41	\$0.00	\$4,827.41
ODC	Direct Expenses	\$177,554.00	36.83%	\$65,384.50	\$30,552.50	\$34,832.00
	TOTALS	\$891,814.61	22.29%	\$198,747.93	\$51,286.99	\$147,460.94

TOTAL DUE WORK ORDER NO. 4:

\$147,460.94

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 4:

Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/07/XV

Invoice Period: 05/09/2012 - 05/31/2012

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
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	25.00%	\$2,239.51	\$895.80	\$1,343.71
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	50.00%	\$8,200.90	\$0.00	\$8,200.90
2. HCRMA Planning Committee Meetings (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 4,694.28	50.00%	\$2,347.14	\$0.00	\$2,347.14
3. HCRMA Finance Committee Meetings (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 4,694.28	50.00%	\$2,347.14	\$0.00	\$2,347.14
4. HCRMA MPO Policy Committee Meeting (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 4,694.28	50.00%	\$2,347.14	\$0.00	\$2,347.14
5. HCRMA MPO Tech Committee Meeting (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 4,694.28	50.00%	\$2,347.14	\$0.00	\$2,347.14
6. Various Individual HCRMA Mtgs w/ Board (3 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 2,130.42	50.00%	\$1,065.21	\$0.00	\$1,065.21
7. Hidalgo County Meetings w/Staff (2 Mtgs. @2 hr. / Mtg.) (Inc. Prep Time)	\$ 2,023.44	25.00%	\$505.86	\$0.00	\$505.86
8. Hidalgo County Commissioner Precinct No. 1 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,379.80	25.00%	\$344.95	\$0.00	\$344.95
9. Hidalgo County Commissioner Precinct No. 2 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,379.80	25.00%	\$344.95	\$0.00	\$344.95
10. Hidalgo County Commissioner Precinct No. 3 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,379.80	25.00%	\$344.95	\$0.00	\$344.95
11. Hidalgo County Commissioner Precinct No. 4 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,379.80	25.00%	\$344.95	\$0.00	\$344.95
12. Attend Meetings TxDOT-Pharr (3 Mtgs. @ 2 hrs. / Mtg.) (Inc. Prep Time)	\$ 4,371.02	50.00%	\$2,185.51	\$874.20	\$1,311.31
13. Attend Meetings TxDOT-Austin includes Travel (3 Mtgs. @ 10 hrs. / Mtg.)	\$ 6,777.56	25.00%	\$1,694.39	\$0.00	\$1,694.39
14. Attend Meetings With Senator Hinojosa (3 Mtgs. @ 2 hrs. / Mtg.)	\$ 2,913.72	25.00%	\$728.43	\$0.00	\$728.43
C. Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy	\$ 2,711.90	20.00%	\$542.38	\$0.00	\$542.38
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	50.00%	\$1,977.18	\$0.00	\$1,977.18
2. Meet / Coordinate With TxDOT Austin (1 Mtg @ 10 hrs. / Mtg.)	\$ 4,694.28	0.00%	\$0.00	\$0.00	\$0.00
3. Finalize Pass Thru Agreements	\$ 9,863.90	10.00%	\$986.39	\$0.00	\$986.39
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	10.00%	\$1,204.23	\$0.00	\$1,204.23
2. Modify Monthly Reports for HCRMA Needs	\$ 5,697.02	0.00%	\$0.00	\$0.00	\$0.00
3. Input Monthly Data and Produce Final Reports for May, June, July and August 2012	\$ 5,186.98	10.00%	\$518.70	\$0.00	\$518.70
F. Organize / Develop HCRMA Files By Project (Electronic and Hardcopy) - RMA Will Provide Flor Koll and Temporary Secretaries)	\$ 19,183.08	40.00%	\$7,673.23	\$1,918.31	\$5,754.92
G. Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements	\$ 15,564.04	10.00%	\$1,556.40	\$0.00	\$1,556.40
H. Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others	\$ 20,830.08	20.00%	\$4,166.02	\$1,041.50	\$3,124.52

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 4:

Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number:

Invoice Period:

465201/07XV

05/09/2012 - 05/31/2012

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
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 Mts)	\$ 3,976.32	0.00%	\$0.00	\$0.00	\$0.00
2. San Juan (1 Mtg)	\$ 2,013.60	0.00%	\$0.00	\$0.00	\$0.00
3. Donna (1 Mtg)	\$ 2,013.60	0.00%	\$0.00	\$0.00	\$0.00
4. Weslaco (1 Mtg)	\$ 2,013.60	0.00%	\$0.00	\$0.00	\$0.00
5. City of Mercedes (1 Mtg)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
6. City of Edcouch (0 Mtg)	\$ 3,976.32	0.00%	\$0.00	\$0.00	\$0.00
7. City of McAllen (2 Mts.)	\$ 3,976.32	0.00%	\$0.00	\$0.00	\$0.00
8. City of Mission (2 Mts.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
9. City of Pecos (0 Mtg)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
10. City of Palmview (0 Mtg)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
11. City of La Joya (0 Mtg)	\$ -	0.00%	\$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	25.00%	\$15,008.98	\$3,001.80	\$12,007.18
2. Update Strategic Plan for New T&R No. 1 (Work with First Southwest)	\$ 14,732.00	0.00%	\$0.00	\$0.00	\$0.00
IK. IBTC (3.0 Months)					
1. Modify RFP and Procure Engineering Services (Including Environmental and Low Level Flight)	\$ 20,793.50	0.00%	\$0.00	\$0.00	\$0.00
2. Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (3.0 Months)	\$ 69,241.56	25.00%	\$17,310.39	\$3,462.08	\$13,848.31
3. Oversee IBTC Drainage Studies from 8/1/2012 to 8/31/2012 (1 Month)	\$ 3,954.36	0.00%	\$0.00	\$0.00	\$0.00
4. Oversee Low Level Flight (8/1/2012 to 8/31/2012) (1 Month) (Assisted by Aranda & Associates - Lead)	\$ 9,050.30	0.00%	\$0.00	\$0.00	\$0.00
5. QA/QC Drainage Study (60%) (Next Work Authorization)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
6. QA/QC Low Level Flight (Aranda) (1 Month)	\$ 1,102.80	0.00%	\$0.00	\$0.00	\$0.00
7. Attend Meeting with USIBWC (1) (Combined with TCC)	\$ 1,102.80	100.00%	\$1,102.80	\$551.40	\$551.40
8. Attend Meeting with USACOE (1) (Combined with TCC)	\$ 1,102.80	0.00%	\$0.00	\$0.00	\$0.00
9. Attend Meeting with US Fish and Wildlife (1) (Combined with TCC)	\$ 1,102.80	0.00%	\$0.00	\$0.00	\$0.00
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	20.00%	\$15,229.88	\$3,807.47	\$11,422.41
2. Oversee Drainage Studies Produced By L&G Engineering / S&B Infrastructure	\$ 17,089.64	20.00%	\$3,417.93	\$0.00	\$3,417.93
3. QA/QC Drainage Study (60%)	\$ 9,158.68	0.00%	\$0.00	\$0.00	\$0.00
4. Attend Meeting With USIBWC (1 Mtg. - El Paso)	\$ 4,046.88	50.00%	\$2,023.44	\$0.00	\$2,023.44
5. Attend Meeting With USACOE (1 Mtg. - HST)	\$ 4,046.88	0.00%	\$0.00	\$0.00	\$0.00
6. Attend Meeting With US Fish & Wildlife (1 Mtg. - RGV)	\$ 1,102.80	0.00%	\$0.00	\$0.00	\$0.00
7. Attend Meeting With TxDOT Austin / FHWA (1 Mtg. - Austin)	\$ 6,455.18	10.00%	\$645.52	\$0.00	\$645.52
8. Oversee / Development of 4-Lane Schematic and Update Super Two Schematic / Utilities / Final Design Review TCC at GSA	\$ 103,638.50	15.00%	\$15,545.78	\$5,181.93	\$10,363.85
9. QA/QC Schematic (60%)	\$ 17,520.40	0.00%	\$0.00	\$0.00	\$0.00
10. Prepare Decision Matrix for Environmental Consultant	\$ 14,896.72	10.00%	\$1,489.67	\$0.00	\$1,489.67
11. Oversee Surveyors (DOS Logistics / Quintanilla) (Assisted by Aranda and Associates - Lead)	\$ 36,669.24	20.00%	\$7,333.85	\$0.00	\$7,333.85
12. Hold / Lead Public Involvement Meeting (1 Mtg.) including Prepare Exhibits	\$ 10,033.88	0.00%	\$0.00	\$0.00	\$0.00
13. Prepare Land Plan to Assist Hunt Development / City of McAllen to Evaluate Alternative Thru Hunt Property	\$ -	0.00%	\$0.00	\$0.00	\$0.00
14. Meet with Hunt Development (Mission - 2 Mts) (2 hrs / Mtg) (Inc. Prep Time)	\$ 6,830.16	50.00%	\$3,415.08	\$0.00	\$3,415.08

**MONTHLY PROGRESS PAYMENT INVOICE - DANNENBAUM ENGINEERING CORPORATION
FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 4:

Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/07XV

Invoice Period: 05/09/2012 - 05/31/2012

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
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	10.00%	\$1,258.61	\$0.00	\$1,258.61
2. Oversee Engineer in Development of Route Studies / Schematic / Survey / PS&E Development (4.0 Months)	\$ 11,776.60	20.00%	\$2,355.32	\$0.00	\$2,355.32
3. QA/QC Route Study	\$ 6,389.74	0.00%	\$0.00	\$0.00	\$0.00
4. Meet With City of Pharr Including Development of Exhibits to Analyze US 281 / Road / San Juan Area (2 Mtgs @ 2 hrs / Mtg)	\$ 6,067.40	20.00%	\$1,213.48	\$0.00	\$1,213.48
DIRECT EXPENSES					
Lodging / Hotel (\$100.00 / DAY)	\$ 2,050.00	5.00%	\$102.50	\$102.50	\$0.00
Meals (\$30.00 / DAY)	\$ 660.00	0.00%	\$0.00	\$0.00	\$0.00
Rental Car	\$ 900.00	0.00%	\$0.00	\$0.00	\$0.00
Air Travel	\$ 9,000.00	5.00%	\$450.00	\$450.00	\$0.00
Parking	\$ 84.00	0.00%	\$0.00	\$0.00	\$0.00
Overnight Mail - letter size	\$ 1,150.00	0.00%	\$0.00	\$0.00	\$0.00
Courier Services	\$ 1,250.00	0.00%	\$0.00	\$0.00	\$0.00
Photocopies B/W (8.5 X 11)	\$ 2,320.00	10.00%	\$232.00	\$0.00	\$232.00
Photocopies B/W (11 X 17)	\$ 915.00	0.00%	\$0.00	\$0.00	\$0.00
Photocopies Color (8.5 X 11)	\$ 700.00	0.00%	\$0.00	\$0.00	\$0.00
Photocopies Color (11 X 17)	\$ 625.00	0.00%	\$0.00	\$0.00	\$0.00
Color Graphics on Foam Board	\$ 200.00	0.00%	\$0.00	\$0.00	\$0.00
Newspaper Advertisement	\$ 6,000.00	0.00%	\$0.00	\$0.00	\$0.00
Court Reporter (Public Hearings & Transcription)	\$ 400.00	0.00%	\$0.00	\$0.00	\$0.00
Translator (English to Spanish or Sign Language)	\$ 600.00	0.00%	\$0.00	\$0.00	\$0.00
Public Involvement Facility Rental	\$ 500.00	0.00%	\$0.00	\$0.00	\$0.00
Public Outreach Liaison	\$ 75,000.00	60.00%	\$45,000.00	\$30,000.00	\$15,000.00
Accounting Support Services	\$ 4,000.00	25.00%	\$1,000.00	\$0.00	\$1,000.00
IT / Support Services	\$ 3,200.00	50.00%	\$1,600.00	\$0.00	\$1,600.00
Management Support Services	\$ 32,000.00	25.00%	\$8,000.00	\$0.00	\$8,000.00
Community Action Support	\$ 36,000.00	25.00%	\$9,000.00	\$0.00	\$9,000.00
Totals	\$ 891,814.61		\$ 198,747.93	\$ 51,286.99	\$ 147,460.94

Amount Due This Invoice

\$ 147,460.94

Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) May / 2012[illegible]

1 Copy with Invoice – Hidalgo County Regional Mobility Authority Office

Fax

Date _____

Subprovider Monitoring System for Federally Funded Contracts
 Progress Assessment Report for month of (Mo./Yr.) May / 2012

\$ 5,000,000.00

\$ 0.00

\$ 5,000,000.00

\$ 57,750.00

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

[illegible]

1 Copy with Invoice – Hidalgo County Regional Mobility Authority Office

I hereby certify that the above is a true and correct statement of the amounts paid to the firms listed above.

June 4, 2012

Date _____

0334

Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) May / 2017

Work Authorization Amount:

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

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 a true and correct statement of the amounts paid to the firms listed above.

Fax

Date _____



L&G Engineering

Transportation Consultants

May 25, 2012

Mr. Pilar Rodriguez – Executive Director HCRMA
Attn: Mr. Louis Jones – Program Manager HCRMA
Hidalgo County Regional Mobility Authority
510 South Pleasantview Drive
Weslaco, Texas 78596

Approved:
[Signature]
6/3/12

RE: Work Authorization #1 on SH365/TCC Segment #1 - Invoice #11323133

Dear Mr. Jones,

Attached for your review and approval is our invoice for the services rendered during the month of May 2012 on the subject referenced project.

The following is attached:

- L & G's Invoice #11323133

TASK		% COMPL
TASK #2 – Schematics (4 Lane Facility)	L&G	15%
A 4-Lane Schematic proposing a divided section w/ a grassy median is being developed. Preliminary work has been performed from McColl Rd. to just east of SP115 (see attached exhibit). The remaining limits of the schematic are being re-evaluated and are currently under design.		
TASK #5 – Pavement Design (Entire Project Limits)	L&G	20%
Request for Information (RFI) #1 related to acquiring the necessary information to perform a Final Pavement Design Report was submitted to the HCRMA on 5/17/2012. We have developed a preliminary pavement design based on a FPS run utilizing reasonable assumptions derived from experience and the traffic data received from TxDOT - TP&P(see attached) on 5/2/11. This TP&P traffic data was analyzed based on the previous limits of FM 1016 to FM 3072.		
TASK #8 – Route & Design Studies	L&G	15%
Coordination with TxDOT, Hidalgo County, and the City of Mission has begun to obtain information related to all roadways that cross the proposed SH365/TCC alignment. Information related specifically to the proposed McColl Rd. underpass has been received from Hidalgo County and adjustments to the schematic have been made to accommodate the shift in alignment. Initial contact with HCDD#1 was initiated to gather hydrologic information of all their existing facilities affected by this project to include into the H&H Analysis.		

TASK #9 – Utility Adjustments	L&G	10%
Preliminary information related to all existing utilities that appear to be in conflict with the proposed SH365/TCC project alignment have been identified from an office survey and documented in tabular form (see attached table). The limits of the utility investigation are being modified to reflect the new project limits. The current tables reflect the project limits from FM1016 to Sta: 905+00.00. Preliminary cost estimates have been done and tabulated on the above referenced table as well. Further investigations are underway to determine different options to adjust compensable utilities.		
FC161 - Drainage	L&G	15%
A Hydrologic Map for the revised limits of the project is being developed and coordinated with HCDD#1 to ensure that we are using similar watershed areas (see attached) as HCDD #1. We continue to analyze the watershed areas to determine the runoffs in order to size our cross drainage structures & outfall ditches and to make sure the project maintains a positive outfall.		

Should you have any questions regarding this submittal or would like clarification on any aspect of the project, please do not hesitate to call me at (956) 583-7117.

Sincerely,



Behrooz Badiozzamani, P.E.
Executive VP / Project Manager
L&G Engineering

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

INVOICE#: 11323133
INVOICE DATE: 5/25/2012

BILL TO:

Hidalgo County RMA
 510 S. Pleasantview Drive
 Weslaco, TX 78596

JOB:120301
SH365/TCC - Segment #1
WA#1

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of May 2012.						
Task 1 - Value Eng Participation	20,521.20			0.00	0.0	20,521.20
Task 2 - 2 Schematics	310,479.89		46,571.98	46,571.98	15.0	263,907.91
Task 3 - Public Involment	15,209.14			0.00	0.0	15,209.14
Task 4 - ROW Coordination	21,998.73			0.00	0.0	21,998.73
Task 5 - Pavement Design	29,831.96		5,966.39	5,966.39	20.0	23,865.57
Task 6 - Special Coordination	64,970.12			0.00	0.0	64,970.12
Task 7 - Geo Laboratory/Sub	50,000.00			0.00	0.0	50,000.00
Task 8 - Route & Design Studies	44,871.07		6,730.66	6,730.66	15.0	38,140.41
Task 9 - Utility Adjustment	175,523.69		17,552.37	17,552.37	10.0	157,971.32
Task 10- Field Survey	24,297.10			0.00	0.0	24,297.10
TC 161 - Drainage	232,994.77		34,949.22	34,949.22	15.0	198,045.55
Direct Expenses	8,140.00			0.00	0.0	8,140.00
TOTALS:	998,837.67	0.00	111,770.62	111,770.62	11.2	887,067.05



PROJECT MANAGER'S SIGNATURE

ORIGINAL CONTRACT SUM	\$	998,837.67
CHANGE BY CHANGE ORDER	\$	0.00
CONTRACT SUM TO DATE	\$	998,837.67
TOTAL COMPLETED TO DATE	\$	111,770.62
LESS PREVIOUS INVOICES	\$	0.00
CURRENT PAYMENT DUE	\$	111,770.62



Texas Department of Transportation

TEXAS DEPARTMENT OF TRANSPORTATION

FP S21-1.2

FLEXIBLE PAVEMENT SYSTEM

Release:10-12-2011

PAVEMENT DESIGN TYPE # 5 -- ACP + FLEX BASE + STAB SBGR OVER SUBGRADE

PROB	DIST. - 21	COUNTY-109	CONT.	SECT.	JOB	HIGHWAY	DATE	PAGE
006	Pharr	HILDAGO	3627	1	001	SH 365	11/8/2011	1

COMMENTS ABOUT THIS PROBLEM



Texas Department of Transportation

TEXAS DEPARTMENT OF TRANSPORTATION

FPS21-12

FLEXIBLE PAVEMENT SYSTEM

Release 10-12-2011

From FM 1016 (Conway)
To FM 3372 (Dicke)

Hidalgo County

BASIC DESIGN CRITERIA

LENGTH OF THE ANALYSIS PERIOD (YEARS)	20.0
MINIMUM TIME TO FIRST OVERLAY (YEARS)	15.0
MINIMUM TIME BETWEEN OVERLAYS (YEARS)	8.0
DESIGN CONFIDENCE LEVEL (95.0%)	C
SERVICEABILITY INDEX OF THE INITIAL STRUCTURE	4.5
FINAL SERVICEABILITY INDEX P2	3.0
SERVICEABILITY INDEX P1 AFTER AN OVERLAY	2.5
DISTRICT TEMPERATURE CONSTANT	38.0
SUBGRADE ELASTIC MODULUS BY COUNTY (ksi)	6.0
INTEREST RATE OR TIME VALUE OF MONEY (PERCENT)	6.0

PROGRAM CONTROLS AND CONSTRAINTS

NUMBER OF SUMMARY OUTPUT PAGES DESIRED (3 DESIGNS PAGE)	3
MAX FUNDS AVAILABLE PER SQ.YD. FOR INITIAL DESIGN (DOLLARS)	80.00
MAXIMUM ALLOWED THICKNESS OF INITIAL CONSTRUCTION (INCHES)	50.0
ACCUMULATED MAX DEPTH OF ALL OVERLAYS (INCHES) (EXCLUDING LEVEL UP)	2.0

TRAFFIC DATA

ADT AT BEGINNING OF ANALYSIS PERIOD (VEHICLES/DAY)	14100
ADT AT END OF TWENTY YEARS (VEHICLES/DAY)	19700
ONE-DIRECTION 20YEAR 18 kip ESAL (millions)	10.791
AVERAGE APPROACH SPEED TO THE OVERLAY ZONE (MPH)	60.0
AVERAGE SPEED THROUGH OVERLAY ZONE (OVERLAY DIRECTION) (MPH)	55.0
AVERAGE SPEED THROUGH OVERLAY ZONE (NON-OVERLAY DIRECTION) (MPH)	60.0
PROPORTION OF ADT ARRIVING EACH HOUR OF CONSTRUCTION (PERCENT)	6.0
PERCENT TRUCKS IN ADT	18.9



Texas Department of Transportation

TEXAS DEPARTMENT OF TRANSPORTATION

FP S21-12

FLEXIBLE PAVEMENT SYSTEM

Release 10-12-2011

PAVEMENT DESIGN TYPE # 5 -- ACP - FLEX BASE - STAB SBGR OVER SUBGRADE

PROB	DIST. #	COUNTY	CONT.	SECT.	JOB	HIGHWAY	DATE	PAGE
006	Pharr	HILDAGO	3627	1	001	SH 365	11/8/2011	2

INPUT DATA CONTINUED

CONSTRUCTION AND MAINTENANCE DATA

MINIMUM OVERLAY THICKNESS (INCHES)	1.5
OVERLAY CONSTRUCTION TIME (HOURS/DAY)	22.0
ASPHALTIC CONCRETE COMPACTED DENSITY (TONS C.Y.)	2.65
ASPHALTIC CONCRETE PRODUCTION RATE (TONS/HOUR)	200.0
WIDTH OF EACH LANE (FEET)	12.0
FIRST YEAR COST OF ROUTINE MAINTENANCE (DOLLARS LANE-MILE)	50.00
ANNUAL INCREMENTAL INCREASE IN MAINTENANCE COST (DOLLARS LANE-MILE)	40.00

DETOUR DESIGN FOR OVERLAYS

TRAFFIC MODEL USED DURING OVERLAYING	3
TOTAL NUMBER OF LANES OF THE FACILITY	4
NUMBER OF OPEN LANES IN RESTRICTED ZONE (OVERLAY DIRECTION)	1
NUMBER OF OPEN LANES IN RESTRICTED ZONE (NON-OVERLAY DIRECTION)	2
DISTANCE TRAFFIC IS SLOWED (OVERLAY DIRECTION) (MILES)	0.50
DISTANCE TRAFFIC IS SLOWED (NON-OVERLAY DIRECTION) (MILES)	0.00
DETOUR DISTANCE AROUND THE OVERLAY ZONE (MILES)	0.00

PAVING MATERIALS INFORMATION

LAYER CODE	MATERIALS NAME	COST PER CY	E MODULUS	POISSON RATIO	MIN. DEPTH	MAX. DEPTH	SALVAGE PCT.
1	A ASPH CONC PVMT	100.00	500000.	0.35	3.00	9.00	90.00
2	B FLEXIBLE BASE	14.00	45000.	0.30	3.00	24.00	85.00
3	C STABILIZED SUBGR	6.00	35000.	0.35	12.00	12.00	90.00
4	D SUBGRADE (20C)	2.00	6000.	0.40	30.70	30.70	90.00



Texas Department of Transportation

TEXAS DEPARTMENT OF TRANSPORTATION

FPS21-12

FLEXIBLE PAVEMENT SYSTEM

Release 10-12-2011

PAVEMENT DESIGN TYPE # 5 -- ACP - FLEX BASE - STAB SBGR OVER SUBGRADE

PROJ	DIST. 31	COUNTY-109	CONT.	SECT.	JOB	HIGHWAY	DATE	PAGE
006	Pharr	HILDAGO	3627	1	001	SH 365	11/8/2011	3

C. LEVEL C

SUMMARY OF THE BEST DESIGN STRATEGIES IN ORDER OF INCREASING TOTAL COST

	1	2	3	4
MATERIAL ARRANGEMENT	ABC	ABC	ABC	ABC
INIT. CONST. COST	31.78	32.78	33.49	34.37
OVERLAY CONST. COST	0.00	0.00	0.00	0.00
USER COST	0.00	0.00	0.00	0.00
ROUTINE MAINT. COST	0.68	0.68	0.68	0.68
SAVING VALUE	-8.78	-9.06	-9.28	-9.43
TOTAL COST	23.56	24.38	24.89	25.23
NUMBER OF LAYERS	3	3	3	3
LAYER DEPTH (INCHES)				
D111	7.50	8.00	8.50	9.00
D12	23.00	22.00	20.00	18.00
D131	12.00	12.00	12.00	12.00
NO. OF PERF. PERIODS	1	1	1	1
PERF. TIME (YEARS)				
T101	20.	21.	21.	20.
OVERLAY POLICY (INCH)				
(INCLUDING LEVEL-UP)				

THE TOTAL NUMBER OF FEASIBLE DESIGNS CONSIDERED WAS

17

**SH 365/TCC
Appendix C**

Major Utility Facilities

Utility	Type	Crossing or Parallel?	Describe potential conflict
AEP	Electric	Crossing & Parallel	Possible conflict with proposed pavement, culverts or ditches
AEP Transmission	Transmission	Crossing & Parallel	Possible conflict with proposed pavement
AT&T	Telephone	Crossing & Parallel	Possible conflict with proposed pavement
Mission Pipeline	Gas	Crossing & Parallel	Possible conflict with proposed pavement
Texas Gas Service	Gas	Crossing & Parallel	Possible conflict with proposed pavement
Enterprise Products	Gas	Crossing & Parallel	Possible conflict with proposed pavement
Sharyland Utilities	Transmission	Crossing & Parallel	Possible conflict with proposed pavement
Sharyland Water Supply Corporation	Water	Crossing & Parallel	Possible conflict with proposed pavement
City of McAllen	Water & Sewer	Crossing & Parallel	Possible conflict with proposed pavement
CapRock	U/G Fiber Cable	Crossing & Parallel	Possible conflict with proposed pavement
DCP Midstream	Gas	Crossing & Parallel	Possible conflict with proposed pavement
STEC	Transmission	Crossing & Parallel	Possible conflict with proposed pavement
SPL	Gas	Crossing & Parallel	Possible conflict with proposed pavement
Texas Eastern	Gas	Crossing & Parallel	Possible conflict with proposed pavement
City of Mission	Water & Sewer	Crossing & Parallel	Possible conflict with proposed pavement
MVEC	Electric	Crossing & Parallel	Possible conflict with proposed pavement
City of Pharr	Water & Sewer	Crossing & Parallel	Possible conflict with proposed pavement
City of McAllen	U/G Fiber Cable	Crossing & Parallel	Possible conflict with proposed pavement, culverts or ditches

Hidalgo County Regional Mobility Authority Travel Expense Report

Note: Form must be typed

NAME: Pilar Rodriguez

ID#: _____

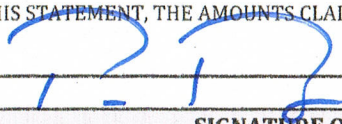
Period
Beginning: 05/23/12
Period
Ending 05/24/12

Page 1

			ODOMETER					AIRLINE	Meal PER	TOTAL
DATE	TRAVEL DESCRIPTION	PROJECT CODE	Before	After	MILES @ .55 cents	TAXI	HOTEL	HOTEL TAX/ OTHER	DIEM	
05/24/12	From HCRMA Office (Weslaco) to Austin and back for Meeting with Phil Wilson	330907	61,316.1	61,943.0	\$347.93			\$8.00	\$71.00	\$426.93
		330907								\$0.00
		330907								\$0.00
		330907								
		330907								
		330907								
		330907								
		330907								
		330907								
		330907								
Sub-Totals										
									TOTAL	\$426.93

Depart : Trip #1		Return: Trip #1		Depart : Trip #1		Return: Trip #1	
Date	Time	Date	Time	Date	Time	Date	Time
5/23/12	10:30 AM	5/24/12	2:00 AM				

I CERTIFY THAT THIS STATEMENT, THE AMOUNTS CLAIMED AND THE ATTACHMENTS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE BELIEF.

5/29/12			
DATE	SIGNATURE OF TRAVELER	DATE	APPROVED BY DEPARTMENT HEAD

LODGING COMPUTATIONS

Pilar Rodriguez

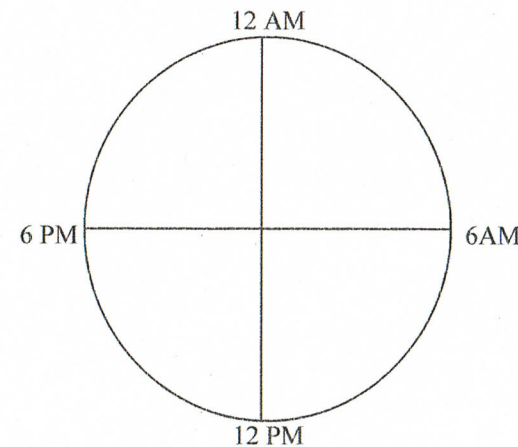
IN-STATE			OUT-OF-STATE		
		Reimbursable Lodging Rate (not to exceed \$85 per day)			Reimbursable Lodging Rate (based on out-of state federal computations)
Date of Lodging	Actual Lodging Rate		Date of Lodging	Actual Lodging Rate	
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
TOTAL LODGING RATE (EXCL. TAXES)	_____	_____	TOTAL LODGING RATE (EXCL. TAXES)	_____	_____
\$			LODGING TAXES	_____	_____

IN-STATE MEALS PER DIEM

DATE	# OF QUARTERS				
5/23/12	3				
5/24/12	1				
_____	_____				
_____	_____				
TOTAL QUARTERS		4	X	17.75	= \$71.00
		QUARTERS			PER DIEM

OUT-OF-STATE MEALS PER DIEM

DATE	# OF QUARTERS				
_____	_____				
_____	_____				
_____	_____				
_____	_____				
TOTAL QUARTERS		X	\$	=	\$
		QUARTERS			PER DIEM



DATE	# OF QUARTERS
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

\$ = Allowable Rate to be computed by use of the
 "Out-of-State Meal and Lodging Rates for Current Fiscal Year."
 from the Texas Comptroller of Public Accounts.

77-944

First Impressions
VALET
(512) 263-8885

Pilar
Rodriguez

valet parking

\$ 8.00

Austin TX

5/23/12

77-944

LOC.: Lot 1
COLOR: blue
MAKE: GMC
LIC. #: _____

IF FOUND PLEASE CALL (512) 263-8885



I hereby certify that the attached invoice is true and correct, and that all services indicated have been provided.

S & B INFRASTRUCTURE, LTD.

A handwritten signature in black ink that reads "Phillip J. Pawelek". The signature is written in a cursive style with a large, prominent "P" and "J".

Phillip J. Pawelek, P. E.
Project Manager

IN ACCORDANCE WITH OUR CONTRACT,
PLEASE REMIT: **\$59,891.25**

S & B INFRASTRUCTURE, LTD.
P. O. Box 201013
Houston, Texas 77216-1013

Payment Due: June 8, 2012

PROJECT: US 83 Expressway Connection to FM 495
 CLIENT: HCRMA
 CONTRACT: CSJ:
 COUNTY: Hidalgo County
 S & B JOB NO.: U1545

BILL THRU: 4/30/2012
 WORK AUTHORIZATION # 9

FUNCTION CODE	DESCRIPTION from Exhibit "B"	FIRM	PERCENT COMPLETE	ESTIMATED FEE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
APD	LABOR						
110	ROUTE AND DESIGN STUDIES						
	Design Concept Conference (Meeting & Preparation)	S&B	100%	\$6,788.98	\$6,788.98	\$6,788.98	\$0.00
	2-Schematic Preparation	S&B		\$0.00	\$0.00	\$0.00	\$0.00
	a-Horiz. Alignments, Layouts	S&B	100%	\$65,654.45	\$65,654.45	\$59,069.01	\$6,585.44
	b-Vert. Alignments	S&B	100%	\$71,941.11	\$71,941.11	\$64,747.00	\$7,194.11
	c-Revise Typical Sections	S&B	100%	\$6,003.36	\$6,003.36	\$5,403.02	\$600.34
	d-Access Control Issues and ROW Determination	S&B		\$0.00	\$0.00	\$0.00	\$0.00
	e-Intersection Layouts	S&B	100%	\$44,464.54	\$44,464.54	\$33,348.41	\$11,116.13
	3-Design cross-sections at 500 ft intervals/earth work quantities/check slope selection including plotting	S&B	100%	\$45,245.74	\$45,245.74	\$33,934.31	\$11,311.43
	4-Review Submittals (60 & 90)	S&B	100%	\$9,512.74	\$9,512.74	\$8,561.47	\$951.27
	5- Final Schematic	S&B	100%	\$16,238.31	\$16,238.31	\$0.00	\$16,238.31
	6- Engineering Summary / Schematic Development (for EA)	S&B	100%	\$4,733.46	\$4,733.46	\$4,260.11	\$473.35
	Sub Total (F.C. 110) Labor			\$270,582.69	\$270,582.69	\$216,132.31	\$54,450.38
164	GENERAL COORDINATION						
	Project Management	S&B	100%	\$9,065.76	\$9,065.76	\$6,799.32	\$2,266.44
	QC/QA REVIEW	S&B		\$0.00	\$0.00	\$0.00	\$0.00
	2 Secretarial/Admin (4hrs/wk X 12 wks)	S&B	100%	\$2,565.11	\$2,565.11	\$1,923.83	\$641.28
	Sub Total (F.C. 164) Labor			\$11,630.87	\$11,630.87	\$8,723.15	\$2,907.72
	Total (F.C. 110-170) Labor			\$282,213.56	\$282,213.56	\$224,855.46	\$57,358.10
	NON LABOR						
	Travel						
	Design Concept Conference:						
	Mileage @ \$.51/mile (District Office -10 miles)	S & B (nl)		\$10.20			
	Progress Meetings (4)						
	Mileage @ \$.51/mile (Weslaco Office-10 miles)	S & B (nl)		\$81.60			
	Mileage @ \$.35/mile (miscellaneous site miles)	S & B (nl)		\$40.80			
	Miscellaneous						
	Plotting Schematics 60, 90, 100 (7 copies)			\$10,000.00			
	Sub Total (F.C. 164) Non-Labor	S & B (nl)	100%	\$10,132.60	\$10,132.60	\$7,599.45	\$2,533.15
	PROJECT TOTAL			\$292,346.16	\$292,346.16	\$232,454.91	\$59,891.25

LOAN: 1286007585
AS OF: 6/08/12

* L O A N P A Y M E N T *

PRINCIPAL BALANCE:	12,797,620.98	INTEREST PAID YTD:	211,560.18
CURRENT RATE:	3.5000%	DATE OF LAST PAYMENT:	5/03/12
INTEREST THRU: 7/01/12	72,402.98	LAST PAYMENT AMOUNT:	148,347.02
ONE DAY'S INTEREST:	1,227.16	AMOUNT PAST DUE:	0.00
DATE PAYMENT DUE:	7/01/12		
PRINCIPAL DUE:	75,944.04		
INTEREST DUE:	72,402.98		
ESCROW DUE:	0.00		
LATE CHARGES DUE:	0.00		
CURRENT PAYMENT DUE:	148,347.02		
AMOUNT PAST DUE:	0.00		

TOTAL AMOUNT DUE: * 148,347.02 *

ADD ADDITIONAL LATE CHARGE OF: 850.00

IF NO PAYMENT RECEIVED BY: 7/11/12

"IMPORTANT NOTICE: From Mon-Fri, between the hours of 8am to 2:30pm, payments and pay-off funds will be accepted at any FNB Branch location and credited to your account the same day as received. Transactions accepted outside these time frames will not be applied to your account until the next business day and could result in the assessment of additional interest, a late charge, and/or derogatory credit bureau reporting."

* * PLEASE RETURN THIS PORTION WITH YOUR PAYMENT * *

L O A N P A Y M E N T N O T I C E

PRINCIPAL DUE:	75,944.04
INTEREST DUE:	72,402.98
ESCROW DUE:	0.00
LATE CHARGES DUE:	0.00
CURRENT PAYMENT DUE:	148,347.02
AMOUNT PAST DUE:	0.00
TOTAL AMOUNT DUE:	148,347.02
ADDITIONAL PRINCIPAL:	_____
ADDITIONAL PAYMENT:	_____
AMOUNT ENCLOSED:	_____

DATE PAYMENT DUE: 7/01/12

LOAN NUMBER: 1286007585
REGULAR PAYMENT T/C: 25

(956) 380-8500
FIRST NATIONAL BANK
PO BOX 810
EDINBURG TEXAS 78540-0810

Item 2C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

 X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

 2C
 6/12/12
 6/20/12

1. Agenda Item: **APPROVAL OF THE FINANCIAL REPORT FOR THE MONTH OF APRIL 2012**
2. Nature of Request: (Brief Overview) Attachments: **X** Yes No
Consideration and approval of financial report for the month of April 2012.
3. Policy Implication: Board Policy, Local Government Code
4. Budgeted: Yes **X** No N/A
Funding Source:
5. Staff Recommendation: **Motion to approve the Financial Report for the Month of April 2012 as presented.**
6. Program Manager's Recommendation: Approved Disapproved **X** None
7. Planning Committee's Recommendation: Approved Disapproved **X** None
8. Board Attorney's Recommendation: Approved Disapproved **X** None
9. Executive Director's Recommendation: **X** Approved Disapproved None



ACCOUNTANT'S COMPILATION REPORT

To the Board of Directors
Hidalgo County Regional Mobility Authority
Weslaco, TX

We have compiled the accompanying Statement of Net Assets of Hidalgo County Regional Mobility Authority (a governmental authority) and the related Statement of Activities (accrual basis) and the Statement of Revenues, Expenditures and Changes in Fund Balances (modified accrual basis) as of and for the four months ended April 30, 2012. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Authority's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Also, management has not presented the statement of cash flows, management's discussion and analysis information or the budgetary comparison supplementary information that the Governmental Accounting Standards Board has determined is required to supplement, although not required to be a part of, the basic financial statements.

We are not independent with respect to Hidalgo County Regional Mobility Authority.

Salinas, Allen & Schmitt, LLP

Salinas, Allen & Schmitt, L.L.P.

May 10, 2012

...providing support and solutions to problems

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY
STATEMENT OF NET ASSETS
APRIL 30, 2012**

ASSETS

Cash - Unrestricted	\$ 256,561.18
Cash - Restricted	6,498,656.19
Office Equipment, net	2,468.64
Accounts Receivable - VR Fees	452,350.00
Debt Issuance Cost	131,158.12
Capital Assets Not Being Depreciated	<u>26,450,846.27</u>
TOTAL ASSETS	<u>\$ 33,792,040.40</u>

LIABILITIES AND NET ASSETS

LIABILITIES

Due to LRGVDC	\$ 1,027.86
Accrued Interest	86,155.78
Note Payable - Hidalgo County	200,000.00
Note Payable - First National Bank	<u>12,797,620.98</u>
Total Liabilities	<u>13,084,804.62</u>

NET ASSETS

Investment in Capital Assets, Net of Related Debt	13,786,852.05
Restricted for:	
Debt Service	152,763.00
Loop Project	6,688,792.07
Unrestricted	<u>78,828.66</u>
Total Net Assets	<u>20,707,235.78</u>

TOTAL LIABILITIES AND NET ASSETS	<u>\$ 33,792,040.40</u>
---	--------------------------------

See accountant's compilation report.

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
STATEMENT OF ACTIVITIES
FOUR MONTHS ENDED APRIL 30, 2012

	Function/Program		
	Administration	Capital Projects	Total Combined
EXPENSES:			
Loop Project:			
MPO Wages & Benefits	\$ 126.75	\$ -	\$ 126.75
Meals & Entertainment	4.10	-	4.10
Travel	48.57	-	48.57
Printing & Publications	0.53	-	0.53
Accounting Fees	74.50	-	74.50
Legal & Professional	212.61	-	212.61
Office Supplies	6.65	-	6.65
Telephone	3.58	-	3.58
Total Expenses	477.29	-	477.29
PROGRAM REVENUES:			
Operating Grants:			
Local Contributions	-	55,697.20	55,697.20
Vehicle Registration Fees	-	2,022,800.00	2,022,800.00
CHANGE IN NET ASSETS	(477.29)	2,078,497.20	2,078,019.91
Net Assets, January 1, 2012	40,605.30	18,596,524.69	18,637,129.99
NET ASSETS, APRIL 30, 2012	<u>\$ 40,128.01</u>	<u>\$ 20,675,021.89</u>	<u>\$ 20,715,149.90</u>

See accountant's compilation report.

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES
(MODIFIED ACCRUAL)
AS OF APRIL 30, 2012**

	<u>General Operating Fund</u>	<u>Loop Project Fund</u>	<u>Capital Projects Vehicle Registration Fund</u>	<u>Debt Service Fund</u>	<u>Total Combined</u>
REVENUES:					
Local Contributions	\$ 0.00	\$ 55,697.20	\$ 0.00	\$ 0.00	\$ 55,697.20
Vehicle Registration Fees	<u>0.00</u>	<u>0.00</u>	<u>2,022,800.00</u>	<u>0.00</u>	<u>2,022,800.00</u>
Total Revenues	<u>0.00</u>	<u>55,697.20</u>	<u>2,022,800.00</u>	<u>0.00</u>	<u>2,078,497.20</u>
EXPENDITURES:					
Administrative	18,608.50	15,385.00	0.00	0.00	33,993.50
Accounting Fees	7,450.00	0.00	0.00	0.00	7,450.00
Consulting & Engineering	0.00	521,624.67	0.00	0.00	521,624.67
Interest Expense	0.00	5,666.68	0.00	151,493.81	157,160.49
Legal & Professional	21,261.00	96,480.01	0.00	0.00	117,741.01
Meals & Entertainment	<u>410.21</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>410.21</u>
Total Expenditures	<u>47,729.71</u>	<u>639,156.36</u>	<u>0.00</u>	<u>151,493.81</u>	<u>838,379.88</u>
NET REVENUES	<u>(47,729.71)</u>	<u>(583,459.16)</u>	<u>2,022,800.00</u>	<u>(151,493.81)</u>	<u>1,240,117.32</u>
OTHER FINANCING SOURCES (USES)					
Transfers In (Out)	<u>0.00</u>	<u>0.00</u>	<u>(593,388.08)</u>	<u>593,388.08</u>	<u>0.00</u>
Total Other Financing Sources (Uses)	<u>0.00</u>	<u>0.00</u>	<u>(593,388.08)</u>	<u>593,388.08</u>	<u>0.00</u>
NET CHANGE IN FUND BALANCE	<u>\$ (47,729.71)</u>	<u>\$ (583,459.16)</u>	<u>\$ 1,429,411.92</u>	<u>\$ 441,894.27</u>	<u>\$ 1,240,117.32</u>

See accountant's compilation report.

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES
FOR THE ONE MONTH ENDED APRIL 30, 2012**

	<u>General Operating Fund</u>	<u>Capital Projects Loop Project Fund</u>	<u>Vehicle Registration Fund</u>	<u>Debt Service Fund</u>	<u>Total Combined</u>
REVENUES:					
Vehicle Registration Fees	\$ 0.00	\$ 0.00	\$1,000,860.00	\$ 0.00	\$1,000,860.00
Total Revenues	0.00	0.00	1,000,860.00	0.00	1,000,860.00
EXPENDITURES:					
Administrative	9,301.74	0.00	0.00	0.00	9,301.74
Accounting Fees	3,562.50	0.00	0.00	0.00	3,562.50
Consulting & Engineering	0.00	81,955.77	0.00	0.00	81,955.77
Interest Expense	0.00	1,416.67	0.00	44,635.94	46,052.61
Legal & Professional	6,013.50	13,673.61	0.00	0.00	19,687.11
Meals & Entertainment	410.21	0.00	0.00	0.00	410.21
Total Expenditures	19,287.95	97,046.05	0.00	44,635.94	160,969.94
NET REVENUES	(19,287.95)	(97,046.05)	1,000,860.00	(44,635.94)	839,890.06
OTHER FINANCING SOURCES (USES)					
Transfers In (Out)	0.00	0.00	(148,347.02)	148,347.02	0.00
Total Other Financing Sources (Uses)	0.00	0.00	(148,347.02)	148,347.02	0.00
NET CHANGE IN FUND BALANCE	(19,287.95)	(97,046.05)	852,512.98	103,711.08	839,890.06
BEGINNING FUND BALANCE	0.00	0.00	0.00	0.00	0.00
ENDING FUND BALANCE	<u>\$ (19,287.95)</u>	<u>\$ (97,046.05)</u>	<u>\$ 852,512.98</u>	<u>\$ 103,711.08</u>	<u>\$ 839,890.06</u>

See accountant's compilation report

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Item 2D

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2D </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 6/12/12 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 6/20/12 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF LEASE AGREEMENT WITH CITY OF PHARR FOR TEMPORARY ADMINISTRATIVE OFFICES**

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

Consideration and approval of lease agreement with the City of Pharr to provide temporary administrative offices at City Hall, which is located at 118 South Cage Boulevard, Pharr.

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

4. Budgeted: Yes X No N/A

Funding Source: General Fund

Proposed Monthly Lease Amount \$1,000.00

Office Area 631 square feet

Public Meeting Area 1,411 square feet

5. Staff Recommendation: **Motion to approve Lease Agreement with the City of Pharr for Administrative Offices at a rate of \$1,000.00 per month.**

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

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

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

9. Executive Director's Recommendation: X Approved Disapproved None



Memorandum

To: Dennis Burleson, Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: June 12, 2012
Re: **Lease Agreement with the City of Pharr for Temporary Administrative Offices**

Attached is a lease agreement with the City of Pharr for temporary administrative offices located at 118 South Cage Boulevard.

On August 22, 2011, the Board of Directors approved a lease agreement with the Pharr Economic Development Corporation II for lease of a building located at 100 South Austin Street in Pharr. Subsequent review of the site by staff found that the facility lacked the necessary technology infrastructure to facilitate HCRMA operations. Additionally, access to a fiber optic network, which would become necessary for future operations, was unavailable.

Staff has met with the Pharr City Manager to discuss other sites that may meet HCRMA needs and that may be available for use. The City Manager has proposed three sites as a long term solutions for the HCRMA. The first site is located adjacent to the Pharr Event Center, the second is the Pharr Chamber of Commerce Building and the other site is located at 5419 North Cage Boulevard. The City of Pharr is currently is in negotiations for acquisition of 5419 North Cage.

In the interim, the City of Pharr is proposing temporary use of offices located at 118 South Cage Boulevard (City Hall). The lease area consists of 631 square feet of office space (3 offices) and 1,411 square feet of public meeting (City Commission Chamber) area. The lease price includes all utilities, facility maintenance and janitorial services. The term would be month to month at a rate of \$1,000 per month (\$0.49 per square foot).

Additionally, on June 11, 2012, the **Planning Committee** met and **recommended approval** of this item as proposed.

Based on review by this office, approval of the lease agreement with the **City of Pharr** in the amount of **\$1,000 per month** is recommended.

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

LEASE AGREEMENT

STATE OF TEXAS

§

§

COUNTY OF HIDALGO

§

THIS LEASE is made and effective this **8th day of June 2012**, by and between **The City of Pharr** hereinafter called “LESSOR” and **Hidalgo County Regional Mobility Authority** hereinafter called “LESSEE.”

WITNESSETH

In consideration of this writing and the terms and provisions herein contained, the parties hereto agree among themselves as follows:

1. LESSOR does hereby lease unto LESSEE and LESSEE does hereby take from LESSOR the premises located at and described as follows:

Pharr City Hall
118 South Cage Boulevard
Pharr, TX 78577

Office space- approximately 631 SF (Suites 402, 403 & 404)
Board room – approximately 1,411 SF (City Commission Chambers)

Hereinafter referred to as the “Leased Premises”.

2. Should the LESSEE at any time fail to pay said rent within ten (10) days after the time herein stipulated, or if default be made in any other provision, that LESSOR may, at its option and upon thirty (30) days’ written notice to LESSEE, terminate the lease agreement.

LESSOR may enter premises at any reasonable hour for the purpose of examining the same or making such repairs or alterations as LESSOR may see fit.

I.

LEASE AND TERMS

1.01 Term. The term of this Lease shall be for a period beginning on the 8th day of June 2012 and continuing on a month to month basis during which time the rent shall be a total of one thousand dollars (\$1,000.00) per month for office space and for public meeting space. Rent is due each month on or before 15st day of the month.

1.02 Rent Due Date. Should the LESSEE at any time fail to pay Rent within ten (10) days from the due date as described in Section 1.01, or if default be made in any other provision, the LESSOR may, at its option and upon thirty (30) days' written notice, terminate this Lease Agreement. Further, the LESSOR and LESSEE have the option to terminate this lease at any time by providing thirty (30) days' notice.

1.03 Subleasing. The Leased Premises shall not be sublet by LESSEE to any person or entity without written approval of LESSOR, such approval not to be unreasonably withheld.

1.04 Notice. Any and all notice required under this Lease shall be sent Certified Mail to the LESSOR or the LESSEE, as shown below:

AS TO LESSOR:

City of Pharr
Fred Sandoval, City Manager
118 South Cage
Pharr, Texas 78577

AS TO LESSEE:

Hidalgo County Regional Mobility Authority
Pilar Rodriguez, Executive Director
118 South Cage
Pharr, Texas 78577

1.06 The cost of all water, gas, electricity other utilities and janitorial services is included in the rental rate described in section 1.01. The rental rate noted in Section 1.01 for public meeting space includes any consumables normally utilized in conducting public meetings.

1.07 Use. LESSEE shall not use said premises for any purpose other than for an office and public meetings, and LESSEE agrees to comply with the laws, statutes and ordinances of the City and State where located.

1.08 Early Termination. LESSOR and LESSEE reserve the right to terminate this Lease after providing thirty (30) days' notice to cancel same.

II. PREMISES

2.01 **Acceptance of Leased Premises.** LESSEE acknowledges that it has fully inspected the Leased Premises and accepts the Leased Premises in its condition as of the execution of this Lease as suitable for the purposes for which it is leased. LESSEE acknowledges that, except as stated in the following sentence or as otherwise set forth in this Lease, neither LESSOR nor any agent of LESSOR has made any representations as to the condition of the Leased Premises or the suitability of the Leased Premises for LESSEE's intended use. LESSOR represents that on the commencement Date, the plumbing, electrical system and exterior doors, and any fire protection sprinkler system, heating system, air conditioning equipment, elevator, roof repairs and repairs existing on the date of this Lease, are or will be in good operating condition.

2.02 **Condition upon Termination.** Upon the termination of this Lease, LESSEE shall surrender the Leased Premises to LESSOR, in the same condition as received except for ordinary wear and tear.

2.03 Alterations or repairs desired by LESSEE to interior of said Leased Premises are to be made at LESSEE's expense and with permission of the LESSOR, such permission not to be unreasonably withheld. It is agreed that any signs, trade, fixtures, office furniture, fixtures and equipment installed by LESSEE, may be removed by LESSEE at the termination of this Lease . However, if damage occurs to the Leased Premises in removing any such sign, trade fixtures, office furniture, fixtures and equipment, LESSEE will be responsible for the cost of repairing such damage. If, at the LESSOR's reasonable discretion, it is determined that the removal of an item will cause severe damage to the Leased Premises, the item will not be removed.

2.04 Should LESSOR agree to terms for the sale of the Leased Premises, LESSEE should vacate the premises upon thirty (30) days with written notice.

III. DAMAGE TO LEASED PREMISES

3.01 **Notice.** If this Leased Premises should be damaged or destroyed by fire, tornado or other casualty, LESSEE agrees to notify LESSOR by written notice of such damage within ten (10) days of the damage occurring.

3.02 **Partial Damage.** If the Leased Premises should be damaged by fire, tornado or other casualty but not to such an extent that rebuilding or repairs cannot reasonably be completed within sixty (60) days from the date of receipt of written notice of the damage, this Lease shall not

terminate, but LESSOR shall, at its sole cost and risk, proceed forthwith and use reasonable diligence to rebuild or repair the Leased Premises to substantially the condition of the Leased Premises prior to such damage. If the Leased Premises is unusable by the LESSOR during the period of repair, the Rent shall be adjusted equitably.

3.03 **Substantial or Total Destruction.** If the Leased Premises is substantially or totally destroyed by fire, tornado or other casualty, or so damaged that rebuilding or repairs cannot reasonably be completed within sixty (60) days from the date LESSOR receives written notification by LESSEE of the happening of the damage, this Lease shall terminate at the option of LESSOR and rent shall be abated for the unexpired portion of this Lease, effective from the date of receipt by LESSOR of such written notification. If this Lease is not terminated, the Leased Premises building and the improvements shall be rebuilt or repaired and rent abated to the extent provided under Section 3.02.

IV.

DEFAULT AND REMEDIES

5.01 **Default by LESSEE.** The following events shall be deemed to be events of default under this Lease:

- (a) Failure of LESSEE to pay any installment of the rent or other sum payable to LESSOR hereunder on the date that same is due and such failure shall continue for a period of ten (10) days from such due date;
- (b) Failure of LESSEE to comply with any term, condition or covenant of this Lease, other than the payment of rent or other sum of money, and the continued failure to cure such deficiency within thirty (30) days after written notice thereof;
- (c) LESSEE or any guarantor of LESSEE's obligations hereunder shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts, or shall make a general assignment for the benefit of creditors;
- (d) LESSEE or any guarantor of LESSEE's obligations hereunder shall commence any case, proceeding or other action seeking recognition arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other

similar official for it or for all or any substantial part of its property;

- (e) Any case, proceeding or other action against LESSEE or any guarantor of LESSEE's obligation hereunder shall be commenced seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any Law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and LESSEE (i) fails to obtain a dismissal of such case, proceeding, or other action within sixty (60) days of its commencement or (ii) is the subject of an Order of Relief which is not fully stayed within seven business days after the entry thereof, or
- (f) Abandonment by LESSEE of any substantial portion of the Leased Premises or cessation of the use of the Leased Premises for the purpose leased; and/or
- (g) LESSEE allows a mechanic's lien to be placed on the Leased Premises;

5.02 Remedies. Upon the occurrence of any of the events of default listed in Section V, LESSOR shall, as its exclusive remedies, have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- (j) Terminate this Lease, in which event LESSEE shall immediately surrender the Leased Premises to LESSOR. If LESSEE fails to so surrender such Leased Premises, LESSOR may, without prejudice to any other remedy which it may have for possession of the Leased Premises or arrearage in Rent, enter upon and take possession of the Leased Premises and expel or remove LESSEE and any other person who may be occupying such premises or any part thereof, by force if necessary.
- (k) End LESSEE's right of occupancy by giving thirty (30) days' written notice to vacate.

5.03 DEFAULT BY LESSOR. LESSEE shall give written notice of any failure by LESSOR to perform any of its obligations under this Lease to LESSOR. LESSOR shall not be in default under this Lease unless LESSOR fails to cure such non-performances within thirty (30) days after receipt of LESSEE's notice. However, if such non-performance reasonably requires more than thirty (30) days to cure, LESSOR shall not be in default if such cure is commenced within such thirty (30) day period and thereafter diligently pursued to completion.

5.04 **Waiver.** LESSOR's or LESSEE's waiving breach of this Lease by the other party does not constitute a waiver of any other breach.

V.

INSURANCE

7.01 Casualty Insurance. During the Lease Term, LESSEE shall maintain insurance covering loss of or damage to the Leased Premises, in the amount of at least \$500,000.00 per occurrence. Such policies shall provide protection against all perils included within the classification of the extended coverage and any other perils which LESSEE and LESSOR deem necessary. LESSEE shall also obtain insurance coverage for LESSEE's inventory, fixtures, equipment or building improvements installed by LESSEE in or on the Leased Premises. LESSEE shall not do or permit to be done anything which invalidates any such insurance policies. Any casualty insurance which may be carried by LESSOR or LESSEE shall be for the sole benefit of the party carrying such insurance and under its sole control.

7.02 Liability Insurance. During the Lease Term, LESSEE shall maintain a policy of comprehensive public liability insurance, at LESSEE's expense, insuring LESSOR against liability arising out of the ownership, use, occupancy or maintenance of the Leased Premises, in the amount of \$1,000,000.00. Such policy shall contain a provision which prohibits cancellation or modification of the policy except upon thirty (30) days prior written notice to LESSOR, LESSEE may discharge its obligations under this Section by naming LESSOR as an additional insured under a policy of comprehensive liability insurance maintained by LESSOR and containing the coverage and provisions described in this Section. LESSEE shall deliver a copy of such policy or certificate (or a renewal thereof) to LESSOR prior to the Commencement Date and prior to the expiration of any such policy during the Lease Term. If LESSEE fails to maintain such policy, LESSOR may elect to maintain such insurance at LESSEE's expense. LESSEE shall, at LESSEE's expense, maintain such other liability insurance as LESSEE deems necessary to protect LESSEE. If the LESSEE's insurance lapses for any reason, LESSEE is solely liable for any damages and/or injuries resulting from the ownership, use, occupancy or maintenance of property and the LESSEE shall indemnify and hold harmless the LESSOR for any expenses including but not limited to damages, attorney's fees, court costs incurred by LESSOR as a result of LESSEE's lack of liability insurance. LESSEE must furnish LESSOR with certificate of all insurance required by this article.

7.03 Indemnity. LESSOR shall not be liable to LESSEE or to its employees, agents or visitors, or to any other person whomsoever, for any injury to persons or damages to property on or about the Leased Premises or the adjacent area owned by LESSOR caused solely by the negligence or misconduct of LESSEE, its employees, licensees or concessionaires or any other person entering the Leased Premises under express or implied invitation of LESSEE, its employees, licensees or concessionaires or arising solely out of the use of the Leased Premises by LESSEE its employees,

licenses or concessionaires and the conduct of its business therein, or arising solely out of any breach or default by LESSEE in the performance of its obligations hereunder. LESSEE hereby agrees to indemnify LESSOR and hold it harmless from any loss, expense or claims arising out of such damage or injury but only as permitted by law. LESSEE shall not be liable for any injury or damages caused in whole or in part by the negligence or misconduct of LESSOR, or its employees or agents, and LESSOR agrees to indemnify LESSEE and hold it harmless from any loss, expense or damage arising out of such damage or injury, to the extent provided by law.

VI.

MISCELLANEOUS

8.01 Force Majeure. In the event performance by either Party hereto of any term, condition or covenant in this Lease is delayed or prevented by any act of God, strike, lockout, shortage of material or labor, restriction by any governmental authority, civil riot, flood, or any other cause not within the control of such Party, the period for performance of such term, condition or covenant shall be extended for a period equal to the period such Party is so delayed or hindered.

8.02 Interpretation. The captions of the Articles or Sections of this Lease are to assist the Parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. For convenience, each Party hereto is referred to in the neuter gender; but the masculine, feminine and neuter genders shall each include the other. In any provisions relating to the conduct, acts or omissions of a party, the term “LESSEE” or “LESSOR”, as the case may be, shall include such Party’s agents, employees, contractors, invites, successors or others using the Leased Premises with such Party’s expressed or implied permission.

8.03 Waivers. All waivers must be in writing and signed by the waiving party. A Party’s failure to enforce any provisions of this Lease or its acceptance of rent shall not be a waiver of any other provisions of this Lease, and shall not prevent such party from enforcing that provision or any other provisions of this Lease in the future.

8.04 Severability. A determination by a court of competent jurisdiction that any provision of this Lease or any part hereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

8.05 Incorporation of Prior Agreements; Modifications. This Lease is the only agreement between the Parties pertaining to the lease of the Leased Premises and no other agreements are effective. All amendments to this Lease shall be in writing and signed by all Parties. Any other attempted amendments shall be void.

8.06 Notice. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage pre-paid, registered or certified mail, return receipt requested, addressed and delivered as specified in Section 1.03 Any Party hereto may change its notice address upon written notice to the other parties.

8.07 Attorney's Fees. If on account of any breach or default by any Party hereto in its obligations to any other Party hereto, it shall become necessary for the non-defaulting Party to employ an attorney to enforce or whether or defend any of its rights or remedies hereunder, the defaulting party agrees to pay the non-defaulting party its reasonable attorney's fees, whether or not suit is instituted in connection therewith.

8.08 Survival. All obligations of any Party hereto not fulfilled at the expiration or the earlier termination of this Lease, and all representations and warranties contained herein, shall survive the termination of this Lease.

8.09 Binding Effect. This Lease shall insure to the benefit and be binding upon each of the Parties hereto and their respective legal representatives, successors and assigns.

8.10 Law. Any disputes arising under this Lease must be resolved in a State District Court in Hidalgo County, Texas under the laws of the State of Texas.

8.11 Texas Department of Transportation. Pursuant to outstanding agreements between the Hidalgo County Regional Mobility Authority and the Texas Department of Transportation, this Agreement is subject to review by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed and delivered on the date first above mentioned.

LESSOR:

Fred Sandoval
City Manager
City of Pharr

LESSEE:

Pilar Rodriguez
Executive Director
Hidalgo County Regional Mobility Authority

SWORN TO BEFORE ME THIS _____ day of _____, _____.

_____ (SEAL)

My Commission Expires:

Item 2E

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2E </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 6/12/12 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 6/20/12 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF INTERLOCAL AGREEMENT WITH THE CITY OF PHARR FOR ADMINISTRATIVE SUPPORT SERVICES**
2. Nature of Request: (Brief Overview) Attachments: X Yes No

Consideration and approval of interlocal agreement with the City of Pharr to provide Administrative Support Services in coordination with the lease at 118 South Cage Boulevard.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes X No N/A

Funding Source: General Fund

Estimated Monthly Expense \$550.00
5. Staff Recommendation: **Motion to approve interlocal agreement with the City of Pharr to provide Administrative Support Services at cost plus a 5% administrative fee.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: X Approved Disapproved None
8. Board Attorney's Recommendation: X Approved Disapproved None
9. Executive Director's Recommendation: X Approved Disapproved None



Memorandum

To: Dennis Burleson, Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: June 12, 2012
Re: **Interlocal Agreement with the City of Pharr for Administrative Support Services**

Attached is a proposed interlocal agreement with the City of Pharr to provide Administrative Support Services in coordination with the proposed lease at 118 South Cage Boulevard. The support services are to provide purchasing and procurement services, information technology services, network system maintenance, facility services and other services that may be necessary from time to time for the HCRMA to accomplish its duties.

The City of Pharr has agreed to provide the noted services at cost (equipment, labor, installation, etc.) plus a 5% administrative fee.

The term of the interlocal agreement coincides with the term for the lease of the temporary office space with the City of Pharr.

Additionally, on June 11, 2012, the **Planning Committee** met and **recommended approval** of this item as proposed.

Based on review by this office, approval of the interlocal agreement is recommended with the **City of Pharr** for Administrative Support Services at **cost plus at 5% administrative fee**.

As a comparison, these services are being provided by the Lower Rio Grande Valley Development Council at the current office location of 510 South Pleasantview Drive, Weslaco, for cost plus a 30.84% administrative fee.

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

INTERLOCAL AGREEMENT ADMINISTRATIVE SERVICES

STATE OF TEXAS §
COUNTY OF HIDALGO §

This Interlocal Agreement (the “Agreement”) made and entered into effective as of the 20th of June, 2012, by and between the **CITY OF PHARR**, Texas, a home rule municipality (hereinafter referred to as the “City”) and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** (hereinafter referred to as “HCRMA”), a political subdivision of the State of Texas operating pursuant to Chapter 370, Texas Transportation Code, both situated in Hidalgo County in the Rio Grande Valley of Texas.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

HCRMA
Pilar Rodriguez
Executive Director
118 S. Cage Boulevard
Pharr, Texas 78577

City of Pharr
Fred Sandoval
City Manager
118 S. Cage Boulevard
Pharr, Texas 78577

WITNESSETH:

WHEREAS, Chapter 791 of the Texas Government Code 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; and

WHEREAS, the City and the HCRMA share the goal of improving mobility within the City and throughout the region; and

WHEREAS, the City has agreed to lease the HCRMA office space at Pharr City Hall, 118 S. Cage Blvd., Pharr, Texas 78577 (the “Office Site”) pursuant to that certain Lease by and between the City and HCRMA (attached hereto as Exhibit A); and

WHEREAS, in the same location as the Office Site, the City maintains a full time staff to provide certain administrative services, including purchasing and procurement services, information technology services and network systems maintenance, facilities services, and other administrative services agreed to by the parties from time to time; and

WHEREAS, the HCRMA desires to utilize the City's staff to provide such services to accomplish the duties established under Chapter 370, Texas Transportation Code, and

WHEREAS, the City is able to accommodate this request and is willing to cooperate with HCRMA to effect these services for said purposes; and

WHEREAS, the City's costs for administrative services include out-of-pocket, hard costs of purchasing necessary equipment and supplies as well as hourly employee costs;

NOW, THEREFORE, the City 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 Pharr and the Hidalgo County Regional Mobility Authority have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF PHARR

Leopoldo “Polo” Palacios, Mayor

Date: _____

Attest:

Hilda Pedraza, City Secretary

Approved as to form:

Michael Pruneda, City Attorney

**HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY**

Dennis Burleson, Chairman

Date: _____

Attest:

Ricardo Perez, Secretary/Treasurer

Approved as to form:

Dan Rios, Board Attorney - HCRMA

I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below.

“Administrative Services” means services that support the HCRMA and allow for the completion of its duties as defined in Chapter 370 of the Texas Transportation Code, to wit: purchasing and procurement services, information technology services and network systems maintenance, facilities services, and other administrative services agreed to by the parties from time to time, but not including those services provided to the HCRMA under that certain Interlocal Agreement for Administrative Services by and between the City of McAllen and the Hidalgo County Regional Mobility Authority

“Agreement” means this Interlocal Agreement by and between the City and the HCRMA.

“City” means the City of Pharr, a home rule municipality.

“Governing Board” means the City Commission of the City of Pharr.

“HCRMA” means the Hidalgo County Regional Mobility Authority, a political subdivision operating under Chapter 370, Texas Transportation Code.

“Lease” means that certain lease by and between the City and the HCRMA for the Office Site.

“Office Site” means the office space leased by the HCRMA at Pharr City Hall, comprising of 631 square feet of office area, 1,411 square feet of public meeting area and related common space and services, located at 118 S. Cage Blvd, Pharr, Texas 78577.

“Term” means the term of the Lease, which shall be the same as the term of this Agreement.

II. DUTIES OF THE CITY

A. Administrative Services

1. During the Term and as part of the normal course of business of the City, the City shall provide certain administrative services to the HCRMA. The services shall include purchasing and procurement services, information technology services and network systems maintenance, facilities services, and other administrative services agreed to by the parties from time to time. Services described herein shall be provided at the request of the HCRMA.

2. The City and the HCRMA will mutually agree to the standard of each administrative service to be provided at the time of request. Expenses incurred by the City in providing such administrative services shall be compensated in accordance with Section III of this

Agreement.

B. Audit

The City will allow the HCRMA access to any and all electronic files, books, documents, papers and records for the purpose of making an audit of the services provided to the HCRMA by the City.

C. Public Information Requests

At the request of the HCRMA, the City 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 and HCRMA policies.

III. DUTIES OF HCRMA

A. Reimbursement for Administrative Services

The HCRMA will reimburse the City for administrative services based on actual cost plus a five percent (5%) administrative fee. Actual cost shall include out-of-pocket expenses (as in the purchase of software) undertaken by the City as well as hourly costs of City employees to accomplish the administrative services. City employees shall bill their time to the HCRMA in quarter of an hour increments.

B. Timely Payment.

The HCRMA shall reimburse the City on a monthly basis for services performed during the Term of this Agreement. The City will invoice the HCRMA following the end of each month for services performed during that prior month. Payments will be made in full by the HCRMA within thirty (30) days after receipt of the invoice. Any questions or disputes about amounts invoiced will be submitted to the City by the HCRMA within fifteen (15) days of the HCRMA's receipt of such invoice. The HCRMA agrees to timely pay amounts not in dispute. The parties agree to use best efforts to resolve amounts in dispute within 15 days of notice of such dispute.

IV. DEFAULT

A. HCRMA Default.

The HCRMA is in default of this Agreement if it fails to timely reimburse the City for services provided.

1. The decision to exercise rights granted by this subsection shall be made by the Governing Board of the City.

2. If payment has not been received by the City thirty (30) days after the date the HCRMA received the invoice, the City shall deliver written notice of such breach to the HCRMA. If the HCRMA does not cure that breach within thirty (30) days of receiving the written notice of breach, the HCRMA is in default and the Governing Board shall deliver a written notice of default to the HCRMA that specifies the following:

- a. The nature of the default,
- b. The date of the notice of breach,
- c. The failure of the HCRMA to cure timely, and
- d. The administrative services to the HCRMA are terminated on the effective date stated in the notice if the termination is approved by the Governing Board.

3. Upon default by the HCRMA, the City has the right, but is not obligated, to terminate this Agreement and deny any further services to the HCRMA. Such termination shall not impact the term of the Lease.

4. The HCRMA is not in default for non-payment of amounts in dispute. If a dispute over an invoiced amount is not resolved by the parties as described in Section III(B) above, the parties agree to jointly select an independent mediator to resolve the payment in question. The parties agree to abide by the decision of the independent mediator. If the mediator determines a payment is due, such payment must be made within thirty (30) days of such decision.

B. City Default.

The City is in default of this Agreement if it fails to perform the services requested by the HCRMA or meet the service standards agreed to by the parties.

1. The HCRMA shall give the City prompt notice of any deficiency in service. If the City fails to cure the deficiency within a reasonable time, the HCRMA may cancel its request and seek services from another provider.

2. The HCRMA shall not owe the City any reimbursement for services not provided.

3. If the City fails to perform administrative services or fails to perform to the standards agreed to by the parties, the HCRMA may terminate this Agreement without impacting the term of the Lease.

V. TERM AND TERMINATION

The term of this Agreement shall coincide with the term of the Lease, except that, in the event of default, the non-defaulting party may terminate this Agreement without terminating the Lease.

VI. MISCELLANEOUS

A. Other Services.

Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either party to undertake or not to undertake any other service, or to provide any service, except as contemplated by this Agreement or in a separate written instrument executed by both parties.

B. Governmental Immunity.

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. Neither 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 inability of either 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 either 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 party within five (5) 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, including the attached Lease, merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, 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.

E. Applicable Laws.

This Agreement is subject to all laws of the State of Texas, the City Charter and Ordinances

of the City, 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.

Neither party shall have the right to assign the rights, obligations, responsibilities, or privileges of this Agreement without the written consent of the other.

G. Parties in Interest.

This Contract shall not bestow any rights upon any third party, but rather shall bind and benefit the City and HCRMA only.

H. Amendments and Modifications.

This Agreement may not be amended or modified except in writing and executed by both 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 manner 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 both 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 is subject to review by the Texas Department of Transportation.

EXHIBIT A
LEASE AGREEMENT

EXHIBIT B

ADMINISTRATIVE SUPPORT PRICING

\$180.00 monthly / Internet / Phone Connection

\$20.00 monthly / each extension + their actual long distance expenses (billed to them directly from phone company)

\$5.00 monthly / Fax Line

\$30.00 monthly / each email account per month (With Outlook Sync / SPAM Protection / Email Anti-Virus)

\$75.00 monthly / Conference Bridge Access (Up to 20 callers at a time)

\$75.00 monthly / Video Conference System Access (Up to 10 callers at a time)

\$150.00 monthly / 200GB network storage / 75.00 each additional 100 GB storage (Backup Included - Weekly)

\$100.00 monthly for general I.T. support / server management

\$20.00 monthly for hosting of website. (4GB Max) - REQUIRES utilization of city web contractor for security purposes. (outside of this agreement)

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Item 2F

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2F </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 6/12/12 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 6/20/12 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF PROPOSAL TO HIRE TEMPORARY EMPLOYEES TO IMPLEMENT FILE MANAGEMENT PLAN**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of proposal to hire temporary employees to implement the HCRMA file management plan.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transporation Code, TxDOT Policy
4. Budgeted: Yes X No N/A
Funding Source: General Fund
Proposal amount: 4 – Data Entry Clerks @ \$10.96 per hour X 160 hours = \$7,014.40
5. Staff Recommendation: **Motion to approve proposal from One Stop Staffing for Data Entry Clerks in the amount of \$10.96 per hour and in an amount not to exeed \$7,014.40.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: X Approved Disapproved None
8. Board Attorney's Recommendation: X Approved Disapproved None
9. Executive Director's Recommendation: X Approved Disapproved None



Memorandum

To: Dennis Burleson, Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: June 12, 2012
Re: **Proposal to Hire Temporary Employees to Implement File Management Plan**

As part of work authorization number 4, Dannenbaum Engineering has provided the HCRMA with a file management plan for all existing and proposed documents. This includes correspondence, transmittals, submittals, memos, plan sheets, specifications, contracts, proposals, etc. for the various projects undertaken by the HCRMA over the past six years.

The intent of the file management system is to provide an automated system that allows for tracking and retrieval of any documents created by or for the HCRMA. To date, the existing file management system only compiles resolutions, executed professional services contracts and meeting minutes. Other documents, such as project plans, are kept by our current Program Manager. Because these are public documents, the HCRMA should be the custodian of such documents.

The attached proposal is to hire temporary data entry clerks to input documents into the file management system. Dannenbaum has assembled the majority of historical HCRMA documents electronically as part of work authorization number 1. It will be necessary to code these documents in accordance with the file management plan.

Informal proposals were solicited from five (5) vendors, with three (3) providing responses. One Stop Staffing out of Harlingen, Texas, provided the most competitive mark up at 37%. The base rate for the data entry clerk is established by the HCRMA, which is recommended at \$8.00 per hour. The base rate, plus 37% mark up, equals \$10.96 per hour. Staff is proposing to hire 4 clerks for a period of one month each (160 hours each).

Additionally, on June 11, 2012, the **Planning Committee** met and **recommended approval** of this item as proposed.

Based on review by this office, approval of temporary services with **One Stop Staffing** is recommended at the **mark up rate of 37%** for a total hourly rate of **\$10.96** and in an amount not to exceed **\$7,014.40**.

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

TEMPORARY SERVICES - PROPOSALS

Agency Name	Contact	Phone #	MU Rate	Rate	Total
One Stop Staffing 1305 E. Washington Harlingen, Texas 78550	Teresa Fewell	(956) 440-7250	37%	\$8.00	\$10.96
Star Staffing 300 E. Expressway 83, Ste N. Pharr, Texas 78577	Sherry Maddox	(956) 783-1313	39%	\$8.00	\$11.12
Select Staff 2220 W. Trenton Road Edinburg, Texas 78539	Monica Alvarez	(956) 631-8367	38.39%	\$8.00	\$11.07
Austin Personnel Services 220 S. 12th St. Suite B Edinburg, Texas 78549	Lisa	(956) 318-1104			
Staff Force 3525 W. Alberta Road Edinburg, Texas 78539	Emily	(956) 624-7924			

No response from these agencies

One Stop Staffing

Mark Up Rate Agreement

Effective Date from: May 15, 2012

Effective Date to: May 15, 2013

Client: Hidalgo County Regional Mobility Authority

Position: Clerical

Mark Up Rate: 37%

I agree to the above mark up rate for the position listed above. All invoices will be due upon receipt.

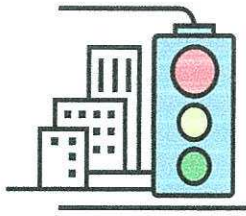
Company Name

Authorized Company Signature

Teresa Fewell
One Stop Staffing Representative

Date

5-15-2012
Date



May 15, 2012

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

Attn: Flor Koll

Dear Flor:

I enjoyed visiting with you on the phone. As per our discussion, here is the proposal which includes our pricing and services.

One Stop Staffing has been in business since 2006. We are a locally owned company with two office locations: Harlingen and McAllen. We service the entire Rio Grande Valley, Laredo, Corpus Christi, and Kingsville. Our dedicated staff offers over 20 years of personnel/staffing experience. We are ready to assist you with creative employment solutions, and to meet your staffing requirements.

One Stop Staffing's philosophy is to work effectively with our clients as well as assisting them in their staffing needs. We offer this service by finding the best qualified candidate for each position. Our commitment is to work with you in the best possible way to further help your companies' growth and success.

Customer Service – One Stop Staffing's greatest asset is our competent and dedicated customer service. People are our business and our goal is to answer all your questions and concerns in a timely manner. We are available 24 hours a day, 7 days a week, and 365 days a year.

Whenever you contact our office for a job order or for any other needs, we will handle your call with a **sense of urgency**. We pride ourselves on offering our clientele personal assistance in filling all job orders during and after normal work hours.

1305 E. Washington
Harlingen, TX 78550
Tel: 956-440-7250
Fax: 956-440-7266

Application and Interview Process

One Stop Staffing provides a thorough pre-employment screening that ensures that all employees will be a match for the job required. The following screenings are provided:

1. **Background Checks** – We perform misdemeanor, felony, sexual offender, and MVR on all applicants. This service is designed to assist you in the pre-qualifying of employees so that you may not waste valuable time on a person who does not qualify for permanent employment. A copy can be provided upon request.
2. **Social Security Verifications** – This service verifies that each employee is valid to work.
3. **Skill test** - We skill test our employees to ensure that they are qualified and can perform the duties required. One Stop Staffing will do a numerical filing test to ensure they meet your requirements.
4. **Drug Screening** – All employees must submit to a pre-employment drug screening prior to going to work. We have a zero tolerance to any use of any “illegal substance”. We do post accident drug screening as well as random drug screening. This service is provided at no additional charge to you.
5. **Safety** – Each applicant is required to watch a safety video. One Stop Staffing can provide specific safety videos and literature upon request.
6. **Interview Process** - Each applicant is individually interviewed and categorized to their specific job skills. We offer a variety of questions and work history verifications to ascertain the level of skill each candidate has. This ensures that we send only those qualified candidates to your company.

Insurance – One Stop Staffing provides statutory worker's compensation insurance and general liability insurance on our employees. Certificates of insurance are provided upon request.

Benefits to Employees: One Stop Staffing offers incentive programs and benefits for our employees: Holiday Pay, Vacation Pay, Medical Insurance, and Direct Deposit.

Credit Card Service – One Stop Staffing accepts all major credit cards: Visa, MasterCard, American Express, and Discover.

Services – One Stop Staffing provides many options to fulfill your staffing needs:

Temp-to-Perm: One Stop Staffing offers you a 720 work hour probationary period. This gives you an opportunity to assess our employee for permanent employment. This time frame is negotiable with management approval.

Long-Term and short-term – One Stop Staffing can provide you employees for long and short term assignments. We have a **four hour** minimum charge.

Mark Up Rate

Clerical

37%

Example: Pay Rate: \$7.25 = Bill Rate: \$9.93

Example: Pay Rate: \$7.50 = Bill Rate: \$10.28

This mark up rate includes the employees pay, all mandatory taxes, worker's compensation, and general liability insurance.

1305 E. Washington
Harlingen, TX 78550
Tel: 956-440-7250
Fax: 956-440-7266

Invoices – We provide detailed invoices each week. All invoices are due upon receipt.

Payroll – Our payroll is processed locally. In the event there is a mistake on any employees check, we can correct and deliver to your facility within one business day.

One Stop Staffing thanks you for the opportunity to bid on your business. We look forward to establishing a quality long-term relationship with you.

Sincerely,

Teresa Fewell

Teresa Fewell
Management

1305 E. Washington
Harlingen, TX 78550
Tel: 956-440-7250
Fax: 956-440-7266



300 E. Expressway 83 Ste N
Pharr, TX 78577
956-783-1313
956-783-1317 FAX

Dear Employer,

Star Staffing specializes in workplace solutions to take care of your employee needs, which enables you to take care of your business. 39 percent mark-up on clerical employees.

It is our goal to assist your company in a numerous variety of aspects. Below, we list a portion of those areas:

- ❖ *We provide you with qualified and dependable employees.*
 - ~ Outsourcing your Human Resources Department reduces your overhead costs.
 - ~ We interview, match skills, drug screen and enact employee background checks.
- ❖ *We reduce your Worker's Compensation Insurance Premiums.*
 - ~ Star Staffing carries \$1,000,000 in Workers Comp. and \$1,000,000 in Umbrella Coverage.
 - ~ No Worker's Compensation down payment required.
 - ~ We defend and eliminate fraudulent Worker's Comp. claims.
- ❖ *We provide Payroll Processing.*
 - ~ You can eliminate your IRS tax deposit and quarterly reporting liabilities.
 - ~ Eliminate writing, issuing, and signing payroll checks.
 - ~ We dismiss your burden of reporting new hires to the State of Texas.
 - ~ We process all new hire documents - and W-4 forms.
 - ~ We perform payroll deduction calculations and withholdings.

We at Star Staffing welcome the opportunity to meet or speak with you regarding your business desires. Please remember that we are self-insured and will be competitive in our Worker's Comp. rates. We thank you for taking the time to consider us for your staffing and/or payroll needs.

We are available at any time should you have any questions or desire to speak with us.

*****HELPING BUSINESS AND CHANGING LIVES*****

Cindy Arredondo, Director of Sales and Marketing 956-783-1313

Flor E. Koll

From: Sherry Maddox <sherrygal7@hotmail.com>
Sent: Thursday, May 17, 2012 3:12 PM
To: fkoll@hcrma.org
Subject: STAR STAFFING CLERICAL
Attachments: DEAR EMPLOYER EDITED[1].docx

Hello Flor,

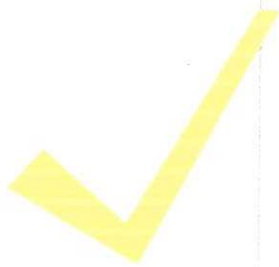
Here is the information you requested please let me know if you are enable to open the document. The rate is 39 percent on clerical. If you pay the employee \$7.25 per hour then the bill rate will be \$10.08 per hour. The document goes in to detail on the services we provide. We have been in business since 2007 and have many applicants with clerical experience.

Sherry Maddox
Cell: 956-789-7923
Phone: 956-783-1313
Fax: 956-783-1317



Pricing Proposal

- Position Title
 - Office filing clerk
- Mark-up %
 - 38.39% per hour



Financial Considerations

Agreement

Select Staff will provide you with a one page Service Agreement that outlines the terms of service and pricing.

Payment Terms

Payment terms are *net due upon receipt*. A late penalty of 1% will be charged on all undisputed invoices paid after 45 days.

Pre Assignment Checks

Select Staff will conduct a complimentary background screening on all employees assigned to your account. Drug testing charged back to employees.

Guarantee

If you are dissatisfied with the performance of an employee within the first four hours, you will not be charged.

Conversion to your Payroll

In the event you decide to hire a supplemental employee, you may convert them to your employment after they complete 520 hours on assignment at no charge. When employees transition to your payroll before they work 520 hours through Select Staff, the following conversion fee calculation will apply:

Employee Conversion Formula: 520 hours minus the number of hours the employee worked for you multiplied by the hourly billing rate minus the employee pay rate.

Example: (520 hour minimum – 320 hours worked = 200 hours remaining) X (Bill Rate of \$14.00 – Pay Rate of \$10.00 = \$4.00) = \$800.00 Conversion Fee



Employee Benefits

Benefit	Description	Length of Service Requirement
401(k) Plan	Pre-tax contribution retirement plan	6 month waiting period; eligible for employer match
Holiday Pay	Six paid holidays	1,200 regular hours within the previous 365 days
Vacation Pay	40 hours of vacation pay	1,500 regular hours during the previous 365 days following their anniversary date
Medical Coverage	Fully insured, limited benefit health insurance (Employee funded)	Immediate
Dental Coverage	Preventive, basic and major care (Employee funded)	Immediate
Vision	Discounted services for exams and eyewear (Employee funded)	Immediate
Prescription Drug	Generic or brand name co-pay per prescription benefit with additional discounts (Employee funded)	Immediate
Life Insurance	\$5,000 death benefit Must elect medical coverage to qualify (Employee funded)	Immediate



A Select Staff Presentation & Proposal

**HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY
*HCRMA***

Monica Alvarez

May 18, 2012



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Item 2G

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2G </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 6/12/12 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 6/20/12 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF REQUEST TO TRANSFER PROGRAM ADMINISTRATOR FROM THE LOWER RIO GRANDE DEVELOPMENT COUNCIL TO THE CITY OF McALLEN**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of request to transfer Program Administrator from the Lower Rio Grande Development Council to the City of McAllen
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Transportation Code, TxDOT Policy
4. Budgeted: Yes X No N/A
Funding Source: General Fund

Monthly Salary plus Fringe for Program Administrator \$4,991.98
5. Staff Recommendation: **Motion to approve transfer of Program Administrator from Lower Rio Grande Valley Development Council to City of McAllen.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: X Approved Disapproved None
8. Board Attorney's Recommendation: X Approved Disapproved None
9. Executive Director's Recommendation: X Approved Disapproved None



Memorandum

To: Dennis Burleson, Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: June 12, 2012
Re: **Request to Transfer Program Administrator from Lower Rio Grande Development Council to the City of McAllen**

At the March 5, 2012, special meeting, the Board of Directors approved an interlocal agreement with the City of McAllen for administrative services for an Executive Director. The agreement provides the HCRMA with a mechanism to administer a salary and benefits for the Director.

In order to provide efficiency and eliminate duplicate administrative services, staff is proposing transfer of the Program Administrator from the Lower Rio Grande Development Council to the City of McAllen under similar provisions in the interlocal agreement for the Executive Director.

The Lower Rio Grande Valley Development Council currently provides these services to the HCRMA for the Program Administrator at cost plus a 30.84% administrative fee. The City of McAllen will provide the same services at cost plus a 5% administrative fee.

Additionally, on June 11, 2012, the **Planning Committee** met and **recommended approval** of this item as proposed.

Based on review by this office, **transfer** of the Program Administrator from the Lower Rio Grande Valley Development Council to the **City of McAllen** is recommended.

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

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.

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

Selected Employee:	Flor E. Koll
Starting Salary:	\$23.54 per hour (Non-Exempt)
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 employees at City
Office Location:	To be provided by HCRMA

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 or 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

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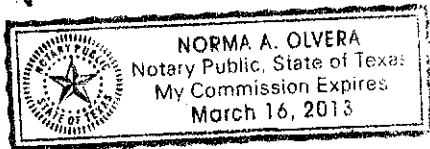
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COUNTY OF HIDALGO

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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.




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

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COUNTY OF HIDALGO

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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



EXHIBIT A
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

EXECUTIVE DIRECTOR JOB DESCRIPTION CRITERIA 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

Item 2H

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

 X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

 2H
 6/05/12
 6/11/12

1. Agenda Item: **ACCEPTANCE OF WORK AUTHORIZATION NO. 1 REPORT FROM DANNENBAUM ENGINEERING**
2. Nature of Request: (Brief Overview) Attachments: X Yes No

Consideration and acceptance of report produced by Dannenbaum Engineering under work authorization number 1.
3. Policy Implication: Board Policy
4. Budgeted: Yes No X N/A

Funding Source: _____
5. Staff Recommendation: **Motion to accept report as presented.**
6. Program Manager's Recommendation: X Approved Disapproved None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Executive Director's Recommendation: X Approved Disapproved None



Memorandum

To: Dennis Burleson, Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: June 12, 2012
Re: **Acceptance of Report Produced by Dannenbaum Engineering Under Work Authorization No. 1**

Attached is the report produced by Dannenbaum Engineering under work authorization number 1.

The scope of authorization number 1 required a status report from the Program Manager and his opinion on the adequacy of existing documents; remaining tasks to complete existing documents; Authority's development cost to date and projected cost to complete, as well as, engineer's opinion on industry standard cost for similar scope.

Based on review by this office, acceptance of the report produced by Dannenbaum Engineering is recommended.

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



**FINAL EXECUTIVE SUMMARY FINDINGS
AND THE REVIEW OF HISTORIC COST
DOCUMENTATION: FROM HCRMA INCEPTION
THROUGH 12/31/2011**



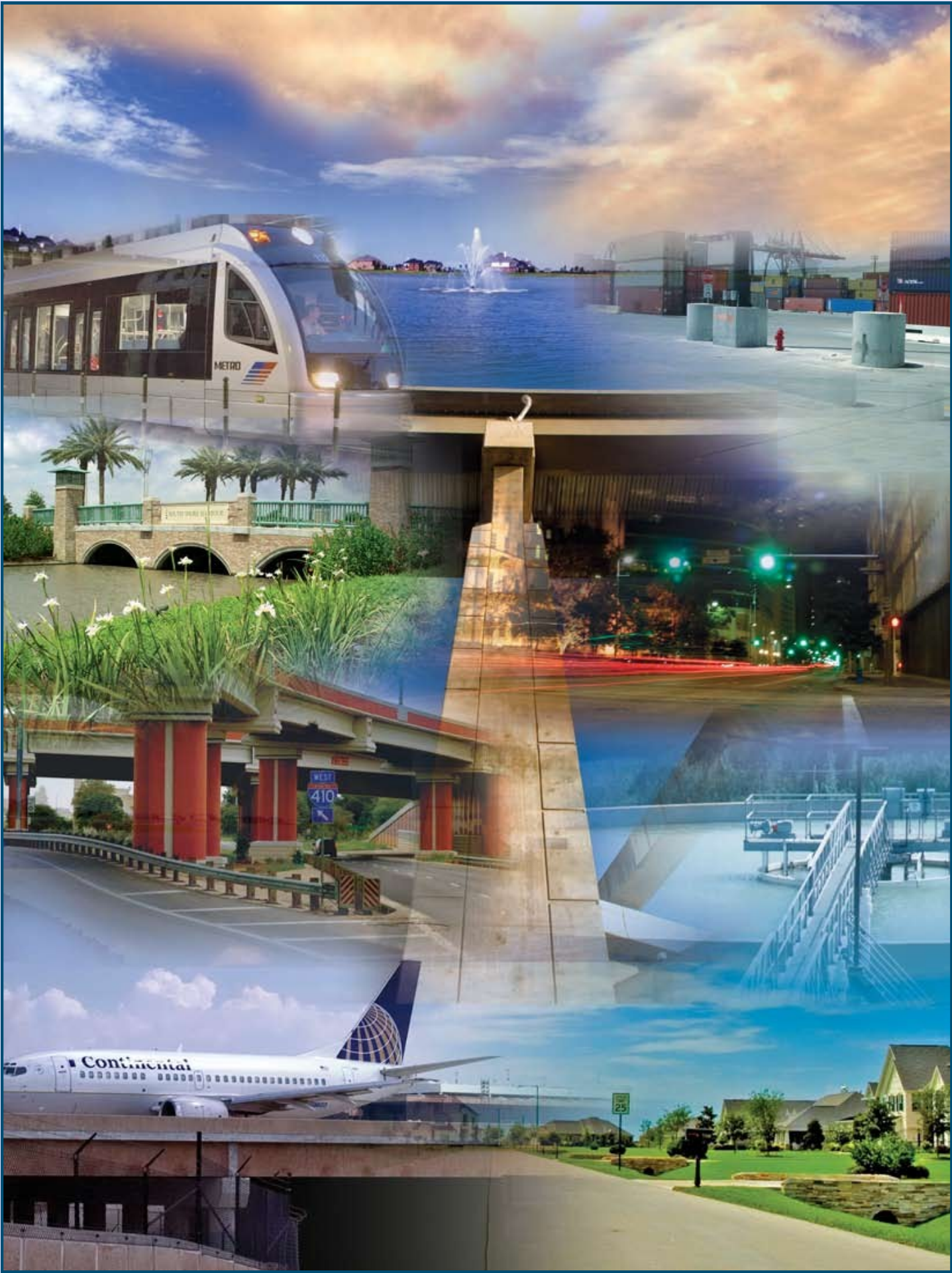
**FINAL EXECUTIVE SUMMARY FINDINGS
AND THE REVIEW OF HISTORIC COST DOCUMENTATION:
FROM HCRMA INCEPTION THROUGH 12/31/2011**

AFTER REVIEW OF HCRMA MANAGEMENT COMMENTS DATED MAY 14, 2012

5. Recommendations:

- Adopt Strategy No. 8 which has the Modified TCC operational by 05/2017 and the Modified IBTC Operational by 07/2019. Refer to the HCRMA Capital Improvement Plan for more details.
- Move forward on executing the Strategic Plan No. 8 approved in March 2012.
- Approve the PMC (with Approval of WA No. 4) to move the HCRMA forward with implementation of the plans submitted under Work Authorization No.1, under the guidance of the Executive Director.
- Present findings and strategic plan to Hidalgo County and obtain required approval to finance the development of Strategic Plan No. 8.
- Negotiate with TxDOT the required changes to the TxDOT Pass-Thru Agreements to allow project development as presented in Strategic Plan No.8. (Consolidate all Pass-Thru Funds, \$112.1M, onto SH 365 / Modified TCC); includes extending designation of SH 365 (Modified TCC) to US 281 Military Highway.
- Move forward with the required consultant contracts to implement Strategic Plan No. 8.
- Negotiate with the City of Pharr (Pharr Bridge) and Anzalduas Bridge Board on connection points for SH 365 (Modified TCC).
- Develop and implement additional project controls that will complement the organizational development of the HCRMA and transition day-to-day tasks to HCRMA staff as soon as it is feasible.
- Develop and implement a public outreach plan.
- Prioritize the development of consistent financial reporting of on-going development activity (by project section) to the HCRMA Board in order to provide comprehensive financial information to assist their decision making.
- The HCRMA should consider branding their projects as “Loop 365” with all project segments utilizing this designation instead of project section names such as Modified IBTC, for example. This was done in places such as Houston (Loop 610) and San Antonio (Loop 410) with great success and provides a unified long term vision to the public and all stakeholders.





**FINAL EXECUTIVE SUMMARY FINDINGS
AND THE REVIEW OF HISTORIC COST DOCUMENTATION:
FROM HCRMA INCEPTION THROUGH 12/31/2011**

AFTER REVIEW OF HCRMA MANAGEMENT COMMENTS DATED MAY 14, 2012

(Further Detail Refer to Attachment A—Backup for Executive Summary of Findings)

1. It is the Program Management Consultant’s (PMC’s) opinion that the HCRMA Received a Negative Deviation from an Industry Standard Fee in the range of **-\$1,240,873**. The negative deviation is mainly due to the lack of Program Management and inefficiencies in the Environmental process. However, the negative deviation is within the tolerance of accuracy based on document completion.

Summary of Project Cost Evaluation with Corresponding Deviation from Industry Standard Fee – From HCRMA Inception to 12/31/2011 (Excluding HCRMA Administration/Legal/Accounting/Special Consultants/T&R Studies/Financial Advisors)										
Project Section	Project Code	PMC Projected Construction Cost From Strategic Plans	PMC Projected Industry Standard Fee % of Construction Cost	PMC Projected Total Industry Standard Fees to Perform Services	Total Fees Expended (Incl. Prog./Proj. Mgt.) From HCRMA Inception to 12/31/2011	PMC % of Total Project Industry Standard Fee Expended	PMC Estimated % Completion of Contract Deliverables	Value in \$USD Received from Project Deliverables Based on Projected Industry Standard Fee	Deviation in \$USD from the Projected Industry Standard Fee (A \$0 Deviation Meets Industry Standard)	% Deviated from Industry Standard (A 0% Deviation Meets Industry Standard)
		\$USD	Percent	\$USD	\$USD	Percent	Percent	\$USD	\$USD	Percent
International Bridge Trade Corridor (IBTC)	0010	\$ 144,586,615	13.7%	\$ 19,858,972	\$ 3,704,029	18.7%	18.2%	\$ 3,620,088	\$ (83,942)	-2.3%
International Bridge Trade Corridor (IBTC) (US 83/FM 495 Connector)(Jug Handles)	0014	\$ 10,500,000	14.1%	\$ 1,475,250	\$ 681,920	46.2%	49.5%	\$ 730,275	\$ 48,355	7.1%
US 281 Military Hwy Overpass	0020	\$ 13,536,866	14.0%	\$ 1,901,929	\$ 367,777	19.3%	17.5%	\$ 333,685	\$ (34,092)	-9.3%
SH 365 - Trade Corridor Connector (TCC) (Excluding GSA/Anzalduas Option)	0030	\$ 137,460,496	13.2%	\$ 18,158,530	\$ 2,716,379	15.0%	14.9%	\$ 2,712,096	\$ (4,284)	-0.2%
SH 365 - Trade Corridor Connector (TCC) (GSA/Anzalduas Option)	0030A	\$ 30,880,085	14.0%	\$ 4,322,441	\$ 2,709,124	62.7%	83.8%	\$ 3,622,273	\$ 913,149	33.7%
SH 365 - Trade Corridor Connector Seg 3 (Future Segment From FM 1016 to Anzalduas Rd)	0033	\$ 18,000,000	13.2%	\$ 2,377,800	\$ 497,236	20.9%	15.9%	\$ 377,640	\$ (119,596)	-24.1%
Section A West	0040	\$ 79,296,000	13.2%	\$ 10,475,002	\$ 1,237,096	11.8%	13.5%	\$ 1,413,848	\$ 176,752	14.3%
La Joya Relief Route	0050	\$ 76,490,566	13.2%	\$ 10,104,404	\$ 25,000	0.2%	0.2%	\$ 25,000	\$ -	0.0%
Section C	0060	\$ 286,560,000	13.2%	\$ 37,854,576	\$ 2,912,503	7.7%	6.9%	\$ 2,610,562	\$ (301,940)	-10.4%
Section D	0070	\$ 191,040,000	13.2%	\$ 25,236,384	\$ 1,731,380	6.9%	6.2%	\$ 1,560,796	\$ (170,584)	-9.9%
Section F	0080	\$ 211,200,000	13.2%	\$ 27,899,520	\$ 2,276,653	8.2%	6.0%	\$ 1,660,032	\$ (616,621)	-27.1%
Section E	0090	\$ 123,552,000	13.2%	\$ 16,321,219	\$ 1,394,189	8.5%	6.0%	\$ 971,119	\$ (423,071)	-30.3%
PROGRAM TOTAL		\$ 1,323,102,628	13.3%	\$ 175,986,027	\$ 20,253,287	11.5%	11.2%	\$ 19,637,414	\$ (615,873)	-3.0%

TOTAL DEVIATION FROM THE PROJECTED INDUSTRY STANDARD FEE (A \$0 DEVIATION MEETS INDUSTRY STANDARD)	\$ (615,873)
I. SERVICES LISTED IN HCRB CONTRACT NOT NORMALLY PERFORMED WITHIN INDUSTRY STANDARD FEE	ADDITION TO DEVIATION
1. Development of Transportation Reinvestment Zone (TRZ)	\$ 400,000
2. TxDOT Pass Thru Application for TCC (SH 365)	\$ 25,000
3. TxDOT Pass Thru Application for US 281/Military Overpass	\$ 25,000
4. SIB Loan Application	\$ 25,000
TOTAL ADDITION TO INDUSTRY STANDARD FEE DEVIATION	\$ 475,000
II. SERVICES TYPICALLY PERFORMED UNDER PROGRAM MANAGEMENT THAT ARE NORMALLY WITHIN INDUSTRY STANDARD FEE BUT WERE NOT PERFORMED UNDER HCRB CONTRACT	REDUCTION TO DEVIATION
1. Development/Implementation/Maintenance of Documents/Cost Controls	
2. Development of Strategic Plan	
3. Development of Project Management Plan (Required by TxDOT Pass Thru Agreement)	
4. Development of QC/QA Plan for Design and Construction (Required by TxDOT Pass Thru Agreement)	\$ (1,100,000)
5. Assist Newly Formed Agency in Developing Files and Operational Procedures	
TOTAL REDUCTION TO INDUSTRY STANDARD FEE DEVIATION	\$ (1,100,000)
TOTAL ADJUSTMENT TO INDUSTRY STANDARD FEE DEVIATION	\$ (625,000)
TOTAL ADJUSTED DEVIATION FROM THE PROJECTED INDUSTRY STANDARD FEE ASSUMING INDUSTRY STANDARD DEFINITION OF "PROGRAM MANAGER"	\$ (1,240,873) -6.1%

- In the table above note that a zero dollar deviation means the HCRMA received adequate value while a negative deviation means the HCRMA received less than industry standard value.
- Items that add value or push the deviation closer zero or above include:
 - ◇ Development of Transportation Reinvestment Zone (TRZ)
 - ◇ TxDOT Pass Thru Application for SH 365 (TCC)
 - ◇ TxDOT Pass Thru Application for US 281/Military Overpass
 - ◇ SIB Loan by HCRB (prepared but never submitted, received from HCRMA Legal Counsel on 04/25/2012)
- Items that remove value or push the deviation further from a zero to a greater negative value (if utilizing industry standard definition of “Program Manager”):
 - ◇ Development of Documents/Cost Controls
 - ◇ Development of Strategic Plan
 - ◇ Development of Project Management Plan
 - ◇ Development of QC/QA Plan for Design/Construction
 - ◇ Assist Newly Formed Agency in Developing Files and Operational Procedures

**FINAL EXECUTIVE SUMMARY FINDINGS
AND THE REVIEW OF HISTORIC COST DOCUMENTATION:
FROM HCRMA INCEPTION THROUGH 12/31/2011**

AFTER REVIEW OF HCRMA MANAGEMENT COMMENTS DATED MAY 14, 2012

2. Summary of Findings:

- **It is the PMC's opinion that the technical deliverables submitted were preliminary in nature and are technically adequate; and that the HCRMA received adequate value from these documents.**
- The remaining tasks and projected cost to perform those tasks can be found in the strategic plan located in the Capital Improvement Plan.
- The PMC's opinion differs is that the HCRB contract should be reviewed as a professional services contract due to the fact that the HCRB contract was procured utilizing the professional services procurement act regulations and the majority (if not all) of the expenditures were on professional services. As a result, reviewing the HCRB contract for value utilizing the PMC's stated approach is valid.
- Since the HCRMA was a new agency with no staff, it is the opinion of the PMC that this would imply that the HCRB would also be the HCRMA's staff and produce the industry standard items typically included in a program management contract (i.e. document control standards).
- HCRB contract stated they would follow all rules normally included in a standard TxDOT Pass-Thru Agreement.
- TxDOT Pass-Thru Agreements require the HCRMA prepare and obtain approval of a project management plan as well as a QA/QC plan for design and construction. TxDOT will not review any pass-thru documents or provide any reimbursement without approval of these plans.
- The PMC found no evidence that Project Management or QA/QC Plans were prepared and/or presented to the Board for formal adoption.
- The PMC found no evidence of preparation of a Public Outreach Plan as outlined in the HCRB contract. It should be noted that HCRB did hold numerous public meetings in accordance with TxDOT/FHWA environmental requirements.
- The PMC found no evidence that the HCRMA or any consultant hired by the HCRMA had set up document, financial or any form of project controls which would typically be done by HCRMA staff or a Program Manager.
- The PMC received no documents providing evidence or level of effort expended by HCRB to pursue legislative efforts to clean up the RMA statute and the TRZ statute to clarify financing opportunities.
- The PMC received no documents providing evidence or level of effort expended by HCRB to obtain resolutions of support from the relevant cities to adopt truck ordinances.
- The PMC received no documents providing evidence or level of effort expended by HCRB to create a County right-of-way plan.
- The PMC received no documents providing evidence or level of effort expended by HCRB to develop a strategic plan.
- HCRB was required by contract to obtain approval of all their subconsultant contracts by the Authority before execution by HCRB, and before subconsultants were to begin work. The PMC requested copies of HCRB's subconsultant contracts, but Pate Transportation Partners (acting on behalf of HCRB) took the position that documents in the possession of HCRB's subconsultants were not public information, however PMC received said documents on May 16,



**FINAL EXECUTIVE SUMMARY FINDINGS
AND THE REVIEW OF HISTORIC COST DOCUMENTATION:
FROM HCRMA INCEPTION THROUGH 12/31/2011
AFTER REVIEW OF HCRMA MANAGEMENT COMMENTS DATED MAY 14, 2012**

4. PMC—Status of Deliverables:

- The following 7 major manuals and reports were packaged as part of the Program Manager’s Work Authorization No. 1 deliverables and are listed in the table below.
- Two of the reports include additional volumes to expand details relating to:
 - ◊ Contracts, Copies of Invoices and Invoice Summaries that are the back up for the “Review of Historic Project Cost Documentation: From HCRMA Inception to 12/31/2011”
 - ◊ Strategic Plan Development for Strategies 1 Original, 1 New, 2, 3, 4, 5, 6, 7 and 8 in order to show the evolution of the analysis before adopting Strategy 8 with 4 lanes.
- Due to space constraints at the current HCRMA office the Executive Director has requested and examined the deliverables for completeness and has requested the reports / manuals be delivered to him while the larger volumes with extended backup will be kept at the Program Manager’s office.

No.	Manual / Report Title	Doc. Name	Resource Type
01	Project Management Plan (PMP)	PM-01	Program Management Manual, Required by TxDOT
02	Project Control Plan	PM-02	Program Management Manual
03	Review of Historic Project Cost Documentation: From HCRMA Inception to 12/31/2011	PM-03	Financial Report
04	Capital Improvement Plan (CIP)	PM-04	Financial Report, Required by TxDOT for consideration of: <ol style="list-style-type: none"> 1. Extension on Passthrough Funding (PTF) 2. Reallocation of the US 281 and La Joya PTF to SH 365 (Modified TCC)
05	Design Quality Management Plan (Design QMP)	PM-05	Quality Management Manual, Required by TxDOT
06	Construction Quality Management Plan (Construction QMP)	PM-06	Quality Management Manual, Required by TxDOT
07	Survey Manual	PW-01	Survey Manual

2012 from HCRB. The HCRMA approved payments that contained subconsultant fees, which could constitute approval of said subconsultant contracts.

- The HCRMA contracted Everett Owens, P.E., for transportation planning; finance and project implementation services including contract negotiations during the majority of the time the HCRB contract was active. Mr. Owen stated that just three (3) days before the phone call he had disposed of all of his HCRMA files.
- The PMC found no evidence that any of the HCRMA’s contracted firms made sure the newly created HCRMA had files and documents for its own use. This would have been a normal task by a program manager, and it is the opinion of the PMC that any firm contracted to perform Program Management Services should have assisted the HCRMA in this task.
- When both HCRB and Owen Everett contracts were terminated, both parties left with all documents and the HCRMA was left with no files, only project deliverables. As a result, it is very difficult for the PMC or anyone else to truly understand the facts or any changes that might have occurred.
- All of the PMC’s evaluation had to be accomplished utilizing prime consultant contracts; project deliverables; project invoices and files provided by L&G Consultant Engineers, Inc. and Atkins of North America. The files L&G’s provided to the PMC strictly contained project deliverables and working files to derive those deliverables.
- It should be noted that when beginning the evaluation under the PMC WA No. 1, the PMC requested all information from the HCRMA’s Legal Counsel for use in the evaluation. However, this request was deemed by Counsel to violate the client/attorney privilege and as a result only select information was provided.
- It is the opinion of the PMC that the overall program management was lacking which resulted in several inefficiencies because of a lack of proper program management that would have produced a complete record of: project management decisions, day-to-day files, and an a set of financial controls that would provide an organized listing of program expenditures.



FINAL EXECUTIVE SUMMARY FINDINGS
AND THE REVIEW OF HISTORIC COST DOCUMENTATION:
FROM HCRMA INCEPTION THROUGH 12/31/2011

AFTER REVIEW OF HCRMA MANAGEMENT COMMENTS DATED MAY 14, 2012

3. Summary of Findings:

Funds Received by Each Firm

NO.	ADMINISTRATIVE EXPENSES	TOTAL
01	AMADEO SAENZ APPRECIATION DINNER	\$ 200
02	BORDER TRADE ALLIANCE	\$ 375
03	CENTER FOR PUBLIC MANAGEMENT	\$ 270
04	COPY ZONE	\$ 1,167
05	DENNIS BURLESON	\$ 6,392
06	FED EX	\$ 314
07	FORREST RUNNELS	\$ 132
08	HCRMA	\$ 39,949
09	HIDALGO COUNTY	\$ 90,822
10	HIDALGO CO. MPO	\$ 4,487
11	IBTTA	\$ 5,050
12	JUAN MALDONADO	\$ 2,548
13	LA JOYA ISD	\$ 375
14	LRGVDC	\$ 271,638
15	LRGVDC METRO	\$ 400
16	MCALLEN CHAMBER OF COMMERCE	\$ 50
17	MCALLEN ECON. DEV. CORP	\$ 15,000
18	MICHAEL G. CANO	\$ 3,540
19	MISSION EDA	\$ 150
20	OFFICE DEPOT	\$ 2,373
21	PREMIER AWARDS	\$ 24
22	RAMON GARCIA	\$ 636
23	RAMIRO SALAZAR	\$ 7,024
24	RGV MOBILITY TASK FORCE	\$ 7,500
25	RICARDO PEREZ	\$ 7,163
26	TEAM TEXAS	\$ 2,375
27	THE MONITOR	\$ 2,187
28	TML GOV RISK POOL	\$ 2,183
29	TTI-F10	\$ 1,000
30	TTI-F09	\$ 800
31	VERIZON	\$ 3,365
	SUB TOTAL (01 - 31)	\$ 479,488

NO.	VENDOR / FIRM	TOTAL
32	BLANTON & ASSOCIATES	\$ 9,984
33	C&M ASSOCIATES	\$ 1,365,039
34	CENTER FOR PUBLIC MANAGEMENT	\$ 270
35	DANIEL G. RIOS (ATTY.)	\$ 60,798
36	DANNENBAUM ENG. CORP. (PMC)	\$ 270,646
37	DOS LAND SURVEYING	\$ 40,000
38	ENTECH CIVIL ENGINEERS	\$ 166,623
39	FIRST SOUTHWEST	\$ 29,880
40	HIDALGO CO. ROAD BUILDERS	\$ 5,167,485
41	H&L ENGINEERING & TESTING, INC.	\$ 10,000
42	INTEG CORPORATION	\$ 235,313
43	J E SAENZ & ASSOCIATES ENG.	\$ 2,200,000
44	LEONEL GARZA JR. &	\$ 17,500
45	L&G CONSULTING ENG.	\$ 8,677,807
46	LONG CHILTON, LLP	\$ 55,000
47	OWENS CONSULTING (EXEC. DIR.)	\$ 183,339
48	PAS PROPERTY ACQUISITION SERV	\$ 589,000
49	PBS&J (ATKINS)	\$ 1,568,377
50	PSE PAVEMENT SYSTEMS ENG.	\$ 13,650
51	RBC CAPITAL MARKETS	\$ 70,617
52	RODS SURVEYING	\$ 602,725
53	SAN JACINTO ENTERPRISE LLC	\$ 500,000
54	S&B INFRASTRUCTURE	\$ 703,667
55	SALINAS,ALLEN & SCHMITT, LLP	\$ 57,984
56	TRPSA ATTORNEY AT LAW	\$ 735,776
57	TUGGEY FERNANDEZ,LLP	\$ 135,343
58	VICTOR O SCHINERER	\$ 6,873
59	VINSON & ELKINS	\$ 48,624
60	WILBUR SMITH ASSOCIATES	\$ 40,909
	SUB TOTAL (32 - 60)	\$ 23,563,228
	TOTAL (01 - 60)	\$ 24,042,716

Funds Expended on Each Section*

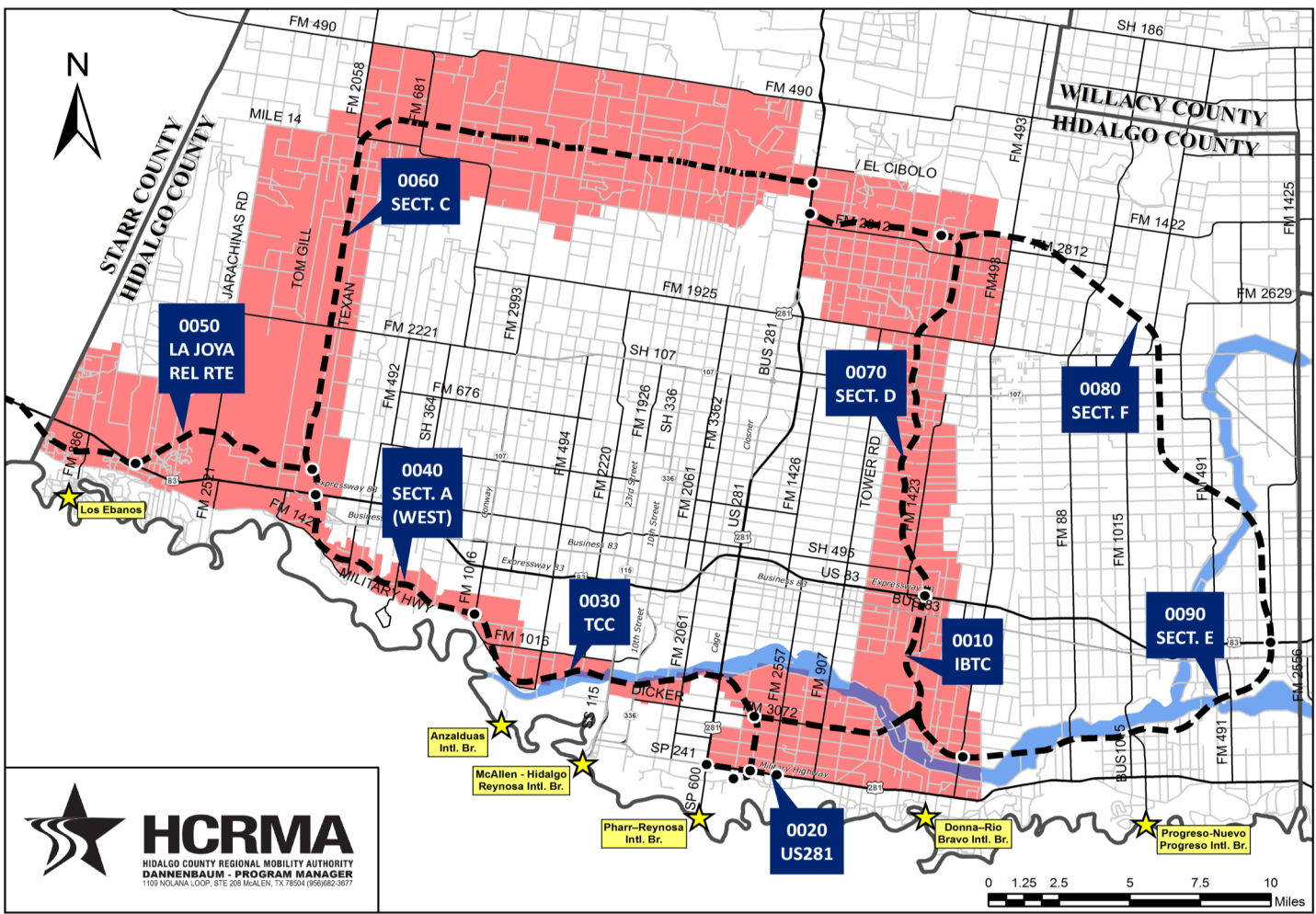
PROJ CODE	0000	0000	0010	0014	0020	0030	0030A	SUB TOTAL
SECTION	GEN MGT (G&A COSTS)	GEN MGT (SPEC. CONSULT.)	IBTC	IBTC SEG4 US 83 CONN. TO SH 495	US 281	SH 365 (TCC)	SH 365 (TCC) GSA CONN. AT ANZALDUAS	0000 - 0030A
TOTAL	\$1,390,782	\$2,398,377	\$3,704,029	\$681,920	\$367,777	\$2,716,379	\$2,709,124	\$13,968,388

PROJ CODE	0033	0040	0050	0060	0070	0080	0090	SUB TOTAL
SECTION	SH 365 (TCC) SEG3	SECT A	LA JOYA	SECT C	SECT D	SECT F	SECT E	0033 - 0090
TOTAL	\$497,236	\$1,237,096	\$25,000	\$2,912,503	\$1,731,380	\$2,276,653	\$1,394,189	\$10,074,058

* General Mgt. (G&A) and General Mgt. (Special Consult., T&R, Financial Advisors) were treated as their own (overall) section. Program Management expenses are included in each project section.

Excludes Debt Service to FNB of \$3,160,931

TOTAL
0000 - 0090
\$24,042,446





**ATTACHMENT A -
BACKUP FOR FINAL EXECUTIVE SUMMARY OF FINDINGS /
DELIVERABLES OF PMC WA NO. 1 FOR THE HCRMA**

**PREPARED BY:
DANNENBAUM
ENGINEERING CORPORATION**

MAY 16, 2012



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
DANNENBAUM - PROGRAM MANAGER
1109 NOLANA LOOP, STE 208 MOLEN, TX 78554 (956)862-3677

PROG MGT MEMO | DATE: 05/16/2012

Project No. & Name: Hidalgo County RMA (HCRMA) – PMC/GEC

Client Name & Address: HCRMA 510 S. Pleasantview Drive, Weslaco, Texas 78596

Subject: Discussion on WA No. 1 Deliverables

Recipients: HCRMA Board Members / Legal Counsel

Proposed Items for Discussion:

A. Valuation Tables

- Please refer to “Attachment 1” for the attached table “Summary of Project Cost Evaluation with Corresponding Deviation from Industry Standard Fee for the HCRMA from Inception to 12/31/2011” including individual project specific tables and their deviation from industry standard fee. Note that a zero dollar deviation means the HCRMA receive adequate value while a negative fee means the HCRMA received less than what the industry standard dictates.
- In addition to the Evaluation based on Percent Completion of the deliverables, there were items that add and remove value to the deviation.
- Items that add value or push the deviation closer zero or above include:
 - Development of Transportation Reinvestment Zone (TRZ)
 - TxDOT Pass Thru Application for TCC (SH 365)
 - TxDOT Pass Thru Application for US 281/Military Overpass
 - SIB Loan by HCRB (prepared but never submitted, received from HCRMA Legal Counsel on 04/25/2012)
- Items that remove value or push the deviation further from a zero to a greater negative value (if utilizing industry standard definition of “Program Manager”):
 - Development/Implementation/Maintenance of Documents/Cost Controls
 - Development of Strategic Plan
 - Development of Project Management Plan (Required by TxDOT Pass Thru Agreement)
 - Development of QC/QA Plan for Design and Construction (Required by TxDOT Pass Thru Agreement)
 - Assist Newly Formed Agency in Developing Files and Operational Procedures
- Please refer to “Attachment 2” for Firm-specific Detail

B. Summary of Findings (in brief)

- Please refer to “Attachment 3” for Section 8.0 “Summary of Findings” which is from the larger report submitted to the HCRMA as “Review of Historic Project Cost Documentation for the HCRMA: from Program Inception to 12/31/2011.” Below is a summary listing of the findings:
 - It is the PMC’s opinion that the technical deliverables submitted were preliminary in nature and are technically adequate; and that the HCRMA received adequate value from these documents.
 - The remaining tasks and projected cost to perform those tasks can be found in the strategic plan located in the Capital Improvement Plan.
 - The PMC’s opinion differs is that the HCRB contract should be reviewed as a professional services contract due to the fact that the HCRB contract was procured utilizing the professional services procurement act regulations and the majority (if not all) of the expenditures were on professional

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Reviewed by: Eric Davila | Approved for Distribution by: Louis Jones



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HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
DANNENBAUM - PROGRAM MANAGER
1109 NOLANA LOOP, STE 208 MCALLEN, TX 78504 (956)962-3677

PROG MGT MEMO | DATE: 05/16/2012

Project No. & Name: Hidalgo County RMA (HCRMA) – PMC/GEC

Client Name & Address: HCRMA 510 S. Pleasantview Drive, Weslaco, Texas 78596

Subject: Discussion on WA No. 1 Deliverables

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services. As a result, reviewing the HCRB contract for value utilizing the PMC's stated approach is valid.

- Since the HCRMA was a new agency with no staff, it is the opinion of the PMC that this would imply that the HCRB would also be the HCRMA's staff and produce the industry standard items typically included in a program management contract (i.e. document control standards).
- HCRB contract stated they would follow all rules normally included in a standard TxDOT Pass-Thru Agreement.
- TxDOT Pass-Thru Agreements require the HCRMA prepare and obtain approval of a project management plan as well as a QA/QC plan for design and construction. TxDOT will not review any pass-thru documents or provide any reimbursement without approval of these plans.
- The PMC found no evidence that Project Management or QA/QC Plans were prepared and/or presented to the Board for formal adoption.
- The PMC found no evidence of preparation of a Public Outreach Plan as outlined in the HCRB contract. It should be noted that HCRB did hold numerous public meetings in accordance with TxDOT/FHWA environmental requirements.
- The PMC found no evidence that the HCRMA or any consultant hired by the HCRMA had set up document, financial or any form of project controls which would typically be done by HCRMA staff or a Program Manager.
- The PMC received no documents providing evidence or level of effort expended by HCRB to pursue legislative efforts to clean up the RMA statute and the TRZ statute to clarify financing opportunities.
- The PMC received no documents providing evidence or level of effort expended by HCRB to obtain resolutions of support from the relevant cities to adopt truck ordinances.
- The PMC received no documents providing evidence or level of effort expended by HCRB to create a County right-of-way plan.
- The PMC received no documents providing evidence or level of effort expended by HCRB to develop a strategic plan.
- HCRB was required by contract to obtain approval of all their subconsultant contracts by the Authority before execution by HCRB, and before subconsultants were to begin work. The PMC requested copies of HCRB's subconsultant contracts, but Pate Transportation Partners (acting on behalf of HCRB) took the position that documents in the possession of HCRB's subconsultants were not public information, however PMC received said documents on May 16, 2012 from HCRB. The HCRMA approved payments that contained subconsultant fees, which could constitute approval of said subconsultant contracts.
- The HCRMA contracted Everett Owens, P.E., for transportation planning; finance and project implementation services including contract negotiations during the majority of the time the HCRB

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1109 NOLANA LOOP, STE 208 MCALLEN, TX 78504 (956)662-3677

PROG MGT MEMO | DATE: 05/16/2012

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Client Name & Address: HCRMA 510 S. Pleasantview Drive, Weslaco, Texas 78596

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contract was active. Mr. Owen stated that just three (3) days before the phone call he had disposed of all of his HCRMA files.

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- It should be noted that when beginning the evaluation under the PMC WA No. 1, the PMC requested all information from the HCRMA's Legal Counsel for use in the evaluation. However, this request was deemed by Counsel to violate the client/attorney privilege and as a result only select information was provided.
- It is the opinion of the PMC that the overall program management was lacking which resulted in several inefficiencies because of a lack of proper program management that would have produced a complete record of: project management decisions, day-to-day files, and an a set of financial controls that would provide an organized listing of program expenditures.

C. Status of PMC Deliverables for WA No. 1

- The following 7 major manuals and reports were packaged as part of the Program Manager's Work Authorization No. 1 deliverables and are listed in the table below.
- Two of the reports include additional volumes to expand details relating to:
 - Contracts, Copies of Invoices and Invoice Summaries that are the back up for the "Review of Historic Project Cost Documentation: From HCRMA Inception to 12/31/2011"
 - Strategic Plan Development for Strategies 1 Original, 1 New, 2, 3, 4, 5, 6, 7 and 8 in order to show the evolution of the analysis before settling on the final 4 lane strategy.
- Due to space constraints at the current HCRMA office the Executive Director has requested and examined the deliverables for completeness and has requested the reports / manuals be delivered to him while the larger volumes with extended backup will be kept at the Program Manager's office.

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Recipients: HCRMA Board Members / Legal Counsel

No.	Manual / Report Title	Doc. Name	Resource Type
01	Project Management Plan (PMP)	PM-01	Program Management Manual, Required by TxDOT
02	Project Control Plan	PM-02	Program Management Manual
03	Review of Historic Project Cost Documentation: From HCRMA Inception to 12/31/2011	PM-03	Financial Report
04	Capital Improvement Plan (CIP)	PM-04	Financial Report, Required by TxDOT for consideration of: 1) Extension on Passthrough Funding (PTF) 2) Reallocation of the US 281 and La Joya PTF to the TCC
05	Design Quality Management Plan (Design QMP)	PM-05	Quality Management Manual, Required by TxDOT
06	Construction Quality Management Plan (Construction QMP)	PM-06	Quality Management Manual, Required by TxDOT
07	Survey Manual	PW-01	Survey Manual

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Attachment No. 1

10.1 Table 2-1. Summary of Project Cost Evaluation with Corresponding Deviation from Industry Standard Fee – From HCRMA Inception to 12/31/2011

Summary of Project Cost Evaluation with Corresponding Deviation from Industry Standard Fee – From HCRMA Inception to 12/31/2011
(Excluding HCRMA Administration/Legal/Accounting/Special Consultants/T&R Studies/Financial Advisors)

Project Section	Project Code	PMC Projected Construction Cost From Strategic Plans	PMC Projected Industry Standard Fee % of Construction Cost	PMC Projected Total Industry Standard Fees to Perform Services	Total Fees Expended (Incl. Prog./Proj. Mgt.) From HCRMA Inception to 12/31/2011	PMC % of Total Project Industry Standard Fee Expended	PMC Estimated % Completion of Contract Deliverables	Value in \$USD Received from Project Deliverables Based on Projected Industry Standard Fee	Deviation in \$USD from the Projected Industry Standard Fee (A \$0 Deviation Meets Industry Standard)	% Deviated from Industry Standard (A 0% Deviation Meets Industry Standard)
		\$USD	Percent	\$USD	\$USD	Percent	Percent	\$USD	\$USD	Percent
International Bridge Trade Corridor (IBTC)	0010	\$ 144,586,615	13.7%	\$ 19,858,972	\$ 3,704,029	18.7%	18.2%	\$ 3,620,088	\$ (83,942)	-2.3%
International Bridge Trade Corridor (IBTC) (US 83/FM 495 Connector)(Jug Handles)	0014	\$ 10,500,000	14.1%	\$ 1,475,250	\$ 681,920	46.2%	49.5%	\$ 730,275	\$ 48,355	7.1%
US 281 Military Hwy Overpass	0020	\$ 13,536,866	14.0%	\$ 1,901,929	\$ 367,777	19.3%	17.5%	\$ 333,685	\$ (34,092)	-9.3%
SH 365 - Trade Corridor Connector (TCC) (Excluding GSA/Anzalduas Option)	0030	\$ 137,460,496	13.2%	\$ 18,158,530	\$ 2,716,379	15.0%	14.9%	\$ 2,712,096	\$ (4,284)	-0.2%
SH 365 - Trade Corridor Connector (TCC) (GSA/Anzalduas Option)	0030A	\$ 30,880,085	14.0%	\$ 4,322,441	\$ 2,709,124	62.7%	83.8%	\$ 3,622,273	\$ 913,149	33.7%
SH 365 - Trade Corridor Connector Seg 3 (Future Segment From FM 1016 to Anzalduas Rd)	0033	\$ 18,000,000	13.2%	\$ 2,377,800	\$ 497,236	20.9%	15.9%	\$ 377,640	\$ (119,596)	-24.1%
Section A West	0040	\$ 79,296,000	13.2%	\$ 10,475,002	\$ 1,237,096	11.8%	13.5%	\$ 1,413,848	\$ 176,752	14.3%
La Joya Relief Route	0050	\$ 76,490,566	13.2%	\$ 10,104,404	\$ 25,000	0.2%	0.2%	\$ 25,000	\$ -	0.0%
Section C	0060	\$ 286,560,000	13.2%	\$ 37,854,576	\$ 2,912,503	7.7%	6.9%	\$ 2,610,562	\$ (301,940)	-10.4%
Section D	0070	\$ 191,040,000	13.2%	\$ 25,236,384	\$ 1,731,380	6.9%	6.2%	\$ 1,560,796	\$ (170,584)	-9.9%
Section F	0080	\$ 211,200,000	13.2%	\$ 27,899,520	\$ 2,276,653	8.2%	6.0%	\$ 1,660,032	\$ (616,621)	-27.1%
Section E	0090	\$ 123,552,000	13.2%	\$ 16,321,219	\$ 1,394,189	8.5%	6.0%	\$ 971,119	\$ (423,071)	-30.3%
PROGRAM TOTAL		\$ 1,323,102,628	13.3%	\$ 175,986,027	\$ 20,253,287	11.5%	11.2%	\$ 19,637,414	\$ (615,873)	-3.0%

TOTAL DEVIATION FROM THE PROJECTED INDUSTRY STANDARD FEE (A \$0 DEVIATION MEETS INDUSTRY STANDARD)									\$ (615,873)
I. SERVICES LISTED IN HCRB CONTRACT NOT NORMALLY PERFORMED WITHIN INDUSTRY STANDARD FEE									ADDITION TO DEVIATION
1. Development of Transportation Reinvestment Zone (TRZ)									\$ 400,000
2. TxDOT Pass Thru Application for TCC (SH 365)									\$ 25,000
3. TxDOT Pass Thru Application for US 281/Military Overpass									\$ 25,000
4. SIB Loan Application									\$ 25,000
TOTAL ADDITION TO INDUSTRY STANDARD FEE DEVIATION									\$ 475,000
II. SERVICES TYPICALLY PERFORMED UNDER PROGRAM MANAGEMENT THAT ARE NORMALLY WITHIN INDUSTRY STANDARD FEE BUT WERE NOT PERFORMED UNDER HCRB CONTRACT									REDUCTION TO DEVIATION
1. Development/Implementation/Maintenance of Documents/Cost Controls									\$ (1,100,000)
2. Development of Strategic Plan									
3. Development of Project Management Plan (Required by TxDOT Pass Thru Agreement)									
4. Development of QC/QA Plan for Design and Consturction (Required by TxDOT Pass Thru Agreement)									
5. Assist Newly Formed Agency in Developing Files and Operational Procedures									
TOTAL REDUCTION TO INDUSTRY STANDARD FEE DEVIATION									\$ (1,100,000)
TOTAL ADJUSTMENT TO INDUSTRY STANDARD FEE DEVIATION									\$ (625,000)
TOTAL ADJUSTED DEVIATION FROM THE PROJECTED INDUSTRY STANDARD FEE ASSUMING INDUSTRY STANDARD DEFINITION OF "PROGRAM MANAGER"									\$ (1,240,873) -6.1%

Note: This Table Excludes G&A Expenses, Special Consultants, Traffic and Revenue Studies, Financial Advisors

HCRMA Financial Report	Original Issue Date: 04/18/2012	Document PM-03
Resource: Program Management (PM)	Revision Draft Issue Date: 04/18/2012	Page 10-1
Title: Review of Historic Project Cost Documentation for the HCRMA: from Program Inception to 12/31/2011		

10.37 Table 7-30. Project Cost Evaluation - 0010 IBTC

Project Cost Evaluation with Corresponding Deviation from Industry Standard Fee - From HCRMA Inception to 12/31/2011 Project Section: International Bridge Trade Corridor (IBTC) Modified Project Code: 0010 Project Description: A new location toll road extending easterly from the modified TCC at FM 3072 (Dicker Rd.) to the Donna International Bridge at FM 493 / 281 Military Highway Intersection, then travelling north to the US 83 / FM 1423 Intersection for a total of 12.6 miles. Projected Construction Cost: \$ 144,586,615 (from PMC Strategic Plan) Length (Miles): 12.60								
Consultant Services (Tasks)	Task Code	PMC Projected Industry Standard Fee % of Construction Cost	PMC Projected Total Industry Standard Fees to Perform Services	Total Fees Expended (Incl. Prog./Proj. Mgt.) From HCRMA Inception to 12/31/2011	PMC % of Total Project Industry Standard Fee Expended	PMC Estimated % Completion of Contract Deliverables	Value in \$USD Received from Project Deliverables Based on Projected Industry Standard Fee	Deviation in \$USD from the Projected Industry Standard Fee (A \$0 Deviation Meets Industry Standard)
	N/A	Percent	\$USD	\$USD	Percent	Percent	\$USD	\$USD
PROGRAM/PROJ. MGT	00	3.04%	\$ 4,388,204	\$ 620,831	14.1%	25.0%	\$ 1,097,051	\$ 476,220
PROJECT PLANNING	01	0.25%	\$ 361,467	\$ 111,250	30.8%	70.0%	\$ 253,027	\$ 141,777
ENVIRONMENTAL (LOCAL CLEAR)	03	0.70%	\$ 1,012,106	\$ 1,191,634	117.7%	70.0%	\$ 708,474	\$ (483,160)
SCHEMATIC/DRAINAGE/UTILITIES (4 LN & SUPER 2)	04	1.75%	\$ 2,530,266	\$ 1,709,460	67.6%	60.0%	\$ 1,518,160	\$ (191,300)
QC/QA/PRELIM ENG & PERMITTING (INCLUDED IN SCHEMATICS)	05	N/A	N/A	\$ -	N/A	0.0%	N/A	N/A
SURVEY-TOPO-AERIAL LOW/HIGH	06	0.30%	\$ 433,760	\$ 55,280	12.7%	10.0%	\$ 43,376	\$ (11,904)
SURVEY-ROW-MAPS	07	0.40%	\$ 578,346	\$ -	0.0%	0.0%	\$ -	\$ -
ROW PROPERTY ACQUISITION SERVICES	08	0.80%	\$ 1,156,693	\$ 15,575	1.3%	0.0%	\$ -	\$ (15,575)
PS&E / GEOTECHNICAL	15	6.50%	\$ 9,398,130	\$ -	0.0%	0.0%	\$ -	\$ -
TOTALS		13.74%	\$ 19,858,972	\$ 3,704,029	18.7%	18.2%	\$ 3,620,088	\$ (83,942)

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10.38 Table 7-31. Project Cost Evaluation - 0014 IBTC - US 83 Conn. to SH 495

<i>Project Cost Evaluation with Corresponding Deviation from Industry Standard Fee - From HCRMA Inception to 12/31/2011</i> <i>Project Section: US 83/FM 495 Connector</i> <i>Project Code: 0014</i> <i>Project Description: A new location toll road consisting of an overpass at US 83, extending from the northern end of the modified IBTC over US 83 to SH 495</i> <i>Projected Construction Cost: \$ 10,500,000 (from PMC Strategic Plan)</i> <i>Length (Miles): 1.52</i>								
Consultant Services (Tasks)	Task Code	PMC Projected Industry Standard Fee % of Construction Cost	PMC Projected Total Industry Standard Fees to Perform Services	Total Fees Expended (Incl. Prog./Proj. Mgt.) From HCRMA Inception to 12/31/2011	PMC % of Total Project Industry Standard Fee Expended	PMC Estimated % Completion of Contract Deliverables	Value in \$USD Received from Project Deliverables Based on Projected Industry Standard Fee	Deviation in \$USD from the Projected Industry Standard Fee (A \$0 Deviation Meets Industry Standard)
	N/A	Percent	\$USD	\$USD	Percent	Percent	\$USD	\$USD
PROGRAM/PROJ. MGT	00	3.05%	\$ 320,250	\$ 43,525	13.6%	50.0%	\$ 160,125	\$ 116,600
PROJECT PLANNING	01	0.25%	\$ 26,250	\$ -	0.0%	80.0%	\$ 21,000	\$ 21,000
ENVIRONMENTAL	03	1.00%	\$ 105,000	\$ 85,923	81.8%	50.0%	\$ 52,500	\$ (33,423)
SCHEMATIC/DRAINAGE/UTILITIES	04	1.25%	\$ 131,250	\$ -	0.0%	100.0%	\$ 131,250	\$ 131,250
QC/QA/PRELIM ENG & PERMITTING (INCLUDED IN SCHEMATICS)	05	N/A	N/A	\$ -	N/A	0.0%	N/A	N/A
SURVEY-TOPO-AERIAL LOW/HIGH	06	0.80%	\$ 84,000	\$ 88,200	105.0%	100.0%	\$ 84,000	\$ (4,200)
SURVEY-ROW-MAPS	07	0.40%	\$ 42,000	\$ 16,660	39.7%	20.0%	\$ 8,400	\$ (8,260)
ROW PROPERTY ACQUISITION SERVICES	08	0.80%	\$ 84,000	\$ -	0.0%	0.0%	\$ -	\$ -
PS&E / GEOTECHNICAL	15	6.50%	\$ 682,500	\$ 447,612	65.6%	40.0%	\$ 273,000	\$ (174,612)
	TOTALS	14.05%	\$ 1,475,250	\$ 681,920	46.2%	49.5%	\$ 730,275	\$ 48,355

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10.39 Table 7-32. Project Cost Evaluation - 0020 US 281

Project Section: US 83/Military Overpass Project Code: 0020 Project Description: Reconstruction and widening of approximately 1.21 miles of US 281 Military Highway, from approximately 2.34 miles east of SP 600 to FM 2557 (Stewart Road) with a new overpass at San Juan Road Projected Construction Cost: \$ 13,536,866 (from PMC Strategic Plan) Length (Miles): 1.21								
Consultant Services (Tasks)	Task Code	PMC Projected Industry Standard Fee % of Construction Cost	PMC Projected Total Industry Standard Fees to Perform Services	Total Fees Expended (Incl. Prog./Proj. Mgt.) From HCRMA Inception to 12/31/2011	PMC % of Total Project Industry Standard Fee Expended	PMC Estimated % Completion of Contract Deliverables	Value in \$USD Received from Project Deliverables Based on Projected Industry Standard Fee	Deviation in \$USD from the Projected Industry Standard Fee (A \$0 Deviation Meets Industry Standard)
	N/A	Percent	\$USD	\$USD	Percent	Percent	\$USD	\$USD
PROGRAM/PROJ. MGT	00	3.05%	\$ 412,874	\$ 56,113	13.6%	20.0%	\$ 82,575	\$ 26,462
PROJECT PLANNING	01	0.25%	\$ 33,842	\$ 38,250	113.0%	80.0%	\$ 27,074	\$ (11,176)
ENVIRONMENTAL	03	1.00%	\$ 135,369	\$ 128,791		60.0%	\$ 81,221	\$ (47,570)
SCHEMATIC/DRAINAGE/UTILITIES	04	1.25%	\$ 169,211	\$ -	0.0%	30.0%	\$ 50,763	\$ 50,763
QC/QA/PRELIM ENG & PERMITTING (INCLUDED IN SCHEMATICS)	05	N/A	N/A	\$ -	N/A	0.0%	N/A	N/A
SURVEY-TOPO-AERIAL LOW/HIGH	06	0.80%	\$ 108,295	\$ 76,283	70.4%	70.0%	\$ 75,807	\$ (476)
SURVEY-ROW-MAPS	07	0.40%	\$ 54,147	\$ 21,250	39.2%	10.0%	\$ 5,415	\$ (15,835)
ROW PROPERTY ACQUISITION SERVICES	08	0.80%	\$ 108,295	\$ 47,090	43.5%	10.0%	\$ 10,830	\$ (36,260)
PS&E / GEOTECHNICAL	15	6.50%	\$ 879,896	\$ -	0.0%	0.0%	\$ -	\$ -
TOTALS		14.05%	\$ 1,901,929	\$ 367,777	19.3%	17.5%	\$ 333,685	\$ (34,092)

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10.40 Table 7-33. Project Cost Evaluation - 0030 TCC

Project Section: Trade Corridor Connector (TCC) Modified (Excluding GSA/Anzalduas Option) Project Code: 0030 Project Description: An approximate 11.9-mile new location toll road extending north from US 281 Military Highway at San Juan Rd, and then extending westerly from FM 3072 (Dicker Road) to Anzalduas Rd Projected Construction Cost: \$ 137,460,496 (from PMC Strategic Plan) Length (Miles): 11.90								
Consultant Services (Tasks)	Task Code	PMC Projected Industry Standard Fee % of Construction Cost	PMC Projected Total Industry Standard Fees to Perform Services	Total Fees Expended (Incl. Prog./Proj. Mgt.) From HCRMA Inception to 12/31/2011	PMC % of Total Project Industry Standard Fee Expended	PMC Estimated % Completion of Contract Deliverables	Value in \$USD Received from Project Deliverables Based on Projected Industry Standard Fee	Deviation in \$USD from the Projected Industry Standard Fee (A \$0 Deviation Meets Industry Standard)
	N/A	Percent	\$USD	\$USD	Percent	Percent	\$USD	\$USD
PROGRAM/PROJ. MGT	00	3.01%	\$ 4,137,561	\$ 592,016	14.3%	20.0%	\$ 827,512	\$ 235,496
PROJECT PLANNING	01	0.25%	\$ 343,651	\$ 110,500	32.2%	60.0%	\$ 206,191	\$ 95,691
ENVIRONMENTAL	03	0.70%	\$ 962,223	\$ 686,965	71.4%	50.0%	\$ 481,112	\$ (205,853)
SCHEMATIC/DRAINAGE/UTILITIES (SUPER 2 ONLY)	04	1.25%	\$ 1,718,256	\$ 911,843	53.1%	50.0%	\$ 859,128	\$ (52,715)
QC/QA/PRELIM ENG & PERMITTING (INCLUDED IN SCHEMATICS)	05	N/A	N/A	\$ -	N/A	0.0%	N/A	N/A
SURVEY-TOPO-AERIAL LOW/HIGH	06	0.30%	\$ 412,381	\$ 199,784	48.4%	70.0%	\$ 288,667	\$ 88,883
SURVEY-ROW-MAPS	07	0.40%	\$ 549,842	\$ 94,237	17.1%	5.0%	\$ 27,492	\$ (66,745)
ROW PROPERTY ACQUISITION SERVICES	08	0.80%	\$ 1,099,684	\$ 121,035	11.0%	2.0%	\$ 21,994	\$ (99,041)
PS&E / GEOTECHNICAL	15	6.50%	\$ 8,934,932	\$ -	0.0%	0.0%	\$ -	\$ -
TOTALS		13.21%	\$ 18,158,530	\$ 2,716,379	15.0%	14.9%	\$ 2,712,096	\$ (4,284)

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10.41 Table 7-34. Project Cost Evaluation - 0030A TCC - GSA Conn.

Project Cost Evaluation with Corresponding Deviation from Industry Standard Fee - From HCRMA Inception to 12/31/2011 Project Section: GSA Anzalduas Road (TCC Partial Option) Project Code: 0030A Project Description: A new location toll road extending from the proposed GSA connector to FM 494 (Shary Rd) (Option to portion of Project 0030) Projected Construction Cost: \$ 30,880,085 (from PMC Strategic Plan) Length (Miles): 1.93								
Consultant Services (Tasks)	Task Code	PMC Projected Industry Standard Fee % of Construction Cost	PMC Projected Total Industry Standard Fees to Perform Services	Total Fees Expended (Incl. Prog./Proj. Mgt.) From HCRMA Inception to 12/31/2011	PMC % of Total Project Industry Standard Fee Expended	PMC Estimated % Completion of Contract Deliverables	Value in \$USD Received from Project Deliverables Based on Projected Industry Standard Fee	Deviation in \$USD from the Projected Industry Standard Fee (A \$0 Deviation Meets Industry Standard)
	N/A	Percent	\$USD	\$USD	Percent	Percent	\$USD	\$USD
PROGRAM/PROJ. MGT	00	3.05%	\$ 941,071	\$ 128,005	13.6%	95.0%	\$ 894,017	\$ 766,012
PROJECT PLANNING INCLUDING AESTHETICS STANDARDS (1)	01	1.00%	\$ 308,801	\$ 147,770	47.9%	100.0%	\$ 308,801	\$ 161,031
ENVIRONMENTAL	03	0.70%	\$ 216,161	\$ -	0.0%	0.0%	\$ -	\$ -
SCHEMATIC/DRAINAGE/UTILITIES	04	1.25%	\$ 386,001	\$ 25,351	6.6%	90.0%	\$ 347,401	\$ 322,050
QC/QA/PRELIM ENG & PERMITTING (INCLUDED IN SCHEMATICS)	05	N/A	N/A	\$ -	N/A	0.0%	N/A	N/A
SURVEY-TOPO-AERIAL LOW/HIGH	06	0.30%	\$ 92,640	\$ 65,023	70.2%	100.0%	\$ 92,640	\$ 27,617
SURVEY-ROW-MAPS	07	0.40%	\$ 123,520	\$ 110,133	89.2%	10.0%	\$ 12,352	\$ (97,781)
ROW PROPERTY ACQUISITION SERVICES	08	0.80%	\$ 247,041	\$ -	0.0%	0.0%	\$ -	\$ -
PS&E / GEOTECHNICAL	15	6.50%	\$ 2,007,206	\$ 2,232,842	111.2%	98.0%	\$ 1,967,062	\$ (265,780)
UTILITIES (INCLUDED IN PS&E)	22	0.00%	\$ -	\$ -	N/A	N/A	N/A	N/A
TOTALS		14.00%	\$ 4,322,441	\$ 2,709,124	62.7%	83.8%	\$ 3,622,273	\$ 913,149
(1) Included development of aesthetics standard for HCRMA (Increased % of fee to 1% of construction cost)								

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10.42 Table 7-35. Project Cost Evaluation - 0033 TCC - Seg 3

Project Section: Trade Corridor Connector (TCC Segment No. 3) (Future Segment From FM 1016 to Anzalduas Rd) Project Code: 0033 Project Description: An approximate 2.11 mile new location toll road extending from FM 1016 to the vicinity of Anzalduas Road Projected Construction Cost: \$ 18,000,000 (from PMC Strategic Plan) Length (Miles): 2.11								
Consultant Services (Tasks)	Task Code	PMC Projected Industry Standard Fee % of Construction Cost	PMC Projected Total Industry Standard Fees to Perform Services	Total Fees Expended (Incl. Prog./Proj. Mgt.) From HCRMA Inception to 12/31/2011	PMC % of Total Project Industry Standard Fee Expended	PMC Estimated % Completion of Contract Deliverables	Value in \$USD Received from Project Deliverables Based on Projected Industry Standard Fee	Deviation in \$USD from the Projected Industry Standard Fee (A \$0 Deviation Meets Industry Standard)
	N/A	Percent	\$USD	\$USD	Percent	Percent	\$USD	\$USD
PROGRAM/PROJ. MGT	00	3.01%	\$ 541,800	\$ 79,201	14.6%	20.0%	\$ 108,360	\$ 29,159
PROJECT PLANNING	01	0.25%	\$ 45,000	\$ 22,500	50.0%	60.0%	\$ 27,000	\$ 4,500
ENVIRONMENTAL	03	0.70%	\$ 126,000	\$ 126,400	100.3%	50.0%	\$ 63,000	\$ (63,400)
SCHEMATIC/DRAINAGE/UTILITIES (SUPER 2)	04	1.25%	\$ 225,000	\$ 174,566	77.6%	60.0%	\$ 135,000	\$ (39,566)
QC/QA/PRELIM ENG & PERMITTING (INCLUDED IN SCHEMATICS)	05	N/A	N/A	\$ -	N/A	0.0%	N/A	N/A
SURVEY-TOPO-AERIAL LOW/HIGH	06	0.30%	\$ 54,000	\$ 44,872	83.1%	70.0%	\$ 37,800	\$ (7,072)
SURVEY-ROW-MAPS	07	0.40%	\$ 72,000	\$ 21,997	30.6%	5.0%	\$ 3,600	\$ (18,397)
ROW PROPERTY ACQUISITION SERVICES	08	0.80%	\$ 144,000	\$ 27,700	19.2%	2.0%	\$ 2,880	\$ (24,820)
PS&E / GEOTECHNICAL	15	6.50%	\$ 1,170,000	\$ -	0.0%	0.0%	\$ -	\$ -
TOTALS		13.21%	\$ 2,377,800	\$ 497,236	20.9%	15.9%	\$ 377,640	\$ (119,596)

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10.43 Table 7-36. Project Cost Evaluation - 0040 Sect. A (W)

Project Section: Section A West Project Code: 0040 Project Description: An approximate 8.3-mile new location toll road from the western end of the Modified TCC extending west and north to US 83, west of Showers Rd Projected Construction Cost: \$ 79,296,000 (from PMC Strategic Plan) Length (Miles): 8.30								
Consultant Services (Tasks)	Task Code	PMC Projected Industry Standard Fee % of Construction Cost	PMC Projected Total Industry Standard Fees to Perform Services	Total Fees Expended (Incl. Prog./Proj. Mgt.) From HCRMA Inception to 12/31/2011	PMC % of Total Project Industry Standard Fee Expended	PMC Estimated % Completion of Contract Deliverables	Value in \$USD Received from Project Deliverables Based on Projected Industry Standard Fee	Deviation in \$USD from the Projected Industry Standard Fee (A \$0 Deviation Meets Industry Standard)
	N/A	Percent	\$USD	\$USD	Percent	Percent	\$USD	\$USD
PROGRAM/PROJ. MGT	00	3.01%	\$ 2,386,810	\$ 328,700	13.8%	20.0%	\$ 477,362	\$ 148,662
PROJECT PLANNING	01	0.25%	\$ 198,240	\$ 67,500	34.0%	40.0%	\$ 79,296	\$ 11,796
ENVIRONMENTAL	03	0.70%	\$ 555,072	\$ 149,988	27.0%	30.0%	\$ 166,522	\$ 16,534
SCHEMATIC/DRAINAGE/UTILITIES	04	1.25%	\$ 991,200	\$ 435,691	44.0%	50.0%	\$ 495,600	\$ 59,909
QC/QA/PRELIM ENG & PERMITTING (INCLUDED IN SCHEMATICS)	05	N/A	N/A	\$ -	N/A	0.0%	N/A	N/A
SURVEY-TOPO-AERIAL LOW/HIGH	06	0.30%	\$ 237,888	\$ 134,617	56.6%	70.0%	\$ 166,522	\$ 31,905
SURVEY-ROW-MAPS	07	0.40%	\$ 317,184	\$ 37,500	11.8%	5.0%	\$ 15,859	\$ (21,641)
ROW PROPERTY ACQUISITION SERVICES	08	0.80%	\$ 634,368	\$ 83,100	13.1%	2.0%	\$ 12,687	\$ (70,413)
PS&E / GEOTECHNICAL	15	6.50%	\$ 5,154,240	\$ -	0.0%	0.0%	\$ -	\$ -
TOTALS		13.21%	\$ 10,475,002	\$ 1,237,096	11.8%	13.5%	\$ 1,413,848	\$ 176,752

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10.44 Table 7-37. Project Cost Evaluation - 0050 La Joya Rel Rte

Project Section: La Joya Relief Route Project Code: 0050 Project Description: An approximate 14.0-mile new relief route along US 83, extending from 0.5 miles west of Showers Road to 2.3 miles west of the Hidalgo/Starr county line. Review of historic cost documentation was only for the Phase I portion of the project, which is from 0.5 miles west of Showers Road to 1.89 Miles East of FM 886, for a total 8.3 Miles. Projected Construction Cost: \$ 76,490,566 (from PMC Strategic Plan) Length (Miles): 8.30								
Consultant Services (Tasks)	Task Code	PMC Projected Industry Standard Fee % of Construction Cost	PMC Projected Total Industry Standard Fees to Perform Services	Total Fees Expended (Incl. Prog./Proj. Mgt.) From HCRMA Inception to 12/31/2011	PMC % of Total Project Industry Standard Fee Expended	PMC Estimated % Completion of Contract Deliverables	Value in \$USD Received from Project Deliverables Based on Projected Industry Standard Fee	Deviation in \$USD from the Projected Industry Standard Fee (A \$0 Deviation Meets Industry Standard)
	N/A	Percent	\$USD	\$USD	Percent	Percent	\$USD	\$USD
PROGRAM/PROJ. MGT	00	3.01%	\$ 2,302,366	\$ -	0.0%	0.0%	\$ -	\$ -
PROJECT PLANNING (PASS THRU APPL)	01	0.25%	\$ 191,226	\$ 25,000	13.1%	13.1%	\$ 25,000	\$ -
ENVIRONMENTAL	03	0.70%	\$ 535,434	\$ -	0.0%	0.0%	\$ -	\$ -
SCHEMATIC/DRAINAGE/UTILITIES	04	1.25%	\$ 956,132	\$ -	0.0%	0.0%	\$ -	\$ -
QC/QA/PRELIM ENG & PERMITTING (INCLUDED IN SCHEMATICS)	05	N/A	N/A	\$ -	N/A	0.0%	N/A	N/A
SURVEY-TOPO-AERIAL LOW/HIGH	06	0.30%	\$ 229,472	\$ -	0.0%	0.0%	\$ -	\$ -
SURVEY-ROW-MAPS	07	0.40%	\$ 305,962	\$ -	0.0%	0.0%	\$ -	\$ -
ROW PROPERTY ACQUISITION SERVICES	08	0.80%	\$ 611,925	\$ -	0.0%	0.0%	N/A	N/A
PS&E / GEOTECHNICAL	15	6.50%	\$ 4,971,887	\$ -	0.0%	0.0%	\$ -	\$ -
TOTALS		13.21%	\$ 10,104,404	\$ 25,000	0.2%	0.2%	\$ 25,000	\$ -

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10.45 Table 7-38. Project Cost Evaluation - 0060 Sect. C

Project Section: Section C Project Code: 0060 Project Description: An approximate 29.9-mile new location toll road extending northward from Section A (West) to near the intersection of FM 2058 and Mile 14 Road, and then easterly to US 281 south of FM 162 (El Cibolo Road) Projected Construction Cost: \$ 286,560,000 (from PMC Strategic Plan) Length (Miles): 29.90								
Consultant Services (Tasks)	Task Code	PMC Projected Industry Standard Fee % of Construction Cost	PMC Projected Total Industry Standard Fees to Perform Services	Total Fees Expended (Incl. Prog./Proj. Mgt.) From HCRMA Inception to 12/31/2011	PMC % of Total Project Industry Standard Fee Expended	PMC Estimated % Completion of Contract Deliverables	Value in \$USD Received from Project Deliverables Based on Projected Industry Standard Fee	Deviation in \$USD from the Projected Industry Standard Fee (A \$0 Deviation Meets Industry Standard)
	N/A	Percent	\$USD	\$USD	Percent	Percent	\$USD	\$USD
PROGRAM/PROJ. MGT	00	3.01%	\$ 8,625,456	\$ 1,187,855	13.8%	10.0%	\$ 862,546	\$ (325,309)
PROJECT PLANNING	01	0.25%	\$ 716,400	\$ 125,000	17.4%	30.0%	\$ 214,920	\$ 89,920
ENVIRONMENTAL	03	0.70%	\$ 2,005,920	\$ 288,809	14.4%	15.0%	\$ 300,888	\$ 12,079
SCHEMATIC/DRAINAGE/UTILITIES	04	1.25%	\$ 3,582,000	\$ 1,121,838	31.3%	30.0%	\$ 1,074,600	\$ (47,238)
QC/QA/PRELIM ENG & PERMITTING (INCLUDED IN SCHEMATICS)	05	N/A	N/A	\$ -	N/A	0.0%	N/A	N/A
SURVEY-TOPO-AERIAL LOW/HIGH	06	0.30%	\$ 859,680	\$ 52,000	6.0%	5.0%	\$ 42,984	\$ (9,016)
SURVEY-ROW-MAPS	07	0.40%	\$ 1,146,240	\$ -	0.0%	0.0%	\$ -	\$ -
ROW PROPERTY ACQUISITION SERVICES	08	0.80%	\$ 2,292,480	\$ 137,000	6.0%	5.0%	\$ 114,624	\$ (22,376)
PS&E / GEOTECHNICAL	15	6.50%	\$ 18,626,400	\$ -	0.0%	0.0%	\$ -	\$ -
TOTALS		13.21%	\$ 37,854,576	\$ 2,912,503	7.7%	6.9%	\$ 2,610,562	\$ (301,940)

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10.46 Table 7-39. Project Cost Evaluation - 0070 Sect. D

Project Section: Section D Project Code: 0070 Project Description: An approximate 19.8-mile new location toll road extending from Section C in the vicinity of US 281, north of FM 2812, and paralleling FM 2812 to just west of Val Verde Road to US 83 near FM 1425 Projected Construction Cost: \$ 191,040,000 (from PMC Strategic Plan) Length (Miles): 19.80								
Consultant Services (Tasks)	Task Code	PMC Projected Industry Standard Fee % of Construction Cost	PMC Projected Total Industry Standard Fees to Perform Services	Total Fees Expended (Incl. Prog./Proj. Mgt.) From HCRMA Inception to 12/31/2011	PMC % of Total Project Industry Standard Fee Expended	PMC Estimated % Completion of Contract Deliverables	Value in \$USD Received from Project Deliverables Based on Projected Industry Standard Fee	Deviation in \$USD from the Projected Industry Standard Fee (A \$0 Deviation Meets Industry Standard)
	N/A	Percent	\$USD	\$USD	Percent	Percent	\$USD	\$USD
PROGRAM/PROJ. MGT	00	3.01%	\$ 5,750,304	\$ 791,903	13.8%	10.0%	\$ 575,030	\$ (216,873)
PROJECT PLANNING	01	0.25%	\$ 477,600	\$ 125,000	26.2%	30.0%	\$ 143,280	\$ 18,280
ENVIRONMENTAL	03	0.70%	\$ 1,337,280	\$ 132,236	9.9%	5.0%	\$ 66,864	\$ (65,372)
SCHEMATIC/DRAINAGE/UTILITIES	04	1.25%	\$ 2,388,000	\$ 582,241	24.4%	30.0%	\$ 716,400	\$ 134,159
QC/QA/PRELIM ENG & PERMITTING (INCLUDED IN SCHEMATICS)	05	N/A	N/A	\$ -	N/A	0.0%	N/A	N/A
SURVEY-TOPO-AERIAL LOW/HIGH	06	0.30%	\$ 573,120	\$ 50,000	8.7%	5.0%	\$ 28,656	\$ (21,344)
SURVEY-ROW-MAPS	07	0.40%	\$ 764,160	\$ -	0.0%	0.0%	\$ -	\$ -
ROW PROPERTY ACQUISITION SERVICES	08	0.80%	\$ 1,528,320	\$ 50,000	3.3%	2.0%	\$ 30,566	\$ (19,434)
PS&E / GEOTECHNICAL	15	6.50%	\$ 12,417,600	\$ -	0.0%	0.0%	\$ -	\$ -
TOTALS		13.21%	\$ 25,236,384	\$ 1,731,380	6.9%	6.2%	\$ 1,560,796	\$ (170,584)

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10.47 Table 7-40. Project Cost Evaluation - 0080 Sect. F

Project Section: Section F Project Code: 0080 Project Description: An approximate 22.0-mile new location toll road extending easterly from Section D near FM 2812 west of Val Verde Road to US 83 near FM 1425 Projected Construction Cost: \$ 211,200,000 (from PMC Strategic Plan) Length (Miles): 22.00								
Consultant Services (Tasks)	Task Code	PMC Projected Industry Standard Fee % of Construction Cost	PMC Projected Total Industry Standard Fees to Perform Services	Total Fees Expended (Incl. Prog./Proj. Mgt.) From HCRMA Inception to 12/31/2011	PMC % of Total Project Industry Standard Fee Expended	PMC Estimated % Completion of Contract Deliverables	Value in \$USD Received from Project Deliverables Based on Projected Industry Standard Fee	Deviation in \$USD from the Projected Industry Standard Fee (A \$0 Deviation Meets Industry Standard)
	N/A	Percent	\$USD	\$USD	Percent	Percent	\$USD	\$USD
PROGRAM/PROJ. MGT	00	3.01%	\$ 6,357,120	\$ 875,471	13.8%	10.0%	\$ 635,712	\$ (239,759)
PROJECT PLANNING	01	0.25%	\$ 528,000	\$ 150,000	28.4%	30.0%	\$ 158,400	\$ 8,400
ENVIRONMENTAL	03	0.70%	\$ 1,478,400	\$ 55,428	3.7%	5.0%	\$ 73,920	\$ 18,492
SCHEMATIC/DRAINAGE/UTILITIES	04	1.25%	\$ 2,640,000	\$ 1,195,754	45.3%	30.0%	\$ 792,000	\$ (403,754)
QC/QA/PRELIM ENG & PERMITTING (INCLUDED IN SCHEMATICS)	05	N/A	N/A	\$ -	N/A	0.0%	N/A	N/A
SURVEY-TOPO-AERIAL LOW/HIGH	06	0.30%	\$ 633,600	\$ -	0.0%	0.0%	\$ -	\$ -
SURVEY-ROW-MAPS	07	0.40%	\$ 844,800	\$ -	0.0%	0.0%	\$ -	\$ -
ROW PROPERTY ACQUISITION SERVICES	08	0.80%	\$ 1,689,600	\$ -	0.0%	0.0%	\$ -	\$ -
PS&E / GEOTECHNICAL	15	6.50%	\$ 13,728,000	\$ -	0.0%	0.0%	\$ -	\$ -
TOTALS		13.21%	\$ 27,899,520	\$ 2,276,653	8.2%	6.0%	\$ 1,660,032	\$ (616,621)

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10.48 Table 7-41. Project Cost Evaluation - 0090 Sect. E

Project Section: Section E Project Code: 0090 Project Description: An approximate 12.9-mile facility extending from the junction of Section F and US 83 south then westerly to the end of the Donna leg of the Modified IBTC at FM 493 Projected Construction Cost: \$ 123,552,000 (from PMC Strategic Plan) Length (Miles): 12.90								
Consultant Services (Tasks)	Task Code	PMC Projected Industry Standard Fee % of Construction Cost	PMC Projected Total Industry Standard Fees to Perform Services	Total Fees Expended (Incl. Prog./Proj. Mgt.) From HCRMA Inception to 12/31/2011	PMC % of Total Project Industry Standard Fee Expended	PMC Estimated % Completion of Contract Deliverables	Value in \$USD Received from Project Deliverables Based on Projected Industry Standard Fee	Deviation in \$USD from the Projected Industry Standard Fee (A \$0 Deviation Meets Industry Standard)
	N/A	Percent	\$USD	\$USD	Percent	Percent	\$USD	\$USD
PROGRAM/PROJ. MGT	00	3.01%	\$ 3,718,915	\$ 512,151	13.8%	10.0%	\$ 371,892	\$ (140,259)
PROJECT PLANNING	01	0.25%	\$ 308,880	\$ 150,000	48.6%	30.0%	\$ 92,664	\$ (57,336)
ENVIRONMENTAL	03	0.70%	\$ 864,864	\$ 55,959	6.5%	5.0%	\$ 43,243	\$ (12,716)
SCHEMATIC/DRAINAGE/UTILITIES	04	1.25%	\$ 1,544,400	\$ 676,080	43.8%	30.0%	\$ 463,320	\$ (212,760)
DESIGN/PERMITTING & PERMITTING (INCLUDED IN SCHEMATICS)	05	N/A	N/A	\$ -	N/A	0.0%	N/A	N/A
SURVEY-TOPO-AERIAL LOW/HIGH	06	0.30%	\$ 370,656	\$ -	0.0%	0.0%	\$ -	\$ -
SURVEY-ROW-MAPS	07	0.40%	\$ 494,208	\$ -	0.0%	0.0%	\$ -	\$ -
ROW PROPERTY ACQUISITION SERVICES	08	0.80%	\$ 988,416	\$ -	0.0%	0.0%	\$ -	\$ -
PS&E / GEOTECHNICAL	15	6.50%	\$ 8,030,880	\$ -	0.0%	0.0%	\$ -	\$ -
TOTALS		13.21%	\$ 16,321,219	\$ 1,394,189	8.5%	6.0%	\$ 971,119	\$ (423,071)

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Attachment No. 2

10.5 Table 6-1. Project Costs by Firm – Summary

NO.	ADMINISTRATIVE EXPENSES	TOTAL
01	AMADEO SAENZ APPRECIATION DINNER	\$ 200
02	BORDER TRADE ALLIANCE	\$ 375
03	CENTER FOR PUBLIC MANAGEMENT	\$ 270
04	COPY ZONE	\$ 1,167
05	DENNIS BURLESON	\$ 6,392
06	FED EX	\$ 314
07	FORREST RUNNELS	\$ 132
08	HCRMA	\$ 39,949
09	HIDALGO COUNTY	\$ 90,822
10	HIDALGO CO. MPO	\$ 4,487
11	IBTTA	\$ 5,050
12	JUAN MALDONADO	\$ 2,548
13	LA JOYA ISD	\$ 375
14	LRGVDC	\$ 271,638
15	LRGVDC METRO	\$ 400
16	MCALLEN CHAMBER OF COMMERCE	\$ 50
17	MCALLEN ECON. DEV. CORP	\$ 15,000
18	MICHAEL G. CANO	\$ 3,540
19	MISSION EDA	\$ 150
20	OFFICE DEPOT	\$ 2,373
21	PREMIER AWARDS	\$ 24
22	RAMON GARCIA	\$ 636
23	RAMIRO SALAZAR	\$ 7,024
24	RGV MOBILITY TASK FORCE	\$ 7,500
25	RICARDO PEREZ	\$ 7,163
26	TEAM TEXAS	\$ 2,375
27	THE MONITOR	\$ 2,187
28	TML GOV RISK POOL	\$ 2,183
29	TTI-F10	\$ 1,000
30	TTI-F09	\$ 800
31	VERIZON	\$ 3,365
	SUB TOTAL (01 - 31)	\$ 479,488

Note: Table Continued on Next Page...

10.6 Table 6-1. Project Costs by Firm – Summary (Continued)

NO.	VENDOR / FIRM	TOTAL
32	BLANTON & ASSOCIATES	\$ 9,984
33	C&M ASSOCIATES	\$ 1,365,039
34	CENTER FOR PUBLIC MANAGEMENT	\$ 270
35	DANIEL G. RIOS (ATTY.)	\$ 60,798
36	DANNENBAUM ENG. CORP. (PMC)	\$ 270,646
37	DOS LAND SURVEYING	\$ 40,000
38	ENTECH CIVIL ENGINEERS	\$ 166,623
39	FIRST SOUTHWEST	\$ 29,880
40	HIDALGO CO. ROAD BUILDERS	\$ 5,167,485
41	H&L ENGINEERING & TESTING, INC.	\$ 10,000
42	INTEG CORPORATION	\$ 235,313
43	J E SAENZ & ASSOCIATES ENG.	\$ 2,200,000
44	LEONEL GARZA JR. &	\$ 17,500
45	L&G CONSULTING ENG.	\$ 8,677,807
46	LONG CHILTON, LLP	\$ 55,000
47	OWENS CONSULTING (EXEC. DIR.)	\$ 183,339
48	PAS PROPERTY ACQUISITION SERV	\$ 589,000
49	PBS&J (ATKINS)	\$ 1,568,377
50	PSE PAVEMENT SYSTEMS ENG.	\$ 13,650
51	RBC CAPITAL MARKETS	\$ 70,617
52	RODS SURVEYING	\$ 602,725
53	SAN JACINTO ENTERPRISE LLC	\$ 500,000
54	S&B INFRASTRUCTURE	\$ 703,667
55	SALINAS, ALLEN & SCHMITT, LLP	\$ 57,984
56	TRPSA ATTORNEY AT LAW	\$ 735,776
57	TUGGEY FERNANDEZ, LLP	\$ 135,343
58	VICTOR O SCHINERER	\$ 6,873
59	VINSON & ELKINS	\$ 48,624
60	WILBUR SMITH ASSOCIATES	\$ 40,909
	SUB TOTAL (32 - 60)	\$ 23,563,228
	TOTAL (01 - 60)	\$ 24,042,716

This table excludes debt service payments to First National Bank totaling \$3,160,931 which would bring the total expenses by the HCRMA as of December 31, 2011 to \$27,203,377.

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10.9 Table 7-2. Project Costs by Firm – 0000 Gen Mgt (G&A Expenses)

FIRMS	GEN MGT (HCRMA G&A Costs)
	0000
AMADEO SAENZ APPRECIATION DINNER	\$200
BORDER TRADE ALLIANCE	\$375
CENTER FOR PUBLIC MANAGEMENT	\$270
COPY ZONE	\$1,167
DANIEL G. RIOS	\$60,798
DENNIS BURLESON	\$6,392
FED EX	\$314
FORREST RUNNELS	\$132
HCRMA	\$39,949
HIDALGO COUNTY	\$90,822
IBTTA	\$5,050
JUAN MALDONADO	\$2,548
LA JOYA ISD	\$375
LONG CHILTON, LLP	\$55,000
LRGVDC	\$102,445
MCALLEN CHAMBER OF COMMERCE	\$50
MICHAEL G. CANO	\$3,540
MISSION EDA	\$150
OFFICE DEPOT	\$2,373
RAMON GARCIA	\$636
RAMIRO SALAZAR	\$7,024
RGV MOBILITY TASK FORCE	\$7,500
RICARDO PEREZ	\$7,163
SALINAS, ALLEN & SCHMITT, LLP	\$57,984
TEAM TEXAS	\$2,375
THE MONITOR	\$2,187
TML GOV RISK POOL	\$2,183
TTI-F10	\$1,000
TTI-F09	\$800
TRPSA ATTORNEY AT LAW	\$735,776
TUGGEY FERNANDEZ, LLP	\$135,343
VERIZON	\$3,365
VICTOR O SCHINERER	\$6,873
VINSON & ELKINS	\$48,624
TOTAL	\$1,390,782

10.10 Table 7-3. Project Costs by Firm - 0000 Gen Mgt (Special Consultants, Traffic and Revenue Studies, Financial Advisors)

FIRMS	GEN MGT (Spec. Consult., T&R, and Fin. Advisors)
	0000
C&M ASSOCIATES	\$1,365,039
DANNENBAUM	\$270,646
FIRST SOUTHWEST	\$29,880
HIDALGO CO. MPO	\$4,487
INTEG CORPORATION	\$235,313
L&G CONSULTING ENG.	\$11,825
LRGVDC	\$169,193
LRGVDC METRO	\$400
MCALLEN ECONOMIC DEV. CORP	\$15,000
OWENS CONSULTING	\$183,339
PREMIER AWARDS	\$24
RBC CAPITAL MARKETS	\$70,617
S&B INFRASTRUCTURE	\$1,706
WILBUR SMITH ASSOCIATES	\$40,909
TOTAL	\$2,398,377

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10.11 Table 7-4. Project Costs by Firm - 0010 IBTC

FIRMS	IBTC GEN
	0010
ENTECH CIVIL ENGINEERS	\$38,465
HIDALGO CO. ROAD BUILDERS	\$599,344
H&L ENGINEERING & TESTING, INC.	\$3,533
J E SAENZ & ASSOCIATES ENG.	\$662,167
LEONEL GARZA JR. &	\$15,575
L&G CONSULTING ENG.	\$1,655,255
PBS&J (ATKINS)	\$417,848
PSE PAVEMENT SYSTEMS ENG.	\$4,823
RODS SURVEYING	\$46,280
SAN JACINTO ENTERPRISE LLC	\$111,250
S&B INFRASTRUCTURE	\$149,489
TOTAL	\$3,704,029

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10.12 Table 7-5. Project Costs by Firm - 0014 IBTC - US 83 Conn. to SH 495

FIRMS	IBTC SEG4
	0014
HIDALGO CO. ROAD BUILDERS	\$43,525
L&G CONSULTING ENG.	\$32,500
PBS&J (ATKINS)	\$53,423
S&B INFRASTRUCTURE	\$552,472
TOTAL	\$681,920

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10.13 Table 7-6. Project Costs by Firm - 0020 US 281

FIRMS	US 281 GEN
	0020
HIDALGO CO. ROAD BUILDERS	\$56,113
L&G CONSULTING ENG.	\$38,773
PAS PROPERTY ACQUISITION SERV	\$68,340
PBS&J (ATKINS)	\$107,017
RODS SURVEYING	\$76,283
SAN JACINTO ENTERPRISE LLC	\$21,250
TOTAL	\$367,777

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10.14 Table 7-7. Project Costs by Firm - 0030 TCC

FIRMS	TCC GEN
	0030
BLANTON & ASSOCIATES	\$8,087
DOS LAND SURVEYING	\$32,400
ENTECH CIVIL ENGINEERS	\$19,596
HIDALGO CO. ROAD BUILDERS	\$569,804
H&L ENGINEERING & TESTING, INC.	\$1,800
J E SAENZ & ASSOCIATES ENG.	\$354,500
LEONEL GARZA JR. &	\$1,925
L&G CONSULTING ENG.	\$865,077
PAS PROPERTY ACQUISITION SERV	\$172,860
PBS&J (ATKINS)	\$421,702
PSE PAVEMENT SYSTEMS ENG.	\$2,457
RODS SURVEYING	\$198,672
SAN JACINTO ENTERPRISE LLC	\$67,500
TOTAL	\$2,716,379

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10.15 Table 7-8. Project Costs by Firm - 0030A TCC - GSA Conn.

FIRMS	GSA/ANZ OPTION
	0030A
HIDALGO CO. ROAD BUILDERS	\$128,005
L&G CONSULTING ENG.	\$2,581,119
TOTAL	\$2,709,124

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10.16 Table 7-9. Project Costs by Firm - 0033 TCC - Seg 3

FIRMS	TCC SEG3
	0033
BLANTON & ASSOCIATES	\$1,897
DOS LAND SURVEYING	\$7,600
ENTECH CIVIL ENGINEERS	\$3,629
HIDALGO CO. ROAD BUILDERS	\$74,614
H&L ENGINEERING & TESTING, INC.	\$333
J E SAENZ & ASSOCIATES ENG.	\$66,667
L&G CONSULTING ENG.	\$157,796
PAS PROPERTY ACQUISITION SERV	\$40,200
PBS&J (ATKINS)	\$86,673
PSE PAVEMENT SYSTEMS ENG.	\$455
RODS SURVEYING	\$44,872
SAN JACINTO ENTERPRISE LLC	\$12,500
TOTAL	\$497,236

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10.17 Table 7-10. Project Costs by Firm - 0040 Sect. A (W)

FIRMS	SEC A GEN
	0040
ENTECH CIVIL ENGINEERS	\$10,886
HIDALGO CO. ROAD BUILDERS	\$328,700
H&L ENGINEERING & TESTING, INC.	\$1,000
J E SAENZ & ASSOCIATES ENG.	\$200,000
L&G CONSULTING ENG.	\$273,914
PAS PROPERTY ACQUISITION SERV	\$120,600
PBS&J (ATKINS)	\$128,514
PSE PAVEMENT SYSTEMS ENG.	\$1,365
RODS SURVEYING	\$134,617
SAN JACINTO ENTERPRISE LLC	\$37,500
TOTAL	\$1,237,096

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10.18 Table 7-11. Project Costs by Firm - 0050 La Joya Rel Rte

FIRMS	LA JOYA GEN
	0050
L&G CONSULTING ENG.	\$25,000
TOTAL	\$25,000

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10.19 Table 7-12. Project Costs by Firm - 0060 Sect. C

FIRMS	SEC C GEN
	0060
ENTECH CIVIL ENGINEERS	\$36,288
HIDALGO CO. ROAD BUILDERS	\$1,187,855
H&L ENGINEERING & TESTING, INC.	\$3,333
J E SAENZ & ASSOCIATES ENG.	\$366,667
L&G CONSULTING ENG.	\$773,943
PAS PROPERTY ACQUISITION SERV	\$137,000
PBS&J (ATKINS)	\$225,867
PSE PAVEMENT SYSTEMS ENG.	\$4,550
RODS SURVEYING	\$52,000
SAN JACINTO ENTERPRISE LLC	\$125,000
TOTAL	\$2,912,503

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10.20 Table 7-13. Project Costs by Firm - 0070 Sect. D

FIRMS	SEC D GEN
	0070
HIDALGO CO. ROAD BUILDERS	\$791,903
J E SAENZ & ASSOCIATES ENG.	\$550,000
L&G CONSULTING ENG.	\$75,107
PAS PROPERTY ACQUISITION SERV	\$50,000
PBS&J (ATKINS)	\$89,370
RODS SURVEYING	\$50,000
SAN JACINTO ENTERPRISE LLC	\$125,000
TOTAL	\$1,731,380

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10.21 Table 7-14. Project Costs by Firm - 0080 Sect. F

FIRMS	SEC F GEN
	0080
ENTECH CIVIL ENGINEERS	\$57,759
HIDALGO CO. ROAD BUILDERS	\$875,471
L&G CONSULTING ENG.	\$1,324,456
PBS&J (ATKINS)	\$18,967
TOTAL	\$2,276,653

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10.22 Table 7-15. Project Costs by Firm - 0090 Sect. E

FIRMS	SEC E GEN
	0090
HIDALGO CO. ROAD BUILDERS	\$512,151
L&G CONSULTING ENG.	\$863,042
PBS&J (ATKINS)	\$18,997
TOTAL	\$1,394,189

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Attachment No. 3

8.0 Summary of Findings

After gathering and organizing all of the available data and reviewing all of the technical project deliverables as well as numerous meetings with consultants; agencies and HCRMA Board Members the following is a summary list of the PMC's overall findings:

- The HCRMA hired Hidalgo County Road Builders (HCRB) to be the agent; future developer by maximum guaranteed maximum price; overall program manager and individual section project manager for each segment; provide planning; environmental; preliminary and final engineering; survey (topo); survey (R.O.W); right-of-way (R.O.W); acquisition services; handle utility research and assist HCRMA in purchasing of land and relocation of utilities for the entire loop Section A, B, C and D. The environmental services were later removed from the HCRB Contract and the HCRMA assigned Atkins of North America, Inc. (formerly PBS&J) contract for all environmental services. The total contract price for the above services was \$46,556,715 and later reduced to \$43,865,715 to account for removal of the environmental. Later Section E and F were added and the contract was increased to \$54,527,715.
- The fixed fee contract contained \$4,734,387 for Program Management.
- The fixed fee contract, also, contained a \$4,232,428; risk and contingency fund.
- The risk and contingency fund was to cover cost overruns (increases) for any of the services described above. HCRB agreed by signing this contract to be the Program Manager providing "Program Management Services" implying it was for all aspects of the project. HCRB was also performing individual section project management for individual projects. The information provided did not allow the PMC to distinguish between Program Management and Individual Section Project Management.
- It is the PMC's opinion that the technical deliverables submitted were preliminary in nature and are technically adequate; and that the HCRMA received adequate value from these documents.
- The remaining tasks and projected cost to perform those tasks can be found in the strategic plan located in the Capital Improvement Plan.
- The PMC's opinion differs is that the HCRB contract should be reviewed as a professional services contract due to the fact that the HCRB contract was procured utilizing the professional services procurement act regulations and the majority (if not all) of the

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expenditures were on professional services. As a result, reviewing the HCRB contract for value utilizing the PMC's stated approach is valid.

- Since the HCRMA was a new agency with no staff, it is the opinion of the PMC that this would imply that the HCRB would also be the HCRMA's staff and produce the industry standard items typically included in a program management contract (i.e. document control standards).
- HCRB contract stated they would follow all rules normally included in a standard TxDOT Pass-Thru Agreement.
- TxDOT Pass-Thru Agreements require the HCRMA prepare and obtain approval of a project management plan as well as a QA/QC plan for design and construction. TxDOT will not review any pass-thru documents or provide any reimbursement without approval of these plans.
- The PMC found no evidence that Project Management or QA/QC Plans were prepared and/or presented to the Board for formal adoption.
- The PMC found no evidence of preparation of a Public Outreach Plan as outlined in the HCRB contract. It should be noted that HCRB did hold numerous public meetings in accordance with TxDOT/FHWA environmental requirements.
- The PMC found no evidence that the HCRMA or any consultant hired by the HCRMA had set up document, financial or any form of project controls which would typically be done by HCRMA staff or a Program Manager.
- The PMC received no documents providing evidence or level of effort expended by HCRB to pursue legislative efforts to clean up the RMA statute and the TRZ statute to clarify financing opportunities.
- The PMC received no documents providing evidence or level of effort expended by HCRB to obtain resolutions of support from the relevant cities to adopt truck ordinances.
- The PMC received no documents providing evidence or level of effort expended by HCRB to create a County right-of-way plan.
- The PMC received no documents providing evidence or level of effort expended by HCRB to develop a strategic plan.
- HCRB was required by contract to obtain approval of all their subconsultant contracts by the Authority before execution by HCRB, and before subconsultants were to begin work. The PMC requested copies of HCRB's subconsultant contracts, but Pate Transportation Partners (acting on behalf of HCRB) took the position that documents in the possession of HCRB's subconsultants were not public information, however PMC received said documents on

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May 16, 2012 from HCRB. The HCRMA approved payments that contained subconsultant fees, which could constitute approval of said subconsultant contracts.

- The HCRMA contracted Everett Owens, P.E., for transportation planning; finance and project implementation services including contract negotiations during the majority of the time the HCRB contract was active. Mr. Owen stated that just three (3) days before the phone call he had disposed of all of his HCRMA files.
- The PMC found no evidence that any of the HCRMA's contracted firms made sure the newly created HCRMA had files and documents for its own use. This would have been a normal task by a program manager, and it is the opinion of the PMC that any firm contracted to perform Program Management Services should have assisted the HCRMA in this task.
- When both HCRB and Owen Everett contracts were terminated, both parties left with all documents and the HCRMA was left with no files, only project deliverables. As a result, it is very difficult for the PMC or anyone else to truly understand the facts or any changes that might have occurred.
- All of the PMC's evaluation had to be accomplished utilizing prime consultant contracts; project deliverables; project invoices and files provided by L&G Consultant Engineers, Inc. and Atkins of North America. The files L&G's provided to the PMC strictly contained project deliverables and working files to derive those deliverables.
- It should be noted that when beginning the evaluation under the PMC WA No. 1, the PMC requested all information from the HCRMA's Legal Counsel for use in the evaluation. However, this request was deemed by Counsel to violate the client/attorney privilege and as a result only select information was provided.
- It is the opinion of the PMC that the overall program management was lacking which resulted in several inefficiencies because of a lack of proper program management that would have produced a complete record of: project management decisions, day-to-day files, and an a set of financial controls that would provide an organized listing of program expenditures.
- The PMC and First Southwest ran a comprehensive financial model for constructing and operating the IBTC, TCC, US 281 Military Overpass and the La Joya Relief Route(complete with operations and maintenance costs) that showed such an option was not financeable. This leaves the PMC with the opinion that much of the early project development was not planned in a fiscally sustainable manner.

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- The IBTC was found to be not financeable utilizing local funds and as a result the original strategy of constructing the IBTC first as a local project with the SH 365 / TCC being federalized and constructed with TxDOT Pass-Thru funds was not possible.
- As a result, the entire strategy had to be re-evaluated due to the need to construct the TCC first to take advantage of the TxDOT Pass-Thru Funds. However, without constructing the IBTC, the TCC would have no logical termini. The possibility of obtaining an environmental assessment (EA) designation by the FHWA would be in question.
- The HCRMA Board in March 2012 voted to adopt Strategy 08 (refer to the Capital Improvement Plan) which would have the TCC Modified now extend from US 281 / Military to the Anzalduas Bridge. The TCC Modified is projected to be operational by May 2017. The IBTC would be federalized with an EA and is projected to be shovel ready by July of 2016 and (if construction funds are available) will open for traffic in 2019.
- Deviation (Valuation) from the Projected Industry Standard Fee:
 - A very vigorous procedure was developed to determine the value of all project deliverables and associated task performed by all of the consultants from HCRMA creation thru 12/31/2011. To have some consistent basis for evaluation, the PMC used industry standard percentages of project construction cost for each project development task to determine the fee that would be expended if 100% of the work for that task was performed. The actual fees were compared to industry standard fees and reported as zero if the fee met the industry standard and if below industry standard reported as a negative deviation (value). The program management / individual project management was prorated to each segment and evaluated it within each project section. The result of that deviation (valuation) can be seen in Table 2-1. It is the PMC's opinion through the PMC's exhaustive review and analysis that the total value of the project deliverables (by various consultants) for the program was \$19,637,414. The HCRMA expended for the above services a total of \$20,253,287. As a result, it is in the opinion of the PMC that the HCRMA received a negative deviation (value) of (\$615,873) for the project deliverables which results in a negative value of 3%. It is the PMC's opinion that the calculation of deviation (value) mentioned above has a 10% to 15% accuracy based on the information available at the time of valuation. As a result, it is the opinion of the PMC that the negative evaluation for the overall project deliverables is within the level of accuracy of this type of valuation. However due to the tasks that were performed outside of the scope (which added value) considered along with the tasks that were not

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performed and should have been performed by a Program Manager (which removed value) provide a further drive the deviation from projected industry standard fee to a negative (\$1,240,873) (-6.1% of the funds expended).

Table 2-1. Summary of Project Cost Evaluation with Corresponding Deviation from Industry Standard Fee – From HCRMA Inception to 12/31/2011

Summary of Project Cost Evaluation with Corresponding Deviation from Industry Standard Fee – From HCRMA Inception to 12/31/2011 (Excluding HCRMA Administration/Legal/Accounting/Special Consultants/T&R Studies/Financial Advisors)										
Project Section	Project Code	PMC Projected Construction Cost From Strategic Plans	PMC Projected Industry Standard Fee % of Construction Cost	PMC Projected Total Industry Standard Fees to Perform Services	Total Fees Expended (Incl. Prog./Proj. Mgt.) From HCRMA Inception to 12/31/2011	PMC % of Total Project Industry Standard Fee Expended	PMC Estimated % Completion of Contract Deliverables	Value in \$USD Received from Project Deliverables Based on Projected Industry Standard Fee	Deviation in \$USD from the Projected Industry Standard Fee (A \$0 Deviation Meets Industry Standard)	% Deviated from Industry Standard (A 0% Deviation Meets Industry Standard)
		\$USD	Percent	\$USD	\$USD	Percent	Percent	\$USD	\$USD	Percent
International Bridge Trade Corridor (IBTC)	0010	\$ 144,586,615	13.7%	\$ 19,858,972	\$ 3,704,029	18.7%	18.2%	\$ 3,620,088	\$ (83,942)	-2.3%
International Bridge Trade Corridor (IBTC) (US 83/FM 495 Connector)(Jug Handles)	0014	\$ 10,500,000	14.1%	\$ 1,475,250	\$ 681,920	46.2%	49.5%	\$ 730,275	\$ 48,355	7.1%
US 281 Military Hwy Overpass	0020	\$ 13,536,866	14.0%	\$ 1,901,929	\$ 367,777	19.3%	17.5%	\$ 333,685	\$ (34,092)	-9.3%
SH 365 - Trade Corridor Connector (TCC) (Excluding GSA/Anzalduas Option)	0030	\$ 137,460,496	13.2%	\$ 18,158,530	\$ 2,716,379	15.0%	14.9%	\$ 2,712,096	\$ (4,284)	-0.2%
SH 365 - Trade Corridor Connector (TCC) (GSA/Anzalduas Option)	0030A	\$ 30,880,085	14.0%	\$ 4,322,441	\$ 2,709,124	62.7%	83.8%	\$ 3,622,273	\$ 913,149	33.7%
SH 365 - Trade Corridor Connector Seg 3 (Future Segment From FM 1016 to Anzalduas Rd)	0033	\$ 18,000,000	13.2%	\$ 2,377,800	\$ 497,236	20.9%	15.9%	\$ 377,640	\$ (119,596)	-24.1%
Section A West	0040	\$ 79,296,000	13.2%	\$ 10,475,002	\$ 1,237,096	11.8%	13.5%	\$ 1,413,848	\$ 176,752	14.3%
La Joya Relief Route	0050	\$ 76,490,566	13.2%	\$ 10,104,404	\$ 25,000	0.2%	0.2%	\$ 25,000	\$ -	0.0%
Section C	0060	\$ 286,560,000	13.2%	\$ 37,854,576	\$ 2,912,503	7.7%	6.9%	\$ 2,610,562	\$ (301,940)	-10.4%
Section D	0070	\$ 191,040,000	13.2%	\$ 25,236,384	\$ 1,731,380	6.9%	6.2%	\$ 1,560,796	\$ (170,584)	-9.9%
Section F	0080	\$ 211,200,000	13.2%	\$ 27,899,520	\$ 2,276,653	8.2%	6.0%	\$ 1,660,032	\$ (616,621)	-27.1%
Section E	0090	\$ 123,552,000	13.2%	\$ 16,321,219	\$ 1,394,189	8.5%	6.0%	\$ 971,119	\$ (423,071)	-30.3%
PROGRAM TOTAL		\$ 1,323,102,628	13.3%	\$ 175,986,027	\$ 20,253,287	11.5%	11.2%	\$ 19,637,414	\$ (615,873)	-3.0%
TOTAL DEVIATION FROM THE PROJECTED INDUSTRY STANDARD FEE (A \$0 DEVIATION MEETS INDUSTRY STANDARD)									\$ (615,873)	
I. SERVICES LISTED IN HCRB CONTRACT NOT NORMALLY PERFORMED WITHIN INDUSTRY STANDARD FEE									ADDITION TO DEVIATION	
1. Development of Transportation Reinvestment Zone (TRZ)									\$ 400,000	
2. TxDOT Pass Thru Application for TCC (SH 365)									\$ 25,000	
3. TxDOT Pass Thru Application for US 281/Military Overpass									\$ 25,000	
4. SIB Loan Application									\$ 25,000	
TOTAL ADDITION TO INDUSTRY STANDARD FEE DEVIATION									\$ 475,000	
II. SERVICES TYPICALLY PERFORMED UNDER PROGRAM MANAGEMENT THAT ARE NORMALLY WITHIN INDUSTRY STANDARD FEE BUT WERE NOT PERFORMED UNDER HCRB CONTRACT									REDUCTION TO DEVIATION	
1. Development/Implementation/Maintenance of Documents/Cost Controls										
2. Development of Strategic Plan										
3. Development of Project Management Plan (Required by TxDOT Pass Thru Agreement)										
4. Development of QC/QA Plan for Design and Construction (Required by TxDOT Pass Thru Agreement)										
5. Assist Newly Formed Agency in Developing Files and Operational Procedures										
TOTAL REDUCTION TO INDUSTRY STANDARD FEE DEVIATION									\$ (1,100,000)	
TOTAL ADJUSTMENT TO INDUSTRY STANDARD FEE DEVIATION									\$ (625,000)	
TOTAL ADJUSTED DEVIATION FROM THE PROJECTED INDUSTRY STANDARD FEE ASSUMING INDUSTRY STANDARD DEFINITION OF "PROGRAM MANAGER"									\$ (1,240,873)	-6.1%

Note: This Table Excludes G&A Expenses, Special Consultants, Traffic and Revenue Studies, Financial Advisors

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Item 3A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3A </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 6/12/12 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 6/20/12 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF PROFESSIONAL SERVICE AGREEMENT WITH TEDSI INFRASTRUCTURE AND WORK AUTHORIZATION NO. 1 FOR US 281/MILITARY HIGHWAY PROJECT**

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

Consideration and approval of Professional Service Agreement and Work Authorization No. 1 to allow for development of schematics (4 lanes), drainage studies and utility research for US 281/ Military Highway Overpass at SH 365 (TCC modified).

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

4. Budgeted: Yes X No N/A

Funding Source: Loop Fund

Maximum amount payable	\$1,430,733.00 (100%)
Work Order No. 1	<u>(\$ 142,735.06) (9.98%)</u>
Maximum fee balance	\$1,287,997.94 (90.02%)

5. Staff Recommendation: **Motion to approve Professional Service Agreement with TEDSI Infrastructure in the Maximum Payable Amount of \$1,430,733 and Work Authorization No.1 in the amount of \$142,735.06, leaving a maximum fee balance of \$1,287,997.94.**

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

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

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

9. Executive Director's Recommendation: X Approved Disapproved None



Memorandum

To: Dennis Burleson, Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: June 12, 2012
Re: **TEDSI Professional Service Agreement and Work Authorization No. 1**

Attached is the proposed Professional Engineering Design Service Agreement with TEDSI Infrastructure in the maximum payable amount of \$1,430,733.00. The design services proposed for award are to provide plans, specifications and estimates for the US 281/Military Highway Overpass at SH 365 (TCC Modified) from FM 2557 (Stewart Road) to Spur 600 (Pharr Bridge) and is in the amount of \$1,351,859. The remaining \$78,874 is for Surveying and parcel maps within the same project limits.

The engineer's level of effort of \$1,351,859.00 under the professional service agreement to provide route studies, schematics, drainage studies, geotechnical services, utilities and development of final plans, specifications, estimates and shop drawings for the overpass was evaluated and calculated to equate to 7.50% of the estimated construction cost of \$18,024,773. The fee for surveying and parcel maps of \$78,874 equates to 0.4% of the estimated construction cost.

TEDSI's tasks under Work Authorization No. 1 includes development of route studies, overpass schematics (4 lanes), drainage studies and utility research. The engineer's level of effort of \$142,735.06 to perform these tasks was also evaluated and calculated to equate to 9.98% of the maximum amount payable to TEDSI Infrastructure for plans, specifications and estimates.

Additionally, on June 11, 2012, the **Planning Committee** met and **recommended approval** of this item as proposed.

Based on review by this office, approval of the Professional Service Agreement is recommended to **TEDSI Infrastructure** in the maximum payable amount of **\$1,430,733** and Work Authorization No. 1 in the amount of **\$142,735.06** leaving a maximum fee balance of **\$1,287,997.94**.

Additionally, I have attached the level of effort for the proposed work authorization for your review and consideration.

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

Main Contract

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PROFESSIONAL ENGINEERING/DESIGN SERVICES

THIS CONTRACT FOR PROFESSIONAL ENGINEERING/DESIGN SERVICES is made by and between the Hidalgo County Regional Mobility Authority (the “Authority”) and TEDSI Infrastructure Group, Inc., herein after called “Engineer” for the purpose of contracting for engineering services (the “Agreement”).

WITNESSETH

WHEREAS, Government Code, Chapter 2254, Subchapter A, “Professional Services Procurement Act” provides for the procurement of professional services of engineers; and

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; engineering/design services and geotechnical services (the “Procurement”) for SH 365 Segment 3 at US 281 Military Highway;

WHEREAS, pursuant to the Procurement and 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 perform preliminary engineering including development of route studies schematics, drainage studies, geotechnical services, utilities and development of plans, specifications, and estimates (PS&E) for SH 365 Segment 3 at US 281 Military Highway;

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, the Texas Department of Transportation, and, if applicable, the Federal Highway Administration. Notwithstanding anything to the contrary in this agreement or in any other contract document relating to the project, in performing its work under this contract, 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 Engineer shall prepare a schedule of work, identified as Attachment B – Detailed Scope of Services and a schedule of work, identified as Attachment D – Work Schedule, attached hereto and made a part of this Agreement. The Detailed Scope of Services and the Work Schedule shall contain a complete schedule by task such that the Engineer’s Scope of Services under this Agreement can be accomplished within the

specified time and contract cost. The Work Schedule shall identify the task, the total maximum dollar amount payable for each task, and the time allotted to complete the job by the date or working days.

1.3 Attachment C – Fee Schedule shall identify the hourly rates for each job title.

ARTICLE II AGREEMENT PERIOD

After execution of this Agreement, the Engineer shall not proceed with the work until authorized in writing by the Authority to proceed. This Agreement shall terminate at the close of business on the “Termination Date”, as defined in Article XVI, unless extended by a supplement agreement duly executed by the Engineer and the Authority prior to the date of termination. Any work performed or cost incurred after the Termination Date, shall be ineligible for reimbursement.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT

3.1 The maximum amount payable under this Agreement is **\$1,430,733** unless modified as provided hereunder. All payments will be made in accordance with the hourly rates for each job title established in Attachment C-1.

3.2 The Engineer shall prepare and submit to the Authority an invoice and progress report stating the percent completion of the work accomplished during the billing period, including hours worked. The invoice and progress report shall contain sufficient detail such that the billing can be reviewed for compliance with both the Work Schedule and Fee Schedule.

3.3 The Authority reserves the right to withhold payment pending verification of satisfactory work.

3.4 **The Authority assumes 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 subsequent to the Termination Date.**

ARTICLE IV WORK AUTHORIZATIONS

4.1 The Authority will issue work authorizations, in the form identified and attached hereto as Attachment F – Work Authorization, to authorize the Engineer to provide one or more tasks. The amount payable for a work authorization shall be supported by the estimated cost of each task as described in the Work Authorization. The Work Authorization will not waive the Authority's or the Engineer's responsibilities and obligations established under this Agreement. The executed Work Authorization shall become part of this Agreement.

4.2 Upon satisfactory completion of the Work Authorization, the Engineer shall submit to the Authority for review and acceptance the deliverables as specified in the executed Work Authorization.

4.3 Work included in a Work Authorization shall not begin until the Authority and the Engineer have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The Engineer shall promptly notify the Authority of any event which will affect completion of the Work Authorization.

4.4 Unless otherwise authorized by the Authority and the Texas Department of Transportation, Work performed under this Agreement shall be developed in accordance with the latest version of the Texas Department of Transportation's manuals.

ARTICLE V PROGRESS

5.1 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 the work. Upon request by the Authority, the Engineer shall make presentations to the Authority's Board of Directors.

5.2 All Work produced or approved or otherwise created by the Engineer under this Agreement shall be transmitted to the Authority in the form of photocopy reproduction on a monthly basis and, if requested by the Authority, additionally transmitted to the Texas Department of Transportation each month. The originals of all Work shall remain property of the Authority.

5.3 Should the Authority determine that the progress in production of the work does not satisfy the work schedule, the Authority will review the Work Schedule with the Engineer to determine corrective action needed.

5.4 The Engineer shall promptly advise the Authority in writing of events which have a significant impact on the progress of work, including:

- (1) Problems, delays, or incomplete information which materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work by established deadline; and
- (2) Favorable developments or events which would enable meeting the Work Schedule sooner than anticipated.

ARTICLE VI SUSPENSION

6.1 The Authority may suspend the work by giving written notice to the Engineer of a minimum of ten (10) days prior to the date of suspension. The ten (10) day notice may be waived if approved in writing by both parties. The work will be reinstated and resumed in full force and effect within ten (10) days of receipt of written notice from the Authority to resume work.

6.2 If the Authority suspends the work, the Termination Date is not affected and the Agreement will terminate on the date specified, unless the Agreement is amended.

ARTICLE VII ADDITIONAL WORK

The Engineer shall not perform any additional work or incur any additional costs prior to the execution, by both parties, of a supplemental agreement. 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 of the work authorized in this Agreement or as amended.

ARTICLE VIII CHANGES IN WORK

8.1 If the Authority finds it necessary to request changes to previously satisfactory completed work or parts thereof which involve changes to the original scope of services, the Engineer shall make such revisions if requested and as directed by the Authority. This will be considered additional work and paid for as specified herein.

8.2 The Engineer shall make such revisions to the work to correct errors or omissions appearing therein, when required to do so by the Authority. No additional compensation will be paid for the correction of errors or omissions.

ARTICLE IX SUPPLEMENTAL AGREEMENTS

9.1 The terms of this Agreement may be modified by supplemental agreement if there has been a significant change in the scope, complexity, or character of the service to be

performed, or the duration of the work. Additional compensation, if appropriate, shall be identified as provided herein. Any supplemental agreement must be executed by both parties within the Agreement period.

9.2 No claim for extra work done or materials furnished shall be made by the Engineer until full execution of any supplemental agreement and authorization to proceed is issued by the Authority. The Authority reserves the right to withhold payment pending verification of satisfactory work performed.

ARTICLE X REQUIREMENTS

10.1 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 I, 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 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).

10.2 Where the Engineer or subconsultant is unable to certify to the statement in paragraph 10.1(1) above, the Engineer or subconsultant will be declared ineligible to enter into this Agreement or participate in the Project. Where the Engineer is unable to certify any of the statements in paragraphs 10.1(2), (3), and/or (4) above, the Engineer shall submit a written explanation to the Authority. The certificate or explanation will be considered in connection with the Authority's determination on whether to enter into this Agreement.

10.3 The Engineer shall provide immediate written notice to the Authority if at any time under the term of the Agreement, the Engineer or any subconsultants or subcontractors, present or future, learn that its Debarment Certification has become erroneous by reason of changed circumstance.

10.4 During the performance of this contract, the Engineer agrees as follows:

- (1) ***Compliance with Regulations:*** The Engineer shall comply with Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, CFR, Part 21, as may be amended from time to time; 23 CFR 710.405(B), as may be amended from time to time, and Executive Order 11246, titled “Equal Employment Opportunity”, as amended by Executive Order 11375 and as supplemented in the Department of Labor regulations (41 CFR Part 60) (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) ***Nondiscrimination:*** The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, national origin, age or handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
- (3) ***Solicitations for Subcontracts, Including of Material and Equipment:*** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age or handicap.
- (4) ***Information and Reports:*** The Engineer shall provide all information and reports required for auditing purposes by TxDOT or the US Office of Inspector General, or by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Authority, TxDOT, or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Authority or the Federal Highway Administration, as appropriate, 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 contract, the Authority shall impose such contract sanctions as it or the Federal

Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) ***Incorporation of Provisions:*** The Engineer shall include the provisions of these paragraphs (1) through (6) in every subcontract, including procurements 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 or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Engineer becomes involved in, or is threatened with, litigation with a subcontractor into such litigation to protect the interests of the Authority, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

10.5 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.

10.6 The Engineer is required to adhere to the commitment made to participation by certified Disadvantage Business Enterprises as agreed to by the Authority during negotiations.

10.7 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.

10.8 The Engineer, including all subconsultants, shall comply with all federal, state, and local immigration laws or regulations.

ARTICLE XI

PERSONNEL, EQUIPMENT, MATERIAL, AND INFORMATION

11.1 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.

11.2 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 all required. All employees of the Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them.

11.3 The Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this Agreement. The Engineer may not change the project manager without prior consent from the Authority with such consent not unreasonable withheld. The Authority retains the right to approve all personnel assigned by the Engineer to perform the work and services required by this Agreement and request a change if the Authority finds certain personnel unsatisfactory.

11.4 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.

11.5 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 without written verification or adaptation by Engineer for the specific purpose intended will be at Authority's sole risk and without liability or legal exposure to Engineer.

11.6 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 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 the request by the federal government.

11.7 The Engineer shall grant the Authority and the Texas Department of Transportation an irrevocable, perpetual, nonexclusive license to use all intellectual property acquired or developed under this Agreement.

ARTICLE XII SUBCONTRACTING

12.1 The Engineer was chosen to perform work on this Agreement based upon the training and qualifications of its members. Therefore, subletting, assignment, or transfer of any work to subconsultants, unless approved in writing by the Authority prior to performance of work, is expressly prohibited.

12.2 All subcontracts shall include the provisions required in this Agreement and shall be approved as to form, in writing, by the Authority prior to its execution. Subcontracts in excess of \$10,000 shall be submitted to the Texas Department of Transportation for review and approval prior to execution.

ARTICLE XIII EVALUATION OF WORK

The Authority and its authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder.

ARTICLE XIV SUBMISSION OF REPORTS

All applicable study reports and analysis shall be submitted in preliminary form for review by the Authority's representatives before a final report is issued. The Authority's review of such reports shall be done in a timely manner so that Engineer can comply with the project schedule. The Authority's comments or questions on the preliminary report shall be addressed in the final report.

ARTICLE XV BREACH OF AGREEMENT

15.1 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.

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

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

ARTICLE XVI TERMINATION

16.1 This Agreement shall terminate at the close of business on **July 1, 2013** unless extended as provided herein. The Agreement may be terminated before the stated termination date by any of the following conditions:

1. By mutual consent, in writing, of 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 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 and not subject to the mutual consent of the Engineer upon not less than ten (10) calendar days written notice to the Engineer; and
5. By written notice from the Authority upon satisfactory completion of all services and obligations described herein.

16.2 Should the Authority terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination and shall thereafter be paid to the Engineer. The determination of the value of the work performed by the Engineer prior to termination shall be at the Authority's reasonable discretion. Compensation for work at termination will be based on a percentage of work completed at the time of the termination.

16.3 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 actual costs incurred by the Engineer in performing the work to the date of default, the amount of work which was satisfactorily completed to the date of default, the value of the work which is usable to the Authority, the cost to the Authority of employing another firm to complete the work required and the time required to do so, and other factors which affect the value to the Authority of the work performed at the time of default.

16.4 The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the Authority and the Engineer under this Agreement except the obligations set forth in: **Article X Requirements; Article XIII Evaluation of Work; Article XVII Compliance, Conduct, and Conflicts; Article XVIII Indemnification; Article XIX Engineer's Responsibility; and Article XXI Retention, Availability of Records, and Audit**

Requirements of this Agreement. If the termination of the Agreement is due to the failure of the Engineer to fulfill its obligations under the Agreement, the Engineer shall be liable to the Authority for any additional costs occasioned to the Authority.

ARTICLE XVII COMPLIANCE, CONDUCT, AND CONFLICTS

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

17.2 The Engineer shall not in any way exercise any portion of the authority or powers of the Authority and shall not make a contract or commitment or any way represent itself as an agent of the Authority beyond the scope of this Agreement.

17.3 The Engineer shall not engage the services under this Agreement of any present or former Authority board member or key employee/consultant who was involved as decision maker in the selection or approval process or who negotiated and/or approved billings or contract modifications for this Agreement.

17.4 The Engineer agrees that no public or private interest exists and none shall be acquired directly or indirectly which would conflict in any manner with the performance of this Agreement.

17.5 No contract for the construction of a project shall be awarded to the firm that designed the project, or its subsidiaries, affiliates, the parent company or subconsultants, except with the written approval of the Authority.

17.6 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, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, brokerage fee, gift, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Authority shall have the right to annul this Agreement without liability.

17.7 Any person who is doing business with or who may do business with the Authority under this Agreement may not make any offer of benefits, gifts, or favors to employees or Board Members of the Authority. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Authority's general counsel.

ARTICLE XVIII INDEMNIFICATION

THE ENGINEER SHALL SAVE AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, EMPLOYEES, AND CONSULTANTS 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.

THE ENGINEER SHALL ALSO INDEMNIFY THE AUTHORITY AGAINST ALL LIABILITY AND LOSS IN CONNECTION WITH, AND SHALL ASSUME FULL RESPONSIBILITY FOR, 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 THE ENGINEER AND THE ENGINEER'S EMPLOYEES, IF ANY, ENGAGED IN PERFORMANCE OF THIS AGREEMENT.

THE ENGINEER SHALL ALSO SAVE AND HOLD HARMLESS THE AUTHORITY FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, REASONABLE 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.

ARTICLE XIX ENGINEER'S RESPONSIBILITY

19.1 The Engineer shall be responsible for the accuracy, completeness, and correctness of work, plans, and data prepared under this Agreement and shall check all such material accordingly for, but not limited to, completeness, missing items, correct multipliers, and consistency.

19.2 Acceptance of the work by the Authority will not relieve the Engineer of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

19.3 The Engineer shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts without additional compensation.

ARTICLE XX ENDORSEMENT

The Engineer's seal shall be endorsed and affixed to plans, reports, and engineering data furnished under this Agreement.

ARTICLE XXI RETENTION, AVAILABILITY OF RECORDS, AND AUDIT REQUIREMENTS

The Engineer shall maintain all records pertaining to cost incurred and shall make such records available during the Agreement period and for four (4) years from the date of final payment under this Agreement or until pending litigation has been completely and fully resolved, whichever occurs last. The Authority or any of its duly authorized representatives shall have access to any and all records of the Engineer which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, transcriptions and for checking the amount of work performed by the Engineer.

ARTICLE XXII INSURANCE

22.1 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 **ARTICLE XVIII INDEMNIFICATION** of this Agreement, in limits of liability of one million dollars (\$1,000,000) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
3. Professional Liability in limits of one million dollars (\$1,000,000) each claim and in the aggregate.

The coverage and amounts designated herein are minimum requirements and do not establish limits of the 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.

22.2 The Engineer shall furnish proof of insurance by means of a completed Attachment E – 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.

22.3 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.

22.4 To the extent that this agreement authorizes the Engineer or its subcontractor 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.

ARTICLE XXIII SUCCESSORS AND ASSIGNS

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

23.2 The Engineer shall not assign, subcontract, or transfer its interest in this Agreement without the prior written consent of the Authority.

ARTICLE XXIV SEVERABILITY, AMDENDMENT, & COUNTERPARTS

24.1 In the event any one or more of the provisions contained in this Agreement, for any reason, shall 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.

24.2 Any modifications, amendments, or additions to this Agreement shall be in writing and agreed to by the Parties herein.

24.3 This Agreement may be executed by the parties in counterpart.

ARTICLE XXV
NOTICE

25.1 All notices to either party by the other, required under this Agreement, shall be personally delivered or mailed to such party at the following respective address:

Regional Mobility Authority
Hidalgo County RMA
510 S. Pleasantview Drive
Weslaco, Texas 78596
Attn: Chairman

Engineer
TEDSI Infrastructure Group
1201 E. Expressway 83
Mission, Texas 78572
Attn: Craig Stong

25.2 Within 10 days after the execution of this Agreement, the Authority shall submit a fully executed copy of the Agreement to the Texas Department of Transportation.

* * *

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: Dennis Burleson

Title: Chairman

Hidalgo County Regional Mobility Authority

Date: _____

ENGINEER

By: _____

Name: _____

Title: _____

Company: TEDSI Infrastructure Group, Inc.

Date: _____

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

ATTACHMENT 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

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. The current CSJ for this project is 0220-01-023.

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.

Schematic Update

1. Provide all existing design and reference files from previous engineers in electronic (dgn) format for existing schematic.
2. Provide drainage layout from previous engineer 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. Utility Adjustments:
HCRMA (TxDOT as necessary) will execute utility agreements provided by the Engineer for all required utility adjustments.

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.

ATTACHMENT B
DETAILED SCOPE OF WORK

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 TEDSI Infrastructure Group

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)

APD 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 preliminary engineering including development of schematics, drainage studies, geotechnical services, utilities and development of plans, specifications, and estimates (PS&E) and shop drawing review.

Length: 2.87 miles

Highway: SH 365 Segment 3 at US 281 Military Highway

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

Existing Facility: New Location

Proposed Facility: 4-lane divided controlled access 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
- ☐ 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

- | | | |
|------------|------------|---|
| <u>YES</u> | <u>NO</u> | 1. Route Location Studies |
| <u>YES</u> | <u>NO</u> | 2. Level of Service Analysis |
| <u>NO</u> | <u>YES</u> | 3. Traffic Evaluations and Projections |
| <u>YES</u> | <u>YES</u> | 4. Develop Roadway Design Criteria in accordance with Pass-Through Agreement.
a. Prepare design summary report (DSR).
b. Conduct Design Concept Conference. |
| <u>YES</u> | <u>YES</u> | 5. Preliminary Cost Estimates |
| <u>NO</u> | <u>NO</u> | 6. Value Engineering Study |
| <u>YES</u> | <u>NO</u> | 7. Design Schematic (Develop 4-Lane Schematic) |
| <u>YES</u> | <u>NO</u> | 8. Preliminary Right-of-Way Requirements |
| <u>YES</u> | <u>NO</u> | 9. Soil Core Hole Drilling |
| <u>YES</u> | <u>NO</u> | a. Pavement |
| <u>YES</u> | <u>NO</u> | b. Retaining Walls |
| <u>YES</u> | <u>NO</u> | c. Miscellaneous Structures |
| <u>YES</u> | <u>NO</u> | d. Bridges |
| <u>YES</u> | <u>NO</u> | 10. Obtain existing facility information.
Coordinate and meet with following entities to obtain preliminary design information:
TxDOT, Cities, County, HCDD#1, Irrigation Districts, and Utility Companies. |
| <u>YES</u> | <u>NO</u> | 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. |

Services
Provided By:
Engineer HCRMA

		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 HCRMA).
	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
<u>YES</u>	<u>YES</u>	a. Compensable Utility Agreements and exhibits for Utility Agreements
<u>NO</u>	<u>NO</u>	b. Railroad Agreements
	c.	Railroad Exhibits
<u>N/A</u>	<u>N/A</u>	1. Railroad Underpasses
<u>N/A</u>	<u>N/A</u>	2. Railroad Overpasses
<u>N/A</u>	<u>N/A</u>	3. Railroad Grade Crossing (Re-planking)
<u>N/A</u>	<u>N/A</u>	4. Railroad Grade Crossing Warning Systems (Signals)
<u>N/A</u>	<u>N/A</u>	5. Other Miscellaneous Sketches for Railroads
<u>YES</u>	<u>NO</u>	d. Traffic Signal Agreements (Pending warrant analysis) and required exhibits.
<u>NO</u>	<u>NO</u>	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
<u>YES*</u>	<u>YES</u>	f. Required Coordination for splitting the project limits
		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.
<u>NO</u>	<u>NO</u>	g. Exhibit for airway/highway clearance permits for FAA
<u>NO</u>	<u>NO</u>	h. USACE exhibits and permits for structures that impact waters of the US and wetlands.

(* = Task anticipated to be led and/or handled by HCRMA PMC)

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT

(Task 120)

Services

Provided By:

Engineer HCRMA

		1. Public Involvement
<u>YES*</u>	<u>YES*</u>	a. Technical assistance in the preparation of public meeting(s)/hearing(s), and exhibit preparation.
<u>YES*</u>	<u>YES*</u>	b. Assist the Environmental Consultant to respond to technical questions received during the Public Meeting/Hearing.
<u>NO</u>	<u>YES*</u>	c. Conduct stakeholder outreach meetings and prepare summaries of said meetings to provide to HCRMA
<u>NO</u>	<u>YES*</u>	d. Assist the Environmental Consultant in developing the PowerPoint presentation for the Public Meeting/Hearing.
<u>NO</u>	<u>YES*</u>	e. Prepare and Present the technical presentation portion of the speech.
		2. Preparation of Environmental Permits, Issues and Commitments
<u>YES</u>	<u>NO</u>	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.
<u>NO</u>	<u>YES</u>	b. Preparation & Submittal of Notice of Intent (NOI)
<u>NO</u>	<u>YES</u>	c. Preparation & Submittal of Notice of Termination (NOT) upon completion of project
<u>NO</u>	<u>NO</u>	d. Section 4(f) evaluation, including developing the avoidance alternatives have not been identified at this point.
<u>NO</u>	<u>NO</u>	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.

(* = Task anticipated to be led and/or handled by HCRMA PMC)

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

Services

Provided By:
Engineer HCRMA

<u>YES</u>	<u>NO</u>	1. Right-of-Way Map
		a. ROW Map submitted by the Engineer's 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.
<u>YES</u>	<u>NO</u>	b. Full compliance with ROW Map requirements as specified in TxDOT ROW Manuals.
<u>YES*</u>	<u>YES*</u>	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.
<u>YES*</u>	<u>YES*</u>	b. The Engineer shall assist HCRMA PMC to schedule and conduct a Utility Kick-Off meeting with TxDOT, HCRMA and the utility companies.
<u>YES*</u>	<u>YES*</u>	c. The Engineer shall assist HCRMA PMC in preparing a Utility Conflict Tracking Matrix table.
<u>YES</u>	<u>NO</u>	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.
<u>YES</u>	<u>NO</u>	e. The Engineer will coordinate with the Engineer's Surveyor and the various utility companies for exposing potential conflicts and field ties to uncover utilities in potential conflict areas.
<u>YES*</u>	<u>YES*</u>	f. The Engineer shall coordinate and approve an adjustment plan and preliminary estimates for all utilities impacting the proposed project construction.
<u>NO</u>	<u>YES*</u>	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.
<u>NO</u>	<u>YES</u>	h. A due diligence package will be provided for the HCRMA for their use in processing reimbursements to utility companies.
<u>NO</u>	<u>YES</u>	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.
<u>NO</u>	<u>YES</u>	3. Design of Compensable Utilities
		a. Irrigation Structures
		1. Parallel
		2. Perpendicular Crossings / Siphons
		3. Irrigation Canals
<u>NO</u>	<u>YES</u>	b. Various Pipelines

(* = Task anticipated to be led and/or handled by HCRMA PMC)

RIGHT – OF –WAY DATA

(Function Code 130)

Services
Provided By:
Engineer HCRMA

NOTE: No work involving right-of-way (ROW) data is to be performed until the HCRMA has given the engineer written approval of the final location of the proposed ROW lines.

<u>YES**</u>	<u>YES</u>	1.	Ownership Data
<u>YES</u>	<u>NO</u>	2.	Parcel Plats and Right-of-Way Map in English units <ol style="list-style-type: none">A ROW map, parcel plats and field notes shall be prepared and furnished.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).ROW map must depict all improvements affecting ROW.
<u>YES*</u>	<u>YES*</u>	3.	Utility Adjustments <ol style="list-style-type: none">A highway Design Data shall be furnished for Utility Adjustments and ROW Determination as required.Provide the results from the hazardous material survey to the HCRMA and include as notations and/or depictions on the ROW map.
<u>YES</u>	<u>NO</u>	4.	Field Notes <ol style="list-style-type: none">Field notes and plats, signed and sealed by a Registered Professional Land Surveyor, for all parcels on the ROW map in English units.Control of access descriptions for all parcels on Designated Control Access Highways.Computation Sheets for Survey Closure and Area for each Parcel.Survey and Prepare Field Notes and Plats on Individual Parcels in Advance of ROW Map completion as requested.
<u>YES</u>	<u>NO</u>	5.	Survey and Stake Right-of-Way (Show Cost Estimate with Function Code 150)

(* = Task anticipated to be led and/or handled by HCRMA PMC)

(** = The Engineer shall show ownership data (from Tax Records) at all new ramp locations to support the schematic for public presentations)

Services
Provided By:
Engineer HCRMA

YES

NO

7. General Guidelines for Preparation of Right-of-Way Maps
- a. All procedures involving ROW maps, surveys and field notes shall be in conformance with the TxDOT Right-of-Way, Book I and Book II, except as provided herein and in accordance with the Texas Board of Professional Land Surveying Practices Act.
 - b. HCRMA will furnish one incomplete reproducible film positive of the ROW map title sheet as required and formatted by HCRMA and as discussed in Book II of TxDOT's Right of Way Manual.
 - c. Preliminary and completed work shall be submitted as requested by the HCRMA in accordance with TxDOT's regulations.
 - d. The Engineer shall maintain a direct line of communication and coordinate very closely with the HCRMA staff through the HCRMA Program Manager throughout the project.
 - e. (1) Minimum mathematical calculations in English units relative to field note data are: (a) area of taking, in square feet, will be rounded to the square foot, (b) distances will be given to the nearest hundredths of a foot and (c) bearings will be carried to the nearest second. Data contained in the field notes and shown on the map shall be identical. More precise calculations may be requested by the HCRMA.
(2) Calls within the body of the field notes shall be written to identify property lines and the existing proposed ROW lines in English units.
 - f. Project base line is to be drawn and stationing on the ROW map.
 - g. Minimum size lettering is to be 5/32 inch height for hand lettering and 140 for lettering for computer-aided design and drafting (CADD) on all ROW maps, unless otherwise authorized in writing by the State.
 - h. As soon as property lines and parent tracts can be determined, the engineer shall submit a preliminary map for review of parcel numbers and guidance early in the development process.
 - i. Zip-a-tone or similar products shall not be used on map sheets.
 - j. All field notes and plats shall be signed, dated and sealed by a Registered Professional Land Surveyor or Licensed State Surveyor.
 - k. The ROW map sheets shall be ink or Mylar type tracing film or as otherwise authorized by the HCRMA
 - l. Field note data for all parcels shall be furnished on CD or DVD that are compatible with the HCRMA and TxDOT equipment in English units.
 - m. THE ENGINEER SHALL BE LIABLE FOR ALL SURVEYING MISTAKES AND SHALL BE RESPONSIBLE AT HIS SOLE EXPENSE FOR CORRECTION OF ALL ERRORS.

FIELD SURVEYING AND PHOTOGRAMMETRY
(Function Code 150)

Services

Provided By:

Engineer HCRMA

1. Field Surveying

a. Primary Project Control – 3 to 5 miles spacing

Precision shall be 1 part in 20,000 or better, unless otherwise directed by the Engineer.

YES NO
YES NO

- (1) Establish horizontal control points
- (2) Establish vertical control points

b. Secondary Project Control

When photogrammetric products are required, the HCRMA requests that the field survey for photogrammetric ground control be tied to the State Plane Coordinate System and conform to the following:

- No traverse should exceed 25 angle points.
- The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
- The unadjusted ratio of precision should be one part in 10,000 or better. (the ratio of precision is the total length of the traverse divided by the total error).
- The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.

YES NO

- (1) Project control base lines.
- (2) Photogrammetric ground control
 - (a) Establish horizontal control
 - (b) Establish vertical control points
 - (c) Place and maintain control point targets

YES NO
YES NO
YES NO

Services
Provided By:
Engineer HCRMA

		c. Other Field Surveying
<u>YES</u>	<u>NO</u>	(1) Stake center lines The project base line must be coincidental with, or parallel to, the stationed "Design Center Line." Base line control points shall be established using 15M (ASTM) (5/8 inch) iron rods, 915 millimeter (36 inches) long, at P.C.'s, P.I.'s and P.T.'s of horizontal curves and at 305 meters (1000 feet) maximum intervals on tangents, unless otherwise directed by the HCRMA Program Manager
<u>YES</u>	<u>NO</u>	(2) Measure ties to STATE ROW monuments or to angle points in existing ROW line.
<u>YES</u>	<u>NO</u>	(3) Establish bench mark circuit throughout the project
<u>YES</u>	<u>NO</u>	(4) Profile and cross section intersecting streets for tie into project
<u>YES</u>	<u>NO</u>	(5) Cross section drainage channels
<u>YES</u>	<u>NO</u>	(6) Measurement of drainage areas
<u>YES</u>	<u>NO</u>	(7) Tie to existing underground and overhead utilities (location, elevation and direction)
<u>YES</u>	<u>NO</u>	(8) Additional Field Surveying as shown below:
<u>YES</u>	<u>NO</u>	(9) ROW staking
<u>YES</u>	<u>NO</u>	(10) Soil core whole staking
<u>YES</u>	<u>NO</u>	(11) Determine changes in topography from outdated maps due to development, erosion, etc.
<u>YES</u>	<u>NO</u>	(12) Determine type of existing material, pavements, etc.
<u>YES</u>	<u>NO</u>	(13) Profiles of existing drainage facilities
<u>NO</u>	<u>NO</u>	(14) Measurement of hydraulic opening under existing bridges
<u>YES</u>	<u>NO</u>	(15) Obtain elevations of manholes and valves of utilities
<u>YES</u>	<u>NO</u>	(16) Temporary signs, traffic control, flags, safety equipment, etc.
<u>YES</u>	<u>NO</u>	(17) Ties to existing bridges or culverts that may conflict with new construction.
<u>NO</u>	<u>NO</u>	(18) Bridge widening top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations
<u>YES</u>	<u>NO</u>	(19) Obtain horizontal & vertical location of irrigation lines appurtenances, driveways, turnouts, existing roadway signs & sign messages, existing roadway pavement markings, & mailboxes.
<u>YES</u>	<u>NO</u>	(20) Ramp surveys for new & existing ramps.
		2. Photogrammetric Products
		a. Uncontrolled Photography
<u>YES</u>	<u>NO</u>	(1) Contract Prints 1"=250' & 1"=500
<u>YES</u>	<u>NO</u>	(2) Mosaics
		b. Mapping
<u>YES</u>	<u>NO</u>	(1) Planimetric Maps
<u>YES</u>	<u>NO</u>	(2) Contour Maps
<u>YES</u>	<u>NO</u>	(3) Cross sections
<u>YES</u>	<u>NO</u>	(4) Profiles
<u>YES</u>	<u>NO</u>	(5) Digital Terrain Models (DTM)

ROADWAY DESIGN

(Task 160)

Services
Provided By:
Engineer HCRMA

- | | |
|---|--|
| <p><u>YES</u> <u>NO</u></p> <p><u>YES</u> <u>NO</u></p> | <ol style="list-style-type: none"> 1. Geometric Design <ol style="list-style-type: none"> a. Horizontal and Vertical Alignment b. Geometric Layout for Plan and Profile Sheets <ol style="list-style-type: none"> 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. |
| <p><u>YES</u> <u>NO</u></p> | <ol style="list-style-type: none"> 2. General Guidelines for Project Development <ol style="list-style-type: none"> 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. |
| <p><u>YES</u> <u>NO</u></p> | <ol style="list-style-type: none"> 3. Grading Design <ol style="list-style-type: none"> 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 |
| <p><u>YES</u> <u>NO</u></p> | <ol style="list-style-type: none"> 4. Pavement Design <ol style="list-style-type: none"> 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

<u>YES</u>	<u>NO</u>	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).
<u>YES</u>	<u>NO</u>	1. <u>Subgrade</u> : 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.
<u>YES</u>	<u>NO</u>	2. <u>Salvage Flexible Base</u> : 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.
<u>YES</u>	<u>NO</u>	3. <u>Recycle Asphalt Pavement (RAP)</u> : 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.
<u>NO</u>	<u>YES</u>	d. Traffic Data for Pavement Design
<u>YES</u>	<u>NO</u>	e. Basic Pavement Design Criteria
<u>YES</u>	<u>NO</u>	f. Life Cycle Cost Analysis (es) for flexible pavement
<u>YES</u>	<u>NO</u>	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 |
| <u>YES</u> | <u>NO</u> | a. | Drainage area maps showing existing conditions and proposed drainage structure improvements. |
| <u>YES</u> | <u>NO</u> | b. | Hydrologic data/discharge determination |
| | | 2. | Hydraulic Drainage Study and Documentation |
| | | a. | Hydraulic computations |
| <u>YES</u> | <u>NO</u> | 1. | Storm water detention available within the ROW |
| <u>YES</u> | <u>NO</u> | 2. | Storm water detention required outside the ROW (as per HCDD#1) |
| <u>YES</u> | <u>NO</u> | 3. | Culverts |
| <u>YES</u> | <u>NO</u> | 4. | Bridge waterways |
| <u>YES</u> | <u>NO</u> | 5. | Channels |
| <u>YES</u> | <u>NO</u> | 6. | Storm sewers/inlets |
| <u>YES</u> | <u>NO</u> | b. | Federal Emergency Management Agency (FEMA) floodplain coordination requirements |
| <u>YES</u> | <u>NO</u> | 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 |
| <u>YES</u> | <u>NO</u> | 1. | New culverts |
| <u>YES</u> | <u>NO</u> | 2. | Culvert widening and/or lengthening |
| <u>YES</u> | <u>NO</u> | 3. | Culvert replacements |
| | | b. | Storm sewers |
| <u>YES</u> | <u>NO</u> | 1. | New storm sewers |
| <u>YES</u> | <u>NO</u> | 2. | Modify existing storm sewers |
| <u>YES</u> | <u>NO</u> | 3. | Inlets |
| <u>YES</u> | <u>NO</u> | 4. | Manholes |
| <u>YES</u> | <u>NO</u> | 5. | Trunk lines |
| <u>YES</u> | <u>NO</u> | c. | Levees |
| <u>YES</u> | <u>NO</u> | d. | Retaining Wall drainage |
| <u>YES</u> | <u>NO</u> | e. | Outfall channel(s) within the ROW |
| <u>YES</u> | <u>NO</u> | f. | Outfall channel(s) outside the ROW |
| <u>YES</u> | <u>NO</u> | g. | Detention Pond(s) within the ROW (as needed) |
| <u>YES</u> | <u>NO</u> | h. | Detention Pond(s) outside the ROW (as needed) |
| <u>YES</u> | <u>NO</u> | i. | Summary of Quantities |
| <u>YES</u> | <u>NO</u> | 4. | Storm Water Pollution Prevention Plan (SW3P) |
| <u>NO</u> | <u>NO</u> | 5. | Scour Evaluation and floodway hydraulic modeling and report for 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

YES NO

- a. Boring Logs needed for design of sign foundations
- 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
- d. Summary of Small Signs Tabulation Sheets
- e. Summary of Large Signs Tabulation Sheets (includes all Guide Signs)
- 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

YES NO

YES NO

YES NO

Services
Provided By:
Engineer HCRMA

<u>YES</u>	<u>NO</u>	
		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)
		<ul style="list-style-type: none"> • 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)
<u>YES</u>	<u>NO</u>	a. Location Map: Relationship of proposed installation to other traffic signals, highways, business areas and traffic generators
<u>YES</u>	<u>NO</u>	b. Photographs in the vicinity of the signal under consideration
<u>NO</u>	<u>YES</u>	c. Accident data for the past four years at the proposed interchange locations
		d. Vehicle volumes
<u>YES</u>	<u>NO</u>	Existing
<u>NO</u>	<u>YES</u>	Estimated
<u>NO</u>	<u>YES</u>	Projected
<u>NO</u>	<u>NO</u>	Pedestrian
<u>YES</u>	<u>NO</u>	e. Warrant Analysis and Assessment
<u>YES</u>	<u>NO</u>	f. Recommendations
<u>YES</u>	<u>NO</u>	4. Traffic Signal Design (Conducted at the PS&E Level)
		a. General Requirements
		<ul style="list-style-type: none"> • 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
		<ul style="list-style-type: none"> • Existing intersection design features • Adjacent Roadside development • Existing traffic control including illumination
		e. Proposed Signal Plan Layouts
		<ul style="list-style-type: none"> • 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 <u>HCRMA</u>			
<u>YES</u>	<u>NO</u>		
		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
<u>YES</u>	<u>NO</u>	2.	Final Roadway Illumination Design (Conducted at the PS&E Level) (Safety Lighting)
<u>YES</u>	<u>NO</u>	a.	Geotechnical Report with Boring Logs required for foundation design
<u>YES</u>	<u>NO</u>	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
<u>YES</u>	<u>NO</u>	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
<u>YES</u>	<u>NO</u>	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
<u>YES</u>	<u>NO</u>	e.	Continuous Illumination and/or high-mast
<u>YES</u>	<u>NO</u>	f.	Quantities Summary Table
<u>YES</u>	<u>NO</u>	g.	Electrical Service Summary Sheet
<u>NO</u>	<u>NO</u>	h.	Continuous Illumination Design
<u>YES</u>	<u>NO</u>	i.	Continuous Illumination Design Study
		3.	Retaining Walls
		a.	Structural Details
<u>NO</u>	<u>NO</u>	1.	Cast-in-Place Cantilever.
<u>NO</u>	<u>NO</u>	2.	Tieback Retaining Wall.
<u>NO</u>	<u>NO</u>	3.	Specialized Retaining Wall.

Services
Provided By:
Engineer HCRMA

<u>YES</u>	<u>NO</u>	b.	Alternate Patented Retaining Walls at <u>all</u> locations. (Layouts Only)
<u>NO</u>	<u>NO</u>	1.	Mechanically Stabilized Earth
		2.	Concrete Block Wall Systems
<u>YES</u>	<u>NO</u>	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
<u>YES</u>	<u>NO</u>	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.
<u>YES</u>	<u>NO</u>	e.	Foundation Studies. The soil core holes shall be obtained at approximately 200 foot intervals along retaining wall alignments.
<u>YES</u>	<u>NO</u>	f.	Slope Stability Analysis.
<u>YES</u>	<u>NO</u>	g.	Embankment Foundation Stability Analysis
<u>YES</u>	<u>NO</u>	h.	Embankment Settlement Analysis
<u>YES</u>	<u>NO</u>	i.	Estimate
<u>YES</u>	<u>NO</u>	j.	Summary of Quantities
<u>YES</u>	<u>NO</u>	k.	Typical cross section.
<u>YES</u>	<u>NO</u>	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.
<u>YES</u>	<u>NO</u>	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 |
| <u>YES</u> | <u>NO</u> | a. | Erosion Control |
| <u>YES</u> | <u>YES</u> | b. | Hardscape Development (Aesthetics for concrete structures - form liners at bridge, caps columns bents and retaining walls |
| <u>YES</u> | <u>NO</u> | 6. | Compute and Tabulate Quantities |
| <u>YES</u> | <u>NO</u> | 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. |
| <u>YES</u> | <u>YES</u> | 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 HCRMA

			NUMBER <u>REQUIRED</u>
1.		Preparation of Structural Details	
a.		New Structures	
<u>NO</u>	<u>NO</u>	1. Underpass ()	<u>0</u>
<u>YES</u>	<u>NO</u>	2. US 281 Military Overpass	<u>2</u>
<u>N/A</u>	<u>N/A</u>	3. Main Lanes	<u>0</u>
<u>N/A</u>	<u>N/A</u>	4. Direct Connector(s)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	5. Ramp Bridge(s)	<u>0</u>
<u>NO</u>	<u>NO</u>	6. Waterway Structure(s)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	7. Pedestrian Structure(s)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	8. Utility Structure(s)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	9. Railroad Underpass (es)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	10. Railroad Overpass (es)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	11. Bridge Classification Culvert(s)**	<u>0</u>
<u>N/A</u>	<u>N/A</u>	12. Alternate Structural Designs	<u>0</u>
<u>N/A</u>	<u>N/A</u>	13. Alternate Foundation Design	<u>0</u>
		Total New Structures =	<u>2</u>
b.		Existing Structure(s)	<u>0</u>
<u>NO</u>	<u>NO</u>	1. Bridge Widening, Rehabilitation and/or Modification of Existing Structure(s)	<u>0</u>
<u>NO</u>	<u>NO</u>	2. Bridge Replacement	<u>0</u>
<u>NO</u>	<u>NO</u>	3. Raising Bridge Elevation	<u>0</u>
<u>NO</u>	<u>NO</u>	4. Bridge Classification Culvert (s) Widening and/or Modification of Existing Structures (s)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	5. Railroad Overpass (es)	<u>0</u>
<u>N/A</u>	<u>N/A</u>	6. Railroad Underpass (es)	<u>0</u>
		Total Existing Structures =	<u>0</u>

** 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

- | | | | |
|------------|-----------|----|---|
| <u>YES</u> | <u>NO</u> | 2. | Preparation of Bridge Layouts
The Engineer will prepare the bridge layouts in compliance with the latest TxDOT Pharr District bridge layout checklist. |
| <u>YES</u> | <u>NO</u> | 3. | Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge) |
| <u>YES</u> | <u>NO</u> | 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. |
| <u>YES</u> | <u>NO</u> | 5. | Bridge Total Quantities and Cost Estimates (each bridge) |
| <u>YES</u> | <u>NO</u> | 6. | Bridge Special Provisions and Specifications (each bridge) |
| <u>YES</u> | <u>NO</u> | 7. | Bearing seat elevations for each girder. Top of cap elevations for non-girder type structures. |
| <u>YES</u> | <u>NO</u> | 8. | General Guidelines for Bridge Design <ul style="list-style-type: none"> 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. |

PROJECT MANAGEMENT

(Task 164)

Services
Provided By:
Engineer HCRMA

- | | | | |
|------------|------------|----|---|
| <u>YES</u> | <u>YES</u> | 1. | <p>Meetings</p> <p>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).</p> |
| <u>YES</u> | <u>YES</u> | 2. | <p>Project Manager/Engineer Communication</p> <p>Engineer shall comply with all requirements stated in the Pass-Through Agreement between HCRMA and TxDOT. <u>However, no further coordination with TxDOT will be required.</u></p> |
| <u>YES</u> | <u>YES</u> | 3. | <p>Quality Assurance/ Quality Control</p> <p>The Engineer shall perform quality assurance and quality control (QA/QC) on all deliverables associated with this project as follows:</p> <ul style="list-style-type: none">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. |
| <u>YES</u> | <u>YES</u> | 4. | <p>Submittals to HCRMA for review and approval</p> <ul style="list-style-type: none">a. When 60%; 90% and 100% (final) design is completed the Engineer shall submit all the required design information 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)

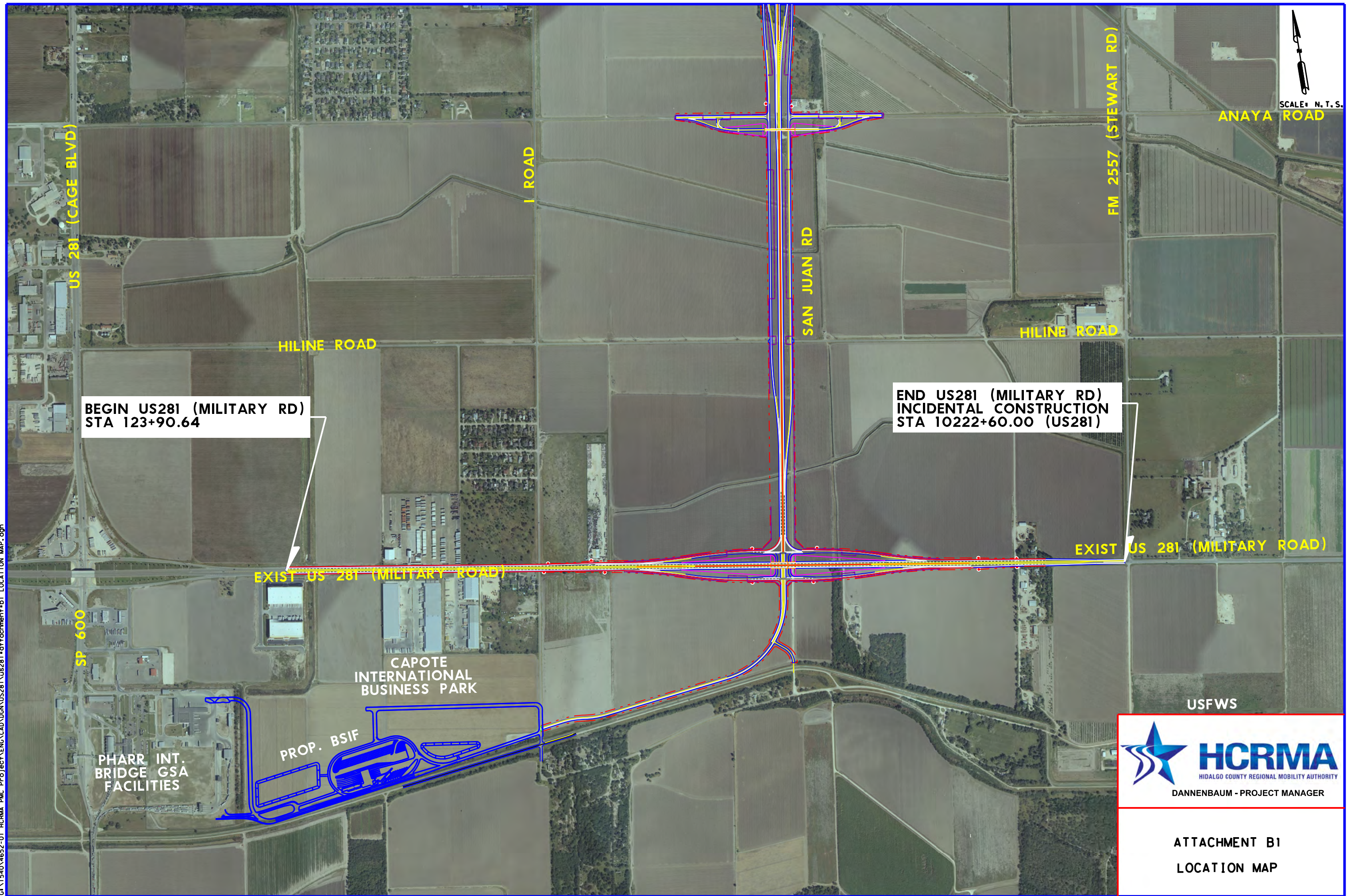
Services
Provided By:
Engineer HCRMA

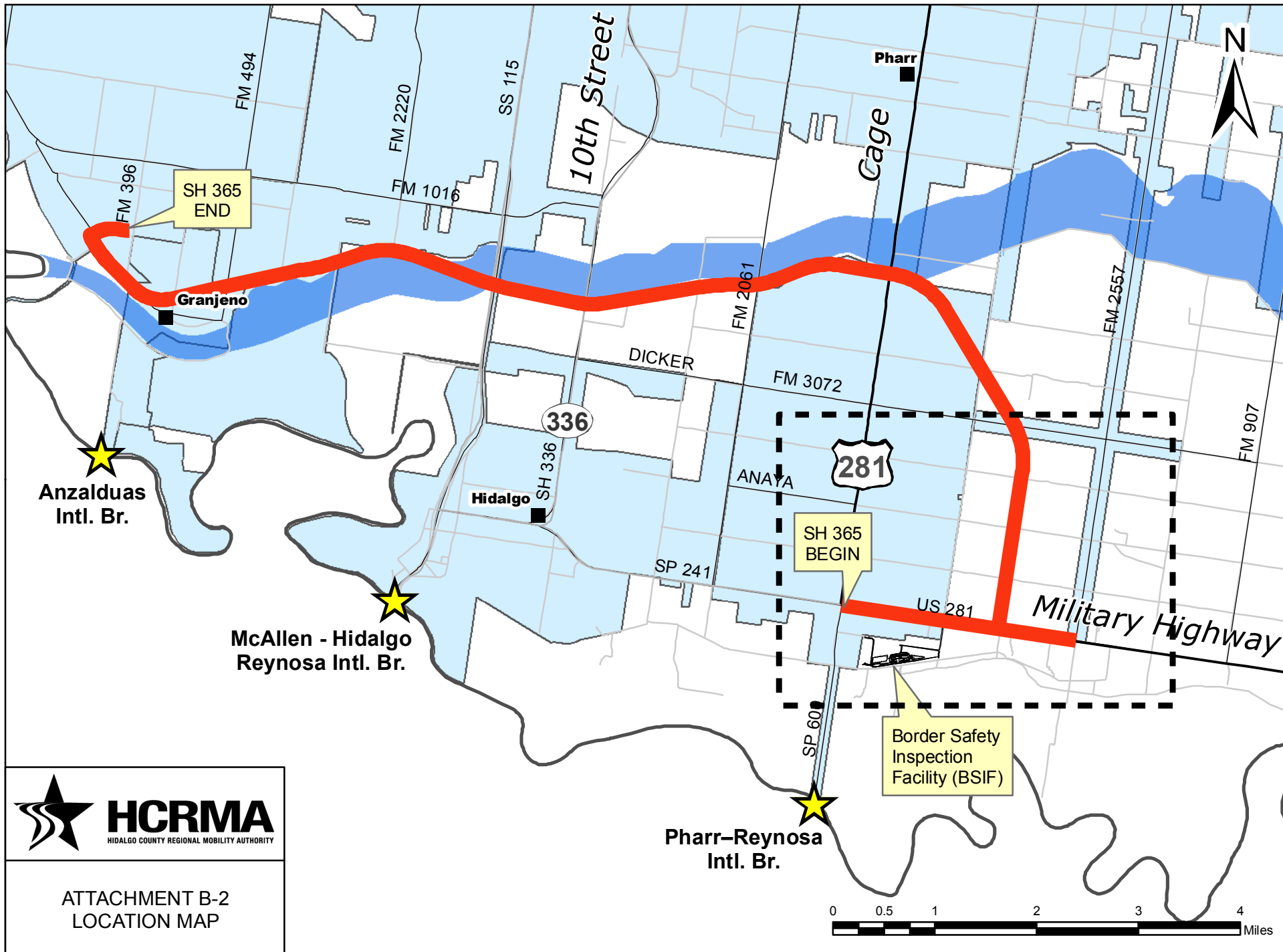
- YES* YES* 1. Construction Bidding Assistance
After acceptance by HCRMA of the Bidding Documents and upon written authorization by HCRMA to proceed, Engineer shall:
- a. Assist HCRMA in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued.
 - b. Attend Pre-bid Conference
 - c. Develop Addenda for HCRMA as appropriate to clarify, correct, or change the Bidding Documents.
 - d. Provide Project design information or assistance needed by HCRMA in the course of the bid submittal with prospective contractors.
 - e. 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.
 - f. Attend the Bid opening, prepare Bid tabulation sheets, and assist HCRMA in evaluating Bids and recommend award of contract.
- YES* 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. (Task Performed by HCRMA 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 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 reviewed / managed by HCRMA PMC / GEC).
 - d. Substitutes and “or-equal.” Evaluate and determine the acceptability of substitute “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.

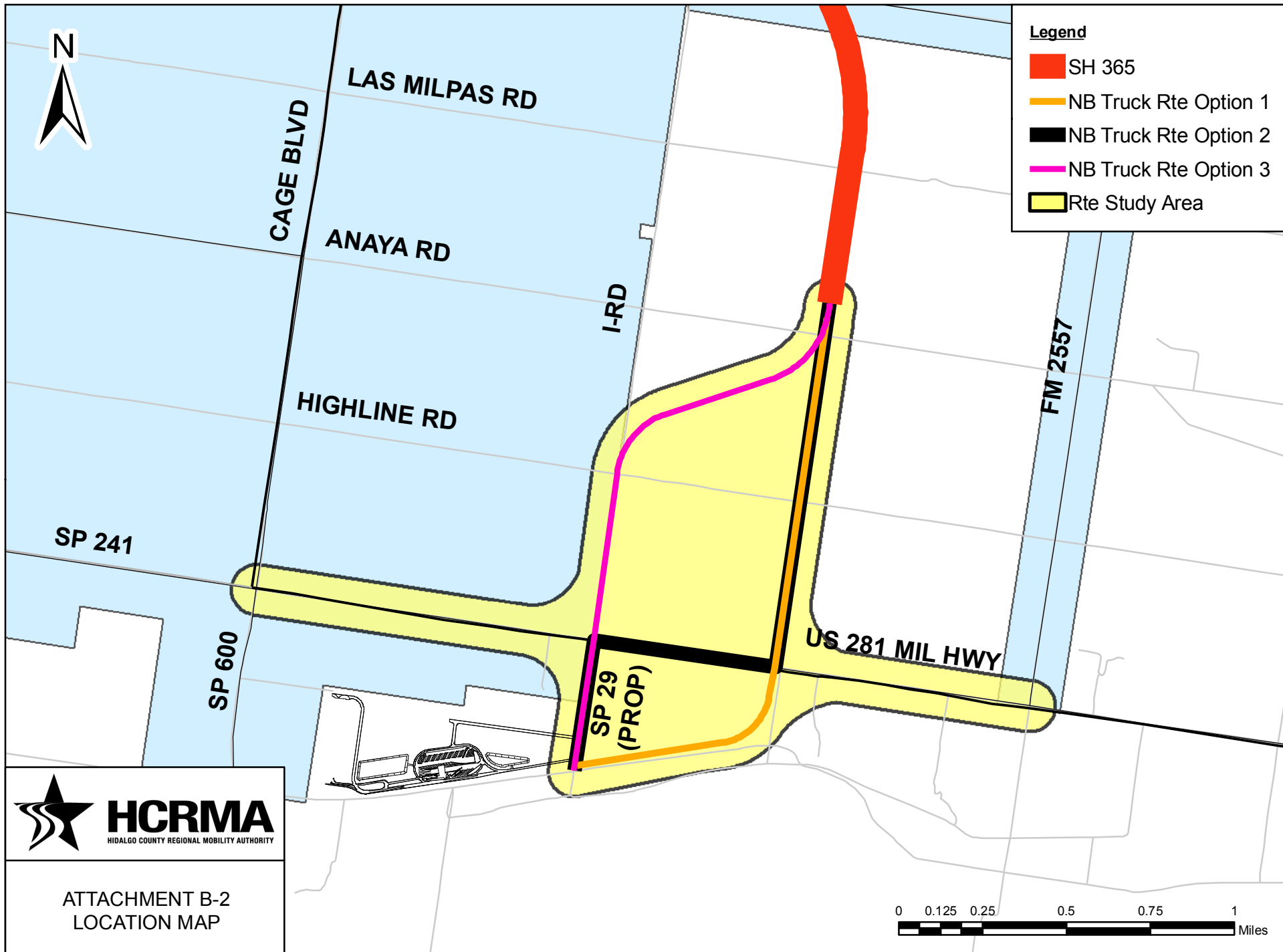
(* = Task anticipated to be handled by HCRMA PMC/GEC)

ATTACHMENT B-1 THROUGH B-5
LOCATION MAPS

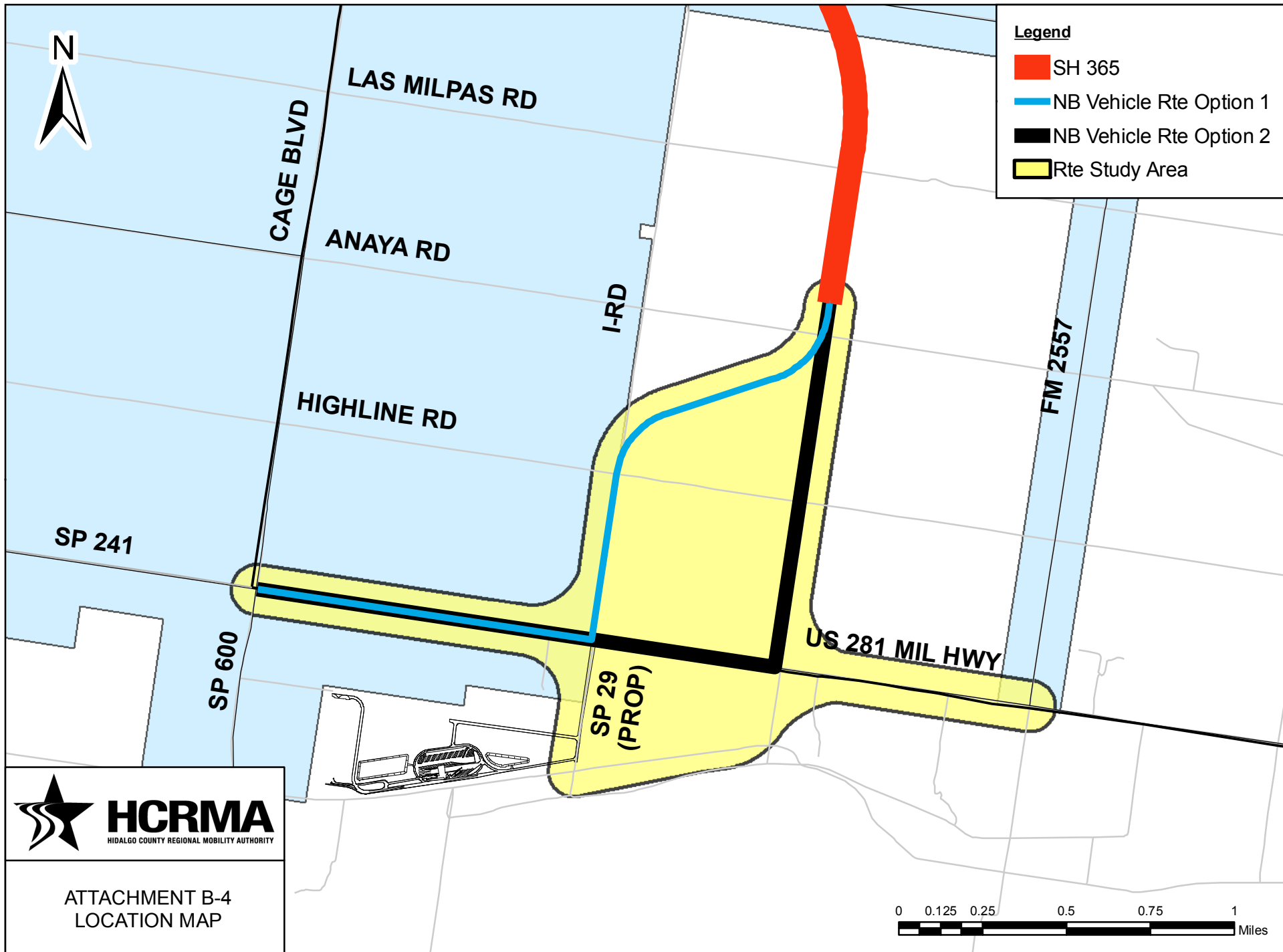
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ramon.trevino
G:\1540\4652-01 HCRMA PMC Project\ENG\CAD\DCN\US281\attachment\B1 LOCATION MAP.dgn

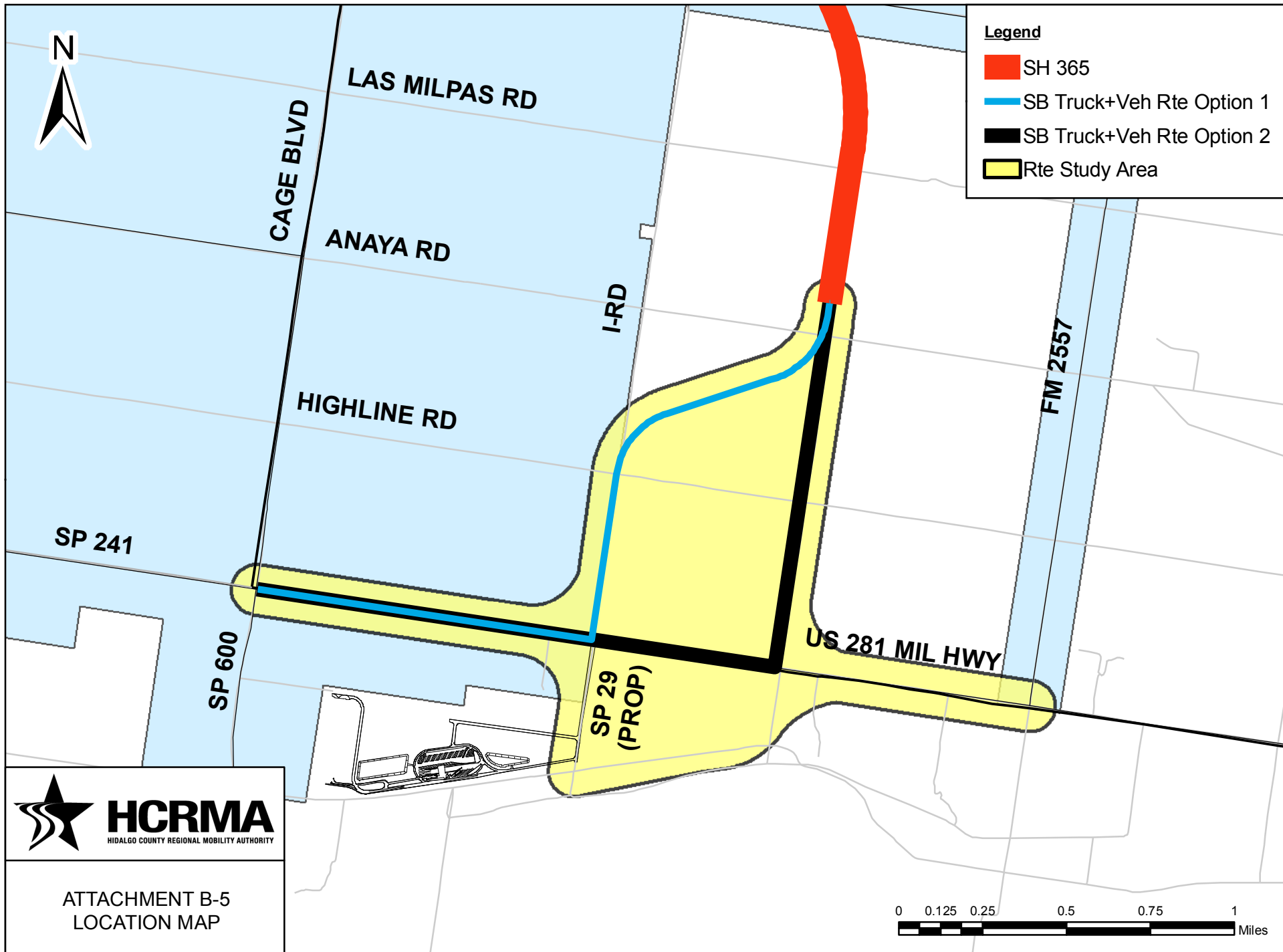






ATTACHMENT B-2
LOCATION MAP





ATTACHMENT C
FEE SCHEDULE

**ATTACHMENT C
FEE SCHEDULE**

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				

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 C
FEE SCHEDULE**

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.

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

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%				

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 C FEE SCHEDULE

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%				
<p>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.</p>					

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 C
FEE SCHEDULE**

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 C
FEE SCHEDULE**

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

PRIME OR SUBPROVIDER NAME: CORTAN 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				

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 C-1
MAXIMUM AMOUNT PAYABLE

ATTACHMENT "C-1"
MAXIMUM AMOUNT PAYABLE

				% OF ESTIMATED CONSTR. COST
NO.	TASK	PROJECTED HOURS	ENGINEERING FEE	\$ 18,024,773
1	Develop 4 Lane Schematics, Route Studies; Drainage Studies and Utility Research	2,704	\$ 270,372.00	1.5%
2	Survey Topo	901	\$ 54,074.00	0.3%
3	Survey Parcel Maps	413	\$ 24,800.00	0.1%
4	Final Design (Development of Plans and Specifications / Geotechnical	9,914	\$ 991,363.00	5.5%
5	Construction Administration (Shop Drawing Review)	901	\$ 90,124.00	0.5%
Totals		14,833	\$ 1,430,733.00	7.9%

Assumptions:

- 1) Projected construction cost for SH 365 Segment 3 at US 281 Military Highway: \$18,024,773
- 2) Average hourly rate for engineering = \$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 as outlined in Article IV of the Main Contract.

ATTACHMENT D
WORK SCHEDULE

Attachment D - Work Schedule
SH 365 Segment 3 at US 281 Military Highway

ID	Task Name	Cost	Start	Finish			2012				2013				2014				2015				2016
					Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1
0	SH 365 Seg 3 Max Payable to Engineer	\$1,430,733.00	Tue 11/1/11	Sun 11/1/15																			
1	Environmental (by Others)		Wed 5/2/12	Sun 9/1/13																			
2	Schematics, Route Studies; Drainage Studies and Utility Research	\$270,372.00	Mon 7/2/12	Sun 9/1/13																			
3	Survey (Topo/Aerial)	\$54,074.00	Mon 7/2/12	Mon 10/1/12																			
4	Survey (R.O.W. strip + individual parcel maps)	\$24,800.00	Tue 11/1/11	Fri 2/1/13																			
5	Design Engineering / Geotechnical	\$991,363.00	Fri 2/1/13	Sun 12/1/13																			
6	Construction Administration (by Others) - Shop Drawing Review (by Engineer)	\$90,124.00	Thu 5/1/14	Sun 11/1/15																			

Project: SH 365 Seg 3 Max Payable Date: Wed 6/6/12	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			

ATTACHMENT E
CERTIFICATE OF INSURANCE

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
INSURED TEDSI Infrastructure Group, Inc. 1201 East Expressway #83 Mission, TX 78572	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Casualty Company	NAIC #: 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			1075066054	09/11/2011	09/11/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			2097261054	09/11/2011	09/11/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
C	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	2090503299	09/11/2011	09/11/2012	EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			268980107	09/11/2011	09/11/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			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

CANCELLATION

Hidalgo County Regional Mobility Authority 510 S. Pleasantview Dr. Weslaco, TX 78596	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

ATTACHMENT F
WORK AUTHORIZATION FORM

**ATTACHMENT F
WORK AUTHORIZATION**

This work authorization is issued in accordance with the Professional Engineering Services Agreement, dated _____, by and between the Hidalgo County Regional Mobility Authority and _____.

Work Task:

Cost: _____

Deliverables: _____

Completion Date: _____

HCRMA Representative

Signature: _____

Date: _____

ENGINEER

Signature: _____

Date: _____

ATTACHMENT G
DBE CERTIFICATIONS

To Be Provided Before Execution

ATTACHMENT H
CONFLICT OF INTEREST S WGUVQPPCKTG

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.

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

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.

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

Date

05-14-12

CONFLICT OF INTEREST QUESTIONNAIRE

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Mr. Tracey Hill

Name of Officer

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Ms. Sharon Becca

Name of Officer

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Craig F. Stong, P.E. - Employee of TEDSI Infrastructure Group, Inc.

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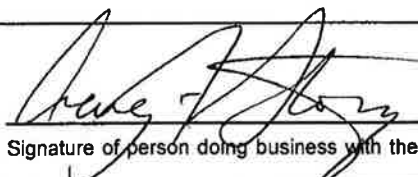
☐ Yes

☒ No

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Signature of person doing business with the governmental entity


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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.

Jules M. Morris, Jr., P.E. - Employee of TEDSI Infrastructure Group, Inc.

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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 Atkins to provide professional services on various projects.

4


Signature of person doing business with the governmental entity

7/21/11
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).

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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.

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.

(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?

☐

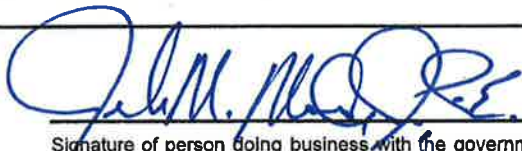
Yes

☒

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.

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7/21/11

Date

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1 Name of person who has a business relationship with local governmental entity.

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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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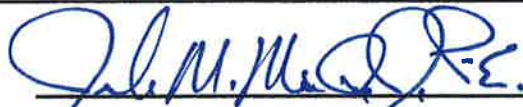
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☐ Yes ☒ No

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 Atkins to provide professional services on various projects.

4

Signature of person doing business with the governmental entity

7/21/11

Date

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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. Godfrey Garza, CFM

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 ☒ 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

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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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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.

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OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

Mark W. Luper, 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.

Ms. Sharon Becca

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?

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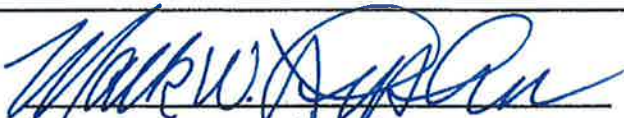
Yes

☒

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.

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Signature of person doing business with the governmental entity

7.13.11

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OFFICE USE ONLY

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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☐ 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

7-13-2011

Date

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Date Received

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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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Date

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1 Name of person who has a business relationship with local governmental entity.

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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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Signature of person doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

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Date Received

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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Date

7/13/11

CONFLICT OF INTEREST QUESTIONNAIRE

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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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Kai Zhao, P.E. - Employee of TEDSI Infrastructure Group, Inc.

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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.

Zameer Ahmed, 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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☐

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

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Yes

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No

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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.

Zameer Ahmed, 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. Tracey Hill

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.

Business Relationship - TEDSI Infrastructure Group, Inc., has a current contract agreement with Atkins to provide professional services on various projects.

4



Signature of person doing business with the governmental entity

7/13/11

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

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1 Name of person who has a business relationship with local governmental entity.

Zameer Ahmed, 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

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.

Business Relationship - TEDSI Infrastructure, Inc. has a current contract agreement with Atkins to provide professional services on various projects.

4
Signature of person doing business with the governmental entity7/13/11
Date

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.

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. Tracey Hill

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.

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

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.

Mr. Godfrey Garza, CFM

Name of Officer

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☐ 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.

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

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****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.

Yohannes Tadesse, 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

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.

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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.

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

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.

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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



Signature of person doing business with the governmental entity

7-13-2011

Date

CONFLICT OF INTEREST QUESTIONNAIRE

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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.

OFFICE USE ONLY

Date Received

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.

Alonzo Cantu, Board Member
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?

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

Date

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.

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

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

7-20-11
Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

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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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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.

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Signature of person doing business with the governmental entity

Date

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OFFICE USE ONLY

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1 Name of person who has a business relationship with local governmental entity.

Yue (Joseph) Zhu, 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

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

7-20-11
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.Jose F. Torres, P.E.**2 ☐ Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.N/A

Name of Officer

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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.

N/A**4**Jose F. Torres, P.E.

Signature of person doing business with the governmental entity

7/21/2011

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.RENE BARBERA, P.E.**2 ☐ Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.N/A.

Name of Officer

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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.

N/A.**4**

Signature of person doing business with the governmental entity

[Signature] P.E.

Date

7/21/2011

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.

Yara M. Corbitt, P.E., President - Cortran Engineering, PLLC

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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

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?

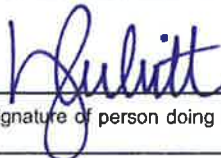
☐ Yes ☐ No

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

07/11/2011

Date

CONFLICT OF INTEREST QUESTIONNAIRE

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 government 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 government entity no 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.
NONE

2 ☐ Check this box if you are filling 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 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 ☐ NA 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 ☐ 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


Signature of person doing business with the governmental entity

July 21, 2011

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

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July 21, 2011

Date

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Date Received

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Mark P. McClelland, PE, Employee of L&G Engineering Laboratory

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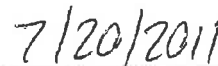
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Signature of person doing business with the governmental entity



Date

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

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David A. Saenz, P.E., Employee of L&G Engineering Laboratory

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Signature of person doing business with the governmental entity



Date

ATTACHMENT I
DEBARMENT CERTIFICATE



CCO-16
DEBARMENT CERTIFICATION
ARCHITECTURAL, ENGINEERING AND SURVEYING
("PROVIDER") CONTRACTS

Form CCO-16
(Rev. 01/12)
Page 1 of 1

- (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



CCO-16
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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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Unitech Consulting Engineers, Inc.

Name of Provider

Signature of Certifying Official

CEO

Title of Certifying Official

05/14/12

Date

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BARRERA TORRES INFRASTRUCTURE, PLLC

Name of Provider


Signature of Certifying Official

PRESIDENT
Title of Certifying Official

5/14/12
Date

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Name of Provider


Signature of Certifying Official

Jacinto Garza, P.E. CEO/President

Title of Certifying Official

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Work Authorization No. 1

**ATTACHMENT F
WORK AUTHORIZATION**

This work authorization is issued in accordance with the Professional Engineering Services Agreement, dated June 20, 2012, by and between the Hidalgo County Regional Mobility Authority and TEDSI Infrastructure Group, Inc.

Work Task: Route studies and attend meetings with HCRMA and City of Pharr more
particularly described in Exhibit B to this Work Authorization.

Cost: \$142,735.06

Deliverables: 1) Route Study with appropriate drawings and attachments.

Completion Date: November 1, 2012

HCRMA Representative

ENGINEER

Signature: _____

Signature: _____

Date: June 20, 2012

Date: _____

Exhibit A - Services to be Provided by HCRMA

Exhibit B - Detailed Scope of Services to be Provided by the Engineer

Exhibit B-1 through B-5 - Location Maps

Exhibit C - Projected Fee Estimate

Exhibit D - Work Schedule

EXHIBIT A
SERVICES TO BE PROVIDED BY THE HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY (HCRMA)

**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.

ROUTE AND DESIGN STUDIES (FC110)

The **HCRMA** will provide the following:

Design Criteria

1. Attend Design Concept Conference to approve design criteria.
2. Review/approve Design Summary Report.

Route 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.

MANAGEMENT (FC164)

The HCRMA will provide the following:

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

EXHIBIT B
DETAILED SCOPE OF SERVICES

WORK AUTHORIZATION NO. 1
EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

The engineer shall provide the following engineer services required for the preparation of the plans, specification and estimate, and related documents for the above noted project. The Engineer shall maintain a direct line of communication and coordinate very closely with the HCRMA and General Engineering Consultant throughout the project. Limits of proposed work is as follows:

- 1) Along US 281 from Spur 600 to FM 2557.
- 2) I Road from BSIF connection to Highline Road.
- 3) San Juan Road from BSIF connection to Highline Road

FC110 ROUTE AND DESIGN STUDIES

- 1) Develop Roadway Design Criteria; prepare the Design Summary Report.
- 2) Attend and conduct the Design Concept Conference.
- 3) Attend Eight (8) design review/coordination meeting with HCRMA, City of Pharr and TxDOT.
- 4) Coordinate with HCRMA to obtain readily available information/documents illustrating existing or proposed improvements, digital design files, utilities, etc.
- 5) Develop up to 5 options for preliminary route to be used in the alternative analysis as follows (Note US 281 over San Juan Road is the currently option that has been developed):
 - a) Option No. 1 Evaluate San Juan Road over US 281
 - b) Option No. 2 Evaluate US 281 over I Road
 - c) Option No. 3 Evaluate I Road over US 281
 - d) Option No. 4 Evaluate Frontage Roads from the vicinity of FM 2557 to Spur 600
 - e) Option No. 5 Evaluate Frontage Roads from the vicinity of San Juan Road to Spur 600
- 6) Develop preliminary plan views of each of the options above.
- 7) Develop and assemble Preliminary Construction Cost Estimates for each of the options above.
- 8) Assist the PM in coordinating stakeholder outreach meetings, 4 meetings maximum, and prepare summaries of said meetings to provide to HCRMA.
- 9) 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).
- 10) 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.
- 11) Additional items not specifically mentioned above will be considered additional work and added by supplemental agreement.

**EXHIBIT B-1 THROUGH B-5
LOCATION MAPS**

4/19/09 PM
6/6/2012
ramon.trevino
Ga\1540\4652-01

HCRMA PMC Project\ENG\CAD\DCN\US281\us281-exhibit b1 LOCATION MAP.dgn

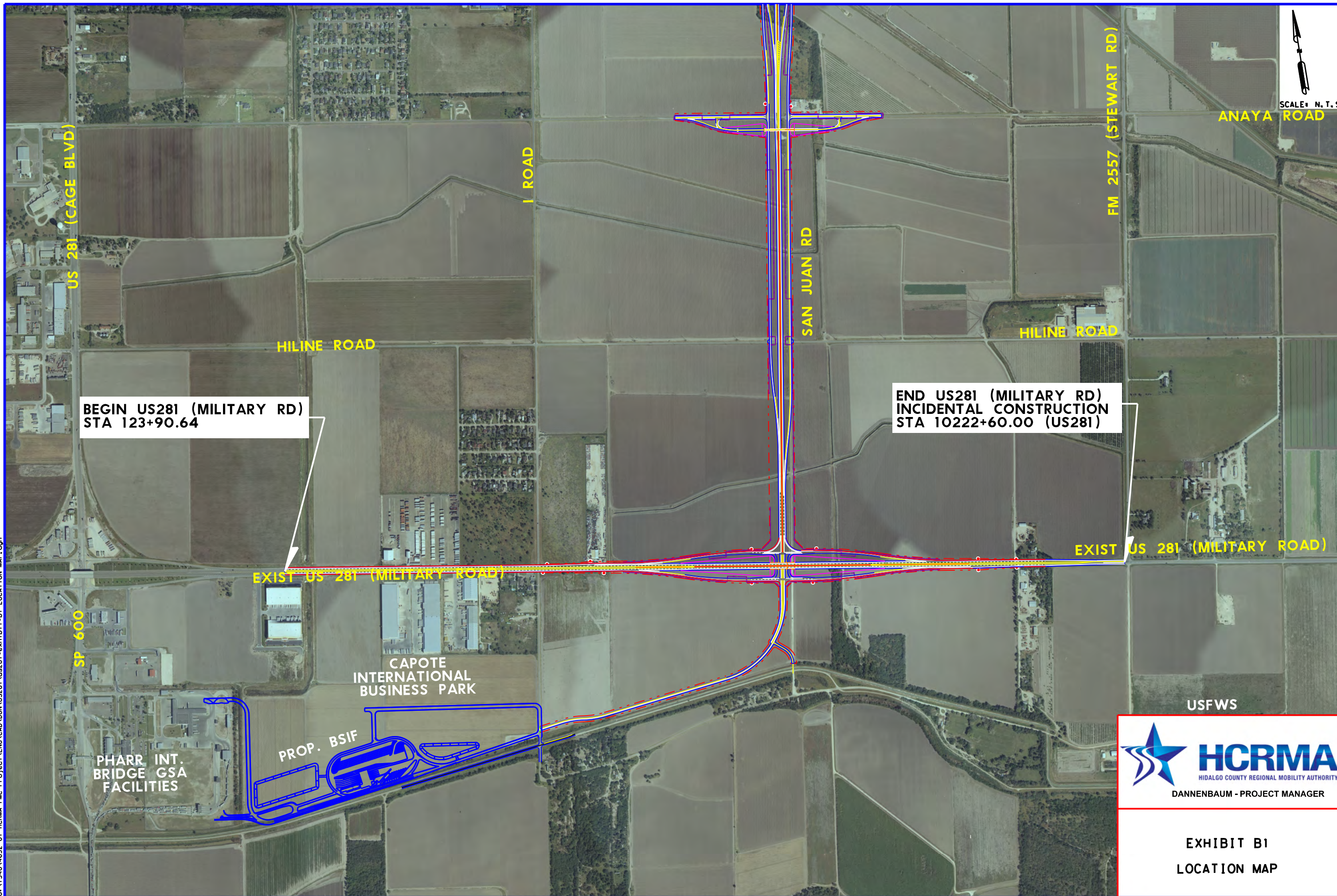


EXHIBIT B1
LOCATION MAP

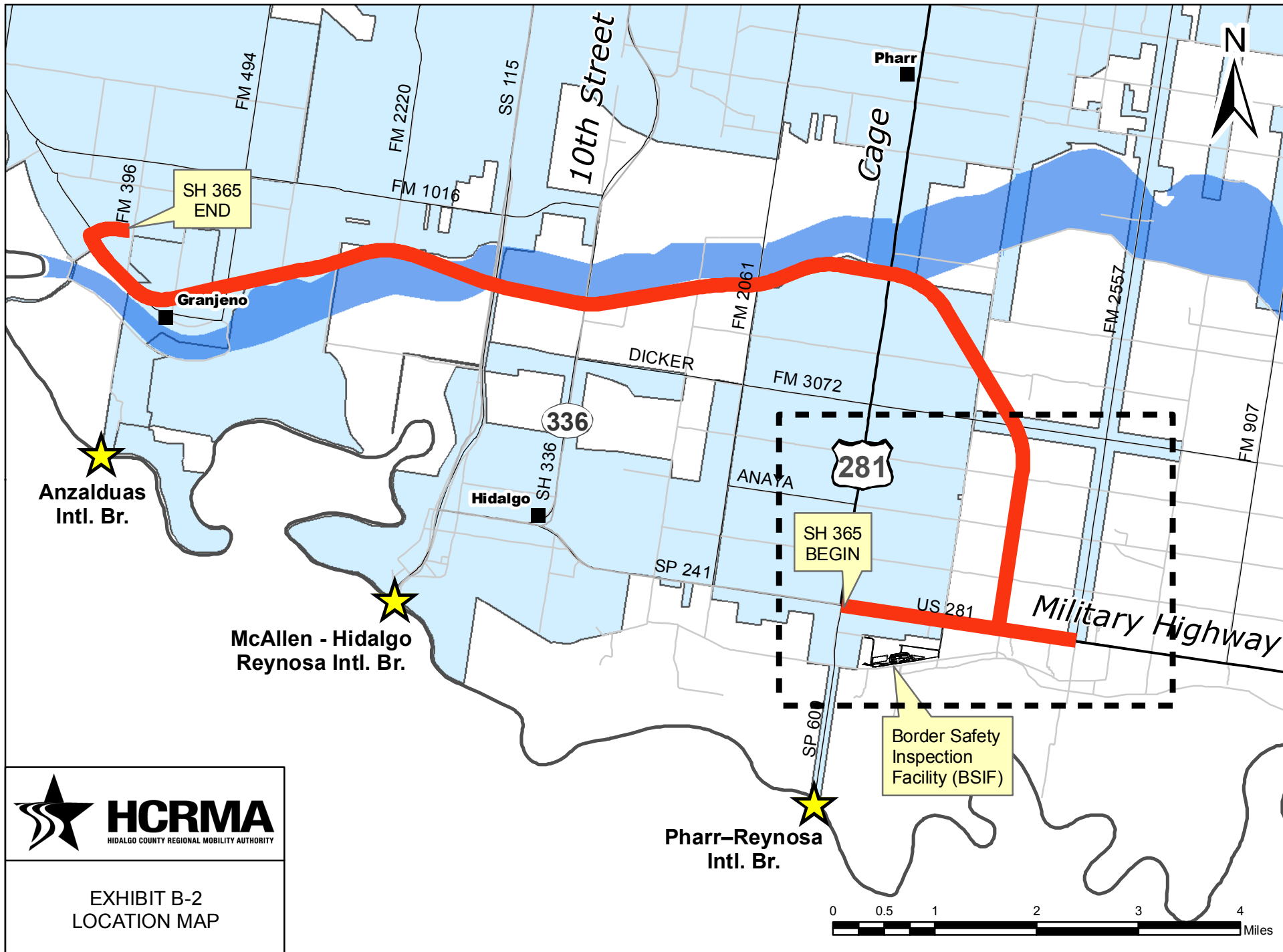
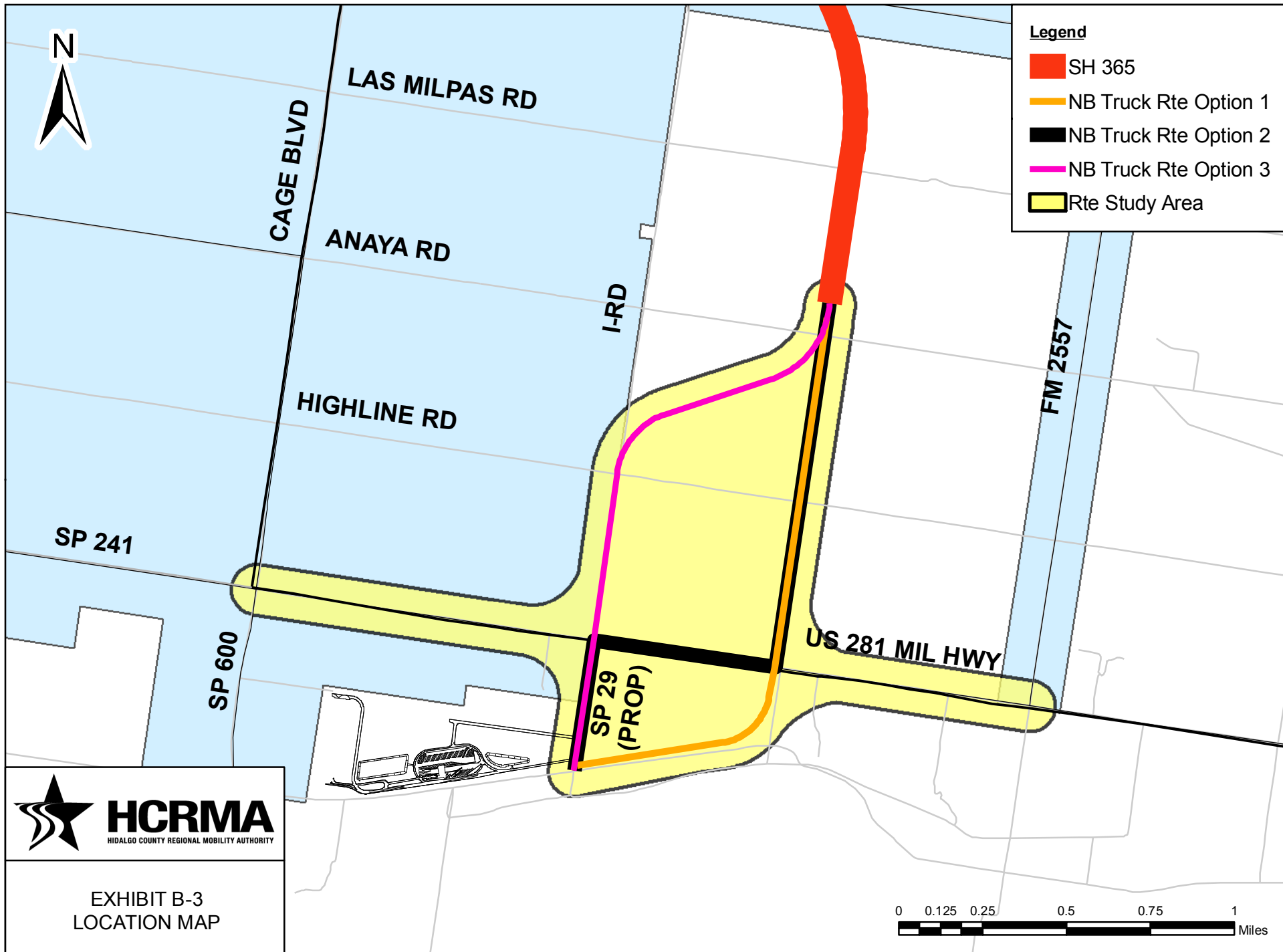
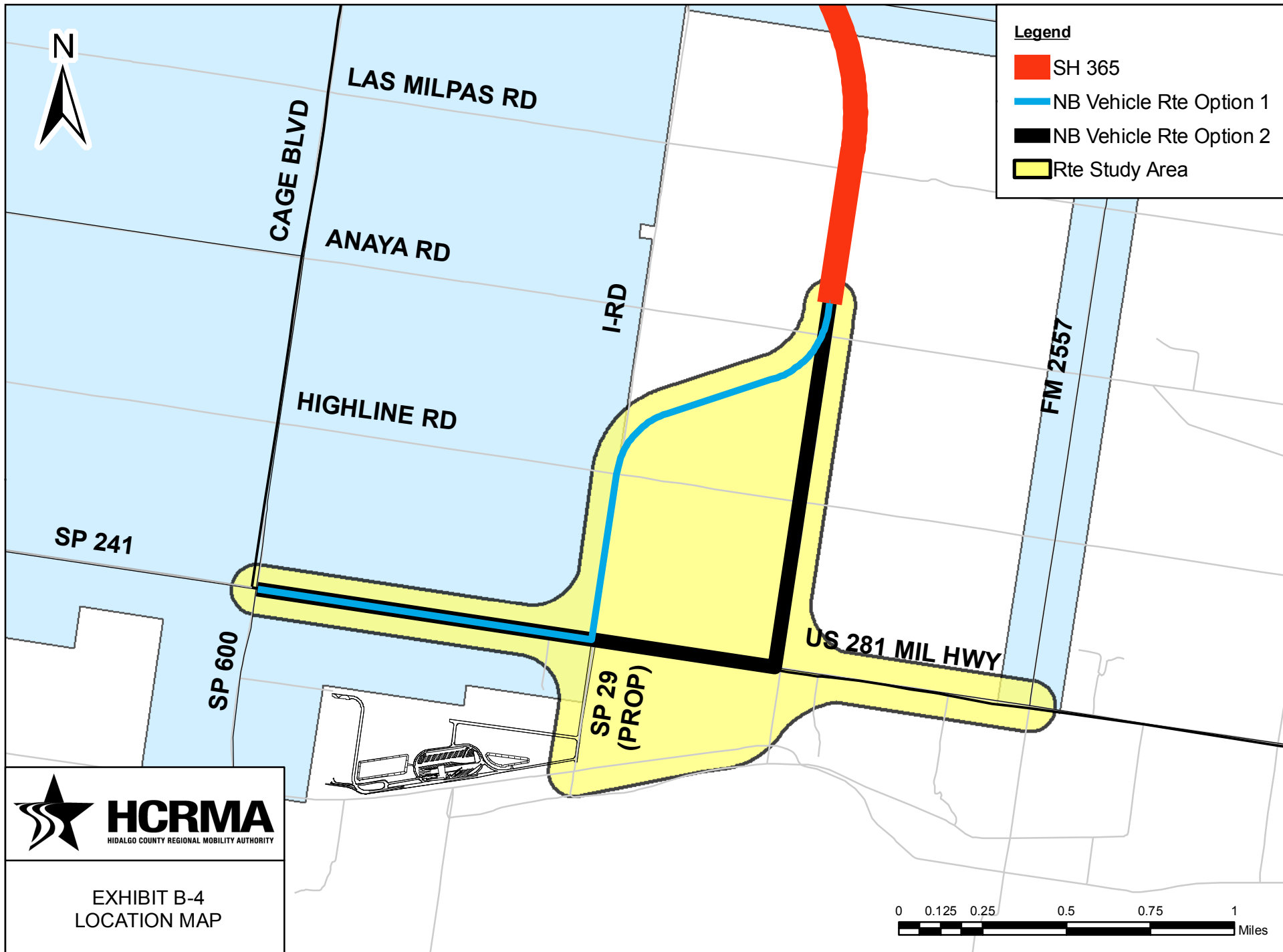


EXHIBIT B-2
LOCATION MAP





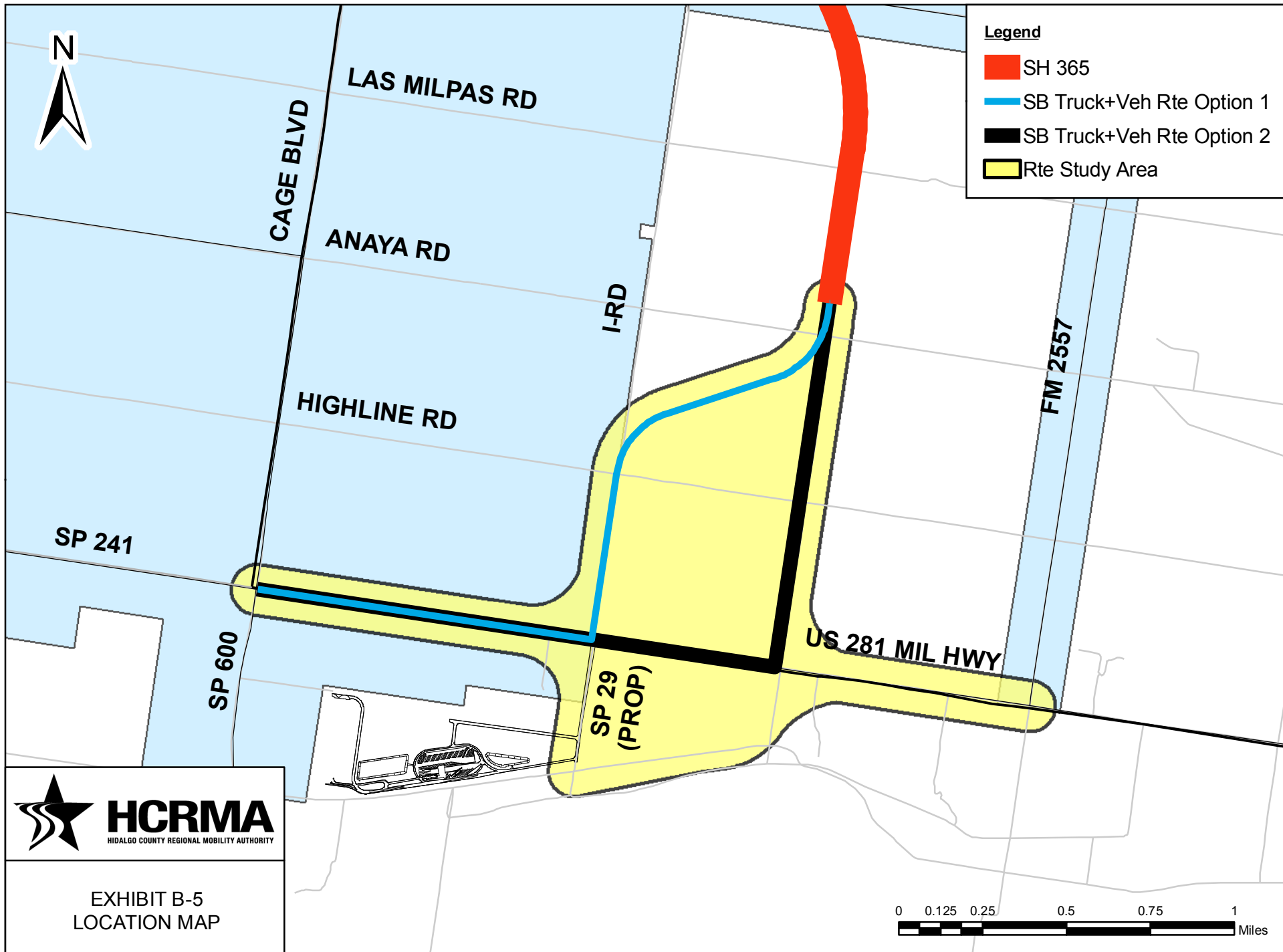


EXHIBIT C
FEE SCHEDULE

WA NO. 1
Schedule Duration: 4.0 Months (July 1, 2012 TO November 1, 2012)

EXHIBIT C
WORK AUTHORIZATION NO. 1
LUMP SUM AMOUNT
SH 365 SEGMENT 3 AT US 281 MILITARY HIGHWAY PROJECT

PROGRAM MANAGEMENT SERVICES	Senior Project Manager	Project Manager	Senior Engineer (V Civil)	Project Engineer (V Civil)	Project Engineer (III, IV Civil)	EIT	Senior Engineering Tech.	CADD Operator	Admin./ Clerical	Total Labor Hrs.	Remarks	Task Cost
DESCRIPTION												
FC 110 - ROUTE AND DESIGN STUDIES												
1.0 ATTEND 8 MEETINGS WITH THE HCRMA / CITY OF PHARR / TXDOT (INCLUDE. PREP. - 4HRS/MTG)	32	0	32	4	32	1	16	1	8	126		\$ 18,001.80
2.0 PREPARE EXHIBITS FOR FIVE (5) OPTIONS	5	10	50	0	75	0	200	0	8	348		\$ 38,808.88
3.0 PREPARE PRELIMINARY COST ESTIMATES FOR FIVE (5) OPTIONS	5	10	25	0	50	0	100	0	20	210		\$ 23,252.33
4.0 ATTEND FOUR (4) MEETINGS WITH STAKEHOLDER OUTREACH MEETINTG (INCLUDE. PREP. - 4HRS/MTG)	16	0	16	4	16	1	8	1	4	66		\$ 9,360.94
4.0 ANALYZE ROUTES FOR FATAL FLAWS	5	30	75	0	100	0	30	0	8	248		\$ 34,443.44
5.0 PREPARE ROUTE STUDY REPORT ON FINDINGS	5	18	45	0	0	0	30	0	10	108		\$ 15,235.52
6.0 QA/QC REPORT	8	0	0	0	0	0	0	0	0	8		\$ 1,512.15
Subtotal	76	68	243	8	273	2	384	2	58	1114	0	\$ 140,615.06
HOURS TOTAL	76	68	243	8	273	2	384	2	58	1,114		
LABOR RATE PER HOUR	\$ 189.02	\$ 183.02	\$ 171.02	\$ 135.01	\$ 120.01	\$105.01	\$90.01	\$75.01	\$ 60.01			
TOTAL DIRECT LABOR COSTS	\$ 14,365.44	\$ 12,445.24	\$ 41,557.16	\$ 1,080.11	\$ 32,763.28	\$ 210.02	\$ 34,563.46	\$ 150.02	\$ 3,480.35	\$ 140,615.08		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	10.22%	8.85%	29.55%	0.77%	23.30%	0.15%	24.58%	0.11%	2.48%	100.00%	CHECK	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	6.82%	6.10%	21.81%	0.72%	24.51%	0.18%	34.47%	0.18%	5.21%	100.00%	\$ 140,615.08	
TOTAL DIRECT LABOR COST												\$ 140,615.06
DIRECT EXPENSES	Rate	Unit	Amount	Total								
LODGING (ALLOWABLE STATE RATE)			0	\$ -							\$ -	
MEALS (ALLOWABLE STATE RATE)		MILE	0	\$ -							\$ -	
MILEAGE (ALLOWABLE STATE RATE)	\$ 0.555	MILE	1,500	\$ 832.50							\$ 832.50	
CAR RENTAL (\$60.00/DAY)		DAY	0	\$ -							\$ -	
AIR TRAVEL (COACH/BUSINESS CLASS) (AT COST)		AT COST	0	\$ -							\$ -	
8.5"X11" COPIES (\$1.00/SHEET)	\$ 1.00	SHEET	300	\$ 300.00							\$ 300.00	
11"X17" COPIES (\$1.50/SHEET)	\$ 1.50	SHEET	125	\$ 187.50							\$ 187.50	
11"X17" MYLAR (\$2.00/SHEET)	\$ 2.00	SHEET	125	\$ 250.00							\$ 250.00	
COLOR PLOTS (\$4.00/SF)	\$ 4.00	SF	100	\$ 400.00							\$ 400.00	
OVERNIGHT MAIL - LETTER SIZE (\$15.00/EA)	\$ 15.00	EACH	10	\$ 150.00							\$ 150.00	
OVERNIGHT MAIL - OVERSIZED BOX (\$25.00/EA)		EACH	0	\$ -							\$ -	
TOTAL DIRECT EXPENSES												\$ 2,120.00
GRAND TOTAL												\$ 142,735.06
ASSUMPTIONS												
NONE												

EXHIBIT D
WORK SCHEDULE

[illegible]

Item 4A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 4A </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 6/12/12 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 6/20/12 </u>
TECHNICAL COMMITTEE	<u> </u>		

2. Agenda Item: **RESOLUTION 2012-21 - REQUESTING AUTHORITY FROM HIDALGO COUNTY TO PLEDGE THE VEHICLE REGISTRATION FEE FOR LONG TERM TRANSPORTATION PROJECTS IN HIDALGO COUNTY**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
- Consideration and approval of Resolution 2012-21 requesting authority from Hidalgo County to pledge the Vehicle Registration Fee for long term transportation projects in Hidalgo County.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes X No N/A
- Funding Source:
5. Staff Recommendation: **Motion to approve Resolution 2012-21 as presented.**
6. Program Manager's Recommendation: X Approved Disapproved None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: X Approved Disapproved None
9. Executive Director's Recommendation: X Approved Disapproved None



Memorandum

To: Dennis Burleson, Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: June 12, 2012
Re: **Resolution Requesting Authority from Hidalgo County to Pledge the Vehicle Registration Fee for Long Term Transportation Projects in Hidalgo County**

Attached is Resolution 2012-21, which requests authority from the Hidalgo County Commissioner's Court to pledge the Vehicle Registration Fee for long term transportation projects in Hidalgo County.

On December 18, 2007, the Hidalgo County Commissioner Court granted authority to the Hidalgo County Regional Mobility Authority (HCRMA) to pledge the vehicle registration fees for the payment of debt issued on work for projects.

Because the HCRMA updated the Strategic Plan on March 28, 2012, it has become necessary to update the resolution requesting authority from the County to pledge the vehicle registration fees to incur additional debt in furtherance of long term transportation projects in Hidalgo County.

Based on review by this office, approval of Resolution 2012-21 is recommended as presented.

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

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

EXHIBIT B
PROJECT DESCRIPTION

Item 3B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 4B </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 6/12/12 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 6/20/12 </u>
TECHNICAL COMMITTEE	<u> </u>		

3. Agenda Item: **RESOLUTION 2012-22 – SUPPORTING CAMERON COUNTY REGIONAL MOBILITY AUTHORITY’S EFFORT TO CONSTRUCT A SECOND ACCESS TO SOUTH PADRE ISLAND**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
- Consideration and approval of Resolution 2012-21 supporting Cameron County Regional Mobility Authority’s effort to construct a second access to South Padre Island.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
- Funding Source:
5. Staff Recommendation: **Motion to approve Resolution 2012-22 as presented.**
6. Program Manager’s Recommendation: Approved Disapproved X None
7. Planning Committee’s Recommendation: Approved Disapproved X None
8. Board Attorney’s Recommendation: Approved Disapproved X None
9. Executive Director’s Recommendation: Approved Disapproved X None

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