

# HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## NOTICE OF AND AGENDA FOR A WORKSHOP AND REGULAR MEETING

### TO BE HELD BY THE BOARD OF DIRECTORS

**DATE:** TUESDAY, JUNE 28, 2016  
**TIME:** 5:30 PM  
**PLACE:** PHARR CITY HALL  
2<sup>nd</sup> FLOOR CITY COMMISSION CHAMBERS  
118 SOUTH CAGE BOULEVARD  
PHARR, TEXAS 78577

**PRESIDING: S. DAVID DEANDA, JR, CHAIRMAN**

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#### PLEDGE OF ALLEGIANCE

#### INVOCATION

#### PROCLAMATION – RANCE G. SWEETEN, CHAIRMAN – 2014 TO 2016

#### CALL TO ORDER FOR WORKSHOP

1. Hidalgo County Regional Mobility Authority Board of Directors Annual Ethics and Compliance Training.

#### ADJOURNMENT FOR WORKSHOP

#### CALL TO ORDER AND ESTABLISHMENT OF A QUORUM FOR REGULAR MEETING

#### 1. REPORTS

- A. Report on Program Manager Activity for 365 Tollway and IBTC – Louis Jones, Dannenbaum Engineering
- B. Report on Construction Activity for US 281/Military Highway Overpass/BSIF Connector Project – Ramon Navarro, HCRMA

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

- A. Approval of Minutes for Regular Meeting held May 26, 2016.
- B. Approval of Project & General Expense Report for the period from May 10, 2016 to June 8, 2016.
- C. Approval of Financial Report for May 2016.
- D. Resolution 2016-81 – Approval of Work Authorization Number 5 to the Professional Service Agreement with SAMES Engineering to provide parcels 107-A, 13P2, 102, 20, 108, 110, 111, 112 and 113 for the 365 Tollway Project.
- E. Resolution 2016-82 – Approval of Contract Amendment Number 2 to the Professional Service Agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Numbers 4 and 5.

#### 3. REGULAR AGENDA

- A. Resolution 2016-83 – Approving and Authorizing Execution of a Participation Agreement and Trust Instrument for participation in a Public Fund Investment Pool, Designating the Board of Trustee of the Pool as an agency and instrumentality to supervise the Pool, Approving Investment Policy of the Pool, Appointing Authorized Representatives and Designating Investment Officers with LOGIC (Local Government Investment Cooperative) for the Hidalgo County Regional Mobility Authority.
- B. Resolution 2016-84 – Approval of Work Authorization Number 3 – Supplemental Number 4 to the Professional Service Agreement with L&G Engineering to revise the final plans, specifications and estimates for Segment 2 of the 365 Tollway Project due to off-system designation and plan set consolidation required by the Texas Department of Transportation.
- C. Resolution 2016-85 – Approval of Work Authorization Number 3 – Supplemental Number 5 to the Professional Service Agreement with S&B Infrastructure to revise the final plans, specifications and estimates for Segment 1 of the 365 Tollway Project due to off-system designation and plan set consolidation required by the Texas Department of Transportation.
- D. Resolution 2016-86 – Approval of Contract Amendment Number 3 to the Professional Service Agreement with S&B Infrastructure to increase the maximum payable amount for Work Authorization Number 3 – Supplemental Number 5.
- E. Resolution 2016-87 – Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and the Hidalgo County Regional Mobility Authority for Advance Project Development of FM 1925 (Monte Cristo Road) from I69 Central to I69 East.

- F. Resolution 2016-88 – Authorizing the Issuance, Sale and Delivery of Hidalgo County Regional Mobility Authority Junior Lien Revenue Bond, Taxable Series 2016 (The “SIB Bond”); Approving and Authorizing the Execution and Delivery of the Master Trust Indenture; Approving and Authorizing the Terms and Conditions of a Loan Agreement and the Execution and Delivery of such Loan Agreement and the form of the SIB Bond; Authorizing the Execution and Delivery of any and all Documents, Certificates, Agreements, Closing Instructions, and Instruments necessary or desirable to be Executed and Delivered in connection with the foregoing and enacting other provisions relating to the subject.

#### 4. CHAIRMAN’S REPORT

- A. Report on Texas Transportation Commission Meeting held May 28, 2016 in Austin, Texas.

#### 5. TABLED ITEMS

- A. None

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

- A. Consultation with Board Attorney on legal issues pertaining to the Project Development, Operation & Maintenance Agreement for State Highway 365 and Advance Funding Agreement for US 281/Military Highway Overpass Projects (Section 551.071 T.G.C.).
- B. Consultation with Board Attorney on legal issues pertaining to the Texas Department of Transportation State Infrastructure Bank Loan for the 365 Tollway Project (Section 551.071 T.G.C.)
- C. Consultation with Board Attorney on legal issues pertaining to Professional Service Agreements for Engineering, Surveying and Environmental Services (Section 551.071 T.G.C.).
- D. Consultation with Board Attorney on legal issues pertaining to the deliberation of real property for the 365 Tollway and International Bridge Trade Corridor Projects (Sections 551.071 and 551.072 T.G.C.).
- E. Consultation with Board Attorney on legal issues pertaining to Early Right of Way Acquisition and environmental clearance process for the 365 Tollway, International Bridge Trade Corridor and State Highway 68 Projects (Section 551.071 T.G.C.).
- F. Consultation with Board Attorney on legal issues pertaining to the use of Eminent Domain to acquire property required to complete the project alignments of the 365 Tollway and the International Bridge Trade Corridor Projects (Sections 551.071 and 551.072 T.G.C.).
- G. Consultation with Board Attorney on legal issues pertaining to the proposed South Texas Class I Rail Project (Section 551.071 T.G.C.).

#### PUBLIC COMMENT

#### ADJOURNMENT OF REGULAR MEETING

### 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 Hidalgo County Regional Mobility Authority Web Page ([www.hcrma.net](http://www.hcrma.net)) and the bulletin board in the Hidalgo County Court House (100 North Clossner, Edinburg, Texas 78539), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the **22<sup>nd</sup>** day of **June 2016** 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  
Executive Assistant

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

**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.”

Item 1

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

<b>BOARD OF DIRECTORS</b>	<u>  X  </u>	<b>AGENDA ITEM</b>	<u>  1  </u>
<b>PLANNING COMMITTEE</b>	<u>          </u>	<b>DATE SUBMITTED</b>	<u>  06/14/16  </u>
<b>FINANCE COMMITTEE</b>	<u>          </u>	<b>MEETING DATE</b>	<u>  06/28/16  </u>
<b>TECHNICAL COMMITTEE</b>	<u>          </u>		

1. Agenda Item: **WORKSHOP ITEM 1 – BOARD OF DIRECTORS ANNUAL ETHICS & COMPLIANCE TRAINING.**
  
2. Nature of Request: (Brief Overview) Attachments:   X  Yes   No  
Board of Directors Annual Ethics & Compliance Training by Blakely Fernandez, Bracewell LLP.
  
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
  
4. Budgeted:   Yes   No   X  N/A
  
5. Staff Recommendation: **Presentation only.**
  
6. Program Manager’s Recommendation:   Approved   Disapproved   X  None
  
7. Planning Committee’s Recommendation:   Approved   Disapproved   X  None
  
8. Board Attorney’s Recommendation:   Approved   Disapproved   X  None
  
9. Chief Auditor’s Recommendation:   Approved   Disapproved   X  None
  
10. Chief Financial Officer’s Recommendation:   Approved   Disapproved   X  None
  
11. Chief Construction Engineer’s Recommendation:   Approved   Disapproved   X  None
  
12. Executive Director’s Recommendation:   Approved   Disapproved   X  None

# HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Ethics Workshop  
June 28, 2016



## INTERNAL ETHICS & COMPLIANCE

RMAAs required to **adopt** and **enforce** an internal ethics and compliance program

- Detect and prevent violations of the law
- Enforce compliance with program
- Provide periodic training
- Institute monitoring and auditing systems

Texas Administrative  
Code  
Title 43, Rule 26.56

## ETHICS

**Responsibility for conduct and behavior that reflects the public trust**

### Common Ethical Violations

- Conflict of Interest
- Abusive Behavior
- Safety Violations
- Failure to Disclose / Misrepresentation
- Favoritism
- Harassment
- Investment Conflict

## COMPLIANCE

**Evidence & Enforcement**

### Rules, Policies & Procedures

- Conflicts of Interest
- Misuse of Government Property
- Nepotism
- Bribery
- Qualifications for Office
- Open Government
- Procurement

### Evidence Examples

- Personal Financial Statements
- Public Funds Investment Act
- Open Government Training Certificates
- Board and Staff Training Evidence
- Disclosure Forms / Affidavits

# OVERVIEW OF DISCUSSION

## 7 KEY AREAS:

Conflict of Interest  
Procurements  
Misuse of Government Property  
Nepotism  
Bribery & Gifts  
Qualifications for Office  
Open Government

STATE LAW | TXDOT RULES | HCRMA POLICIES

## CONFLICT OF INTEREST

**Personal interests that can undermine one's loyalty to his public duties**

### STATE LAW

- Chapter 171, Texas Local Government Code

### TXDOT RULES

- TAC, Title 43, Rule 26.51

### HCRMA POLICIES

## CONFLICT OF INTEREST – STATE LAW

### Texas Local Government Code, Chapter 171:

Prohibits a **local government official** from **participating** in a **vote** on a matter involving a **business entity** or **property** in which the official has a **substantial business** or **property interest** if it is **reasonably foreseeable** that an action on the matter would confer an **economic benefit** on the business entity or real property

#### Chapter 171 Conflict = NO PARTICIPATION

- Cannot vote in the decision
- Cannot deliberate on the matter
- Should not attend meetings (even closed) when matter is discussed

PRIOR to any vote, the conflicted official must file an **Affidavit** disclosing the conflict.

## CONFLICT OF INTEREST – STATE LAW

### Substantial Business Interest

- Person owns 10% or more of the voting shares of the business entity, or
- or owns 10% or more or \$15,000 or more of the fair market value of the business entity, or
- Funds received from the business entity exceed 10% of the person's gross income for the previous year.

#### Two Important Notes:

*If a person related to the official in the first degree of consanguinity or affinity has a substantial business or property interest, then the official has the same interest.*

*There is no distinction between direct and indirect funds or ownership.*

### Substantial Property Interest

- Person has an interest in real property worth \$2,500 or more
- The action in question must have a **special economic effect** on the value of the property that is distinguishable from its general effect on the population.

**Burden is on the official to identify a substantial business or property interest**

## CONFLICT OF INTEREST – STATE LAW

### Violation of Chapter 171 IMPACT ON ACTION

- Does not render the action of the governmental body voidable
  - unless the measure would not have been approved without the vote of the person who violated the provision

### Violation of Chapter 171 IMPACT ON VIOLATOR

- A person who knowingly violates the provision commits an offense punishable as a *Class A Misdemeanor*

#### *Class A Misdemeanor*

1. Fine not to exceed \$4,000
2. Confinement in jail for a term not to exceed one year
3. Both fine and confinement

## CONFLICT OF INTEREST – TXDOT RULES

### An RMA Director or Employee shall not:

- **ACCEPT OR SOLICIT ANY GIFT**, favor, or service that might reasonably tend to influence the discharge of official duties;
- Engage in a business or professional activity that one might reasonably expect would require or induce the director or employee to **DISCLOSE CONFIDENTIAL INFORMATION** acquired by reason of the official position;
- Accept other employment that could reasonably be expected **TO IMPAIR INDEPENDENCE OF JUDGMENT** in the performance of official duties;
- **MAKE PERSONAL INVESTMENTS**, including investments of a spouse, that could reasonably be expected to create a conflict between the private interest and the interest of the RMA or that could impair the ability to make independent decisions;
- Intentionally or knowingly solicit, accept, or agree to accept **ANY BENEFIT** for having exercised official powers or performed official duties in favor of another; or
- **HAVE A PERSONAL INTEREST** in an agreement executed by the RMA.

## CONFLICT OF INTEREST – TXDOT RULES

### Examples of Prohibited Activity:

- No lunches, dinners, trips that would be perceived to influence decisions
- No sharing confidential information – information not yet public
- No purchase of land in or near projected ROW
- No interest in RMA contracts

## CONFLICT OF INTEREST – HCRMA POLICIES

### HCRMA RULES

- Compliance Certificate on Project / Project Alignment
  - No Personal Investment / Interest in Projects
  - No Property in the Right of Way
  - Board Members **and Consultants**

## PROCUREMENT

### Solicitation, Selection, Negotiation & Contracting

#### STATE LAW

- Chapter 176, Local Government Code

#### TXDOT RULES

- TAC, Title 43, Rule 26.51 (Conflict of Interest)
- TAC, Title 43, Rule 10.5 (Ethical Conduct)

#### HCRMA POLICIES

## PROCUREMENT – STATE LAW

### **Conflict Disclosure, Local Government Code, Chapter 176**

- Requires disclosure of business and employment relationships and gifts
- Burden is on BOTH local government officers and persons doing business with local governmental entities

## PROCUREMENT – STATE LAW

### RMA DIRECTOR OBLIGATION: CONFLICTS DISCLOSURE STATEMENT

- Disclosure obligation arises on procurement (a vendor considering contracting)
- A Board Member is required to file a Conflicts Disclosure Statement if he or a family member (1<sup>st</sup> degree):
  - is receiving taxable income from an employment or other business relationship with the person, other than investment income, that exceeds \$2,500 during the 12-month period preceding the director's awareness of the contract or consideration of the person; or
  - has received gifts with an aggregate value of more than \$250 in the 12 month period before the officer became aware of the contract or consideration of the person
- Form CIS (Texas Ethics Commission)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<small>(Instructions for completing and filing this form are provided on the next page.)</small>		
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.		<b>OFFICE USE ONLY</b>
1 Name of Local Government Officer		Date Received
2 Office Held		
3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code		
4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.		
5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).		
Date Gift Accepted _____ Description of Gift _____		
Date Gift Accepted _____ Description of Gift _____		
Date Gift Accepted _____ Description of Gift _____		
<small>(attach additional forms as necessary)</small>		
6 AFFIDAVIT		
I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.		
_____		
<small>Signature of Local Government Officer</small>		
<small>AFFIX NOTARY STAMP / SEAL ABOVE</small>		
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.		
_____	_____	_____
<small>Signature of officer administering oath</small>	<small>Printed name of officer administering oath</small>	<small>Title of officer administering oath</small>

## PROCUREMENT – STATE LAW

### Vendor Obligations

- A person who enters or seeks to enter into a contract with the RMA for the sale or purchase of real property, goods, or services, and
- has a business relationship with the a director of the RMA must file a Conflict of Interest Questionnaire if that person:
  - has an employment or other business relationship with a Director of the RMA or an Director’s family member or
  - have given a Director or a Director’s family member one or more gifts with the aggregate value of \$250
- RMA is required to keep a list of Directors and officers on its website to assist vendors in their responsibility
- Form CIQ, Texas Ethics Commission

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>		OFFICE USE ONLY
		Date Received
1] Name of vendor who has a business relationship with local governmental entity.		
2] <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3] Name of local government officer about whom the information is being disclosed.		
_____ Name of Officer		
4] Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
5] Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6] <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7]		
_____ Signature of vendor doing business with the governmental entity		_____ Date

## PROCUREMENT – TXDOT RULES

Requires ethical conduct of entities procuring business

- No Benefit may be provided (See Bribery below.)
  - Benefit is anything that is reasonably regarded as financial gain or financial advantage, including a benefit to another person in whose welfare the beneficiary has a direct and substantial interest, regardless of whether the donor is reimbursed.
  - Benefit is not an ordinary working meal, a token item (generally under \$25 in value), an honorarium in the form of a meal, reimbursement for expenses related to attending an official event (conference, workshop, seminar, etc.)

### EXAMPLES OF BENEFITS

cash  
Loans  
meals (not working meals)  
Lodging  
Services  
Tickets  
door prizes  
free entry to events  
transportation  
hunting or fishing trips, or  
discounts on goods or services.

## PROCUREMENT – HCRMA POLICIES

### HCRMA Additional Rules

- “Key Personnel” for purposes of 176 reporting includes consultants, when consultants are involved in selecting or monitoring vendors:
  - Program Manager
  - General Counsel
  - Financial Advisor
  - Program Manager

## MISUSE OF GOVERNMENT PROPERTY

### Violation of the Public Trust

#### STATE LAW

- Section 39.03(a)(2), Texas Penal Code

## MISUSE OF GOVERNMENT PROPERTY – STATE LAW

### Penal Code, Section 39.03(a)(2)

- Misuse of government property, services, personnel, or anything of value belonging to the government that has come into the public servant's custody or possession by virtue of the office or employment
- With intent to obtain a benefit or intent to harm or defraud another

## MISUSE OF GOVERNMENT PROPERTY – STATE LAW

### Definition Misuse

- Misuse means to deal with property contrary to:
  - An agreement under which the public servant holds the property
  - A contract of employment or oath of office of a public servant
  - A law that prescribes the manner of custody or disposition of the property

### Penalty for violation

- Ranges from a Class C misdemeanor to a first degree felony
  - Depending on the value of the thing misused

**Class C Misdemeanor** = Fine not to exceed \$500

**First Degree Felony** = Sentence ranging from 5 to 99 years & a fine not to exceed \$10,000

## MISUSE OF GOVERNMENT PROPERTY – STATE LAW INFORMATION IS PROPERTY

A public servant is prohibited from:

- Using official information to acquire or assist another acquire a pecuniary interest in any property, transaction, or enterprise.
- Speculating or aiding another to speculate on the basis of official information.
- Disclosing or using the information to obtain a benefit or to harm another.

## NEPOTISM

Conflict through relationships

### STATE LAW

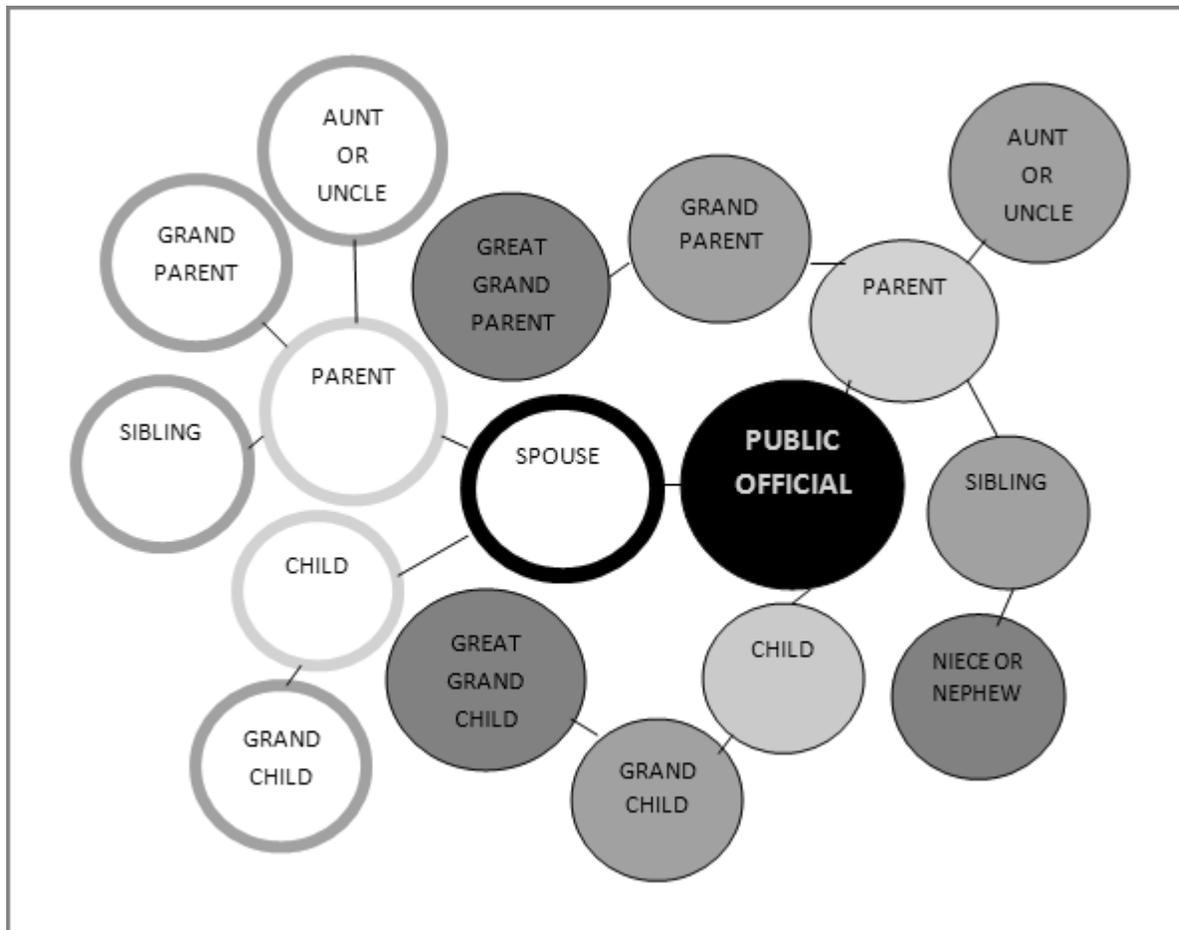
- Chapter 573, Texas Government Code

## NEPOTISM – STATE LAW

### Nepotism

A public official may not appoint (or confirm) or vote for the appointment (or confirmation) of an individual to a position that is to be directly or indirectly compensated from public dollars if the individual is related to the public official within the:

- 3<sup>rd</sup> degree of consanguinity (filled circles)
- 2<sup>nd</sup> degree of affinity (outlined circles)



## Nepotism – State Law

- Only applies to paid positions
- Prohibition applies to all members of the board (unlike conflict of interest where the affected member abstains)
- Doesn't apply to self-appointment (*but such appointments are forbidden under doctrine of incompatibility*)
- Penalty = immediate removal for official misconduct and possible fine up to \$1,000

### Note:

*The nepotism standard is also used in conflicts of interest tests.*

## BRIBERY & GIFTS

### Improper exchange of benefits

#### STATE LAW

- Section 36.02, Texas Penal Code

#### TXDOT RULES

- TAC, Title 43, Rule 10.5 (Ethical Conduct)

## BRIBERY & GIFTS – STATE LAW

- Soliciting, offering, or accepting a **benefit** in exchange **for a decision, opinion, recommendation, vote, or other exercise of official discretion.**

Penal Code § 36.02

### 2<sup>nd</sup> Degree Felony

Confinement of more than 20 years or less than 2 years and  
A fine not to exceed \$10,000

## BRIBERY & GIFTS – STATE LAW

### Benefit

- A “benefit” is anything reasonably regarded as pecuniary gain or pecuniary advantage
  - Money
  - Gift or Favor
  - Honoraria
- A public servant who exercises discretion with contracts, purchases, payments, claims, or other pecuniary transactions, may not accept a benefit from a person known to be interested, *or likely to become interested* in such a transaction.

## BRIBERY & GIFTS – STATE LAW

### Accepting a Benefit

- In exchange for a vote or action
- From a party interested in a business opportunity
- From a person subject to the official's jurisdiction

### TIMING

- An item accepted after the exercise of official action may still be considered bribery

### INFLUENCE

- May be bribery even if the item was not solicited and had no influence over the decision

## BRIBERY & GIFTS – STATE LAW

### Honoraria

- Prohibited:
  - Accepting an honorarium where services are requested because of the officer's or employee's official position.
- Permitted:
  - Food, transportation and lodging in connections with a speech if the services performed are more than merely perfunctory.

## Bribery & Gifts – State Law

### Exceptions

- Non-cash items less than \$50
- Food, lodging, transportation, or entertainment if accepted as a “guest” (donor must be present)
- A gift from a friend relative, or business associate with whom you have a relationship independent of official status.
- A payment for legitimate consideration

### Can you accept:

- A \$50 Clock – NO (\$49=yes)
- Dallas Cowboy Tickets – IF DONOR IS PRESENT
- \$160 Rifle – NO (\$49=yes)
- A Hotel Room – MAYBE
- Cash – NO
- A Floral Arrangement – NO, IF OVER \$49
- A plaque – YES
- Gift from Family Member or Close Personal Friend – YES
- Gift from a Business Associate - YES

#### **Note:**

*Exceptions are to criminal liability. Consider other applicable rules and appearance of impropriety.*

## BRIBERY & GIFTS – TXDOT RULES

### Benefits

- Anything that is reasonably regarded as financial gain or financial advantage
  - cash, loans, meals, lodging, services, tickets, door prizes, free entry to entertainment or sporting events, transportation, hunting or fishing trips, or discounts on goods or services

### Exceptions

- an ordinary working meal;
- a token item, other than cash, a check, stock, bond, or similar item, that is distributed generally as a normal means of advertising and that does not exceed an estimated value of \$25;
- an honorarium in the form of a meal served at an official, department-related event such as a conference, workshop, seminar, or symposium; or
- reimbursement for food, travel, or lodging to an official event

## Bribery – What can you accept?

	STATE LAW	TXDOT RULES
A \$50 Clock	No (\$49 Clock = Yes)	No (\$25 Clock = Maybe)
Dallas Cowboys Tickets	Yes, if donor is present	No
A \$160 Rifle	No (\$49 Rifle = Yes)	No
A Hotel Room	Maybe	Maybe
Cash	No	No
A Floral Arrangement	\$49 or under, Yes	\$25 or under, Maybe
A Plaque	Yes	Yes
Gift from a Family Member or Close, Personal Friend	Yes	?
Gift from a Business Associate	Yes	?

## QUALIFICATIONS FOR OFFICE

### Requirements for Service

#### STATE LAW

- Chapter 370, Texas Transportation Code

#### TXDOT RULES

- TAC, Title 43, Rule 26.51 (b) (Conflicts of Interest)

## QUALIFICATIONS – STATE LAW

### Chapter 370 Requirements

- An RMA Board Member may NOT:
  - Be an elected official
  - Live outside of Hidalgo County
  - Work for TxDOT
  - Work for a governmental entity any part of which is located within Hidalgo County
  - Own an interest in real property that will be acquired for an RMA project (if the necessity for the acquisition is known at the time of the appointment)
- An RMA Board Member is a State Official and must file an annual Personal Financial Statement

## QUALIFICATIONS – TXDOT RULES

**A person is NOT eligible to serve as a Board Member or Executive Director of an RMA if the person or the person's spouse:**

- is employed by or participates in the management of a business entity or other organization, other than a political subdivision, that is regulated by or receives funds from TxDOT, the RMA, or Hidalgo County;
- directly or indirectly owns or controls more than a 10% interest in a business or other organization that is regulated by or receives funds from TxDOT, the RMA, or Hidalgo County;
- uses or receives a substantial amount of tangible goods, services, or funds from TxDOT, the RMA, or Hidalgo County;
- is required to register as a lobbyist under Government Code, Chapter 305, because of the person's activities for compensation on behalf of a profession related to the operation of TxDOT, the RMA, or Hidalgo County;
- is an officer, employee, or paid consultant of a Texas trade association in the field of road construction or maintenance, public transportation, rail, 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, rail, or aviation;
- has received funds from TxDOT, the RMA, or Hidalgo County for acquisition of highway right of way (with some exception)

## OPEN GOVERNMENT

### Transparency

#### STATE LAW

- Chapter 551, Texas Government Code (Open Meetings)
- Chapter 552, Texas Government Code (Public Information Act)

## OPEN GOVERNMENT – STATE LAW

- RMA is a Governmental Body
  - Subject to State and federal laws
  - Public's right to know of government's successes and failures
  - Requirement for transparency

## OPEN GOVERNMENT / OPEN MEETINGS – STATE LAW

- All meetings are open
  - Unless the law provides an exception (Executive Session)
- All meetings require public notice
  - Time, place, and subject posting
- Records of meetings must be maintained
- **It is the members' duty to comply with the Open Meetings Act**

### Elements of a Meeting

- Quorum Present (4 Members)
- Discussion of public's business / public policy over which the RMA has jurisdiction
- -or -
- Meeting called/conducted by the RMA
- Quorum is present
- Information is presented about the public's business / public policy over which the RMA has jurisdiction

## OPEN GOVERNMENT / OPEN MEETINGS – STATE LAW

### Social Setting/Convention/Workshop/ Press Conference :

- Quorum
- No discussion of business  
= **No Public Meeting**
- Discussion of business  
= **Illegal Public Meeting** (Maybe)
  - Discussion of business is incidental to event & No action is taken = **No Public Meeting**

### E-mail / Text Message

- ▶ Quorum (directly or indirectly)
- ▶ Discussion of business  
= **Illegal Public Meeting**

### Public Hearing

- Quorum
- No participation by RMA board
- Meeting Called by RMA  
= **Public Meeting**

### County Workshop

- Participation by Chairman
- Discussion of business  
= **Public Meeting**

## OPEN GOVERNMENT / OPEN MEETINGS – STATE LAW

### Committee Meetings

- Less than a quorum
- Discussion of business
- Meeting called by RMA
  
- IF final action is taken (or board will “rubberstamp” recommendation) = **Public Meeting**
  
- IF meeting results only in recommendation to board for action = **NO Public Meeting**

## OPEN GOVERNMENT / CLOSED MEETINGS – STATE LAW

## Exceptions to Open Meetings

- Consultation with attorney
    - Seek advice on legal matters, like pending litigation or settlement matters or contract negotiations
    - No discussion of non-legal issues
      - No discussion of policy matters
      - No discussion of merits of a contract
  - Real Property
  - Prospective Gift
  - Security Devices
  - Economic Development
  - Personnel
- ▶ Who attends a Closed Meeting
    - All members of the RMA board are permitted
    - Attorney, if attorney consultation is exception
    - Board's discretion
      - Officers, employees/consultants if necessary to further discussion
      - NOT arm's length parties
  - ▶ Must give public notice of Exception
  - ▶ Must keep a Record
    - Certified Agenda or Tape
      - Includes subjects of all deliberations and record of any decisions
    - If closed for Attorney Client Privilege, attorney maintains meeting notes.
  - ▶ FINAL ACTION must take place in public meeting

## OPEN GOVERNMENT / OPEN MEETINGS – STATE LAW

### Civil Penalties for violation

- Action take is void or voidable
- Mandamus suit to force compliance
  - Attorneys fees and costs go to prevailing party

### Criminal penalties for violation

- For participating in illegal meeting
  - Fine ranging from \$100-500 and/or
  - Confinement ranging from 1-6 months
  - *NOTE: It's affirmative defense that the member acted in reliance on a court order, advice from the Texas Attorney General, or advice from general counsel*
- For participating in closed meeting with no record keeping
  - Fine not to exceed \$500
- For disclosure of Closed Meeting deliberations
  - Fine not to exceed \$2,000 and/or
  - Confinement not to exceed 180 days

## OPEN GOVERNMENT / PUBLIC INFO – STATE LAW

- Mechanism for citizens to inspect or copy government records
- Public Information
  - Information collected, assembled, maintained by or for the RMA (any format)
  - Certain exceptions apply
    - Agency Memoranda
    - Drafts
    - Attorney Client Communication
    - Third Party Proprietary Information
    - Security Information

## COMPLIANCE EVIDENCE

## COMPLIANCE EVIDENCE – STATE LAW & TXDOT RULES

### **Training Evidence:**

- Open Government Training Certificates
- Public Investment Act Training Certificates
- Board and Staff Compliance Training Evidence
- Staff Project / Billing Training Evidence
- HCRMA Compliance Certificates

### **Reports:**

- Strategic Plan
- Annual Report
- Financial Reports/Audit
- Investment Reports
- Project Reports
- Notice of Debt
- Compliance Report
  
- Board: Annual Personal Financial Statement

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**  
**BOARD OF DIRECTORS**  
**CERTIFICATE**

Chapter 370, Texas Transportation Code makes certain requirements on Regional Mobility Authority board members. Accordingly, I, the undersigned, hereby certify as follows:

1. At the time of my appointment, I did not own an interest in any real property that was known to be necessary for any project included in the Hidalgo County Loop System and subject to acquisition by the Hidalgo County Regional Mobility Authority.
2. I have not made any personal investments that could reasonably be expected to create a substantial conflict of interest between my private interest and interests of the Hidalgo County Regional Mobility Authority.
3. I do not have a personal interest in an agreement executed by the Hidalgo County Regional Mobility Authority.
4. Neither my spouse nor I directly or indirectly own or control more than 10 percent interest in a business that is regulated by or receives funds from either the Hidalgo County Regional Mobility Authority or the Texas Department of Transportation.
5. I am not a registered lobbyist for a transportation trade organization.

Additionally, I understand that as a member of the Hidalgo County Regional Mobility Authority, I may not accept or solicit any gift, favor, or service (1) that might reasonably influence me in an official duty or (2) that I should know is being offered with the intent to influence my official conduct. Nor will I solicit, accept, or agree to accept any benefit for having exercised my official powers or performed my official duties in favor of another.

If I should ever have a substantial interest (either own 10% of or receive 10% of my income from) in a business entity or in real property coming before the Hidalgo County Regional Mobility Authority, I will file an affidavit with the Hidalgo County Regional Mobility Authority stating the nature and extent of the interest and I shall abstain from further participation in the matter if (1) the matter will have a special economic effect on the business entity, distinguishable from the effect on the public; or (2) it is reasonable to foresee that an action on the matter will have a special economic effect on the value of the real property, distinguishable from its effect on the public.

\_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**  
**CONSULTANT/INDEPENDENT CONTRACTOR CERTIFICATE**

As a consultant, representative, agent, and/or independent contractor of the Hidalgo County Regional Mobility Authority, I, the undersigned, hereby certify as follows:

1. I do not own an interest in any real property that is known or anticipated to be necessary for any project included in the Hidalgo County Loop System and subject to acquisition by the Hidalgo County Regional Mobility Authority.
2. I have not made any personal investments that could reasonably be expected to create a substantial conflict of interest between my interests and interests of the Hidalgo County Regional Mobility Authority.
3. After reasonably inquiry, I am not aware that any subcontractors to my contract have any (a) investment in real property that is known or anticipated to be necessary for any project included in the Hidalgo County Loop System and subject to acquisition by the Hidalgo County Regional Mobility Authority or (b) personal investment that could reasonably be expected to create a substantial conflict of interest with the Hidalgo County Regional Mobility Authority.

Additionally, I understand that I may not offer any gift, favor, or service to a member or representative of the Hidalgo County Regional Mobility Authority Board of Directors (1) that might reasonably influence an official duty or (2) that is being offered with the intent to influence official conduct; nor will I offer any benefit for previously exercised official powers by a member or representative of the Hidalgo County Regional Mobility Authority Board of Directors.

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**ALTERNATE STATEMENT FOR BOARD MEMBERS / CONSULTANTS /  
INDEPENDENT CONTRACTORS**

\_\_\_\_\_ 1. I do own an interest in any real property that is known or anticipated to be necessary for an independent project of the Hidalgo County Loop System and subject to acquisition by the Hidalgo County Regional Mobility Authority. (Attach explanation)

\_\_\_\_\_ 2. I have made any personal investments that could reasonably be expected to create a substantial conflict of interest between my private interest and interests of the Hidalgo County Regional Mobility Authority. (Attach explanation)

\_\_\_\_\_ 3. I am aware of a subcontractor's (a) investment in real property that is known or anticipated to be necessary for an independent project of the Hidalgo County Loop System and subject to acquisition by the Hidalgo County Regional Mobility Authority or (b) personal investment that could reasonably be expected to create a substantial conflict of interest with the Hidalgo County Regional Mobility Authority. (Attach explanation)

\_\_\_\_\_ 4. Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Attach explanation)

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Item 1A

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

<b>BOARD OF DIRECTORS</b>	<u>  X  </u>	<b>AGENDA ITEM</b>	<u>  1A  </u>
<b>PLANNING COMMITTEE</b>	<u>          </u>	<b>DATE SUBMITTED</b>	<u>  06/13/16  </u>
<b>FINANCE COMMITTEE</b>	<u>          </u>	<b>MEETING DATE</b>	<u>  06/28/16  </u>
<b>TECHNICAL COMMITTEE</b>	<u>          </u>		

1. Agenda Item: **REPORT ON PROGRAM MANAGER ACTIVITY FOR SH365 AND IBTC.**
  
2. Nature of Request: (Brief Overview) Attachments:   X  Yes   No  
Report on Program Manager Activity for SH365 and IBTC by Louis Jones, Dannenbaum Engineering.
  
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
  
4. Budgeted:   Yes   No   X  N/A
  
5. Staff Recommendation: **Report only.**
  
6. Program Manager's Recommendation:   Approved   Disapproved   X  None
  
7. Planning Committee's Recommendation:   Approved   Disapproved   X  None
  
8. Board Attorney's Recommendation:   Approved   Disapproved   X  None
  
9. Chief Auditor's Recommendation:   Approved   Disapproved   X  None
  
10. Chief Financial Officer's Recommendation:   Approved   Disapproved   X  None
  
11. Chief Construction Engineer's Recommendation:   Approved   Disapproved   X  None
  
12. Executive Director's Recommendation:   Approved   Disapproved   X  None



**HCRMA Board of Directors**

**S. David Deanda, Jr., Chairman**  
**Forrest Runnels, Vice-Chairman**  
**Ricardo Perez, Secretary/Treasurer**  
**Josue Reyes, Director**  
**R. David Guerra, Director**  
**Aquiles J. Garza Jr., Director**  
**Alonzo Cantu, Director**

**HCRMA Staff**

**Pilar Rodriguez, PE, Executive Director**  
**Ramon Navarro IV, PE, CFM, Construction Engineer**  
**Celia Gaona, CIA, Auditor/Compliance Officer**  
**Jose Castillo, Chief Financial Officer**  
**Carlos “CJ” Moreno, Jr., Acquisition Coordinator**  
**Flor E. Koll, Program Administrator**  
**Sergio Mandujano, Construction Records Keeper**

**Program Management Consultant**  
**DANNENBAUM ENGINEERING CORP**

**PMC/GEC STATUS REPORT (06/2016)**

1. Review: PMC Invoice
2. Status: Systemwide Tasks
3. Status: SH 365 Project
4. Status: IBTC Project
5. Status: OW/OS Corridor
6. Status: Constr. Cost Trends

# PMC Invoice Overview

## (Active WA's: 06/2016 Invoice)



**DANNENBAUM – PROGRAM MANAGER**

Task (Current Billing)	WA 9 3/1/14 - 6/30/18	WA 16 5/28/14-01/31/16	WA 20 12/17/15-03/30/16	WA9 - WA20 3/1/14 - 6/30/18
<b>Program Management Consultant</b>	\$ 184,843	\$ -	\$ -	\$ 184,843
Project & Systemwide Mgt	\$ 184,843	\$ -	\$ -	\$ 184,843
Construction Mgt	\$ -	\$ -	\$ -	\$ -
<b>General Engineering Consultant (Tasks on Behalf of the Agency)</b>	\$ -	\$ -	\$ 69,442	\$ 69,442
Analyzing Documentation	\$ -	\$ -	\$ -	\$ -
Building Agency	\$ -	\$ -	\$ -	\$ -
Strategic Planning	\$ -	\$ -	\$ 69,442	\$ 69,442
Public Outreach	\$ -	\$ -	\$ -	\$ -
Advance Planning	\$ -	\$ -	\$ -	\$ -
<b>Total for All Tasks:</b>	\$ 184,843	\$ -	\$ 69,442	\$ 254,285

Firm (Current Billing)	WA 9 3/1/14 - 6/30/18	WA 16 5/28/14-01/31/16	WA 20 12/17/15-03/30/16	WA9 - WA20 3/1/14 - 6/30/18
<b>Dannenbaum Eng Corp.</b>	\$ 174,843	\$ -	\$ -	\$ 174,843
Direct Labor: Pathfinder	\$ 10,000	\$ -	\$ -	\$ 10,000
Direct Labor: George Ramon	\$ -	\$ -	\$ -	\$ -
Sub: Aranda and Assoc. (DBE)	\$ -	\$ -	\$ -	\$ -
Sub: Blanton & Assoc. (DBE)	\$ -	\$ -	\$ -	\$ -
Sub: C&M Associates (DBE)	\$ -	\$ -	\$ 69,442	\$ 69,442
Sub: RODS SUE (DBE)	\$ -	\$ -	\$ -	\$ -
Sub: UNINTECH (DBE)	\$ -	\$ -	\$ -	\$ -
Sub: CSE (DBE)	\$ -	\$ -	\$ -	\$ -
<b>Total for All Firms:</b>	\$ 184,843	\$ -	\$ 69,442	\$ 254,285

# PMC Invoice Overview (Active WA's: Earned to Date)



**DANNENBAUM – PROGRAM MANAGER**

Task (Earned to Date)	WA 9 3/1/14 - 6/30/18	WA 16 5/28/14-01/31/16	WA 20 12/17/15-03/30/16	WA9 - WA20 3/1/14 - 6/30/18
<b>Program Management Consultant</b>	\$ 5,781,276	\$ -	\$ -	\$ 5,781,276
Project & Systemwide Mgt	\$ 5,781,276	\$ -	\$ -	\$ 5,781,276
Construction Mgt	\$ -	\$ -	\$ -	\$ -
<b>General Engineering Consultant (Tasks on Behalf of the Agency)</b>	\$ -	\$ 193,327	\$ 231,577	\$ 424,904
Analyzing Documentation	\$ -	\$ -	\$ -	\$ -
Building Agency	\$ -	\$ -	\$ -	\$ -
Strategic Planning	\$ -	\$ -	\$ 231,577	\$ 231,577
Public Outreach	\$ -	\$ -	\$ -	\$ -
Advance Planning	\$ -	\$ 193,327	\$ -	\$ 193,327
<b>Total for All Tasks:</b>	\$ 5,781,276	\$ 193,327	\$ 231,577	\$ 6,206,179

Firm (Earned to Date)	WA 9 3/1/14 - 6/30/18	WA 16 5/28/14-01/31/16	WA 20 12/17/15-03/30/16	WA9 - WA20 3/1/14 - 6/30/18
<b>Dannenbaum Eng Corp.</b>	\$ 4,667,156	\$ -	\$ -	\$ 4,667,156
Direct Labor: Pathfinder	\$ 280,000	\$ -	\$ -	\$ 280,000
Direct Labor: George Ramon	\$ 179,400	\$ -	\$ -	\$ 179,400
Sub: Aranda and Assoc. (DBE)	\$ 435,520	\$ -	\$ -	\$ 435,520
Sub: Blanton & Assoc. (DBE)	\$ 219,200	\$ -	\$ -	\$ 219,200
Sub: C&M Associates (DBE)	\$ -	\$ -	\$ 231,577	\$ 231,577
Sub: RODS SUE (DBE)	\$ -	\$ -	\$ -	\$ -
Sub: UNINTECH (DBE)	\$ -	\$ -	\$ -	\$ -
Sub: CSE (DBE)	\$ -	\$ 193,327	\$ -	\$ 193,327
<b>Total for All Firms:</b>	\$ 5,781,276	\$ 193,327	\$ 231,577	\$ 6,206,179

## ■ PMC WA 9

- Managed/met/reviewed all development efforts done by other HCRMA consultants for SH 365 and IBTC.
- Provided support to Staff for landowner coordination, meetings with stakeholders, in addition to Staff support for ROW document preparation, contract document support, and document control.
- Construction Management tasks include
  - US 281 / BSIF construction and document control systems created (Appia and ProjectWise) for coordination with the Contractor and TxDOT.
  - Managing RFI, submittals, shop drawing reviews, and supporting logging of testing and inspection in coordination with HCRMA Construction Engineer and Records Keeper (including SW3P inspections, etc.).

- **PMC WA 9 Cont.**
  - Continued to provide support to HCRMA Staff and Legal Counsel reviews of 365 TOLL PDA.
  - Merging PS&E sets from L&G and S&B into one cohesive plan set.
- **PMC WA 16**
  - Offsite Hydrologic Studies are 99% complete by Civil Systems Engineers (Deren Li) for eventual use on HCDD#1 Outfall Improvements.
  - Pending final report from CSE (SH 365 Seg. 3 is final and delivered to HCDD#1 for developing those outfalls) in order to coordinate the construction of outfalls for SH 365 Seg. 1 & 2.
  - Continued follow-up with HCDD#1 for SH 365 Seg 1 & 2 Outfall Development.

# Project Overview for SH 365



# Project Schedule for SH 365



## SH 365 / US 281 Improvements - Phase I (Segment 3)

(US 281 / Mil. Hwy. from SP600 / Cage Blvd. to FM 2557 / Stewart Rd and the BSIF Connector)

WORK TASK	2015												2016											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Env. Clearance (FONSI)							◆																	
Final Design (Complete)																								
ROW Acquisition (Complete)																								
Utility Relocation																								
Constr. Bid Opening (Letting)																								
Construction Starts																								

CONSTRUCTION FOR SH 365 PHASE I: FROM 02/01/2016 TO 09/30/2017

## SH 365 - Phase II (Segments 1 & 2)

(FM 396 / Anzalduas Hwy. to US 281 / Military Hwy)

WORK TASK	2016												2017											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Env. Clearance (FONSI)	Occurred July 2, 2015																							
Final Design																								
ROW Acquisition Phase																								
Utility Relocation																								
Constr. Bid Advertisement																								
Constr. Bid Opening (Letting)																								
Construction Starts																								

CONSTRUCTION FOR SH 365 PHASE II: FROM 3/21/2017 TO 11/21/2019

# Project Schedule Milestones for SH 365 (1 of 2: Remainder of 2016)



- 6/17/2016: 95% PS&E Submittal for Segments 1 & 2 (Merged) to TxDOT for Concurrent Review by Pharr District and Austin Divisions
- 6/30/2016: 100% ROW Acquisition
- 7/15/2016: Meet Construction milestone through utility relocation
- 7/15/2016: Receive 95% PS&E Comments from TxDOT (latest PDA says 15 days, but HCRMA providing ~30 days)
- 9/1/2016: Submit Bid Package (Bid Proposal and 100% Plans) to TxDOT
- 9/1/2016 to 10/30/2016: GEC Report Created
- 10/14/2016: LOA Received by HCRMA
- 10/28/2016: Advertisement Date (Sat 10/29 & Sun 10/30 & Subsequent weekends)
- 12/15/2016: Letting Date (as per current PDA)

# Project Schedule Milestones for SH 365 (2 of 2: 2017 & Beyond)



- 1/24/2017: Award Date by HCRMA (Contingent upon TxDOT / FHWA concurrence)
- 1/31/2017: Visit Rating Agencies
- 2/10/2017: Receive Ratings
- 2/13/2017: Post POS
- 2/16/2017: Marketing and Road Show for entire week
- 2/23/2017: Price Bonds
- 3/17/2017: Close Bonds
- 3/21/2017: Issue Construction Contract NTP
- 7/31/2017: Constr. Ends SH 365 Seg. 3
- 11/21/2019: Constr. Ends SH 365 Seg. 1 & 2

## ■ Design

- PS&E on SH 365 Segment 3 (US 281/BSIF) is 100% complete.
- PS&E on SH 365 Segments 1 and 2 are 95% complete.
- All requested subsurface utility exposures are 100% complete.
- Geo-technical for SH 365 Segment 3 (US 281) is 100% complete.
- Geo-technical for SH 365 Segments 1 and 2 are 100% complete.
- Onsite Hydrologic Studies for SH 365 Segments 1, 2, and 3 are 100% complete.

## ■ ROW Mapping / Acquisition

- ROW Maps and Parcels for Segments 1 & 2 delivered to ROW team.
- Most appraisals completed, save for a few new levee parcels, along parcels modified for whole parcel takings, and in places where updated title information has become available.
- Land acquisition ongoing throughout entire corridor from Anzalduas Bridge to US 281 Military Highway.

## ■ Utility Relocations

- Major utilities have been coordinated with and held kick-off meetings with said owners (cities, private utilities, irrigation districts, etc.).
- As ROW is acquired PMC has examined possibility of releasing utility relocation agreements.

## ■ Environmental

### – USIBWC

- The Texas State Historical Commission has completed environmental review of the USIBWC Construction License.

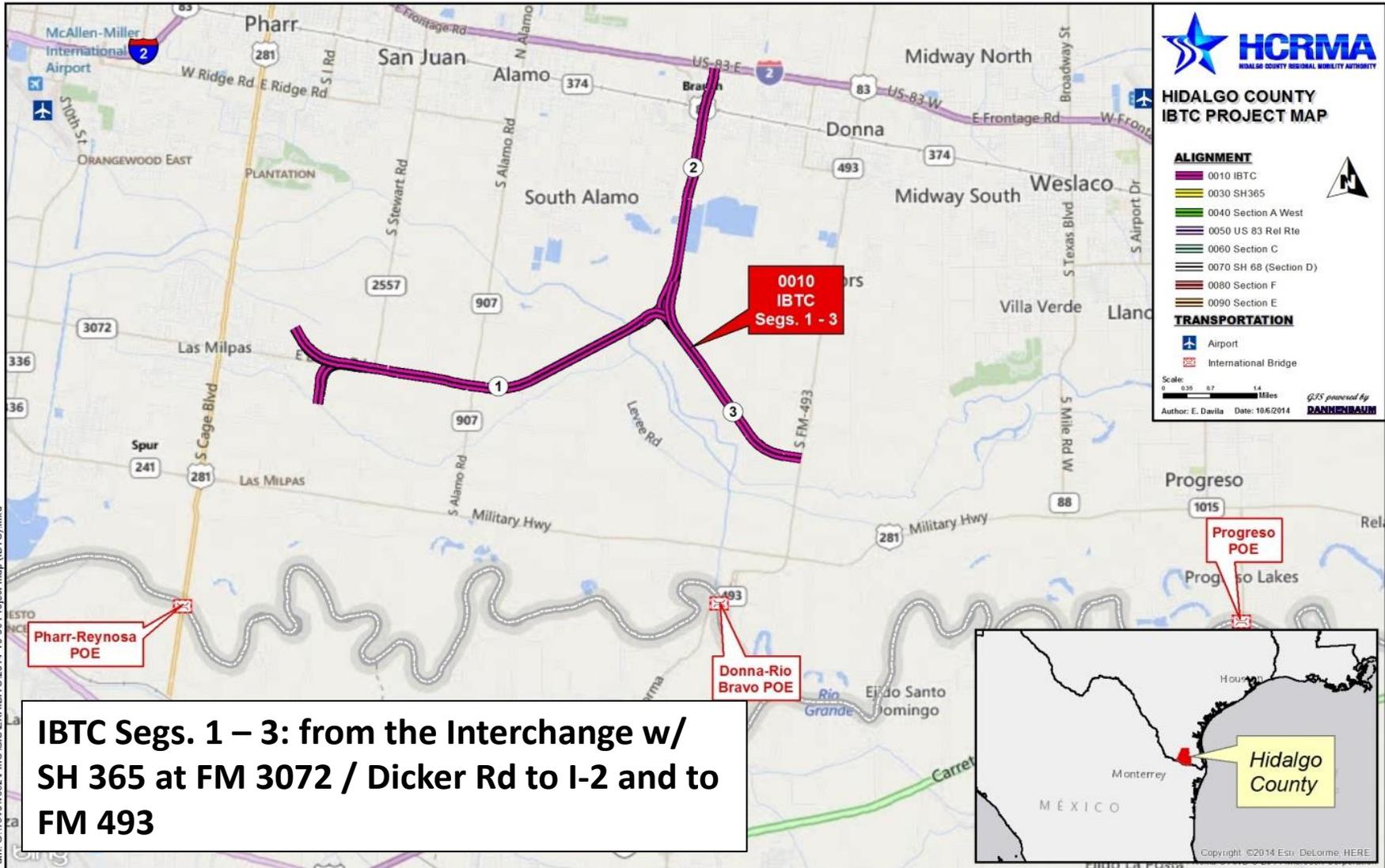
### – USACE 404 Permit & Wetland Mitigation Plan

- Permit public comment period closed April 25, 2016.
- Three comments received and are being addressed.
- Survey of the proposed wetland mitigation site is complete and after the mitigation plan is approved an offer will be prepared.
- Executed USACE 404 Individual Permit anticipated within 60 days.

### – SH 365 Site 26 - Soil and Groundwater Management Plan

- TxDOT provided comments and the document is finalized

# Project Overview for IBTC



# Project Schedule for IBTC



<b>IBTC - Segments 1-3</b>																											
(From Dicker Rd. Interchange to end of the Floodway North to I-2 & from Valleyview Interchange to FM 493)																											
WORK TASK	2015				2016												2017										
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
Environmental							■	■	■	■	■	■	■	■	■			◆									
Final Plans														■	■	■	■	■	■	■	■						
ROW Acquisition														■	■	■	■	■	■	■	■	■	■	■	■	■	
Utility Relocation															■	■	■	■	■	■	■	■	■	■	■	■	
Constr. Bid Opening (Letting)																										◆	
Construction Starts																											▶
<b>CONSTRUCTION FROM 12/15/2017 TO 06/15/2020</b>																											

## Proposed Revised Schedule:

- Contingent upon Board direction
- Funding considerations
- Clearing environmental

## ■ Design

- PS&E for IBTC Segments 1 - 3 are 40 to 60% complete.
- Geo-technical borehole efforts are on pause for IBTC Segments 1-3.
- Onsite Hydrologic Studies for IBTC have been reviewed and are being finalized.
- Subsurface Utility Exposures are 100% complete.

## ■ Environmental

- A Phase II ESA was completed on the Donna Reservoir-IBTC footprint, final lab results indicate no PCB contamination is present within the proposed ROW.
- As directed by the Executive Director the PMC is exploring options to expedite the environmental clearance of the IBTC project.
- IBTC Right-of-Entry forms are being updated to reduce any delays to environmental fieldwork.

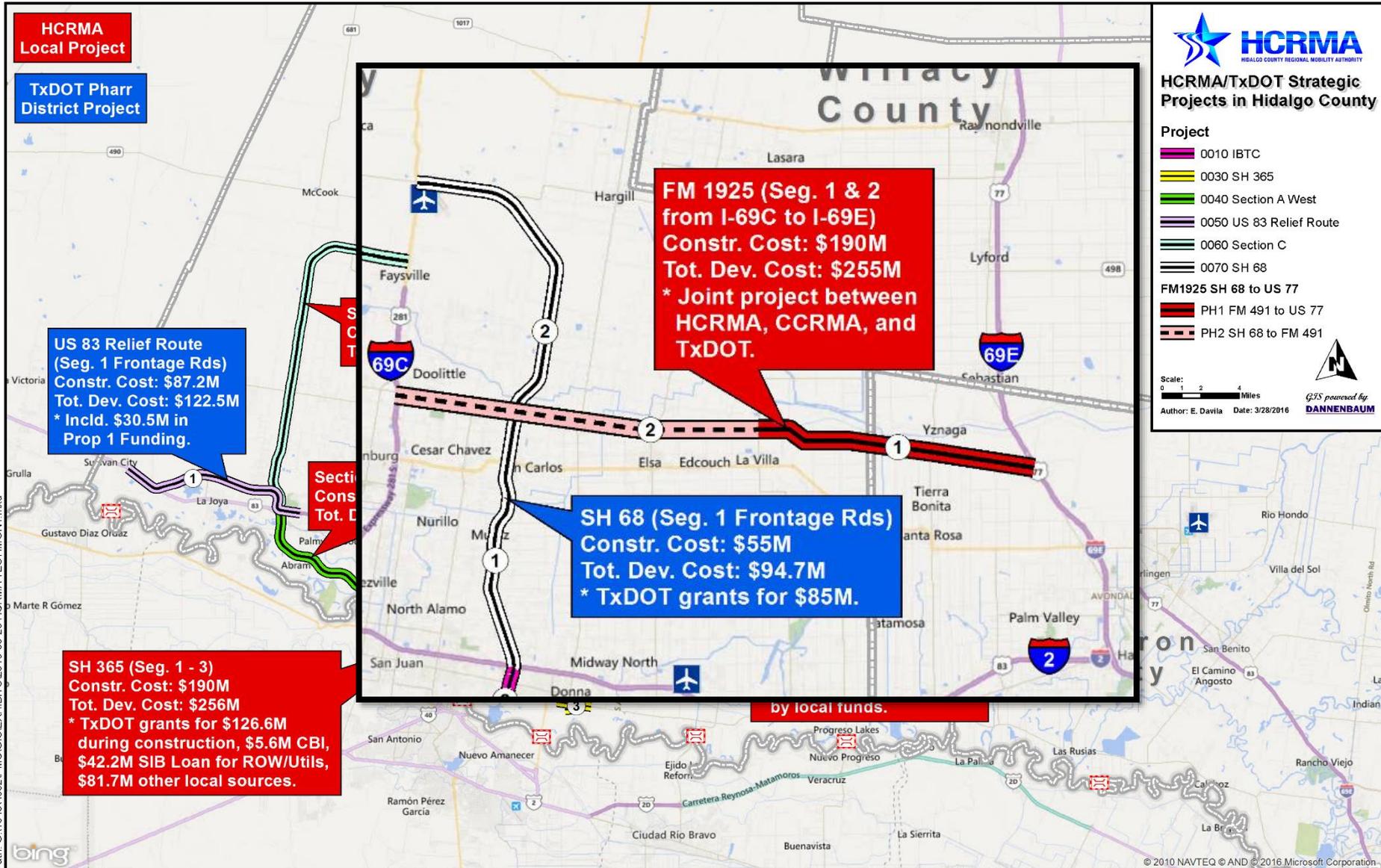
## ■ ROW Mapping

- Strip map for complete IBTC project is complete for the entire project, as well as all ETT-easement parcels completed.

## ■ ROW Acquisition

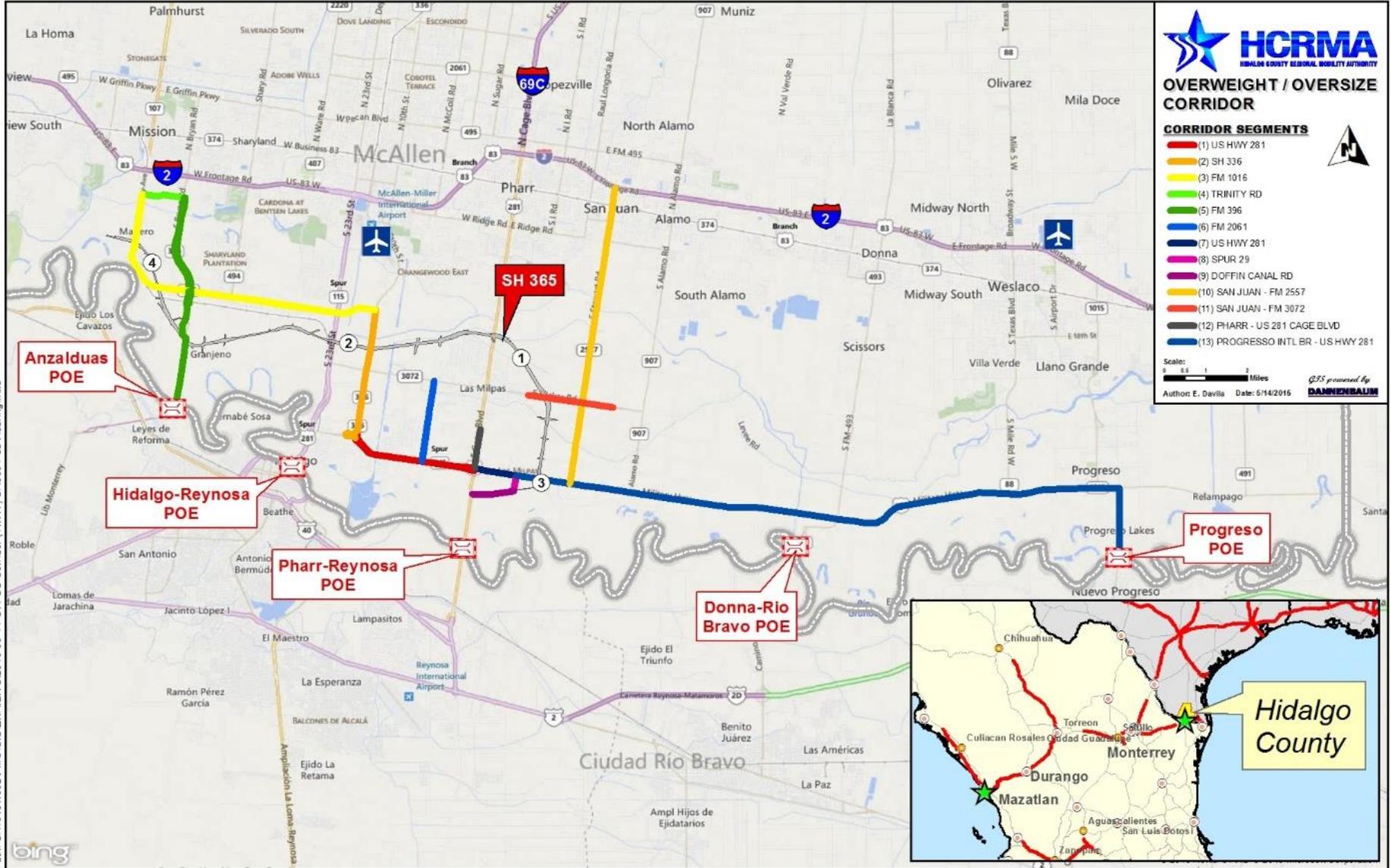
- All parcels north of Donna Reservoirs have been submitted to the ROW Acquisition Team.
- Early acquisition is nearing completion for the AEP/ETT local project ROW for the transmission line (4 parcels remain at various stages of closure).

# HCRMA Planning Efforts



- **FM 1925 (from I69C to I-69E)**
  - TxDOT Committed Supplemental Development Authority Funds for the Entire 27 Mile Corridor as an expressway facility.
  - TxDOT has committed to funding the Schematic Design.
  - Cameron County has committed to funding the segment of FM 1925 from the eastern Hidalgo County Line to US 77 and ultimately to the South Padre Island 2<sup>nd</sup> access.
  - Interlocal between HCRMA and CCRMA is being finalized to complete the Environmental Documents.
  - Hidalgo County has recommended the HCRMA receive \$20M in Proposition 1 & 7 funds for the Right-of-Way and Construction of the segment of the project from FM 491 East to the Cameron County line.

# Project Overview for Overweight/Oversize Corridor Permits



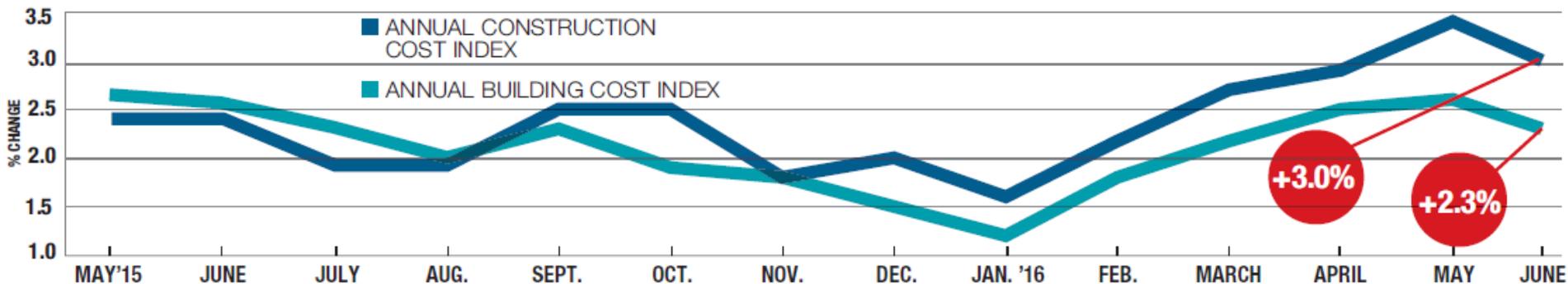
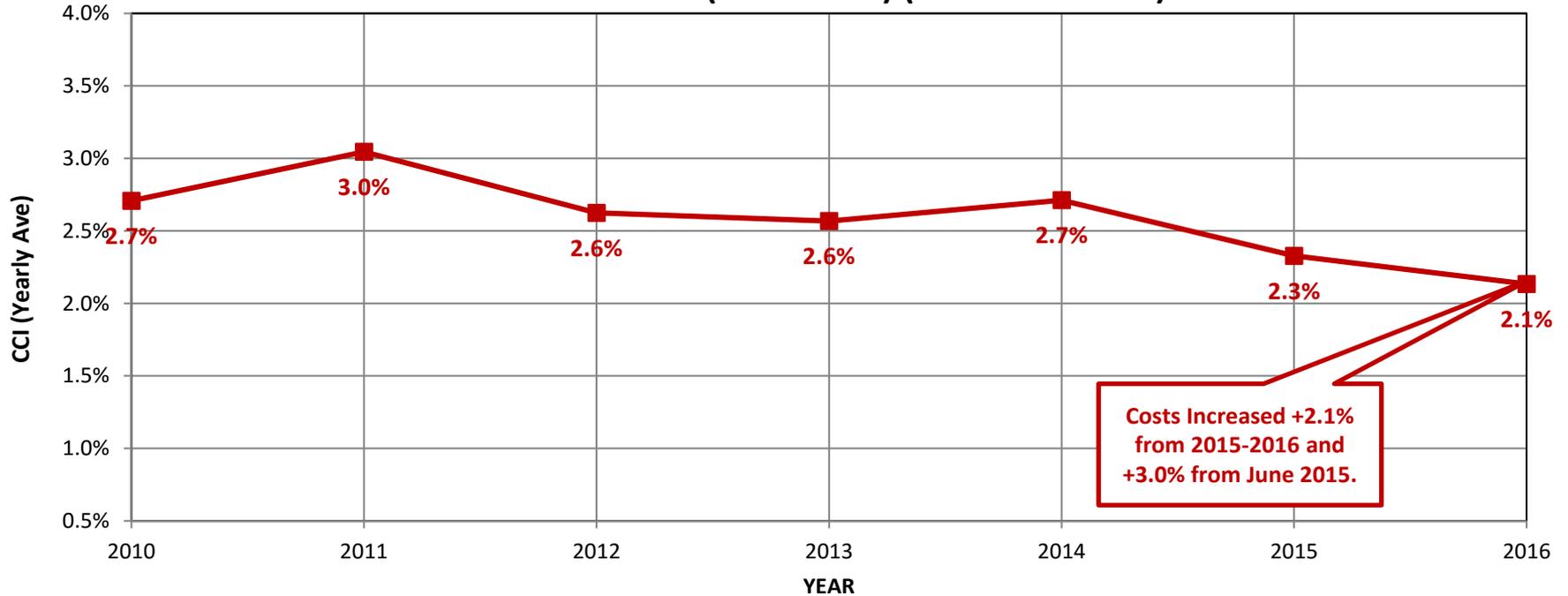
Path: G:\15404852\PROJECTS\HBIT\2015-05-14\_OVLOS Corridor (11X17)\_SH365 Pub Hearing.mxd

## From 01/01/2016 – 06/03/2016

<b>Total Permits Issued:</b>	<b>11,193</b>
<b>Total Amount Collected:</b>	<b>\$ 920,090</b>
▪ <b>Convenience Fees (CC):</b>	<b>\$ 24,650</b>
▪ <b>Total Permit Fees:</b>	<b>\$ 895,440</b>
– Pro Miles:	\$ 33,579
– TxDOT:	\$ 761,124
– HCRMA:	\$ 100,737

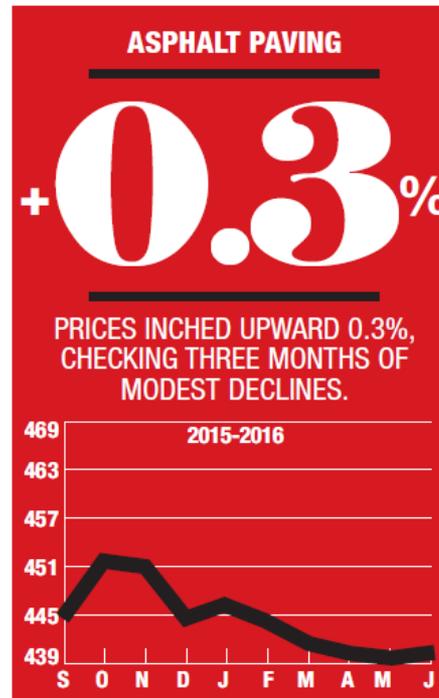
# Construction Cost Index

**Construction Cost Index (2010-2016) (as of June 2016)** *Source: McGraw Hill Construction ENR*



# Construction Cost Trends: Asphalt Paving Prices

- The 20-city average price for liquid asphalt has changed in 2016 as follows:
  - Price increased +0.2% in June 2016
  - Price increased +0.3% between June 2015 to June 2016



## 20-CITY AVERAGE

ITEM	UNIT	\$PRICE	%MONTH	%YEAR
<b>ASPHALT PAVING</b>				
PG 58	TON	397.23	+0.2	<b>+0.3</b>
Cutback, MC800	TON	374.05	+0.2	-0.8
Emulsion, RAPID SET	TON	345.32	+0.2	-2.4
Emulsion, SLOW SET	TON	362.73	+0.1	-0.8

## PORTLAND CEMENT

Type one	TON	113.55	-0.1	<b>-1.8</b>
----------	-----	--------	------	-------------

## MASONRY CEMENT

70-lb	BAG	8.55	-0.1	0.0
-------	-----	------	------	-----

## CRUSHED STONE

Base course	TON	10.13	-2.5	-3.3
Concrete course	TON	10.73	+0.1	-0.8
Asphalt course	TON	11.02	+0.2	-1.7

## SAND

Concrete	TON	8.99	-2.1	-3.1
Masonry	TON	10.88	+3.2	+2.0

## READY-MIX CONCRETE

3,000 psi	CY	110.09	+0.1	<b>+2.1</b>
4,000 psi	CY	114.42	+0.1	+2.1
5,000 psi	CY	120.79	+0.2	+1.3

## CONCRETE BLOCK

Normal weight: 8" x 8" x 16"	C	136.80	+0.1	<b>-5.6</b>
Lightweight: 8" x 8" x 16"	C	164.24	+0.1	+1.5
12" x 8" x 16"	C	175.47	+0.1	-1.2

Source: McGraw Hill Construction ENR

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**Item 1B**





**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

REPORT No. 3 - MAY 2016

# **US281 / BSIF CONNECTOR**

**CSJ# 0220-01-023**



# EXECUTIVE SUMMARY

The Notice to Proceed (NTP) was issued to Foremost Paving on January 19, 2016, with time charges commencing on February 17, 2016.

Project is to be completed within 535 calendar days. The specified number of “calendar days” in which the work is to be completed are 7 day consecutive Julian calendar days, inclusive of Saturdays, Sundays, including all holidays, regardless of weather conditions, material availability, or other conditions not under the control of the Contractor.

The total construction cost was submitted at \$19,425,546.44.

INDEX DATA  
SHEET ON PAGE 2

# HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## PLANS OF PROPOSED ROADWAY IMPROVEMENT

CSJ : 0220 - 01 - 023, ETC.

FEDERAL AID PROJECT NO. CBI( ), ETC.

### US 281 (MILITARY ROAD) AND BSIF CONNECTOR

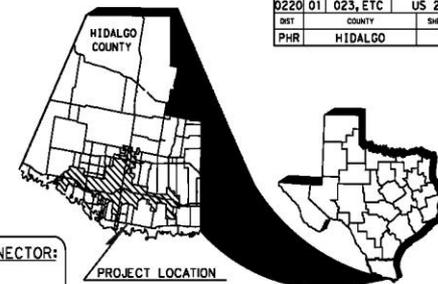
**PROJECT LENGTH: US 281**  
ROADWAY: 9408 FT = 1.78 MI.  
BRIDGE: 292 FT = 0.06 MI.  
TOTAL: 9700 FT = 1.84 MI.

**LIMITS: US 281 (MILITARY RD)**  
FROM: 0.47 MILES EAST OF SP 600  
US 281 (SOUTH CAGE BLVD)  
TO: FM 2557 (SOUTH STEWART ROAD)

**PROJECT LENGTH: BSIF CONNECTOR**  
ROADWAY: 3549 FT = 0.67 MI.  
BRIDGE: 0 FT = 0.00 MI.  
TOTAL: 3549 FT = 0.67 MI.

**LIMITS FOR BSIF CONNECTOR:**  
FROM: US 281 (MILITARY RD)  
TO: SP 29 (VETERANS RD)

FEDERAL AID PROJECT NO.			
CBI( ), ETC.			
CDIST	SECT	JOB	SECTION
0220	01	023, ETC	US 281
STATE	COUNTY	SHEET	SHEET NO.
PHR	HIDALGO		

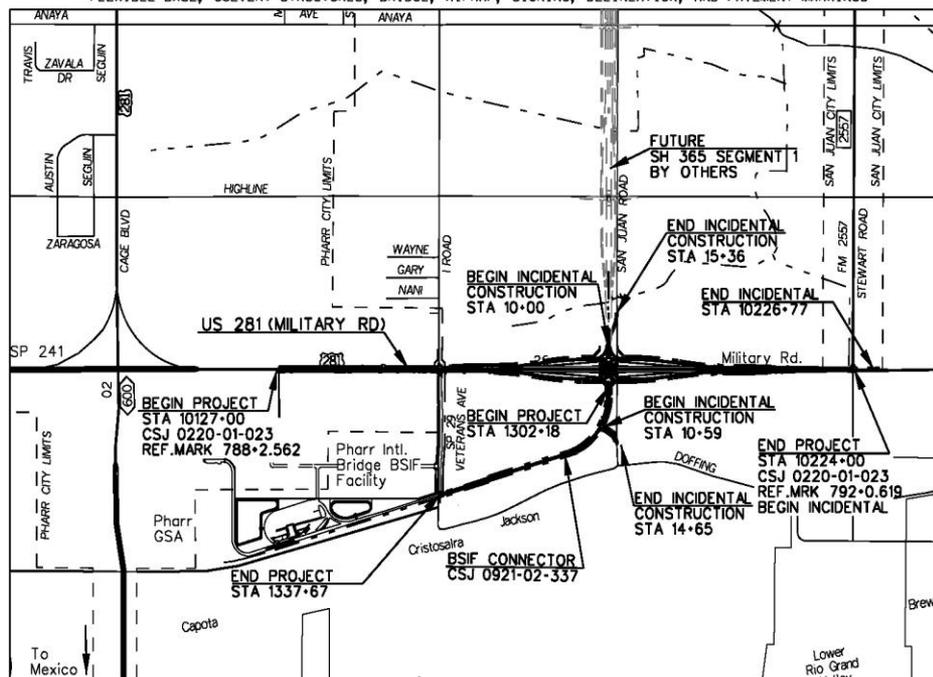


**FINAL PLAN DATA :**

FINAL CONTRACT PRICE: \_\_\_\_\_  
CONTRACTORS NAME: \_\_\_\_\_  
CONTRACTORS ADDRESS: \_\_\_\_\_  
LETTING DATE: \_\_\_\_\_  
DATE WORK BEGAN: \_\_\_\_\_  
DATE WORK COMPLETED: \_\_\_\_\_  
DATE OF ACCEPTANCE: \_\_\_\_\_  
HCRMA DATE OF ACCEPTANCE: \_\_\_\_\_  
CHANGE ORDERS & SUPP. AGREEMENTS :

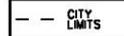
**CONSTRUCTION OF WIDENING TO 4 LANE DIVIDED URBAN, ETC.**

CONSISTING OF GRADING, CONCRETE PAVEMENT, ASPHALT, LIME TREATED SUBGRADE, FLEXIBLE BASE, CULVERT STRUCTURES, BRIDGE, RIPRAP, SIGNING, DELINEATION, AND PAVEMENT MARKINGS



SCALE: 1"=1 MI.

LEGEND



**LOCAL ENTITIES**

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1	CONCURRENCE #	DATE #
NAME	TITLE	
CITY OF PHARR	CONCURRENCE #	DATE #
NAME	TITLE	
SAN JUAN IRRIGATION DISTRICT	CONCURRENCE #	DATE #
NAME	TITLE	
HIDALGO COUNTY JUDGE	CONCURRENCE #	DATE #
NAME	TITLE	

PILAR RODRIGUEZ, P.E. DATE  
EXECUTIVE DIRECTOR

ALL CONSTRUCTION WORK WAS PERFORMED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND CONTRACT. ALL PROPOSED CONSTRUCTION WAS COMPLETED UNLESS OTHERWISE NOTED.

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS SHALL GOVERN ON THIS PROJECT. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MAY 2012).

**PROJECT DATA**

<b>DESIGN SPEED:</b> 45 mph - BSIF Connector ~ STA. 1302+18 TO STA. 1337+67 60 mph - US 281 - STA. 10127+00 TO STA. 10224+00	<b>FUNCTION CLASS</b> BSIF CONNECTOR ~ LOCAL CONNECTOR US 281 ~ PRINCIPAL ARTERIAL
<b>REGISTERED ACCESSIBILITY SPECIALIST (RAS) TDLR INSPECTION NOT REQUIRED</b> ADT 2015 - 28,600 2035 - 39,600	<b>BRIDGE</b> STA. 10180+85.92 TO STA. 10183+77.92
<b>EXCEPTIONS:</b> NONE	<b>EQUATIONS:</b> NONE
<b>RAILROAD CROSSINGS:</b> NONE	

RECOMMENDED FOR LETTING #	RECOMMENDED FOR LETTING #
DANNENBAUM PMC PROJECT MANAGER	TxDOT DISTRICT ENGINEER
SUBMITTED FOR LETTING #	APPROVED FOR LETTING #
TEDSI PROJECT ENGINEER	HCRMA EXECUTIVE DIRECTOR
SUBMITTED FOR LETTING #	
TxDOT ADVANCED PLANNING/PROJECT MANAGEMENT SUPERVISOR	

**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

© 2015  
Texas Department of Transportation

PROGRAM MANAGEMENT CONSULTANT  
**DANNENBAUM**  
ENGINEERING CORPORATION  
T.B.P.E. FROM REGISTRATION #892  
1180 MILLAR LOOP, #75 SAN JOUAN, TX 78840 (2015) 081-2677

**TEDSI INFRASTRUCTURE GROUP**  
Consulting Engineers  
1201 E. Expressway 83  
Mission, Texas 78172  
(2015) 424-1084

US 281 MILITARY ROAD

HWY. NO. US 281  
DATE ACCEPTED



# **SCHEDULE & CONSTRUCTION COSTS**

**As of June 1, 2016, the project is 104 days into the contract, with 431 days remaining.**

**The project is approximately 7.3% complete based on the total construction value estimated for Payment Application (#4) in the amount of \$384,199.36 and leaving a remaining balance of \$18,004,195.44**

**There has been 1 approved Change Order(s):**

<b>CO#1 4/26/16 2T KEBO Protective Slab</b>	<b>+3 days</b>	<b>+\$</b>	<b>6,623.32</b>	<b>.034%</b>
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# SCHEDULE & CONSTRUCTION COSTS

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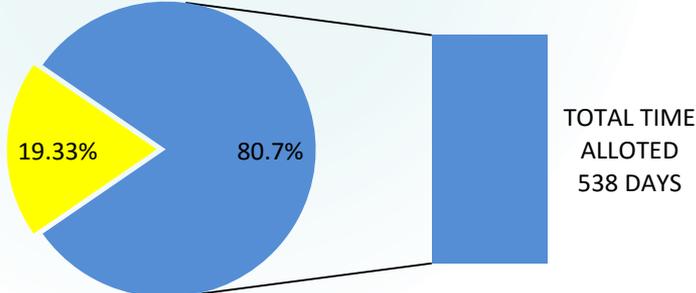
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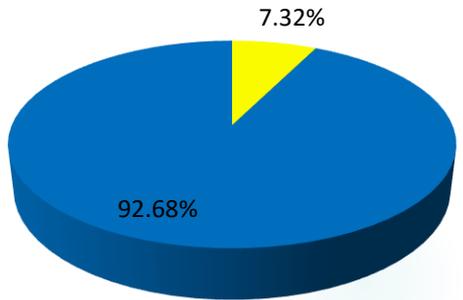
**JOB TIME EXPENDED**

■ TIME USED 104 DAYS ■ TIME REMAINING 434 DAYS



**ESTIMATE PERCENTAGES**

■ ESTIMATE COMPLETED \$1,421,350.86  
■ ESTIMATE REMAINING \$18,004,196.58



# Project Production



Crews continue to install underground infrastructure and grading BSIF Connector.

## ITEMS PAID IN MAY:

Description		Price	Extension	PLACED TO DATE	PAID TO DATE	% COMPLETE	
PREPARING ROW	STA	105	\$4,000.00	\$420,000.00	95	\$380,000.00	90
EXCAVATION (ROADWAY)	CY	60439	\$4.00	\$241,756.00	3425	\$13,700.00	6
EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	171729	\$8.00	\$1,373,832.00	1436	\$11,488.00	1
STRUCT EXCAV (PIPE)	CY	846	\$38.00	\$32,148.00	227	\$8,626.00	27
SAND BACKFILL	CY	882	\$16.00	\$14,112.00	364	\$5,824.00	41
TRENCH EXCAVATION PROTECTION	LF	11017	\$1.00	\$11,017.00	1000	\$1,000.00	9
REINF CONC SLAB	SF	23360	\$14.00	\$327,040.00	420	\$5,880.00	2
RC PIPE (CL III)(24 IN)(SPL)	LF	1200	\$58.00	\$69,600.00	616	\$35,728.00	51
RC PIPE (CL III)(36 IN)(SPL)	LF	1501	\$100.00	\$150,100.00	100	\$10,000.00	7
REMOV STR (PIPE)	LF	3617	\$12.00	\$43,404.00	120	\$1,440.00	3
MOBILIZATION	LS	1	\$903,000.00	\$903,000.00	0.5	\$451,500.00	50
BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	18	\$2,500.00	\$45,000.00	3	\$7,500.00	17
ROCK FILTER DAMS (INSTALL) (TY 1)	LF	76	\$65.00	\$4,940.00	37	\$2,405.00	49
CONSTRUCTION EXITS (INSTALL) (TY 2)	SY	360	\$30.00	\$10,800.00	216	\$6,480.00	60
BIODEG EROSN CONT LOGS (INSTL) (12")	LF	885	\$6.50	\$5,752.50	225	\$1,462.50	25
REMOVE SM RD SN SUP&AM	EA	33	\$50.00	\$1,650.00	18	\$900.00	55
PRSSR IRRIG PVC PIPE (18")	LF	420	\$44.00	\$18,480.00	420	\$18,480.00	100
PRESS IRRIG PVC (15 IN)	LF	680	\$75.00	\$51,000.00	460	\$34,500.00	68
PRSSR IRRIG PVC PIPE (24")	EA	120	\$130.00	\$15,600.00	120	\$15,600.00	100
<b>BSIF</b>							
PREPARING ROW	STA	36	\$4,000.00	\$144,000.00	36	\$144,000.00	100
EXCAVATION (ROADWAY)	CY	7639	\$4.00	\$30,556.00	467.3	\$1,869.20	6
EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	2845	\$8.00	\$22,760.00	1133	\$9,064.00	40
LIME TRT (EXST MATL) (12")	SY	17022	\$3.00	\$51,066.00	14461.41	\$43,384.23	85
LIME (HYD, COM OR QK)(SLURRY)	TON	366	\$127.00	\$46,482.00	282.59	\$35,888.93	77
STRUCT EXCAV (PIPE)	CY	319	\$38.00	\$12,122.00	299	\$11,362.00	94
SAND BACKFILL	CY	757	\$16.00	\$12,112.00	964	\$15,424.00	127
TRENCH EXCAVATION PROTECTION	LF	271	\$1.00	\$271.00	198	\$198.00	73
RC PIPE (CL III)(18 IN)(SPL)	LF	272	\$54.00	\$14,688.00	272	\$14,688.00	100
RC PIPE (CL III)(24 IN)(SPL)	LF	80	\$58.00	\$4,640.00	80	\$4,640.00	100
SET (TY II) (18 IN) (RCP) (6: 1) (P)	EA	10	\$1,000.00	\$10,000.00	10	\$10,000.00	100
REMOV STR (PIPE)	LF	271	\$12.00	\$3,252.00	198	\$2,376.00	73
REMOVE STR (CONC)	EA	3	\$1,500.00	\$4,500.00	3	\$4,500.00	100
MOBILIZATION	LS	1	\$97,000.00	\$97,000.00	0.5	\$48,500.00	50
PRESS IRRIG PVC (15 IN)	LF	198	\$75.00	\$14,850.00	198	\$14,850.00	100
IRRIGATION VALVE (12")	EA	3	\$2,200.00	\$6,600.00	3	\$6,600.00	100
IRRIGATION WELL (30")	EA	2	\$11,000.00	\$22,000.00	2	\$22,000.00	100
PRSSR IRRIG PVC PIPE (18")	EA	924	\$44.00	\$40,656.00	95	\$4,180.00	10
PRSSR IRRIG PVC PIPE (12")	EA	375	\$26.00	\$9,750.00	375	\$9,750.00	100

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Item 2A

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

<b>BOARD OF DIRECTORS</b>	<u>  X  </u>	<b>AGENDA ITEM</b>	<u>  2A  </u>
<b>PLANNING COMMITTEE</b>	<u>          </u>	<b>DATE SUBMITTED</b>	<u>  06/14/16  </u>
<b>FINANCE COMMITTEE</b>	<u>          </u>	<b>MEETING DATE</b>	<u>  06/28/16  </u>
<b>TECHNICAL COMMITTEE</b>	<u>          </u>		

1. Agenda Item: **APPROVAL OF MINUTES FOR REGULAR MEETING HELD MAY 24, 2016.**
  
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 24, 2016.
  
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
  
4. Budgeted:   Yes   No   X  N/A
  
5. Staff Recommendation: **Motion to approve the minutes for the Board of Director's Regular Meeting held May 24, 2016, as presented.**
  
6. Program Manager's Recommendation:   Approved   Disapproved   X  None
  
7. Planning Committee's Recommendation:   Approved   Disapproved   X  None
  
8. Board Attorney's Recommendation:   X  Approved   Disapproved   None
  
9. Chief Auditor's Recommendation:   Approved   Disapproved   X  None
  
10. Chief Financial Officer's Recommendation:   Approved   Disapproved   X  None
  
11. Construction Engineer's Recommendation:   Approved   Disapproved   X  None
  
12. Executive Director's Recommendation:   X  Approved   Disapproved   None

**STATE OF TEXAS  
COUNTY OF HIDALGO  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

The Hidalgo County Regional Mobility Authority Board of Directors convened for a Workshop and Regular Meeting on **Tuesday, May 24, 2016**, at 5:30 pm at the Pharr City Hall, City Commission Chambers, 2<sup>nd</sup> Floor, 118 South Cage Boulevard, Pharr, Texas, with the following present:

Board Members:	S. David Deanda, Jr., Chairman	HCRMA
	Josue Reyes, Vice-Chairman	HCRMA
	Ricardo Perez, Secretary/Treasurer	HCRMA
	Alonzo Cantu, Director	HCRMA
	Aquiles J. Garza, Jr. Director	HCRMA
	Forrest Runnels, Director	HCRMA
Absent:	David Guerra, Director	HCRMA
Staff:	Pilar Rodriguez, Executive Director	HCRMA
	Ramon Navarro IV, Chief Construction Engineer	HCRMA
	Celia Gaona, Chief Auditor/Compliance Officer	HCRMA
	Jose Castillo, Chief Financial Officer	HCRMA
	Flor Koll, Program Administrator	HCRMA
	Blakely Fernandez, Legal Counsel	HCRMA
	Louis Jones, Program Manager	HCRMA

**PLEDGE OF ALLEGIANCE**

Chairman Deanda led the Pledge of Allegiance.

**INVOCATION**

Ms. Gaona led the Invocation.

**CALL TO ORDER FOR REGULAR MEETING AND ESTABLISH A QUORUM**

Chairman Deanda called the Regular Meeting to order at 5:31 pm.

***Motion by Josue Reyes, with a second by Aquiles Garza, to enter into Executive Session to consult with the Board Attorney on legal issues pertaining to Items 2E under Section 551.071 of the Texas Government Code. Motion carried unanimously.***

*Chairman Deanda recessed the meeting to enter into Executive Session at 5:32pm. Chairman Sweeten reconvened the Regular Meeting at 6:12 pm with no action taken on the item discussed in Executive Session.*

**PUBLIC COMMENT**

*None*

## 1. REPORTS

- A. Report on Program Manager Activity for SH 365 and IBTC – Louis Jones, Dannenbaum Engineering.  
*Louis Jones and Eric Davila, Dannenbaum Engineering, reported on the progress to date for the SH 365 and IBTC Projects. No action taken.*
- B. Report on Construction Activity for US 281/Military Highway Overpass/BSIF Connector Project – Ramon Navarro, HCRMA.  
*Ramon Navarro, Chief Construction Engineer for the HCRMA, reported on Construction Activity for US 281/Military Highway Overpass/BSIF Connector Project. No action taken.*

## 2. CONSENT AGENDA.

***Motion by Alonzo Cantu, with a second by Ricardo Perez, to approve the Consent Agenda. Motion carried unanimously.***

- A. Approval of Minutes for Regular Meeting held April 26, 2016 and Special Meeting held May 17, 2016.  
*Approved the Minutes for the Regular Meeting held April 26, 2016 and the Special Meeting held May 17, 2016 as presented.*
- B. Approval of Project & General Expense Report for the period from April 12, 2016 to May 9, 2016.  
*Approved the Project & General Expense Report for the period from April 12, 2016 to May 9, 2016.*
- C. Approval of Financial Report for March and April 2016.  
*Approved the Financial Report for March and April 2016.*
- D. Resolution 2016-79 – Approval of Work Authorization Number 4 to the Professional Service Agreement with SAMES Engineering to provide parcels 5B, 36B and 80 for the State Highway 365 Project.  
*Approved Resolution 2016-79 – Approval of Work Authorization Number 4 to the Professional Service Agreement with SAMES Engineering to provide parcels 5B, 36B and 80 for the State Highway 365 Project in the amount of \$5,085.00.*
- E. Resolution 2016-80 – Approval of amendment to the Professional Service Agreement with Escobedo & Cardenas and Richard Cantu to provide Administrative legal services to the Hidalgo County Regional Mobility Authority.  
*Approved Resolution 2016-80 – Approval of amendment to the Professional Service Agreement with Escobedo & Cardenas and Richard Cantu to provide Administrative legal services to the Hidalgo County Regional Mobility Authority.*

## 3. REGULAR AGENDA

- A. Resolution 2016-43 – Approval of Service Agreement with Chemical Response & Remediation Contractors, Inc. for hazardous material emergency and rapid response for the Hidalgo County Regional Mobility Authority.  
***Motion by Ricardo Perez with a second by Forrest Runnels, to approve Resolution 2016-43 – Approval of Service Agreement with Chemical Response & Remediation Contractors, Inc. for hazardous material emergency and rapid response for the Hidalgo County Regional Mobility Authority. Motion carried unanimously.***

- B. Resolution 2016-75 – Authorization to remove Rance G. Sweeten as a signatory and the addition of S. David Deanda, Chairman, as an authorized signatory on all PlainsCapital, Wilmington Trust and TxSTAR accounts.  
**Motion by Forrest Runnels with a second by Ricardo Perez, to approve Resolution 2016-75 – Authorization to remove Rance G. Sweeten as a signatory and the addition of S. David Deanda, Chairman, as an authorized signatory on all PlainsCapital, Wilmington Trust and TxSTAR accounts. Motion carried unanimously.**
- C. Resolution 2016-76 – Approval of designation of Hidalgo County Metropolitan Planning Organization Members for the Hidalgo County Regional Mobility Authority.  
**Motion by Ricardo Perez, with a second by Josue Reyes, to approve Resolution 2016-76 – Approval of designation of Hidalgo County Metropolitan Planning Organization Members for the Hidalgo County Regional Mobility Authority. Motion carried unanimously.**
- D. Resolution 2016-77 – Approval of One (1) Year Extension to the Financial Advisory Service Agreement with First Southwest.  
**Motion by Aquiles Garza, with a second by Forrest Runnels, to approve Resolution 2016-77 – Approval of One (1) Year Extension to the Financial Advisory Service Agreement with First Southwest. Motion carried unanimously.**
- E. Resolution 2016-78 – Approval of Resolution of Support for the State Highway 68 Project.  
**Motion by Forrest Runnels, with a second by Alonzo Cantu, to approve Resolution 2016-78 – Approval of Resolution of Support for the State Highway 68 Project. Motion carried unanimously.**

#### 4. CHAIRMAN'S REPORT

- A. Annual Election of Vice Chairman and Secretary/Treasurer.  
*Forrest Runnels was elected Vice Chairman and Ricardo Perez as Secretary/Treasurer.*

#### 5. TABLED ITEMS

- A. None

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

**Motion by Josue Reyes, with a second by Aquiles Garza, to enter into Executive Session to consult with the Board Attorney on legal issues pertaining to Items 2E under Section 551.071 of the Texas Government Code. Motion carried unanimously. Motion carried unanimously.**

- A. Consultation with Board Attorney on legal issues pertaining to the Project Development, Operation & Maintenance Agreement for State Highway 365 and Advance Funding Agreement for US 281/Military Highway Overpass Projects (Section 551.071 T.G.C.).  
**No action taken.**
- B. Consultation with Board Attorney on legal issues pertaining to the Texas Department of Transportation State Infrastructure Bank Loan for the State Highway 365 Project (Section 551.071 T.G.C.).  
**No action taken.**
- C. Consultation with Board Attorney on legal issues pertaining to the deliberation of real property for the State Highway 365 and International Bridge Trade Corridor Projects (Sections 551.071 and 551.072 T.G.C.).  
**No action taken.**

D. Consultation with Board Attorney on legal issues pertaining to Early Right of Way Acquisition and environmental clearance process for the State Highway 365 and International Bridge Trade Corridor Projects (Section 551.071 T.G.C).

***No action taken.***

E. Consultation with Board Attorney on legal issues pertaining to the use of Eminent Domain to acquire property required to complete the project alignments of the State Highway 365 and the International Bridge Trade Corridor Projects (Sections 551.071 and 551.072 T.G.C.).

***No action taken.***

F. Consultation with Board Attorney on legal issues pertaining to the proposed South Texas Class I Rail Project (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 6:47 pm.*

---

*S. David Deanda, Jr, Chairman*

*Attest:*

---

*Ricardo Perez, Secretary/Treasurer*

**Item 2B**

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

<b>BOARD OF DIRECTORS</b>	<u>  X  </u>	<b>AGENDA ITEM</b>	<u>  2B  </u>
<b>PLANNING COMMITTEE</b>	<u>          </u>	<b>DATE SUBMITTED</b>	<u>  06/14/16  </u>
<b>FINANCE COMMITTEE</b>	<u>          </u>	<b>MEETING DATE</b>	<u>  06/28/16  </u>
<b>TECHNICAL COMMITTEE</b>	<u>          </u>		

1. Agenda Item: **APPROVAL OF PROJECT AND GENERAL EXPENSE REPORT FROM MAY 10, 2016 THROUGH JUNE 8, 2016**

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

Consideration and approval of project and general expense report for the period from May 10, 2016 to June 8, 2016.

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

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

General Account	\$ 94,680.72
VRF Bond Account	\$ 1,160,737.89
R.O.W Services	\$ 453,846.11
<b>Total Project Expenses for Reporting Period</b>	<b>\$ 1,709,264.72</b>
Fund Balance after Expenses	\$ 13,649,688

5. Staff Recommendation: **Motion to approve the project and general expense report for the period from May 10, 2016 to June 8, 2016 as presented.**

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

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

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

9. Chief Auditor's Recommendation:   X   Approved    Disapproved    None

10. Chief Financial Officer's Recommendation:   X   Approved    Disapproved    None

11. Chief Construction Engineer's Recommendation:   X   Approved    Disapproved    None

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



**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## Memorandum

To: S. David Deanda Jr., Chairman  
From: Pilar Rodriguez, PE, Executive Director  
Date: June 15, 2016  
Re: **Expense Report for the Period from May 10, 2016 to June 8, 2016**

---

Attached is the expense report for the period commencing on May 10, 2016 and ending on June 8, 2016.

Expenses for the General Account total \$94,680.72, the VRF Bond Account total \$1,160,737.89, and for the ROW Services total \$453,846.11. The aggregate expense for the reporting period is \$1,709,264.72.

Based on review by this office, **approval of expenses for the reporting period is recommended in the aggregate amount of \$1,709,264.72.**

This leaves a fund balance (all funds) after expenses of \$13,649,688.

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



# HCRMA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

May 5 - June 9

2016

Plains Capital 41

	Make Check Payable to	Inv Date	Memo:	Date Work Performed	Amount	CK #
Wages & Benefits	52900-1000 City of Pharr	6/1/2016	HC0606116 Payroll	5/13/16 & 5/27/16	\$ 65,085.32	ACH
Due & Subscriptions	McAlLEN EDC	6/2/2016	281 Coalition Membership Dues	2016	\$ 15,000.00	
Office Supplies	52900-1100 Office Depot	5/20/2016	840392031001; 840984366001	5/18/16-5/20/16	\$ 1,041.76	
		6/1/2016	843074978001; 843075126001; 843075127001	6/1/2016		
	52900-1100 Everything2go	5/25/2016	EP141A12-INV	5/25/16	\$ 849.00	
Postage/Courier	52900-1611 A Fast Delivery	6/2/2016	2016-0524;0689;1529;1691	2/3/16-5/25/16	\$ 371.25	
Telephone	52900-1606 Verizon Wireless	5/27/2016	9764675049	4/2/16-5/1/16	\$ 106.77	ACH pd
Travel & Training	52900-1660 Cella Gaona	5/17/2016	Travel - Post Issuance Compliance	5/11/16-5/13/16	\$ 197.50	ACH
	52900-1660 Flor E. Koll	6/7/2016	Mileage - Reimbursement	5/19/16-5/20/16	\$ 16.20	
	52900-1660 Jose Castillo	5/17/2016	Travel - Post Issuance Compliance	5/11/16-5/13/16	\$ 137.67	ACH
	52900-1660 Josue Reyes	6/3/2016	Travel - TxDOT April Meeting	4/27/16-4/28/16	\$ 56.14	
	52900-1660 Josue Reyes	6/3/2016	Travel - TxDOT May Meeting	5/26/16-5/27/16	\$ 499.88	
	52900-1660 S. David Deanda	6/3/2016	Travel - TxDOT May Meeting	5/26/16-5/27/16	\$ 625.82	
	52900-1660 Pilar Rodriguez	5/17/2016	Travel - Post Issuance Compliance	5/11/16-5/13/16	\$ 512.23	ACH
	52900-1660 Pilar Rodriguez	5/27/2016	Travel - TxDOT May Meeting	5/26/16-5/27/16	\$ 391.82	ACH
Legal Fees	52900-1710 Bracewell	6/9/2016	21651647	May 2016	\$ 4,089.44	ACH
Rental Contractual	52900-1715 City of Pharr	6/1/2016	HC060116 Rent	June 2016	\$ 1,969.60	ACH
	52900-1715-1 Dahill	5/18/2016	31577681-32	5/22/16-6/21/16	\$ 905.35	
Professional Services	52900-1716 Pena Designs	5/28/2016	47	May 2016	\$ 200.00	ACH
	see attach. Credit Card Services	6/4/2016	3602	5/4/16-6/3/16	\$ 1,391.07	ACH
	see attach. Credit Card Services	6/4/2016	3560	5/4/16-6/3/16	\$ 1,233.90	ACH
					\$ 94,680.72	

Wilmington Trust 43

	Make Check Payable to	Inv Date	Memo:	Date Work Performed	Amount	CK #
Construction Bond	52900-8810-1 S&B Infrastructure	6/6/2016	22 WA2	4/1/16-5/31/16	\$ 44,459.65	ACH
Engineering Services	52900-8810-1 Teds	6/3/2016	2062749	5/18/16-5/31/16	\$ 14,525.14	ACH
	52900-8820-1 Teds	6/3/2016	2062749	5/18/16-5/31/16	\$ 14,525.15	ACH
Environmental Services	52900-8810 Atkins	6/3/2016	1839049	May 2016	\$ 22,525.47	ACH
Construction	52900-8830-4 Foremost Paving, Inc.	6/9/2016	Est #4	May 2016	\$ 760,403.60	ACH
Program Management	52900-8800 Dannenbaum	6/6/2016	4652-01/55/XV	May 2016	\$ 229,697.42	ACH
Legal Fees	52900-8710 Bracewell	6/9/2016	21651659	May 2016	\$ 12,460.00	ACH
	52900-8710 Law Office of Richard A. Cantu	6/3/2016	10286	May 2016	\$ 16,616.08	ACH
Acquisition Services	52900-8810-2 Sendero Acquisitions	5/31/2016	5312016SH365	May 2016	\$ 30,860.00	ACH
	52900-8820-2 Sendero Acquisitions	5/31/2016	5312016IBTC	May 2016	\$ 3,625.00	ACH
R.O.W. Services	52900-8810-3 HLH Appraisal Services	6/3/2016	22	May 2016	\$ 950.00	ACH
	52900-8810-3 Leonel Garza Jr. & Associates, LLC	5/18/2016	2992	May 2016	\$ 7,500.00	ACH
	52900-8810-3 Sierra Title of Hidalgo County	4/6/2016	3152866	May 2016	\$ 1,157.13	ACH
	52900-8820-3 Top Cut Lawn Care, Inc.	5/15/2016	57864	May 2016	\$ 1,433.25	ACH
					\$ 1,160,737.89	

R.O.W. Services

Payee	DATE PD	Requisition	Project	Amount
52900-8810-3 Sierra Title	5/19/2016	Requisition 2016-19 ROW	SH365	\$ 10,000.00
52900-8810-3 Sierra Title	5/23/2016	Requisition 2016-20 ROW	SH365	\$ 20,000.00
52900-8810-3 Sierra Title	6/6/2016	Requisition 2016-21 ROW	SH365	\$ 49,654.00
52900-8820-3 Sierra Title	6/3/2016	Requisition 2016-22 ROW	IBTC	\$ 167.36
52900-8810-3 Sierra Title	6/6/2016	Requisition 2016-23 ROW	SH365	\$ 308,752.00
52900-8810-3 Sierra Title	6/9/2016	Requisition 2016-24 ROW	SH365	\$ 65,000.00
52900-8820-3 City of Donna	5/4/2016	Requisition 2016-25 ROW	SH365	\$ 272.75
				\$ 453,846.11

Sub Total - General	\$ 94,680.72
Sub Total - Projects	\$ 1,160,737.89
Sub Total - R.O.W.	\$ 453,846.11
<b>Total</b>	<b>\$ 1,709,264.72</b>

Approved: \_\_\_\_\_  
S. David Deanda, Jr., Chairman

Recommend Approval: \_\_\_\_\_  
Pilar Rodriguez, Executive Director

Approved \_\_\_\_\_  
Ricardo Perez, Secretary/Treasurer

Date Approved 6/28/2016



# INVOICE

City of Pharr, Texas  
 Attn: Lizette Gomez, Treasury Coordinator

DATE: JUNE 1, 2016

P.O. Box 1729  
 Pharr, Texas 78577  
 Phone 956-402-4150 ext. 1908  
 Fax 956-702-5318

TO HCRMA  
 Attn: Pilar Rodriguez, Executive Director  
 118 S. Cage Blvd., 4<sup>th</sup> Floor  
 Pharr, TX 78577  
 (956)607-8330

CONTACT PERSON	PAST DUE	CURRENT	AMOUNT TO PAY	DUE DATE	INVOICE NUMBER
Lizette Gomez		\$ 65,085.32	\$ 65,085.32	06/30/16	HC060116

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
		<b>PAYROLL MAY 2016</b>			
		PAYDATES: 5/13/16 & 5/27/16			
		GROSS SALARIES			\$ 53,775.88
		SS FICA			\$ 3,248.42
		MC FICA			\$ 759.69
		BLUE CROSS BLUE SHIELD			\$ 3,130.12
		EAP			\$ 9.48
		LIFE INSURANCE			\$ 25.56
		TMRS			\$ 3,199.17
		(Less Assgn Pay/Taxes: Pilar Rodriguez)			(\$ 263.00)
16		PROCESSING FEE	75.00		\$ 1,200.00
		TOTAL DISCOUNT		0.00	0.00
		SUBTOTAL			\$ 65,085.32
		SALES TAX			0.00
		TOTAL			\$ 65,085.32

**Make all checks payable to: City of Pharr**

**THANK YOU!**



## INVOICE

**BILL TO**

**INVOICE DATE:** 6/02/2016

Pilar Rodriguez, Executive Director  
Hidalgo County Regional Mobility Authority  
118 S Cage Blvd, 4<sup>th</sup> Floor  
Pharr TX 78577

**Description**

**Amount Due:**

281 Coalition Membership Dues 2016

\$15,000.00

Pay ↑

PR

6/13/2016













**Invoice**

**Order #** EP141A12    **Invoice Date** 05/25/16    **Invoice #** EP141A12-INV    **P.O. #**2016-40

**Bill To**

**Flor Koll**

Hidalgo County Regional Mobility Authority  
PO Box 1766  
Pharr TX 78577

**Ship To**

**Flor Koll**

Hidalgo Cnty Regional Mobility Authority  
118 S Cage Blvd  
Pharr TX 78577

**BALANCE DUE    \$849.00**

**Payment Terms: Net 30**

Quantity	Item #	Description	Unit Price	Amount
1	LHA174	10' Boat Shaped Conference Table	\$849.00	\$849.00
			<b>Order Total</b>	\$849.00
			<b>Payment</b>	\$0.00
			<b>Balance Due</b>	\$849.00

- Any questions, please call us or email [service@everything2go.com](mailto:service@everything2go.com) and reference order EP141A12.

Please mail payment to:  
Everything2go.com  
250 E Wisconsin Ave Ste 925  
Milwaukee, WI 53202

Duns#: 61-848-8725  
Fed# 20.3551243

# PURCHASE ORDER



Federal, State, Local and Use Taxes are not applicable to this purchase which is for exclusive use of the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

The following number must appear on all invoices, bills of lading, and acknowledgements relating to this PO:

**PURCHASE ORDER: 2016-40**

**P.O. DATE** May 20, 2016  
**TERMS** 30 days

**TO:**  
Office Furniture 2go.com  
250 E. Wisconsin Ave, #925  
Milwaukee, WI 53202

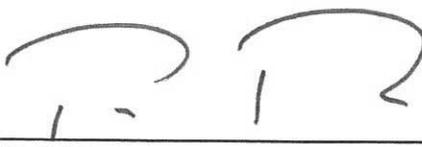
**Correspondence to:**  
Flor E. Koll  
PO Box 1766  
Pharr, Texas 78577  
E-mail [fkoll@hcrma.net](mailto:fkoll@hcrma.net)  
Phone 956-402-4765

Tax Exempt

QTY	Item #	DESCRIPTION	UNIT PRICE	AMOUNT
1	LHA174	10' Boat Shaped Conference Table - Mahogany	849.00	849.00
Quote # QP141A02 dated 5/20/16 is attached.			subtotal	849.00
			FREIGHT	0.00
			TAX	0.00
			OTHER	0
<b>TOTAL</b>				<b>\$849.00</b>

**SHIP TO:**

HCRMA  
Attn: Flor E. Koll  
118 S. Cage Blvd  
4th Floor  
Pharr, Texas 78577

  
 \_\_\_\_\_  
 APPROVED BY: Pilar Rodriguez, Executive Director

5/20/2016  
 \_\_\_\_\_  
 DATE

Inv #2016000524

INVOICE

2/17/2016

A-FAST DELIVERY, LLC  
P.O. Box 530402  
Harlingen, TX 78553  
Phone: (956) 425-7333  
Fax: (956) 425-3075  
Tax I.D. 27-1584703

RATE INCREASE AS OF 02/01/2016. FEEL FREE TO CALL FOR NEW RATES.

HCRMA  
118 S CAGE  
PHARR, TX 78577

This Invoice includes Completed Jobs delivered on or before 2/15/2016.

ITEMIZED LISTING

JobNumber	Priority	Legs	Drop Date	Requestor	Reference	Amount Due
2016002685	REGULAR		2/3/2016	SG/FLOR		\$7.50
From: HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX						
To: EIA PROPERTIES - 506 E CANTON - EDINBURG, TX						
Released: 2/3/2016 8:28 am Dropped Off: 2/3/2016 9:40 am						
2016002686	REGULAR		2/3/2016	SG/FLOR		\$7.50
From: HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX						
To: CANTU CONSTRUCTION - 5221 N MCCOLL - MCALLEN, TX						
Released: 2/3/2016 8:28 am Dropped Off: 2/3/2016 9:50 am						
2016002687	REGULAR		2/3/2016	SG/FLOR		\$7.50
From: HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX						
To: IBC BANK - 1 S BROADWAY - MCALLEN, TX 78501						
Released: 2/3/2016 8:29 am Dropped Off: 2/3/2016 10:05 am						
2016003169	REGULAR		2/9/2016	TS/FLOR		\$7.50
From: HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX						
To: SIERRA TITLE - 3401 N. 10TH STREET - MCALLEN, TX 78501						
Released: 2/9/2016 8:08 am Dropped Off: 2/9/2016 11:12 am						

Number of Jobs: 4

Total Charges:	\$30.00
Total Credits:	\$0.00
Amount Due:	\$30.00

total  
\$371.25  
A-FAST Delivery

Inv #2016000689

INVOICE

3/1/2016

A-FAST DELIVERY, LLC  
 P.O. Box 530402  
 Harlingen, TX 78553  
 Phone: (956) 425-7333  
 Fax: (956) 425-3075  
 Tax I.D. 27-1584703

RATE INCREASE AS OF 02/01/2016. FEEL FREE TO CALL FOR NEW RATES.

HCRMA  
 118 S CAGE  
 PHARR, TX 78577

This Invoice includes Completed Jobs delivered on or before 2/29/2016.

ITEMIZED LISTING

JobNumber	Priority	Legs	Drop Date	Requestor	Reference	Amount Due
<b>2016004032</b>	<b>REGULAR</b>		<b>2/18/2016</b>	<b>TS/FLOR</b>		<b>\$7.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	EIA PROPERTIES - 506 E CANTON - EDINBURG, TX					
Released:	2/18/2016 1:30 pm		Dropped Off:	2/18/2016 1:58 pm		
<b>2016004035</b>	<b>REGULAR</b>		<b>2/18/2016</b>	<b>TS/FLOR</b>		<b>\$7.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO JUDGE RAMON GARCIA - 100 E CANO STE 201 - EDINBURG, TX 78539					
Released:	2/18/2016 1:30 pm		Dropped Off:	2/18/2016 2:10 pm		
<b>2016004036</b>	<b>REGULAR</b>		<b>2/18/2016</b>	<b>TS/FLOR</b>		<b>\$7.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	CANTU CONSTRUCTION - 5221 N MCCOLL - MCALLEN, TX					
Released:	2/18/2016 1:30 pm		Dropped Off:	2/18/2016 2:40 pm		
<b>2016004037</b>	<b>REGULAR</b>		<b>2/18/2016</b>	<b>TS/FLOR</b>		<b>\$7.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	DAVID GUERRA - 1 S BROADWAY - IBC BANK - MCALLEN, TX					
Released:	2/18/2016 1:30 pm		Dropped Off:	2/18/2016 3:55 pm		
<b>2016004038</b>	<b>REGULAR</b>		<b>2/18/2016</b>	<b>TS/FLOR</b>		<b>\$7.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	DANNEN BAUM ENGINEERING - 1109 NOLANA LOOP STE 208 - MCALLEN, TX 78501					
Released:	2/18/2016 1:30 pm		Dropped Off:	2/18/2016 3:28 pm		
<b>2016004039</b>	<b>REGULAR</b>		<b>2/18/2016</b>	<b>TS/FLOR</b>		<b>\$7.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	LONG CHILTON - 4100 N. 23RD - MCALLEN, TX 78501					
Released:	2/18/2016 1:30 pm		Dropped Off:	2/18/2016 3:23 pm		
<b>2016004040</b>	<b>REGULAR</b>		<b>2/18/2016</b>	<b>TS/FLOR</b>		<b>\$7.00</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	TEXAS DEPT OF TRANSPORTATION - 600 W EXPWY 83 - PHARR, TX 78577					
Released:	2/18/2016 1:30 pm		Dropped Off:	2/18/2016 1:13 pm		
<b>2016004042</b>	<b>REGULAR</b>		<b>2/18/2016</b>	<b>TS/FLOR</b>		<b>\$7.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT4 JOSEPH PALACIO - 1051 N DOOLITTLE - EDINBURG, TX					
Released:	2/18/2016 1:30 pm		Dropped Off:	2/18/2016 2:20 pm		
<b>2016004043</b>	<b>REGULAR</b>		<b>2/18/2016</b>	<b>TS/FLOR</b>		<b>\$7.00</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT EDDIE CANTU - 300 W HALL ACRES - PHARR, TX					
Released:	2/18/2016 1:30 pm		Dropped Off:	2/18/2016 1:30 pm		

JobNumber	Priority	Legs	Drop Date	Requestor	Reference	Amount Due
2016004044	REGULAR		2/18/2016	TS/FLOR		\$8.25
From: HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX						
To: HIDALGO CO PCT3 JOE FLORES - 724 N BREYFOGAL - MISSION, TX 78572						
Released: 2/18/2016 1:30 pm Dropped Off: 2/18/2016 2:24 pm						
2016004045	REGULAR		2/18/2016	TS/FLOR		\$9.25
From: HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX						
To: HIDALGO CO PCT 1 - 1902 JOE STEPHENS - A C CUELLAR - WESLACO, TX 78596						
Released: 2/18/2016 1:30 pm Dropped Off: 2/18/2016 2:03 pm						
2016004046	REGULAR		2/18/2016	TS/FLOR		\$8.25
From: HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX						
To: RIO BANK - 401 N BENTSEN PALM DRIVE - MISSION, TX						
Released: 2/18/2016 1:30 pm Dropped Off: 2/18/2016 2:29 pm						
2016004047	REGULAR		2/18/2016	TS/FLOR		\$8.25
From: HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX						
To: JULIAN YBARRA JR - 2800 SANTA ANA - CODE FOR GATE 6890 - MISSION, TX						
Released: 2/18/2016 1:30 pm Dropped Off: 2/18/2016 2:00 pm						
2016004225	HOT-SHOT		2/19/2016	TS/FLOR		\$17.00
From: HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX						
To: EIA PROPERTIES - 506 E CANTON - EDINBURG, TX						
Released: 2/19/2016 2:26 pm Dropped Off: 2/19/2016 4:38 pm						
2016004226	HOT-SHOT		2/19/2016	TS/FLOR		\$17.00
From: HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX						
To: CANTU CONSTRUCTION - 5221 N MCCOLL - MCALLEN, TX						
Released: 2/19/2016 2:27 pm Dropped Off: 2/19/2016 4:20 pm						
2016004227	HOT-SHOT		2/19/2016	TS/FLOR		\$17.00
From: HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX						
To: DAVID GUERRA - 1 S BROADWAY - IBC BANK - MCALLEN, TX						
Released: 2/19/2016 2:27 pm Dropped Off: 2/19/2016 3:38 pm						
2016004228	HOT-SHOT		2/19/2016	TS/FLOR		\$17.00
From: HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX						
To: LONG CHILTON - 4100 N. 23RD - MCALLEN, TX 78501						
Released: 2/19/2016 2:27 pm Dropped Off: 2/19/2016 3:50 pm						
2016004229	HOT-SHOT		2/19/2016	TS/FLOR		\$18.25
From: HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX						
To: JULIAN YBARRA JR - 2800 SANTA ANA - CODE FOR GATE 6890 - MISSION, TX						
Released: 2/19/2016 2:29 pm Dropped Off: 2/19/2016 4:35 pm						
2016004230	HOT-SHOT		2/19/2016	TS/FLOR		\$18.25
From: HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX						
To: RIO BANK - 401 N BENTSEN PALM DRIVE - MISSION, TX						
Released: 2/19/2016 2:30 pm Dropped Off: 2/19/2016 3:56 pm						
2016004323	REGULAR		2/22/2016	SG/FLOR		\$7.50
From: HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX						
To: SIERRA TITLE - 3401 N. 10TH STREET - MCALLEN, TX 78501						
Released: 2/22/2016 1:24 pm Dropped Off: 2/22/2016 4:15 pm						
2016004915	REGULAR		2/29/2016	SG/FLOR		\$7.50
From: HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX						
To: DANNEN BAUM ENGINEERING - 1109 NOLANA LOOP STE 208 - MCALLEN, TX 78501						
Released: 2/29/2016 10:21 am Dropped Off: 2/29/2016 12:55 pm						

Number of Jobs: 21

Total Charges:	\$220.00
Total Credits:	\$0.00
Amount Due:	\$220.00

*CK 2016  
dtd 3/24/16  
NOT CLEARED  
6/18/16 JAC*

A-FAST DELIVERY, LLC  
P.O. Box 530402  
Harlingen, TX 78553  
Phone: (956) 425-7333  
Fax: (956) 425-3075  
Tax I.D. 27-1584703

**RATE INCREASE AS OF 02/01/2016. FEEL FREE TO CALL FOR NEW RATES.**

HCRMA  
118 S CAGE  
PHARR, TX 78577

This Invoice includes Completed Jobs delivered on or before 5/31/2016.

**ITEMIZED LISTING**

JobNumber	Priority	Legs	Drop Date	Requestor	Reference	Amount Due
2016011731	REGULAR		5/18/2016	SG/FLOR		\$7.50
From: HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX						
To: HIDALGO CO DRAINAGE DIST - 902 N DOOLITTLE - EDINBURG, TX 78542						
Released: 5/18/2016 9:12 am Dropped Off: 5/18/2016 12:05 pm						
2016012087	REGULAR		5/23/2016	SG/FLOR		\$7.50
From: HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX						
To: HIDALGO CO JUDGE RAMON GARCIA - 100 E CANO STE 201 - EDINBURG, TX 78539						
Released: 5/23/2016 8:23 am Dropped Off: 5/23/2016 12:00 pm						
2016012088	REGULAR		5/23/2016	SG/FLOR		\$7.50
From: HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX						
To: HIDALGO CO PCT4 JOSEPH PALACIO - 1051 N DOOLITTLE - EDINBURG, TX						
Released: 5/23/2016 8:23 am Dropped Off: 5/23/2016 12:18 pm						
2016012089	REGULAR		5/23/2016	SG/FLOR		\$7.00
From: HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX						
To: TEXAS DEPT OF TRANSPORTATION - 600 W EXPWY 83 - PHARR, TX 78577						
Released: 5/23/2016 8:24 am Dropped Off: 5/23/2016 11:27 am						
2016012090	REGULAR		5/23/2016	SG/FLOR		\$7.00
From: HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX						
To: HIDALGO CO PCT EDDIE CANTU - 300 W HALL ACRES - PHARR, TX						
Released: 5/23/2016 8:24 am Dropped Off: 5/23/2016 10:47 am						
2016012091	REGULAR		5/23/2016	SG/FLOR		\$8.25
From: HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX						
To: HIDALGO CO PCT3 JOE FLORES - 724 N BREYFOGAL - MISSION, TX 78572						
Released: 5/23/2016 8:24 am Dropped Off: 5/23/2016 12:11 pm						
2016012092	REGULAR		5/23/2016	SG/FLOR		\$9.25
From: HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX						
To: HIDALGO CO PCT 1 - 1902 JOE STEPHENS - A C CUELLAR - WESLACO, TX 78596						
Released: 5/23/2016 8:25 am Dropped Off: 5/23/2016 11:07 am						
2016012319	REGULAR		5/25/2016	SG/FLOR		\$7.00
From: TEXAS DEPT OF TRANSPORTATION - 600 W EXPWY 83 - PHARR, TX 78577						
To: HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX						
Released: 5/25/2016 11:00 am Dropped Off: 5/25/2016 11:50 am						

<b>Number of Jobs:</b> 8	<b>Total Charges:</b>	\$61.00
	<b>Total Credits:</b>	\$0.00
	<b>Amount Due:</b>	\$61.00

*Handwritten notes:*  
 CK 2016  
 dtd 4/24/16  
 NOT CLEARED  
 as of 6/17/16  
 2016000524 - 310.25  
 2016000689 - 220.00  
 2016001529 - 60.25  
 310.25 past due  
 \* received after doc scheduled for payment

*Handwritten note:* Inv Amount is 30.00

A-FAST DELIVERY, LLC  
 P.O. Box 530402  
 Harlingen, TX 78553  
 Phone: (956) 425-7333  
 Fax: (956) 425-3075  
 Tax I.D. 27-1584703

RATE INCREASE AS OF 02/01/2016. FEEL FREE TO CALL FOR NEW RATES.

HCRMA  
 118 S CAGE  
 PHARR, TX 78577

This Invoice includes Completed Jobs delivered on or before 5/15/2016.

ITEMIZED LISTING

JobNumber	Priority	Legs	Drop Date	Requestor	Reference	Amount Due
<b>2016010951</b>	<b>REGULAR</b>		<b>5/10/2016</b>	<b>TS/FLOR</b>		<b>\$7.50</b>
From:	LONE STAR NATIONAL - 520 E NOLANA - MCALLEN, TX					
To:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
Released:	5/10/2016 9:00 am		Dropped Off: 5/10/2016 9:40 am			
<b>2016011163</b>	<b>REGULAR</b>		<b>5/12/2016</b>	<b>TS/FLOR</b>		<b>\$7.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	EIA PROPERTIES - 506 E CANTON - EDINBURG, TX					
Released:	5/12/2016 8:00 am		Dropped Off: 5/12/2016 8:55 am			
<b>2016011164</b>	<b>REGULAR</b>		<b>5/12/2016</b>	<b>TS/FLOR</b>		<b>\$7.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	CANTU CONSTRUCTION - 5221 N MCCOLL - MCALLEN, TX					
Released:	5/12/2016 8:00 am		Dropped Off: 5/12/2016 8:33 am			
<b>2016011165</b>	<b>REGULAR</b>		<b>5/12/2016</b>	<b>TS/FLOR</b>		<b>\$7.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	IBC BANK - 1 S BROADWAY - MCALLEN, TX 78501					
Released:	5/12/2016 8:00 am		Dropped Off: 5/12/2016 9:35 am			
<b>2016011166</b>	<b>REGULAR</b>		<b>5/12/2016</b>	<b>TS/FLOR</b>		<b>\$7.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	DANNEN BAUM ENGINEERING - 1109 NOLANA LOOP STE 208 - MCALLEN, TX 78501					
Released:	5/12/2016 8:00 am		Dropped Off: 5/12/2016 9:22 am			
<b>2016011167</b>	<b>REGULAR</b>		<b>5/12/2016</b>	<b>TS/FLOR</b>		<b>\$7.50</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	LONE STAR NATIONAL - 520 E NOLANA - MCALLEN, TX					
Released:	5/12/2016 8:00 am		Dropped Off: 5/12/2016 9:13 am			
<b>2016011168</b>	<b>REGULAR</b>		<b>5/12/2016</b>	<b>TS/FLOR</b>		<b>\$7.00</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	JIMMY GARZA - 1413 W MILITARY RD - PHARR, TX					
Released:	5/12/2016 8:00 am		Dropped Off: 5/12/2016 12:10 pm			
<b>2016011169</b>	<b>REGULAR</b>		<b>5/12/2016</b>	<b>TS/FLOR</b>		<b>\$8.25</b>
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	RIO BANK - 401 N BENTSEN PALM DRIVE - MISSION, TX					
Released:	5/12/2016 8:00 am		Dropped Off: 5/12/2016 10:25 am			

Number of Jobs: 8

Total Charges:	\$60.25
Total Credits:	\$0.00
Amount Due:	\$60.25



PO BOX 4001  
ACWORTH, GA 30101

Manage Your Account	Account Number	Date Due
<a href="http://www.vzw.com/mybusinessaccount">www.vzw.com/mybusinessaccount</a>	742048571-00001	05/27/16
Change your address at <a href="http://sso.verizonenterprise.com">http://sso.verizonenterprise.com</a>	Invoice Number	9764675049

0004290 02 MB 0.416 \*\*AUTO T3 0 2871 78577-163366 -C22-P04294-1



HIDALGO COUNTY REGINAL MOBILIT  
FLOR HOLL  
PO BOX 1766  
PHARR, TX 78577-1633



### Quick Bill Summary

Apr 02 – May 01

Previous Balance <i>(see back for details)</i>	\$106.77
Payment – Thank You	-\$106.77
<b>Balance Forward</b>	<b>\$ .00</b>
Monthly Charges	\$106.77
Usage and Purchase Charges	
Data	\$ .00
Taxes, Governmental Surcharges & Fees	\$ .00
<b>Total Current Charges</b>	<b>\$106.77</b>

**Total Charges Due by May 27, 2016 \$106.77**

pd 5/31/16  
Automatic payment

Pay from phone	Pay on the Web	Questions:
#PMT (#768)	At <a href="http://vzw.com/mybusinessaccount">vzw.com/mybusinessaccount</a>	1.800.922.0204 or *611 from your phone



HIDALGO COUNTY REGINAL MOBILIT  
FLOR HOLL  
PO BOX 1766  
PHARR, TX 78577-1633

Bill Date May 01, 2016  
Account Number 742048571-00001  
Invoice Number 9764675049

### Total Amount Due

deducted from bank account on 05/26/16  
DO NOT MAIL PAYMENT

**\$106.77**

PO BOX 660108  
DALLAS, TX 75266-0108



97646750490107420485710000100000010677000000106773

**HCRMA  
TRAVEL EXPENSE - FINAL CLAIM**

For auditing purposes, receipts for all expenses must be submitted and attached to final claim form.

Employee: Celia Gaona Empl. #: 3402

Reason for Expense:	
1. Seminar <u>X</u>	5. Meeting _____
2. Conference-Consultation _____	6. Special Hearing _____
3. Convention _____	7. Other - _____
4. Short School _____	
Dates: <u>5/11-13/2016</u>	
City: <u>Austin, TX</u>	
Hotel: <u>Omni Hotel &amp; Resort</u>	
Phone: <u>(512) 476-3700</u>	
Briefly describe purpose: <u>Post Issuance Compliance Seminar - FSW Asset Management</u>	

**I. TRANSPORTATION:**

	Cash:			Check if paid with Pcard
(A) *HCRMA Vehicle Unit No.				
* Personal Vehicle: <u>https://www.mapquest.com</u>	<u>74.37</u> Miles @ <u>0.540</u> /mile	\$	40.16	
(B) *Airline Ticket <u>Harlingen Airport</u>		\$	168.98	<b>X</b>
(C) *Bus Fare _____				
(D) *Taxi Fare _____		\$	33.30	<b>X</b>
(E) *Car Rental _____				
(F) *Other <u>Airport parking</u>		\$	24.00	<b>X</b>

**TOTAL TRANSPORTATION** **\$266.44**

**II. LODGING, MEALS, TIPS, AND TAXES:**

(A) * Hotel Accommodations - Single/Double for <u>2</u> Night(s) @ \$ <u>239.00</u>	\$	478.00	<b>X</b>
(B) * Meals: <u>8</u> meals @ <u>\$19.67</u> per meal <u>http://www.gsa.gov/portal/content/104877</u>	\$	157.34	
(C) *Other <u>% taxes - hotel occupancy</u>	\$	71.70	<b>X</b>
(D) *Other _____			

**TOTAL LODGING, MEALS, AND OTHER** **\$707.04**

**III. INCIDENTAL EXPENSES:**

(A) *Registration Fees _____	\$	350.00	<b>X</b>
(B) *Other _____			

**TOTAL INCIDENTAL EXPENSES** **\$350.00**

**IV. BUDGETED ITEMS:**

Total Cost of Final Travel \$1,323.48  
 Less: Paid by HCRMA \$1,125.98

Submitted By: [Signature]

Date: 05/17/16

Amount Due Employee \$197.50

Approvals: [Signature]

Charge Account Number: 52900-1660 for \$197.50

Charge Account Number: \_\_\_\_\_ for \_\_\_\_\_

Executive Director

Date 5/17/2016

Departure: 

Date	Time
05/11/16	9:30 AM

Arrival: 

Date	Time
05/13/16	7:30 PM



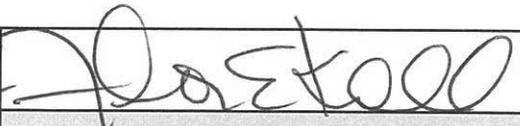
**Hidalgo County Regional Mobility Authority  
Mileage Claim Reimbursement Form**

**Employee Name:** Flor E. Koll

**EMP ID#:** 3401

DATE	TRAVEL DESCRIPTION	ODOMETER READING		Total Miles	MILES @ .000	TOTAL
		Before	After			
05/19/16	Assist Director Guerra with PFS - From HCRMA Office to IBC and back to Office	112,112	112,119	7	\$0.540	\$3.78
05/20/16	Assist Director Guerra with PFS - From Pharr Event Center to IBC and back to Office	112,127	112,137	7	\$0.540	\$3.78
05/20/16	Pick up and deliver board packets. From Office to CopyZone to Dannenbam (Josue Reyes) to Lone Star National Bank (Chairman Deanda) to Cantu Construction (Alonzo Cantu) to IBC (David Guerra) to Office	112,137	112,153	16	\$0.540	\$8.64
Sub-Totals						
<b>TOTAL</b>						<b>\$16.20</b>

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

6/10/17		6/10/16	
<b>DATE</b>	<b>EMPLOYEE SIGNATURE</b>	<b>DATE</b>	<b>APPROVED BY DEPARTMENT HEAD</b>

**HCRMA  
TRAVEL EXPENSE - FINAL CLAIM**

For auditing purposes, receipts for all expenses must be submitted and attached to final claim form.

Employee: Joe Castillo Empl. #: 3405

Reason for Expense:	
1. Seminar <u>X</u>	5. Meeting _____
2. Conference-Consultation _____	6. Special Hearing _____
3. Convention _____	7. Other - _____
4. Short School _____	
Dates: <u>5/11-13/2016</u>	
City: <u>Austin, TX</u>	
Hotel: <u>Omni Hotel &amp; Resort</u>	
Phone: <u>(512) 476-3700</u>	
Briefly describe purpose: <u>Post Issuance Compliance Seminar - FSW Asset Management</u>	

**I. TRANSPORTATION:**

(A) *HCRMA Vehicle Unit No.	Cash: _____		Check if paid with Pcard
* Personal Vehicle: <u><a href="https://www.mapquest.com">https://www.mapquest.com</a></u>	Miles @ <u>0.540</u> /mile	\$ -	
(B) *Airline Ticket	_____	_____	
(C) *Bus Fare	_____	_____	
(D) *Taxi Fare	_____	_____	
(E) *Car Rental	_____	_____	
(F) *Other	_____	_____	X

**TOTAL TRANSPORTATION** **\$0.00**

**II. LODGING, MEALS, TIPS, AND TAXES:**

(A) * Hotel Accommodations - Single/Double for <u>2</u> Night(s) @ \$ <u>239.00</u>	\$ 478.00	X
(B) * Meals: <u>7</u> meals @ <u>\$19.67</u> per meal <u><a href="http://www.gsa.gov/portal/content/104877">http://www.gsa.gov/portal/content/104877</a></u>	\$ 137.67	
(C) *% taxes - hotel occupancy	\$ 71.70	X
(D) *Other: _____	_____	

**TOTAL LODGING, MEALS, AND OTHER** **\$687.37**

**III. INCIDENTAL EXPENSES:**

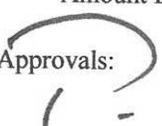
(A) *Registration Fees	\$ 350.00	X
(B) *Other	_____	

**TOTAL INCIDENTAL EXPENSES** **\$350.00**

**IV. BUDGETED ITEMS:**

Submitted By:   
Date: 5/17/16

Total Cost of Final Travel \$1,037.37  
Less: Paid by HCRMA \$899.70  
Amount Due Employee \$137.67

Approvals:    
Executive Director  
Date 5/17/2016

Charge Account Number: 52900-1660 for \$137.67  
Charge Account Number: \_\_\_\_\_ for \_\_\_\_\_

Departure: 

Date	Time
05/11/16	4:00 PM

  
Arrival: 

Date	Time
05/13/16	6:00 PM



## REQUEST FOR REIMBURSEMENT

EMPLOYEE NAME: Josue Reyes

EMPLOYEE NO: N/A

EMPLOYEE TITLE: Director

TOTAL REIMBURSEMENT AMOUNT: \$ 56.14 /16

G/L ACCT CODE	AMOUNT
52900-1660	\$ 24.49
52900-1660	\$ 5.35
52900-1660	\$ 5.35
52900-1660	\$ 20.95

BRIEFLY DESCRIBE REASON FOR REIMBURSEMENT:

Trip Fare reimbursement while attending April 28th Texas Department of Transportation Commission Meeting

CHECK BOX IF AMOUNT REQUESTED IS SUPPORTED WITH ORIGINAL RECEIPTS. IF AN ORIGINAL RECEIPT IS NOT PROVIDED, PLEASE PROVIDE EXPLANATION BELOW:

Flor E. Koll for Director Josue Reyes  
EMPLOYEE SIGNATURE

6/3/2016  
DATE

APPROVED: YES  or NO

PILAR RODRIGUEZ, PE  
HCRMA EXECUTIVE DIRECTOR

6/6/2016  
DATE



**HCRMA  
TRAVEL EXPENSE - FINAL CLAIM**

For auditing purposes, receipts for all expenses must be submitted and attached to final claim form.

Employee: S. David Deanda, Jr.

Empl. #: Chairman

Reason for Expense:		
1. Seminar _____	5. Meeting <u>  x  </u>	Dates: <u>5/25/16-5/26/16</u>
2. Conference-Consultation _____	6. Special Hearing _____	City: <u>Austin</u>
3. Convention _____	7. Other - _____	Hotel: <u>JW Marriott</u>
4. Short School _____		Phone: <u>(512) 474-4777</u>
Briefly describe purpose: <u>Texas Transportation Commission Meeting</u>		

**I. TRANSPORTATION:**

(A) *HCRMA Vehicle Unit No. _____	Cash: _____		Check if paid with Peard
* Personal Vehicle: <u><a href="https://www.mapquest.com">https://www.mapquest.com</a></u>	Miles @ <u>0.540</u> /mile	\$ -	
(B) *Airline Ticket _____		\$ 263.98	<input checked="" type="checkbox"/>
(C) *Bus Fare _____			<input type="checkbox"/>
(D) *Taxi Fare _____			<input type="checkbox"/>
(E) *Car Rental _____			<input type="checkbox"/>
(F) *Other _____			<input type="checkbox"/>

**TOTAL TRANSPORTATION**

**\$263.98**

**II. LODGING, MEALS, TIPS, AND TAXES:**

(A) * Hotel Accommodations - Single/Double for _____	<u>1</u> Night(s) @ \$ <u>313.00</u>	\$ 313.00	<input checked="" type="checkbox"/>
(B) * Meals: _____ meals @ _____ per meal	<u><a href="http://www.gsa.gov/portal/content/104877">http://www.gsa.gov/portal/content/104877</a></u>	\$ -	<input type="checkbox"/>
(C) *Other _____ % taxes - hotel occupancy _____		\$ 48.84	<input checked="" type="checkbox"/>
(D) *Other _____			<input type="checkbox"/>

**TOTAL LODGING, MEALS, AND OTHER**

**\$361.84**

**III. INCIDENTAL EXPENSES:**

(A) *Registration Fees _____			<input type="checkbox"/>
(B) *Other _____			<input type="checkbox"/>

**TOTAL INCIDENTAL EXPENSES**

**\$0.00**

**IV. BUDGETED ITEMS:**

Total Cost of Final Travel \$625.82  
 Less: Paid by HCRMA \$0.00

Submitted By: Flor E. Koll for S. David Deanda, Jr.

Date: 06/03/16

Amount Due Employee \$625.82

Approvals:   
 Executive Director \_\_\_\_\_  
 Date 6/6/2016

Charge Account Number: 52900-1660 for \$625.82  
 Charge Account Number: \_\_\_\_\_ for \_\_\_\_\_

	Date	Time
Departure:	<u>05/26/16</u>	<u>9:00 AM</u>
Arrival:	<u>05/27/16</u>	<u>6:30 PM</u>

**HCRMA  
TRAVEL EXPENSE - FINAL CLAIM**

For auditing purposes, receipts for all expenses must be submitted and attached to final claim form.

Employee: Pilar Rodriguez Empl. #: 3400

Reason for Expense:		
1. Seminar	<u>X</u>	5. Meeting
2. Conference-Consultation	_____	6. Special Hearing
3. Convention	_____	7. Other -
4. Short School	_____	
Dates: <u>5/11-13/2016</u>		City: <u>Austin, TX</u>
Hotel: <u>Omni Hotel &amp; Resort</u>		Phone: <u>(512) 476-3700</u>
Briefly describe purpose: <u>Post Issuance Compliance Seminar - FSW Asset Management</u>		

**I. TRANSPORTATION:**

(A) *HCRMA Vehicle Unit No.	Cash:			Check if paid with Pcard
* Personal Vehicle: <u><a href="https://www.mapquest.com">https://www.mapquest.com</a></u>	<u>693.63</u> Miles @ <u>0.540</u> /mile	\$	<u>374.56</u>	
(B) *Airline Ticket	_____			
(C) *Bus Fare	_____			
(D) *Taxi Fare	_____			
(E) *Car Rental	_____			
(F) *Other <u>Hotel Parking</u>		\$	<u>75.78</u>	<b>X</b>

**TOTAL TRANSPORTATION** **\$450.34**

**II. LODGING, MEALS, TIPS, AND TAXES:**

(A) * Hotel Accommodations - Single/Double for	<u>2</u> Night(s) @ \$ <u>239.00</u>	\$	<u>478.00</u>	<b>X</b>
(B) * Meals: <u>7</u> meals @ <u>\$19.67</u> per meal	<u><a href="http://www.gsa.gov/portal/content/104877">http://www.gsa.gov/portal/content/104877</a></u>	\$	<u>137.67</u>	
(C) *% taxes - hotel occupancy	_____	\$	<u>71.70</u>	<b>X</b>
(D) *Other:	_____			<b>X</b>

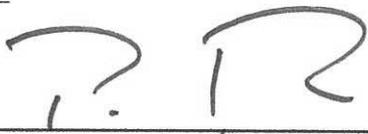
**TOTAL LODGING, MEALS, AND OTHER** **\$687.37**

**III. INCIDENTAL EXPENSES:**

(A) *Registration Fees	\$	<u>350.00</u>	<b>X</b>
(B) *Other	_____		

**TOTAL INCIDENTAL EXPENSES** **\$350.00**

**IV. BUDGETED ITEMS:**

Submitted By:   
Date: 5/17/2016

Total Cost of Final Travel \$1,487.71  
Less: Paid by HCRMA \$975.48  
Amount Due Employee \$512.23

Approvals:   
Chief Auditor/Compliance Officer  
Date 5-10-16

Charge Account Number: 52900-1660 for \$512.23  
Charge Account Number: \_\_\_\_\_ for \_\_\_\_\_

Date Time  
Departure: 05/11/16 4:00 PM  
Arrival: 05/13/16 7:30 PM

**HCRMA  
TRAVEL EXPENSE - FINAL CLAIM**

For auditing purposes, receipts for all expenses must be submitted and attached to final claim form.

Employee: Pilar Rodriguez Empl. #: 3400

Reason for Expense:			Dates:	<u>5/25-26/2016</u>
1. Seminar	<u>X</u>	5. Meeting	City:	<u>Austin, TX</u>
2. Conference-Consultation	_____	6. Special Hearing	Hotel:	<u>Hyatt Place</u>
3. Convention	_____	7. Other -	Phone:	<u>(512) 476-4404</u>
4. Short School	_____			
Briefly describe purpose:		<u>TxDOT Meeting</u>		

**I. TRANSPORTATION:**

(A) *HCRMA Vehicle Unit No.	Cash:			Check if paid with Pcard
* Personal Vehicle: <u><a href="https://www.mapquest.com">https://www.mapquest.com</a></u>	<u>616.34</u> Miles @ <u>0.540</u> /mile	\$	<u>332.82</u>	
(B) *Airline Ticket	_____			
(C) *Bus Fare	_____			
(D) *Taxi Fare	_____			
(E) *Car Rental	_____			
(F) *Other <u>Hotel Parking</u>	_____	\$	<u>35.72</u>	<b>X</b>

**TOTAL TRANSPORTATION** **\$368.54**

**II. LODGING, MEALS, TIPS, AND TAXES:**

(A) * Hotel Accommodations - Single/Double for	<u>1</u> Night(s) @ \$ <u>189.00</u>	\$	<u>189.00</u>	<b>X</b>
(B) * Meals: <u>3</u> meals @ <u>\$19.67</u> per meal	<u><a href="http://www.gsa.gov/portal/content/104877">http://www.gsa.gov/portal/content/104877</a></u>	\$	<u>59.00</u>	
(C) *% taxes - hotel occupancy	_____	\$	<u>29.49</u>	<b>X</b>
(D) *Other:	_____			

**TOTAL LODGING, MEALS, AND OTHER** **\$277.49**

**III. INCIDENTAL EXPENSES:**

(A) *Registration Fees	_____			
(B) *Other	_____			

**TOTAL INCIDENTAL EXPENSES** **\$0.00**

**IV. BUDGETED ITEMS:**

Submitted By:   
Date: 5/27/2016

Total Cost of Final Travel \$646.03  
Less: Paid by HCRMA \$254.21  
Amount Due Employee \$391.82

Approvals: \_\_\_\_\_  
Chief Auditor/Compliance Officer  
Date 5-27-16

Charge Account Number: 52900-1660 for \$391.82  
Charge Account Number: \_\_\_\_\_ for \_\_\_\_\_

Departure: 

Date	Time
<u>05/25/16</u>	<u>3:00 PM</u>

  
Arrival: 

Date	Time
<u>05/26/16</u>	<u>4:00 PM</u>



REQUEST FOR RECOMMENDATION ON PAYMENT

To: Pilar Rodriguez

Month and Year	May 2016	
Contractor	Bracewell	
Project/WA	Administrative	
Invoice #	21651647	06/09/2016
Amount	\$ 4,089.44	
Date Received	06/09/2016	

Recommendation: PR Approval \_\_\_\_\_ Disapproval

Comments:

PR

Pilar Rodriguez, Executive Director

6/13/2016

Date

Bracewell LLP  
ATTORNEYS AT LAW

P. O. Box 848566  
Dallas, TX 75284-8566  
713 223-2300  
TAX ID 74-1024827

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**Remittance Page**

June 9, 2016  
035858  
INVOICE NO: 21651647  
04996

Client: Hidalgo County Regional Mobility Authority HCRMA  
Matter: General Counsel - Administrative  
Matter No: 035858.000003

Please Remit Total Balance Due

\$ 4,089.44

**Please Return this Remittance Page with Your Payment**

Pay ↑

WIRE TRANSFER INFORMATION

Wire to: Bank of America, 901 Main Street, Dallas, Texas  
Name on Account: Bracewell LLP  
Bank Account No: 001390004197  
ABA Number (For **Wire Transfers Only**): 026009593; (For **ACH'S Only**): 111000025  
*For International Wires Also Include:*  
Swift Code (**U.S. Funds**): **BOFAUS3N**; Swift Code (**Foreign Funds**): **BOFAUS6S**  
Please include the invoice number as a reference when sending the wire.



# INVOICE

City of Pharr, Texas  
Attn: Lizette Gomez, Treasury Coordinator

DATE: JUNE 1, 2016

P.O. Box 1729  
Pharr, Texas 78577  
Phone 956-402-4150 ext. 1908  
Fax 956-702-5318

TO HCRMA  
Attn: Pilar Rodriguez, Executive Director  
118 S. Cage Blvd., 4<sup>th</sup> Floor  
Pharr, TX 78577  
(956)607-8330

CONTACT PERSON	PAST DUE	CURRENT	AMOUNT TO PAY	DUE DATE	INVOICE NUMBER
Lizette Gomez		\$ 1,969.60	\$ 1,969.60	6/15/16	HC060116

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
		Rent-JUNE	\$ 1,969.60		\$1,969.60
TOTAL DISCOUNT				0.00	0.00
				SUBTOTAL	\$ 1,969.60
				SALES TAX	0.00
				TOTAL	\$ 1,969.60

***Make all checks payable to: City of Pharr***

**THANK YOU!**

# DAHILL INVOICE

Schedule Number: 472

Invoice Date: 5/18/2016

Due Date: 7/15/2016

Invoice Number: 31577681 - 32

Bill To:	Remit To:	Total Amount Due:
Hidalgo County Regional Mobility Authority Accounts Payable 118 S. Cage Blvd. Pharr, TX 78577	Dahill Attn: Copier Program Division PO Box 69 Manhattan, KS 66505-0069 Phone: 1-877-291-7786 Supplies Phone: 1-800-413-3526 ext 10606	<b>\$905.35</b>
	Tax ID# 58-2481442	

Equipment Installed At	Lease Term	PO Number
118 S. Cage Blvd, Pharr, TX 78577	48 (In Months)	N/A

Lease Description:	Payment Number:	of	48	Payment Descriptio
Payment Covers Period of:	Lease Amount			Total Payment
5/22/2016 — 6/21/2016	\$905.35			Due: \$905.35

Copier Information:		InstallDate:	10/22/2013
Serial Number	Model Number	Copier Location	
XPN547768	Xerox XC570		

**Total Payment Due: \$905.35**

Remit Payments to:
Dahill Attn: Copier Program Division PO Box 69 Manhattan, KS 66505-0069

**THANK YOU FOR YOUR PROMPT PAYMENT**



HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
2016 PAYMENT SUMMARY

PlainsCapital Bank - Master Card  
Authorized cardholder - Celia Gaona  
Account ##### ### 3602

Closing Date	2/3/2016	3/3/2016	4/3/2016	5/3/2016	6/3/2016	Total Paid to Date
Monthly Billing	\$270.54	\$936.08	\$1,464.15	\$1,063.55	\$1,391.07	\$5,125.39
	\$270.54	\$936.08	\$1,464.15	\$1,063.55	\$1,391.07	

Amount Approved for Payment

  
Approved for Payment  
Pilar Rodriguez  
Executive Director

6/6/2016  
Date



MONTH: May 2016

CARD HOLDER: Celia Gaona

PURCHASE CARD MONTHLY ACTIVITY SUMMARY

DATE	VENDOR	DESCRIPTION	G/L ACCOUNT	ACCOUNT DESCRIPTION	SUB-TOTAL	SALES TAX	TOTAL
5/11/2016	Southwest Airline	Flight C. Gaona to Austin, TX	52900-1660	Travel	\$168.98		\$168.98
5/11/2016	Austin Cab	Taxi to hotel C. Gaona	52900-1660	Travel	\$33.30		\$33.30
5/11/2016	Omni Hotel	Hotel P.Rodriguez in Austin, TX	52900-1660	Travel	\$274.85		\$274.85
5/11/2016	Omni Hotel	Parking at Hotel	52900-1660	Travel	\$70.00	\$5.78 *	\$75.78
5/11/2016	Omni Hotel	Hotel J. Castillo in Austin, TX	52900-1660	Travel	\$274.85		\$274.85
5/11/2016	Omni Hotel	Hotel C. Gaona in Austin, TX	52900-1660	Travel	\$274.85		\$274.85
5/13/2016	Vally Int'l Airport	Parking C. Gaona	52900-1660	Travel	\$24.00		\$24.00
5/24/2016	Amazon.com	Office Supplies	52900-1100	Office Supplies	\$32.24		\$32.24
5/25/2016	Michaels Arts & Craft	Framing of Proclamation	52900-1100	Office Supplies	\$178.16		\$178.16
5/30/2016	Amazon.com	Office Supplies	52900-1100	Office Supplies	\$54.06		\$54.06

\$1,385.29    \$5.78

**Total Purchases**    \$1,391.07

**Late Fees & Interest**    \$0.00

**TOTAL AMOUNT DUE:**    \$1,391.07

\* Sales tax on parking not exempt since considered for personal use by Texas State Comptroller.

APPROVALS:

  
 \_\_\_\_\_  
 CARD HOLDER'S SIGNATURE

6-06-16  
 \_\_\_\_\_  
 DATE

\_\_\_\_\_  
 SUPERVISOR'S SIGNATURE

\_\_\_\_\_  
 DATE

  
 \_\_\_\_\_  
 EXECUTIVE DIRECTOR'S SIGNATURE

6/6/2016  
 \_\_\_\_\_  
 DATE



Billing Questions:  
800-367-7576

Website:  
www.cardaccount.net

Send Billing Inquiries To:  
Card Service Center, PO Box 569120, Dallas, TX 75356

PLAINSCAPITAL BANK Credit Card Account Statement  
May 4, 2016 to June 3, 2016

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$1,063.55
- Payments	\$1,063.55
- Other Credits	\$0.00
+ Purchases	\$1,391.07
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$1,391.07

Account Number XXXX XXXX XXXX 3602  
Credit Limit \$3,000.00  
Available Credit \$1,411.00  
Statement Closing Date June 3, 2016  
Days in Billing Cycle 31

PAYMENT INFORMATION

New Balance: \$1,391.07  
Minimum Payment Due: \$41.74  
Payment Due Date: **June 28, 2016**

*Pay* (with arrow pointing to New Balance)  
*6/6/2016*

TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
05/24	05/24	F112700H100CHGDDA	AUTOMATIC PAYMENT - THANK YOU	\$1,063.55-
05/04	05/06	5543286GE00WX7A9Z	SOUTHWES 5262407253428 800-435-9792 TX GAONA/CELIA	\$168.98
		05/11/16 1	HARLINGEN AUSTIN	
05/11	05/12	5543286GL007WLLBZ	SQ *AKRAM BOUFADEN AUSTIN TX	\$33.30
05/11	05/12	5543286GM00JM8DME	OMNI AUSTIN DOWNTOWN AUSTIN TX	\$274.85
		CHECK-IN 05/11/16	FOLIO #288830	
05/11	05/12	5543286GM00JM8DMN	OMNI AUSTIN DOWNTOWN AUSTIN TX	\$75.78
		CHECK-IN 05/11/16	FOLIO #288830	
05/11	05/12	5543286GM00JM8DM6	OMNI AUSTIN DOWNTOWN AUSTIN TX	\$274.85

Transactions continued on next page

PLAINSCAPITAL BANK  
1550 N BROWN RD 150  
LAWRENCEVILLE GA 30043

CARD SERVICE CENTER

Account Number: XXXX XXXX XXXX 3602  
New Balance: \$1,391.07  
Minimum Payment Due: \$41.74  
Payment Due Date: **June 28, 2016**

All payments on the account must be made at the address shown on your monthly billing statement and are considered to have been made on the date received at that address.

Amount Enclosed: \$

Make Check Payable to:

CARD SERVICE CENTER  
PO BOX 569100  
DALLAS TX 75356-9100

CELIA GAONA  
H C R M A  
PO BOX 1766  
PHARR TX 78577-1633

11274475700036020000417400001391072

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
2016 PAYMENT SUMMARY

PlainsCapital Bank - Master Card  
Authorized cardholder - Flor E. Koll  
Account ##### ##### 3560

Closing Date	2/3/2016	3/3/2016	4/3/2016	5/3/2016	6/3/2016	Total Paid to Date
Monthly Billing	\$2,754.67	\$1,632.95	\$1,965.14	\$4,198.06	\$1,233.90	\$11,784.72
	\$2,754.67	\$1,632.95	\$1,965.14	\$4,198.06	\$1,233.90	

Amount Approved for Payment



Approved for Payment  
Pilar Rodriguez  
Executive Director

6/8/2016  
Date





Billing Questions:  
800-367-7576

Website:  
www.cardaccount.net

Send Billing Inquiries To:  
Card Service Center, PO Box 569120, Dallas, TX 75356

PLAINSCAPITAL BANK Credit Card Account Statement  
May 4, 2016 to June 3, 2016

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$4,198.06
- Payments	\$4,198.06
- Other Credits	\$179.98
+ Purchases	\$1,413.88
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$1,233.90
Account Number	XXXX XXXX XXXX 3560
Credit Limit	\$7,500.00
Available Credit	\$6,266.00
Statement Closing Date	June 3, 2016
Days in Billing Cycle	31

PAYMENT INFORMATION

New Balance: \$1,233.90  
 Minimum Payment Due: \$37.02  
 Payment Due Date: June 28, 2016

*Pay* ↑  
 6/8/2016

TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
05/24	05/24	F112700H100CHGDDA	AUTOMATIC PAYMENT - THANK YOU	\$4,198.06-
05/27	05/29	5543286H400V6EKFB	SOUTHWES 5260129935840 800-435- CREDIT FLOR KOLL	\$179.98-
		05/27/16 1	DALLAS DALLAS	
05/10	05/11	0541019GKQ5FF8QG9	USPS 48702500834822486 PHARR TX	\$46.68
05/19	05/20	5550036GW2DDVZ1N2	WALMART.COM 08009666546 AR	\$47.49
05/19	05/20	2553606GX2Y2P1252	TX BD ENG LIC RENE AUSTIN TX	\$40.00
05/19	05/22	5543286GX005072MP	SOUTHWES 5260690234762 800-435-9792 TX REYES/JOSUE	\$15.00
		05/19/16 1	DALLAS DALLAS	

Transactions continued on next page

PLAINSCAPITAL BANK  
1550 N BROWN RD 150  
LAWRENCEVILLE GA 30043



Account Number: XXXX XXXX XXXX 3560  
 New Balance: \$1,233.90  
 Minimum Payment Due: \$37.02  
 Payment Due Date: June 28, 2016

All payments on the account must be made at the address shown on your monthly billing statement and are considered to have been made on the date received at that address.

Amount Enclosed: \$



Make Check Payable to:

CARD SERVICE CENTER  
PO BOX 569100  
DALLAS TX 75356-9100

FLOR E KOLL  
H C R M A  
PO BOX 1766  
PHARR TX 78577-1633

11274475700035600000370200001233900

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
PAYMENT SUMMARY

S&B Infrastructure - SH 365 Segment 2 - McColl Road to US 281/Military Highway  
\$5,115,636.51 Maximum payable fee\*

	Invoice Date												WA Total Billed	WA Balance
	8/29/2012	10/3/2012	12/6/2012	1/29/2013	3/19/2013	5/15/2013	6/27/2013	8/16/2013	11/26/2013	1/21/2014				
Approved WA Amount	\$167,442.06	\$74,917.69	\$108,098.03	\$88,228.68	\$47,434.99	\$173,602.23	\$35,770.27	\$5,505.39	\$119,098.66	\$46,903.65	\$867,001.65	\$0.00	\$20,285.86	\$3,611,450.16
WA#1														
WA#2	\$4,498,737.67	\$74,917.69	\$108,098.03	\$88,228.68	\$47,434.99	\$173,602.23	\$35,770.27	\$5,505.39	\$119,098.66	\$46,903.65	\$867,001.65	\$0.00	\$20,285.86	\$3,611,450.16

	Invoice Date												WA Total Billed	WA Balance
	3/3/2014	4/3/2013	5/5/2014	6/5/2014	7/4/2014	8/8/2014	9/3/2014	10/3/2014	11/4/2014	12/2/2014				
Approved WA Amount	\$110,055.34	\$290,903.16	\$364,745.42	\$274,020.77	\$255,161.21	\$423,940.27	\$521,083.82	\$312,909.04	\$180,448.87	\$74,634.76	\$2,807,902.66	\$867,001.65	\$20,285.86	\$803,547.50
WA#1														
WA#2	\$4,498,737.67	\$290,903.16	\$364,745.42	\$274,020.77	\$255,161.21	\$423,940.27	\$521,083.82	\$312,909.04	\$180,448.87	\$74,634.76	\$2,807,902.66	\$867,001.65	\$20,285.86	\$803,547.50

	Invoice Date												WA Total Billed	WA Balance
	1/7/2015	3/4/2015	4/1/2015	6/4/2015	6/17/2015	9/2/2015	10/2/2015	12/2/2015	1/5/2016	2/9/2016				
Approved WA Amount	\$121,158.89	\$7,757.85	\$12,540.26	\$314.00	\$15,998.38	\$282,101.72	\$256,141.50	\$15,342.61	\$4,513.58	\$159,268.83	\$4,550,041.93	\$159,268.83	\$255,747.20	\$463,956.37
WA#1														
WA#2	\$887,287.51	\$7,757.85	\$12,540.26	\$314.00	\$15,998.38	\$282,101.72	\$256,141.50	\$15,342.61	\$4,513.58	\$159,268.83	\$4,550,041.93	\$159,268.83	\$255,747.20	\$463,956.37
SP#1 to WA#2	\$100,244.60													
SP#2 to WA#2	\$415,016.03													
	\$5,013,998.30	\$121,158.89	\$12,540.26	\$314.00	\$15,998.38	\$282,101.72	\$256,141.50	\$15,342.61	\$4,513.58	\$159,268.83	\$4,550,041.93	\$159,268.83	\$255,747.20	\$463,956.37

\* Resolution 2012-37 - Amended and restated professional service agreement with S&B to revise project limits, DBE requirement and increased maximum payable amount from \$4,363,952.78 to \$4,714,339.28  
WA#2 was approved December 18, 2013 for final PS&E for SH 365 in the amount of \$3,611,450.28

Work Authorization Number 1 - Supplemental Number 1 was approved July 28, 2015 to revise the termination date of the work authorization to December 31, 2015.

Work Authorization Number 2 - Supplemental Number 2 was approved June 23, 2015 in the amount of \$100,244.60 for irrigation details and to revise the termination date of the work authorization to December 31, 2015.

Work Authorization Number 2 - Supplemental Number 2 was approved July 28, 2015 in the amount of \$415,016.03 for the "I" Road Steel Bridge Design.

Work Authorization Number 2 - Supplemental Number 4 was approved February 23, 2016 in the amount of \$101,638.21 for final concrete pavement design for SH 365.

  
Approved for Payment 6/13/2016  
Date

Prepared by:  
P. Rodriguez, PE  
Tx PE #85,567  
6/13/2016

VRF 2013 Bond Construction Account

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
 PAYMENT SUMMARY

	Approved WA Amount	3/3/2016	4/11/2016	6/6/2016	Invoice Date	WA Total Billed	WA Balance
WA#1	\$887,287.51					\$883,000.03	\$4,287.48
WA#2	\$3,611,450.16	\$935.48	\$44,459.65			\$3,553,168.20	\$58,281.96
WA#2 - Supp#1	\$100,244.60					\$0.00	\$100,244.60
WA#2 - Supp#2	\$415,016.03		\$222,621.20			\$381,890.03	\$33,126.00
WA#2 - Supp#4	\$101,638.21	\$935.48	\$222,621.20	\$44,459.65		\$0.00	\$101,638.21
	\$5,115,636.51	\$935.48	\$222,621.20	\$44,459.65		\$4,818,058.26	\$297,578.25
				<b>Amount Approved for Payment</b>			\$5,115,636.51

Prepared by:  
 P. Rodriguez, PE  
 Tx PE #85-567  
 6/13/2016



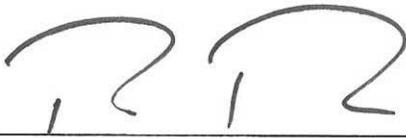
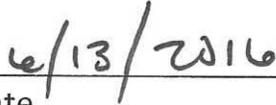
# HCRMA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## REQUEST FOR RECOMMENDATION ON PAYMENT

To: Dannenbaum Engineering  
 Attn: Louis Jones, HCRMA Project Manager  
 1109 Nolana Loop, Suite 208  
 McAllen, Texas 78504

Month and Year	04/01/16 - 5/31/16	
Contractor	S&B	
Project/WA	WA #2 Seg 1 SH 365	
Invoice #	22	Date: 6/6/16
Amount	\$ 44,459.65	
Date Sent	6/6/16	

Date Received		
Received by		
Recommendation:	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Disapproval
Comments:		
		
Louis Jones, HCRMA Program Manager		6/8/16
Date		
Recommendation:	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Disapproval
Comments:		
		
Pilar Rodriguez, Executive Director		6/13/2016
Date		

Please return this form via email to [fkoll@hcrma.net](mailto:fkoll@hcrma.net)



**INVOICE PERIOD:** 04/01/16 through 05/31/16

**INVOICE AMOUNT:** \$ 44,459.65

June 6, 2016

Mr. Pilar Rodriguez, P.E. – Executive Director HCRMA  
**ATTN: Mr. Louis H. Jones, P.E. – Program Manager HCRMA**  
Hidalgo County Regional Mobility Authority  
118 S. Cage Blvd., 4<sup>th</sup> Floor  
Pharr, Texas 78577

**RE: Work Authorization #2 on SH 365 Segment 1  
Invoice No. 22**

Dear Mr. Jones:

Attached for your review approval is our invoice for services rendered during the months of April 2016 and May on the subject referenced project. The below referenced work product deliverables have been uploaded via GroupWise to the following directory the following is attached: 2016-06-03- May Inv Backup

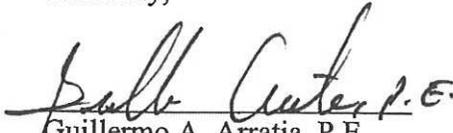
- Invoice No. 22
- Plan Set Back up link:2016-06-03 May Inv Backup

The following is a narrative of the progress for this period.

TASK
<b>UPDATED 95% COMBINED PLAN SET</b>
<i>UPDATED: 95% Combined Plans.</i> ✓
<b>UPDATED BORING AND CPT LOGS-RETAINING WALLS AND SIGNS</b>
<i>UPDATED: Boring and CPT logs along with field and laboratory geotechnical engineering test results performed to date.</i> ✓
<b>UPDATED BORING AND CPT LOGS-BRIDGES AND LEVEES</b>
<i>UPDATED: Boring and CPT logs along with field and laboratory geotechnical engineering test results performed to date.</i>

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 926-5041.

Sincerely,



Guillermo A. Arratia, P.E.

Project Manager – S & B INFRASTRUCTURE, LTD.

cc: Gustavo Lopez, P.E.

Hyperlinks: 2016-06-03- May Inv Backup



Project: SH 365 PS&E Development  
 Date: 3/27/16  
 County: Hidalgo County

# MAY 2016 INVOICE



Bill Through: 5/31/2016  
 Client: HCRMA  
 Contract: HCRMA  
 WA No.: 2

Func Code	TASK DESCRIPTION	FIRM	CONTRACTED FEE (\$)	PREVIOUSLY INVOICED		INVOICED TO DATE		BALANCE	AMOUNT DUE THIS INVOICE
				(\$ AMOUNT)	(% COMPLETED)	(\$ AMOUNT)	(% COMPLETED)		
145	PROJECT MANAGEMENT (FC-160 TO FC-190) (PS&E SERVICES) (12 MONTHS) PREPARE/REVIEW EXISTING PLANS & DATA (CONDUCTED IN YEAR1) RESEARCH /REVIEW EXISTING PLANS & DATA (CONDUCTED IN YEAR1) REPAIR PROJECT SCHEDULE (UPDATE MONTHLY 12 EA) MONITOR SUB-PROVIDERS SCHEDULES ON A MONTHLY BASIS PREPARE & ASSEMBLE PRELIMINARY COST ESTIMATES (1 @ 60% AND 1 @ 100%) CONDUCT SITE VISIT OF PROJECT AREA (4 SITE VISITS 2 Roadway 2 Hydraulics) PREPARE 30% SUBMITTAL OC/OA - OVERALL 30% SUBMITTAL (1255 sheets without standards (0.25 Hrs/sheet 1 SUBMITTAL) PREPARE 60% SUBMITTAL OC/OA - OVERALL 60% SUBMITTAL (1255 sheets without standards (0.25 Hrs/sheet 1 SUBMITTAL) PREPARE 90% SUBMITTAL OC/OA - OVERALL 90% SUBMITTAL (1255 sheets without standards (0.25 Hrs/sheet 1 SUBMITTAL) PREPARE 100% SUBMITTAL OC/OA - OVERALL 100% SUBMITTAL (1255 sheets without standards (0.25 Hrs/sheet 1 SUBMITTAL) ORGANIZE AND DOWNLOAD ELECTRONIC FILE DELIVERABLES COMPLETION OF CPM SCHEDULE (FORMS 1923 & 1002 NOT INCLUDED)	S&B	\$ 29,335.72	\$28,455.65	97.00%	\$28,749.01	98.00%	\$867.71	\$293.36
		S&B	\$ 12,477.84	\$12,477.84	100.00%	\$12,477.84	100.00%	\$0.00	\$0.00
		S&B	\$ 11,189.86	\$11,189.86	100.00%	\$11,189.86	100.00%	\$0.00	\$0.00
		S&B	\$ 22,539.28	\$22,539.28	97.00%	\$22,089.49	98.00%	\$450.79	\$225.39
		S&B	\$ 5,797.40	\$5,797.40	100.00%	\$5,797.40	100.00%	\$0.00	\$0.00
		S&B	\$ 3,473.80	\$3,473.80	100.00%	\$3,473.80	100.00%	\$0.00	\$0.00
		S&B	\$ 18,923.08	\$18,923.08	100.00%	\$18,923.08	100.00%	\$0.00	\$0.00
		S&B	\$ 50.00	\$0.00	100.00%	\$0.00	100.00%	\$0.00	\$0.00
		S&B	\$ 8,077.50	\$8,077.50	100.00%	\$8,077.50	100.00%	\$0.00	\$0.00
		S&B	\$ 7,865.23	\$7,865.23	97.00%	\$7,742.24	98.00%	\$118.99	\$79.00
		S&B	\$ 11,800.24	\$0.00	100.00%	\$0.00	100.00%	\$11,800.24	\$0.00
		S&B	\$ 13,825.60	\$13,825.60	100.00%	\$13,825.60	100.00%	\$0.00	\$0.00
		S&B	\$ 6,433.68	\$6,433.68	100.00%	\$6,433.68	100.00%	\$0.00	\$0.00
		S&B	\$ 16,204.27	\$16,204.27	100.00%	\$16,204.27	100.00%	\$0.00	\$0.00
		S&B	\$ 6,433.68	\$6,433.68	100.00%	\$6,433.68	100.00%	\$0.00	\$0.00
		S&B	\$ 63,954.39	\$63,954.39	100.00%	\$63,954.39	100.00%	\$0.00	\$0.00
		S&B	\$ 6,433.68	\$6,433.68	97.00%	\$6,305.01	98.00%	\$128.67	\$64.34
		S&B	\$ 6,433.68	\$6,433.68	97.00%	\$6,240.67	98.00%	\$193.01	\$96.51
		S&B	\$ 21,955.27	\$21,955.27	97.00%	\$21,296.61	98.00%	\$658.66	\$319.11
		S&B	\$ 4,371.46	\$4,371.46	97.00%	\$4,240.32	98.00%	\$131.14	\$65.55
		S&B	\$ 15,881.86	\$15,881.86	100.00%	\$15,881.86	100.00%	\$0.00	\$0.00
	TASK 1 - SUBTOTAL (FUNCTION 145 - PROJECT MANAGEMENT)		\$ 350,817.48	\$334,238.38	95.27%	\$335,801.41	95.72%	\$15,016.07	\$1,562.43
150	FIELD SURVEY COORDINATION AND DEVELOPMENT OF SURVEY VERIFY FIELD DATA UTILITY COORDINATION ADJUSTMENTS	S&B	\$ 14,000.14	\$13,590.14	97%	\$13,720.14	98%	\$280.00	\$140.00
		S&B	\$ 16,483.54	\$15,989.03	97%	\$16,153.87	98%	\$335.17	\$166.84
		S&B	\$ 49,726.44	\$48,234.65	97%	\$48,731.91	98%	\$394.53	\$397.26
			\$ 80,210.12	\$77,803.82	97%	\$78,605.92	98%	\$1,604.20	\$802.10
163	MISCELLANEOUS ROADWAY TITLE SHEET 4 - INDEX OF SHEETS 6 - PROJECT LAYOUT 0 - TYPICAL SECTIONS - CONFIGURATION (LANES/SHOULDERS/CUT/FILL/ETC) (PAVEMENT DESIGN) 9 - EXISTING TYPICAL SECTIONS 19 - PROP TYPICAL SECTIONS 30 - GENERAL NOTES & SPECIFICATION DATA 10 - ESTIMATE & QUANTITY SHEETS 2 - SUMMARY OF TRAFFIC CONTROL QUANTITIES 8 - SUMMARY OF ROADWAY QUANTITIES 2 - SUMMARY OF RETAINING WALL QUANTITIES 2 - SUMMARY OF CULVERT QUANTITIES 1 - SUMMARY OF STORM SEWER QUANTITIES 2 - SUMMARY OF BRIDGES 1 - SUMMARY OF ILLUMINATION QUANTITIES 2 - SUMMARY OF TRAFFIC SIGNAL QUANTITIES 6 - SUMMARY OF EARTHWORK QUANTITIES 1 - SUMMARY OF SMALL SIGNS 1 - SUMMARY OF PAVEMENT MARKINGS 1 - SUMMARY OF DELINEATION & OBJ MRKR QUANTITIES 1 - SUMMARY OF SWP (EROSION CONTROL) 1 - SUMMARY OF REMOVAL ITEMS	S&B	\$ 2,660.60	\$2,560.78	97%	\$2,607.39	98%	\$53.21	\$26.61
		S&B	\$ 6,427.96	\$6,235.12	97%	\$6,299.40	98%	\$128.56	\$64.28
		S&B	\$ 12,181.86	\$11,818.40	97%	\$11,938.22	98%	\$243.64	\$121.82
		S&B	\$ 10,819.60	\$10,495.01	97%	\$10,603.21	98%	\$216.39	\$108.20
		S&B	\$ 18,852.42	\$18,285.85	97%	\$18,475.37	98%	\$377.05	\$188.52
		S&B	\$ 14,406.66	\$13,974.65	97%	\$14,118.72	98%	\$288.14	\$144.07
		S&B	\$ 17,985.42	\$17,445.86	97%	\$17,625.71	98%	\$359.71	\$179.85
		S&B	\$ 2,134.32	\$2,070.87	97%	\$2,092.22	98%	\$42.70	\$21.35
		S&B	\$ 9,901.89	\$9,604.82	97%	\$9,703.84	98%	\$198.04	\$99.02
		S&B	\$ 2,718.72	\$2,637.16	97%	\$2,664.35	98%	\$54.37	\$27.19
		S&B	\$ 1,359.36	\$1,318.58	97%	\$1,332.17	98%	\$27.19	\$13.59
		S&B	\$ 2,718.72	\$2,637.16	97%	\$2,664.35	98%	\$54.37	\$27.19
		S&B	\$ 1,359.36	\$1,318.58	97%	\$1,332.17	98%	\$27.19	\$13.59
		S&B	\$ 1,359.36	\$1,318.58	97%	\$1,332.17	98%	\$27.19	\$13.59
		S&B	\$ 1,359.36	\$1,318.58	97%	\$1,332.17	98%	\$27.19	\$13.59
		S&B	\$ 1,359.36	\$1,318.58	97%	\$1,332.17	98%	\$27.19	\$13.59
		S&B	\$ 1,359.36	\$1,318.58	97%	\$1,332.17	98%	\$27.19	\$13.59
		S&B	\$ 1,359.36	\$1,318.58	97%	\$1,332.17	98%	\$27.19	\$13.59
		S&B	\$ 1,359.36	\$1,318.58	97%	\$1,332.17	98%	\$27.19	\$13.59





# MAY 2016 INVOICE



Bill Through: 5/31/2016  
 Client: HCRMA  
 Contract: WA No.: 2

Project: SH 365 PS&E Development  
 Limits: 3627-01-001  
 County: Hidalgo County

Func Code	TASK DESCRIPTION	FIRM	CONTRACTED FEE (\$)	PREVIOUSLY INVOICED		INVOICED TO DATE (\$ AMOUNT)	BALANCE	AMOUNT DUE THIS INVOICE
				(\$ AMOUNT)	(% COMPLETED)			
163	MISCELLANEOUS-RETAINING WALL IV. WALL DETAILS							
	24 - PREPARE RETAINING WALL PLAN AND PROFILE SHEETS/SLOPE STABILITY BY TERRACON	S&B	\$ 68,422.66	\$66,359.98	97%	\$67,054.21	\$1,365.45	\$684.23
	4 - PREPARE RETAINING WALL MISCELLANEOUS DETAILS	S&B	\$ 3,315.40	\$3,155.94	97%	\$3,209.09	\$106.31	\$53.15
	9 - BORING LOGS	S&B	\$ 1,286.92	\$1,258.01	97%	\$1,270.96	\$25.94	\$12.97
	0 - STANDARDS							
	RW (MSE)							
	RW (TRF)	S&B	\$ 188.80	\$188.80	100%	\$188.80	\$0.00	\$0.00
	RW (TEW)	S&B	\$ 188.80	\$188.80	100%	\$188.80	\$0.00	\$0.00
	EMRW-94	S&B	\$ 188.80	\$188.80	100%	\$188.80	\$0.00	\$0.00
	<b>TASK 4 - SUBTOTAL (FUNCTION 163-MISCELLANEOUS-RETAINING WALL)</b>		<b>\$ 75,790.18</b>	<b>\$73,539.13</b>	<b>97%</b>	<b>\$74,295.48</b>	<b>\$1,500.70</b>	<b>\$750.35</b>
	<b>V. ROADWAY/LEVEE DRAINAGE DETAILS</b>							
161	ROADWAY DRAINAGE							
	BRIDGE PRE AND POST CALCULATIONS AND SHEETS SOUTH FLOODWATER CHANNEL							
	0 - Bridge Spour Calculations	S&B	\$ 5,968.80	\$5,968.80	100%	\$5,968.80	\$0.00	\$0.00
	0 - Bridge Scour Calculations	S&B	\$ 1,690.44	\$1,690.44	100%	\$1,690.44	\$0.00	\$0.00
	0 - Bridge Scour Calculations and Sheets (1 Bridge at South Floodwater Channel)	S&B	\$ 1,690.44	\$1,690.44	100%	\$1,690.44	\$0.00	\$0.00
	0 - Culvert Pre- and Post Calculations and Sheets (7 Crossings at 2 Per Sheet)	S&B	\$ 4,380.20	\$4,380.20	97%	\$4,497.42	\$91.78	\$45.89
	7 - Culvert Stream Crossings Layouts (7 Culverts A-H, Tribs to South Floodwater Channel)	S&B	\$ 34,956.46	\$34,956.46	100%	\$34,956.46	\$0.00	\$0.00
	0 - Spour Calculations (7 Culvert Stream Crossings)	S&B	\$ 0.00	\$0.00	0%	\$0.00	\$0.00	\$0.00
	0 - Spour Calculations (7 Culvert Stream Crossings at 2 Per Sheet)	S&B	\$ 0.00	\$0.00	0%	\$0.00	\$0.00	\$0.00
	0 - Culvert, Headwall, and Winnowal Details (4 Culvert and 4 Winnowal details)	S&B	\$ 604.16	\$556.04	97%	\$592.08	\$12.08	\$6.04
	4 - Outfall Transition Layout and Details (7 Stream Crossings at 2 Per Sheet) No dischargers required, velocity <= low							
	29 - Roadway System Drainage Area Maps (32 Systems)(Ditches, Ramp Culverts and Driveway Culverts)	S&B	\$ 11,168.08	\$10,833.04	97%	\$10,944.72	\$223.36	\$111.68
	16 - Roadway System Drainage Area Calculation Sheets (32 Systems at 2 Systems Per Sheet)	S&B	\$ 47,355.65	\$46,934.98	97%	\$46,408.54	\$947.11	\$473.56
	Storm Sewer/Culvert Cross Streets (5 Intersections) Calculation Sheets	S&B	\$ 8,817.14	\$8,552.63	97%	\$8,640.80	\$176.34	\$88.17
	10 - Storm Sewer/Culvert Plan and Profiles at Intersecting Cross Streets (5 Streets, McCall, Jackson, Cagg, Dickler, I.R.D.) (1 Plan and Profile Sheet Per Sheet)	S&B	\$ 6,606.00	\$5,437.82	97%	\$5,493.88	\$112.12	\$56.06
	Driveway and Ramp Storm Sewer/Culvert Calculation Sheets							
	14 - Ramp and Driveway Storm Sewer/Culvert Layouts and Profiles (Las Milpas, Thomas, Anaya, Highland, Military etc.) (8 Streets/20 ramps) (4 Per Plan and 4 Per Profile Sheet) Individual sheets not needed to be shown in drainage ditch profiles	S&B	\$ 23,149.60	\$22,455.11	97%	\$22,666.61	\$462.99	\$231.50
	Storm Sewer System and Culvert Detail Sheets (Culverts, Inlets, Manholes, Headwalls, SETP-PD, SETP-CD)	S&B	\$ 6,242.28	\$5,940.55	97%	\$6,001.79	\$122.49	\$61.24
	Storm Sewer System and Culvert Detail Sheets (Culverts, Inlets, Manholes, Headwalls, SETP-PD, SETP-CD)	S&B	\$ 37,555.69	\$36,428.02	97%	\$36,004.58	\$751.11	\$375.56
	7 - Retaining Wall and Bridge Deck Spacing For Bridge Sheets and Calculations (Tabulated on Special Detail Sheet) Not Required	S&B	\$ 755.20	\$732.54	97%	\$740.10	\$15.10	\$7.55
	Retaining Wall Drains and Deck Drain SPL Details (1 Ret Wall, 3 Deck Drains)	S&B	\$ 12,212.19	\$11,845.82	97%	\$11,967.95	\$244.24	\$122.12
	1 - Channel Special Plan and Profiles (South Floodwater Channel)(Includes Bank Stabilization, Location and Types)	S&B	\$ 604.16	\$586.04	97%	\$592.08	\$12.08	\$6.04
	11 - Channel Typical Sections and Details (South Floodwater Channel)	S&B	\$ 3,764.64	\$3,671.10	97%	\$3,708.95	\$75.69	\$37.85
	8 - Roadside Ditch Ditchment Area and Outfall Calculations (32 at 4 Per Sheet)	S&B	\$ 1,597.52	\$1,549.59	97%	\$1,565.57	\$31.85	\$15.98
	8 - Roadside Ditch Ditchment Area Outfall Layouts and Weir Special Details (32 at 4 Per Sheet)	S&B	\$ 16,049.06	\$15,567.59	97%	\$15,728.08	\$320.98	\$160.49
	9 - Frontage Road Cross Pipe Layouts and Profile Fring Rd. to Fring Rd. (9)	S&B	\$ 26,701.64	\$25,900.59	97%	\$26,167.61	\$534.03	\$267.02
	0 - Temporary Drainage Plan and Profile Sheets Why temporary? Don't need							
	0 - Temporary Drainage Special Detail Sheets Why temporary? Don't need							
	4 - Storm Drainage Quantity Summary (Sheet by Sheet)	S&B	\$ -	\$0.00	0%	\$0.00	\$33,010.40	\$0.00
	4 - Storm Drainage Quantity Summary (Permanent Totals)	S&B	\$ 11,141.92	\$10,807.66	97%	\$10,919.08	\$222.84	\$111.42
	0 - MODIFY EXIST FEMA REPORT PREVIOUSLY PREPARED	S&B	\$ 8,176.28	\$7,930.99	97%	\$8,012.75	\$163.53	\$81.76
	0 - Prepare Inlet Report and R12 Form (7 Culverts) Already done an drainage report	S&B	\$ 3,485.40	\$3,485.40	100%	\$3,485.40	\$0.00	\$0.00
	PHI Data into Plans)	S&B	\$ 4,291.50	\$4,291.50	100%	\$4,291.50	\$0.00	\$0.00
	<b>SUB-TOTAL (FC. 161-ROADWAY DRAINAGE)</b>		<b>\$ 318,865.75</b>	<b>\$279,072.59</b>	<b>88%</b>	<b>\$281,332.51</b>	<b>\$37,530.25</b>	<b>\$2,269.02</b>

Project: SH 365 PS&E Development  
Limits: 3827-01-001  
County: Hidalgo County

Bill Through: 5/31/2016  
Client: HCRMA  
Contract: HCRMA  
WA No.: 2

Func Code	FIRM	TASK DESCRIPTION	CONTRACTED FEE (\$)	PREVIOUSLY INVOICED		INVOICED TO DATE		BALANCE	AMOUNT DUE THIS INVOICE
				(\$ AMOUNT)	(% COMPLETED)	(\$ AMOUNT)	(% COMPLETED)		
161	S&BI	FC 161 - LEVEE DESIGN	\$ 2,375.68	\$2,304.70	97%	\$2,304.70	\$71.98	\$73.76	
	S&BI	1 - LEVEE TYPICAL SECTIONS	\$ 17,445.12	\$16,921.77	97%	\$16,921.77	\$523.35	\$24.35	
	S&BI	8 - LEVEE P & P SHEETS	\$ 5,730.56	\$5,587.39	97%	\$5,587.39	\$143.17	\$14.45	
	S&BI	0 - CROSS SECTIONS (ROLL PLOT)	\$2,515.60	\$2,451.10	97%	\$2,451.10	\$64.50	\$6.45	
	S&BI	3 - MISCELLANEOUS & FLOODWAY LEVEE DETAILS	\$2,751.10	\$2,644.56	98%	\$2,644.56	\$106.54	\$10.54	
	S&BI	0 - RELOCATION OF FLOODWAY LEVEE ANALYSIS	\$0.00	\$0.00	100%	\$0.00	\$0.00	\$0.00	
		<b>SUB-TOTAL (F.C. 161/LEVEE DESIGN)</b>	<b>\$ 37,321.84</b>	<b>\$36,789.52</b>	<b>98%</b>	<b>\$36,789.52</b>	<b>\$532.32</b>	<b>\$53.24</b>	
		<b>SUB-TOTAL SHEETS (WEST BOUND MAIN LANE BRIDGE OVER JACKSON)</b>	<b>\$ 105,254.23</b>	<b>\$100,060.82</b>	<b>95%</b>	<b>\$100,060.82</b>	<b>\$5,193.41</b>	<b>\$5,193.41</b>	
		<b>VII BRIDGES</b>							
		<b>WEST BOUND MAIN LANE BRIDGE OVER JACKSON</b>							
	S&BI	1 - BRIDGE LAYOUTS	\$ 6,760.09	\$6,322.09	95%	\$6,322.09	\$437.99	\$458.00	
	S&BI	1 - SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	\$ 7,895.17	\$7,490.91	95%	\$7,490.91	\$404.26	\$404.26	
	S&BI	1 - FOUNDATION LAYOUTS	\$ 5,075.75	\$4,821.96	95%	\$4,821.96	\$253.79	\$253.79	
	S&BI	1 - FOUNDATION DETAILS- 1 TYPE(S)	\$ 6,986.60	\$6,618.27	95%	\$6,618.27	\$368.33	\$368.33	
	S&BI	4 - ABUTMENTS - 1 TYPE	\$ 13,719.72	\$13,033.73	95%	\$13,033.73	\$685.99	\$685.99	
	S&BI	0 - INTERIOR BENTS - 1 TYPE	\$ 5,712.56	\$5,426.93	95%	\$5,426.93	\$285.63	\$285.63	
	S&BI	1 - CONC SLAB SPAN & DEFLECTION- 1 UNIT	\$ 6,056.00	\$5,753.20	95%	\$5,753.20	\$302.80	\$302.80	
	S&BI	1 - CONC FRAMING PLAN & BENT REPORT- 1 UNIT	\$ 7,271.61	\$6,908.03	95%	\$6,908.03	\$363.58	\$363.58	
	S&BI	1 - PRESTR CONC BEAMS - IGNS	\$ 11,836.10	\$11,244.30	95%	\$11,244.30	\$591.80	\$591.80	
	S&BI	2 - ARCHITECTURAL TREATMENT	\$ 10,189.24	\$9,679.78	95%	\$9,679.78	\$509.46	\$509.46	
	S&BI	1 - BRIDGE BORING LOGS	\$ 2,303.36	\$2,257.29	98%	\$2,257.29	\$46.07	\$46.07	
		<b>SUB-TOTAL SHEETS (WEST BOUND MAIN LANE BRIDGE OVER JACKSON)</b>	<b>\$ 71,285.72</b>	<b>\$67,771.53</b>	<b>95%</b>	<b>\$67,771.53</b>	<b>\$3,514.19</b>	<b>\$3,514.19</b>	
		<b>EAST BOUND MAIN LANE BRIDGE OVER JACKSON</b>							
	S&BI	1 - BRIDGE LAYOUTS	\$ 6,760.09	\$6,322.09	95%	\$6,322.09	\$437.99	\$458.00	
	S&BI	1 - SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	\$ 7,895.17	\$7,490.91	95%	\$7,490.91	\$404.26	\$404.26	
	S&BI	2 - FOUNDATION LAYOUTS	\$ 6,559.05	\$6,131.10	95%	\$6,131.10	\$427.95	\$427.95	
	S&BI	3 - ABUTMENTS	\$ 6,859.86	\$6,516.87	95%	\$6,516.87	\$342.99	\$342.99	
	S&BI	2 - INTERIOR BENTS	\$ 2,980.48	\$2,812.46	95%	\$2,812.46	\$168.02	\$168.02	
	S&BI	1 - CONC FRAMING PLAN & BENT REPORT	\$ 3,035.26	\$2,883.50	95%	\$2,883.50	\$151.76	\$151.76	
	S&BI	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	\$ 7,271.61	\$6,908.03	95%	\$6,908.03	\$363.58	\$363.58	
	S&BI	1 - PRESTR CONC GIRDER DESIGN	\$ 5,918.05	\$5,622.15	95%	\$5,622.15	\$295.90	\$295.90	
	S&BI	2 - ARCHITECTURAL TREATMENT	\$ 4,839.89	\$4,607.29	95%	\$4,607.29	\$232.60	\$232.60	
	S&BI	1 - BRIDGE BORING LOGS	\$ 2,303.36	\$2,257.29	98%	\$2,257.29	\$46.07	\$46.07	
		<b>SUB-TOTAL SHEETS (EAST BOUND MAIN LANE BRIDGE OVER JACKSON)</b>	<b>\$ 71,285.72</b>	<b>\$67,771.53</b>	<b>95%</b>	<b>\$67,771.53</b>	<b>\$3,514.19</b>	<b>\$3,514.19</b>	
		<b>WEST BOUND MAIN LANE BRIDGE OVER I ROAD (ONLY BR LAYOUT INCLUDED FINAL DESIGN WILL BE DONE AS A SEPARATE WA)</b>							
	S&BI	1 - BRIDGE LAYOUTS	\$ 6,760.09	\$6,322.09	95%	\$6,322.09	\$437.99	\$458.00	
	S&BI	0 - BRIDGE TYPICAL SECTIONS (SUPPLEMENTAL # 2)	\$ 24,288.83	\$23,074.39	95%	\$23,074.39	\$1,214.44	\$1,214.44	
	S&BI	0 - SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION (SUPPLEMENTAL # 2)	\$ 13,851.94	\$13,159.34	95%	\$13,159.34	\$692.60	\$692.60	
	S&BI	0 - FOUNDATION LAYOUTS (SUPPLEMENTAL # 2)	\$ 13,981.20	\$13,282.14	95%	\$13,282.14	\$699.06	\$699.06	
	S&BI	0 - FOUNDATION DETAILS- 1 TYPE(S) (SUPPLEMENTAL # 2)	\$ 14,638.38	\$13,908.46	95%	\$13,908.46	\$729.92	\$729.92	
	S&BI	0 - ABUTMENTS - 1 TYPE (SUPPLEMENTAL # 2)	\$ 12,945.76	\$12,298.47	95%	\$12,298.47	\$647.29	\$647.29	
	S&BI	0 - INTERIOR BENTS - 1 TYPE (SUPPLEMENTAL # 2)	\$ 5,631.77	\$5,319.13	95%	\$5,319.13	\$312.64	\$312.64	
	S&BI	0 - SLAB SPAN, TYPICAL SECTION & DETAILS (SUPPLEMENTAL # 2)	\$ 16,343.38	\$15,626.21	95%	\$15,626.21	\$717.17	\$717.17	
	S&BI	0 - FRAMING PLAN (SUPPLEMENTAL # 2)	\$ 17,399.97	\$16,628.92	95%	\$16,628.92	\$771.05	\$771.05	
	S&BI	0 - STEEL GIRDER ELEVATIONS (SUPPLEMENTAL # 2)	\$ 15,179.36	\$14,420.39	95%	\$14,420.39	\$758.97	\$758.97	
	S&BI	0 - STEEL GIRDER CAMBER DATA (SUPPLEMENTAL # 2)	\$ 13,175.83	\$12,517.04	95%	\$12,517.04	\$658.79	\$658.79	
	S&BI	0 - STEEL GIRDER DETAILS (SUPPLEMENTAL # 2)	\$ 25,194.94	\$23,936.19	95%	\$23,936.19	\$1,258.75	\$1,258.75	
	S&BI	0 - ARCHITECTURAL TREATMENT (SUPPLEMENTAL # 2)	\$ 13,634.86	\$13,054.12	95%	\$13,054.12	\$580.74	\$580.74	
	S&BI	0 - BRIDGE BORING LOGS (SUPPLEMENTAL # 2)	\$ 0.00	\$0.00	0%	\$0.00	\$0.00	\$0.00	
		<b>SUB-TOTAL SHEETS (WEST BOUND MAIN LANE BRIDGE OVER I ROAD)</b>	<b>\$ 228,782.21</b>	<b>\$217,608.15</b>	<b>95%</b>	<b>\$217,608.15</b>	<b>\$11,174.06</b>	<b>\$11,174.06</b>	
		<b>EAST BOUND MAIN LANE BRIDGE OVER I ROAD (ONLY BR LAYOUT INCLUDED; FINAL DESIGN WILL BE DONE AS A SEPARATE WA)</b>							
	S&BI	1 - BRIDGE LAYOUTS	\$ 6,760.09	\$6,322.09	95%	\$6,322.09	\$437.99	\$458.00	
	S&BI	0 - BRIDGE TYPICAL SECTIONS (SUPPLEMENTAL # 2)	\$ 24,288.83	\$23,074.39	95%	\$23,074.39	\$1,214.44	\$1,214.44	
	S&BI	0 - SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION (SUPPLEMENTAL # 2)	\$ 13,851.94	\$13,159.34	95%	\$13,159.34	\$692.60	\$692.60	
	S&BI	0 - FOUNDATION LAYOUTS (SUPPLEMENTAL # 2)	\$ 13,981.20	\$13,282.14	95%	\$13,282.14	\$699.06	\$699.06	
	S&BI	0 - FOUNDATION DETAILS- 1 TYPE(S) (SUPPLEMENTAL # 2)	\$ 14,638.38	\$13,908.46	95%	\$13,908.46	\$729.92	\$729.92	
	S&BI	0 - ABUTMENTS - 1 TYPE (SUPPLEMENTAL # 2)	\$ 12,945.76	\$12,298.47	95%	\$12,298.47	\$647.29	\$647.29	
	S&BI	0 - INTERIOR BENTS - 1 TYPE (SUPPLEMENTAL # 2)	\$ 5,631.77	\$5,319.13	95%	\$5,319.13	\$312.64	\$312.64	
	S&BI	0 - SLAB SPAN, TYPICAL SECTION & DETAILS (SUPPLEMENTAL # 2)	\$ 16,343.38	\$15,626.21	95%	\$15,626.21	\$717.17	\$717.17	
	S&BI	0 - FRAMING PLAN (SUPPLEMENTAL # 2)	\$ 17,399.97	\$16,628.92	95%	\$16,628.92	\$771.05	\$771.05	
	S&BI	0 - STEEL GIRDER ELEVATIONS (SUPPLEMENTAL # 2)	\$ 15,179.36	\$14,420.39	95%	\$14,420.39	\$758.97	\$758.97	
	S&BI	0 - STEEL GIRDER CAMBER DATA (SUPPLEMENTAL # 2)	\$ 13,175.83	\$12,517.04	95%	\$12,517.04	\$658.79	\$658.79	
	S&BI	0 - STEEL GIRDER DETAILS (SUPPLEMENTAL # 2)	\$ 25,194.94	\$23,936.19	95%	\$23,936.19	\$1,258.75	\$1,258.75	
	S&BI	0 - ARCHITECTURAL TREATMENT (SUPPLEMENTAL # 2)	\$ 13,634.86	\$13,054.12	95%	\$13,054.12	\$580.74	\$580.74	
	S&BI	0 - BRIDGE BORING LOGS (SUPPLEMENTAL # 2)	\$ 0.00	\$0.00	0%	\$0.00	\$0.00	\$0.00	
		<b>SUB-TOTAL SHEETS (EAST BOUND MAIN LANE BRIDGE OVER I ROAD)</b>	<b>\$ 228,782.21</b>	<b>\$217,608.15</b>	<b>95%</b>	<b>\$217,608.15</b>	<b>\$11,174.06</b>	<b>\$11,174.06</b>	
		<b>WEST BOUND MAIN LANE BRIDGE OVER I ROAD (ONLY BR LAYOUT INCLUDED; FINAL DESIGN WILL BE DONE AS A SEPARATE WA)</b>							
	S&BI	1 - BRIDGE LAYOUTS	\$ 6,760.09	\$6,322.09	95%	\$6,322.09	\$437.99	\$458.00	
	S&BI	0 - BRIDGE TYPICAL SECTIONS (SUPPLEMENTAL # 2)	\$ 24,288.83	\$23,074.39	95%	\$23,074.39	\$1,214.44	\$1,214.44	
	S&BI	0 - SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION (SUPPLEMENTAL # 2)	\$ 13,851.94	\$13,159.34	95%	\$13,159.34	\$692.60	\$692.60	
	S&BI	0 - FOUNDATION LAYOUTS (SUPPLEMENTAL # 2)	\$ 13,981.20	\$13,282.14	95%	\$13,282.14	\$699.06	\$699.06	
	S&BI	0 - FOUNDATION DETAILS- 1 TYPE(S) (SUPPLEMENTAL # 2)	\$ 14,638.38	\$13,908.46	95%	\$13,908.46	\$729.92	\$729.92	
	S&BI	0 - ABUTMENTS - 1 TYPE (SUPPLEMENTAL # 2)	\$ 12,945.76	\$12,298.47	95%	\$12,298.47	\$647.29	\$647.29	
	S&BI	0 - INTERIOR BENTS - 1 TYPE (SUPPLEMENTAL # 2)	\$ 5,631.77	\$5,319.13	95%	\$5,319.13	\$312.64	\$312.64	
	S&BI	0 - SLAB SPAN, TYPICAL SECTION & DETAILS (SUPPLEMENTAL # 2)	\$ 16,343.38	\$15,626.21	95%	\$15,626.21	\$717.17	\$717.17	
	S&BI	0 - FRAMING PLAN (SUPPLEMENTAL # 2)	\$ 17,399.97	\$16,628.92	95%	\$16,628.92	\$771.05	\$771.05	
	S&BI	0 - STEEL GIRDER ELEVATIONS (SUPPLEMENTAL # 2)	\$ 15,179.36	\$14,420.39	95%	\$14,420.39	\$758.97	\$758.97	
	S&BI	0 - STEEL GIRDER CAMBER DATA (SUPPLEMENTAL # 2)	\$ 13,175.83	\$12,517.04	95%	\$12,517.04	\$658.79	\$658.79	
	S&BI	0 - STEEL GIRDER DETAILS (SUPPLEMENTAL # 2)	\$ 25,194.94	\$23,936.19	95%	\$23,936.19	\$1,258.75	\$1,258.75	
	S&BI	0 - ARCHITECTURAL TREATMENT (SUPPLEMENTAL # 2)	\$ 13,634.86	\$13,054.12	95%	\$13,054.12	\$580.74	\$580.74	
	S&BI	0 - BRIDGE BORING LOGS (SUPPLEMENTAL # 2)	\$ 0.00	\$0.00	0%	\$0.00	\$0.00	\$0.00	
		<b>SUB-TOTAL SHEETS (WEST BOUND MAIN LANE BRIDGE OVER I ROAD)</b>	<b>\$ 228,782.21</b>	<b>\$217,608.15</b>	<b>95%</b>	<b>\$217,608.15</b>	<b>\$11,174.06</b>	<b>\$11,174.06</b>	
		<b>EAST BOUND MAIN LANE BRIDGE OVER I ROAD (ONLY BR LAYOUT INCLUDED; FINAL DESIGN WILL BE DONE AS A SEPARATE WA)</b>							
	S&BI	1 - BRIDGE LAYOUTS	\$ 6,760.09	\$6,322.09	95%	\$6,322.09	\$437.99	\$458.00	
	S&BI	0 - BRIDGE TYPICAL SECTIONS (SUPPLEMENTAL # 2)	\$ 24,288.83	\$23,074.39	95%	\$23,074.39	\$1,214.44	\$1,214.44	
	S&BI	0 - SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION (SUPPLEMENTAL # 2)	\$ 13,851.94	\$13,159.34	95%	\$13,159.34	\$692.60	\$692.60	
	S&BI	0 - FOUNDATION LAYOUTS (SUPPLEMENTAL # 2)	\$ 13,981.20	\$13,282.14	95%	\$13,282.14	\$699.06	\$699.06	
	S&BI	0 - FOUNDATION DETAILS- 1 TYPE(S) (SUPPLEMENTAL # 2)	\$ 14,638.38	\$13,908.46	95%	\$13,908.46	\$729.92	\$729.92	
	S&BI	0 - ABUTMENTS - 1 TYPE (SUPPLEMENTAL # 2)	\$ 12,945.76	\$12,298.47	95%	\$12,298.47	\$647.29	\$647.29	
	S&BI	0 - INTERIOR BENTS - 1 TYPE (SUPPLEMENTAL # 2)	\$ 5,631.77	\$5,319.13	95%	\$5,319.13	\$312.64	\$312.64	
	S&BI	0 - SLAB SPAN, TYPICAL SECTION & DETAILS (SUPPLEMENTAL # 2)	\$ 16,343.38	\$15,626.21	95%	\$15,626.21	\$717.17	\$717.17	
	S&BI	0 - FRAMING PLAN (SUPPLEMENTAL # 2)	\$ 17,399.97	\$16,628.92	95%	\$16,628.92	\$771.05	\$771.05	
	S&BI	0 - STEEL GIRDER ELEVATIONS (SUPPLEMENTAL # 2)	\$ 15,179.36	\$14,420.39	95%	\$14,420.39	\$758.97	\$758.97	
	S&BI	0 - STEEL GIRDER CAMBER DATA (SUPPLEMENTAL # 2)	\$ 13,175.83	\$12,517.04	95%	\$12,517.04	\$658.79	\$658.79	
	S&BI	0 - STEEL GIRDER DETAILS (SUPPLEMENTAL # 2)	\$ 25,194.94	\$23,936.19	95%	\$23,936.19	\$1,258.75	\$1,258.75	
	S&BI	0 - ARCHITECTURAL TREATMENT (SUPPLEMENTAL # 2)	\$ 13,634.86	\$13,054.12	95%	\$13,054.12	\$580.74	\$580.74	
	S&BI	0 - BRIDGE BORING LOGS (SUPPLEMENTAL # 2)	\$ 0.00	\$0.00	0%	\$0.00	\$0.00	\$0.00	
		<b>SUB-TOTAL SHEETS (EAST BOUND MAIN LANE BRIDGE OVER I ROAD)</b>	<b>\$ 228,782.21</b>	<b>\$217,608.15</b>	<b>95%</b>	<b>\$217,608.15</b>	<b>\$11,174.06</b>	<b>\$11,174.06</b>	
		<b>WEST BOUND MAIN LANE BRIDGE OVER I ROAD (ONLY BR LAYOUT INCLUDED; FINAL DESIGN WILL BE DONE AS A SEPARATE WA)</b>							
	S&BI	1 - BRIDGE LAYOUTS	\$ 6,760.09	\$6,322.09	95%	\$6,322.09	\$437.99	\$458.00	
	S&BI	0 - BRIDGE TYPICAL SECTIONS (SUPPLEMENTAL # 2)	\$ 24,288.83	\$23,074.39	95%	\$23,074.39	\$1,214.44	\$1,214.44	
	S&BI	0 - SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION (SUPPLEMENTAL # 2)	\$ 13,851.94						



MAY 2016 INVOICE



Project: SH 365 PS&E Development
Limits: 3627-01-001
County: Hidalgo County

Bill Through: 5/31/2016
Client: HCRMA
Contract:
WA No.: 2

Table with columns: Func Code, FIRM, TASK DESCRIPTION, CONTRACTED FEE (\$), PREVIOUSLY INVOICED (\$ AMOUNT), INVOICED TO DATE (\$ AMOUNT), BALANCE, AMOUNT DUE THIS INVOICE. Includes sub-totals for 'CANAL BRIDGES (MAINLANES & FRONTAGE RDS)' and 'WEST BOUND MAIN LANE BRIDGE OVER HIGHLINE'.



Project: SH 365 PS&E Development  
 Limits: 3627-01-001  
 County: Hidalgo County

# MAY 2016 INVOICE



Bill Through: 5/31/2016  
 Client: HCRMA  
 Contract:  
 WA No.: 2

Func Code	TASK DESCRIPTION	FIRM	CONTRACTED FEE (\$)	PREVIOUSLY INVOICED		INVOICED TO DATE		BALANCE	AMOUNT DUE THIS INVOICE
				(\$ AMOUNT)	(% COMPLETED)	(\$ AMOUNT)	(% COMPLETED)		
	EAST BOUND MAIN LANE BRIDGE OVER HIGHLINE								
	1 - BRIDGE LAYOUTS	S&B	\$ 8,760.09	\$0,322.09	95%	\$6,584.89	98%	\$175.20	\$262.80
	1 - SUMMARY OF QUANTITIES (BRIDGE) AND BEARING SEAT ELEVATION	S&B	\$ 7,895.17	\$7,490.81	95%	\$1,727.47	98%	\$157.70	\$236.56
	2 - FOUNDATION LAYOUTS	S&B	\$ 6,550.05	\$6,131.10	95%	\$6,587.97	98%	\$171.18	\$256.77
	3 - ABUTMENTS	S&B	\$ 6,859.86	\$6,516.87	95%	\$6,722.66	98%	\$137.20	\$205.80
	2 - INTERIOR BENTS	S&B	\$ 2,960.48	\$2,812.46	95%	\$3,042.99	98%	\$59.21	\$88.81
	2 - CONC SLAB SPAN	S&B	\$ 5,758.31	\$5,470.38	95%	\$5,643.14	98%	\$115.17	\$172.75
	1 - CONC FRAMING PLAN & BENT REPORT	S&B	\$ 3,035.26	\$2,883.50	95%	\$2,974.45	98%	\$60.71	\$91.06
	1 - CONC TYPICAL SECTIONS AND DEFLECTIONS	S&B	\$ 7,271.61	\$6,908.03	95%	\$7,126.18	98%	\$148.43	\$218.15
	1 - PRESTR CONC GIRDER DESIGN	S&B	\$ 5,918.05	\$5,622.15	95%	\$5,799.69	98%	\$178.36	\$177.54
	2 - ARCHITECTURAL TREATMENT	S&B	\$ 4,039.62	\$4,839.89	95%	\$4,992.73	98%	\$101.89	\$152.84
	1 - DRAIN DETAILS	S&B	\$ 2,303.36	\$2,257.29	98%	\$2,257.29	98%	\$46.07	\$0.00
	1 - BRIDGE BORING LOGS	S&B	\$ 71,265.72	\$67,771.53	95%	\$69,840.41	98%	\$1,423.31	\$2,066.37
	<b>SUB-TOTAL SHEETS-EAST BOUND MAIN LANE BRIDGE OVER HIGHLINE</b>		<b>\$ 71,265.72</b>	<b>\$67,771.53</b>	<b>95%</b>	<b>\$69,840.41</b>	<b>98%</b>	<b>\$1,423.31</b>	<b>\$2,066.37</b>
	<b>SUB-TOTAL SHEETS-BRIDGE STANDARDS (FOR BOTH S&amp;B AND UNITECH)</b>		<b>\$ 7,628.92</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$7,628.92</b>	<b>\$0.00</b>
	<b>SUB-TOTAL BRIDGE SHEETS</b>		<b>\$ 958,822.42</b>	<b>\$905,299.53</b>	<b>94%</b>	<b>\$932,474.81</b>	<b>97%</b>	<b>\$26,347.61</b>	<b>\$27,175.28</b>
	BASIC SERVICES-BRIDGE AND RETAINING WALL DESIGN/UNITECH								
	BASIC SERVICES-SUBPODS LOGISTICS								
	SPECIAL SERVICES-TERRACON								
	BASIC SERVICES-OPERATIONAL LOGISTICS								
	<b>TOTAL SUBS (UNITECH, TERRACON AND DOS LOGISTICS)</b>		<b>\$ 1,241,437.39</b>	<b>\$1,118,659.37</b>	<b>90%</b>	<b>\$1,119,772.66</b>	<b>90%</b>	<b>\$113,041.19</b>	<b>\$1,113.29</b>
162	VIII. TRAFFIC ITEMS								
	0 - FC 102 - SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION								
	0 - SIGNALIZATION (6 INTERSECTIONS)								
	5 - TRAFFIC SIGNAL EXISTING CONDITIONS LAYOUT	S&B	\$ 7,685.64	\$7,455.07	97%	\$7,531.93	98%	\$153.71	\$76.86
	6 - TRAFFIC SIGNAL PROPOSED LAYOUT	S&B	\$ 16,688.63	\$16,197.72	97%	\$16,364.71	98%	\$333.97	\$166.99
	8 - TRAFFIC SIGNAL ELECTRICAL DETAILS	S&B	\$ 15,769.24	\$15,296.16	97%	\$15,453.86	98%	\$315.38	\$157.69
	8 - TRAFFIC SIGNAL WIRING DIAGRAM	S&B	\$ 15,769.24	\$15,296.16	97%	\$15,453.86	98%	\$315.38	\$157.69
	8 - PROPOSED LEDS	S&B	\$ 15,769.24	\$15,296.16	97%	\$15,453.86	98%	\$315.38	\$157.69
	2 - TRAFFIC SIGNAL NOTES & DETAILS	S&B	\$ 2,389.03	\$2,656.91	97%	\$2,694.30	98%	\$64.78	\$27.39
	2 - TRAFFIC SIGNAL ESTIMATED QUANTITIES	S&B	\$ 1,661.44	\$1,611.60	97%	\$1,628.21	98%	\$53.23	\$16.61
	17 - TRAFFIC SIGNAL STANDARDS	S&B	\$ 3,209.60	\$3,113.31	97%	\$3,145.41	98%	\$64.19	\$32.10
	0 - FC 162-prepare signing & pavement marking design								
	30 - SIGNING LAYOUT (1:100) (MAINLANES & FRIG RDS)	S&B	\$ 31,036.00	\$30,104.92	97%	\$30,415.28	98%	\$620.72	\$310.36
	30 - PAVEMENT MARKING LAYOUT (1:100) (MAINLANES & FRIG RDS)	S&B	\$ 31,399.28	\$30,457.30	97%	\$30,771.29	98%	\$627.99	\$313.99
	6 - SIGNING LAYOUT (1:700) (INTERSECTING ROADS)	S&B	\$ 7,576.74	\$7,349.44	97%	\$7,425.21	98%	\$151.53	\$75.77
	6 - PAVEMENT MARKING LAYOUT (1:100) (INTERSECTING ROADS)	S&B	\$ 7,576.74	\$7,349.44	97%	\$7,425.21	98%	\$151.53	\$75.77
	4 - SMALL SIGN SUMMARY	S&B	\$ 7,399.06	\$7,176.12	97%	\$7,250.10	98%	\$147.96	\$73.98
	2 - LARGE SIGN SUMMARY	S&B	\$ 4,205.89	\$4,079.71	97%	\$4,121.77	98%	\$64.12	\$42.06
	8 - LARGE SIGN DETAILS	S&B	\$ 12,193.64	\$11,827.83	97%	\$11,949.77	98%	\$243.87	\$121.94
	0 - SIGNING AND PAVEMENT MARKING STANDARDS:								
	5 - TSRT-08 THRU TSRS-08	S&B	\$ 188.80	\$188.80	100%	\$188.80	100%	\$0.00	\$0.00
	5WDMGN-09	S&B	\$ 188.80	\$188.80	100%	\$188.80	100%	\$0.00	\$0.00
	3 - SMD(SLIP-1)08 THRU (SLIP-3)08	S&B	\$ 188.80	\$188.80	100%	\$188.80	100%	\$0.00	\$0.00
	4 - SMD(2-1) THRU (2-4)08	S&B	\$ 188.80	\$188.80	100%	\$188.80	100%	\$0.00	\$0.00
	SMD (TY 0)08	S&B	\$ 188.80	\$188.80	100%	\$188.80	100%	\$0.00	\$0.00
	SMD (8X1)08	S&B	\$ 188.80	\$188.80	100%	\$188.80	100%	\$0.00	\$0.00
	SMD (8X2)08	S&B	\$ 188.80	\$188.80	100%	\$188.80	100%	\$0.00	\$0.00
	BMCS	S&B	\$ 188.80	\$188.80	100%	\$188.80	100%	\$0.00	\$0.00
	SPECIAL SIGN MOUNT DETAILS								
	5 - DECOM1) THRU (5)04	S&B	\$ 188.80	\$188.80	100%	\$188.80	100%	\$0.00	\$0.00
	DDOM1VA-04	S&B	\$ 188.80	\$188.80	100%	\$188.80	100%	\$0.00	\$0.00
	PM12)08	S&B	\$ 188.80	\$188.80	100%	\$188.80	100%	\$0.00	\$0.00
	PM14)08	S&B	\$ 188.80	\$188.80	100%	\$188.80	100%	\$0.00	\$0.00
	PM14)03	S&B	\$ 188.80	\$188.80	100%	\$188.80	100%	\$0.00	\$0.00
	2 - PM19) THRU (6)01	S&B	\$ 188.80	\$188.80	100%	\$188.80	100%	\$0.00	\$0.00
	PM1)08	S&B	\$ 188.80	\$188.80	100%	\$188.80	100%	\$0.00	\$0.00
	SIGN MNT DET. - LARGE ROSD. SIGNS: SMD(2-5)08	S&B	\$ 2,114.56	\$2,114.56	100%	\$2,114.56	100%	\$0.00	\$0.00
	<b>SUB-TOTAL (F.C. 162-SIGNING, PAVEMENT, MARKINGS AND SIGNALIZATION)</b>		<b>\$ 209,272.83</b>	<b>\$180,403.20</b>	<b>86%</b>	<b>\$182,210.09</b>	<b>87%</b>	<b>\$3,613.77</b>	<b>\$1,806.89</b>



Project: SH 365 PS&E Development  
 Limits: 3827-01-001  
 CSJ: Hildage County

# MAY 2016 INVOICE



Bill Through: 5/31/2016  
 Client: HCRMA  
 Contract: WA No.: 2

Func Code	TASK DESCRIPTION	FIRM	CONTRACTED FEE (\$)	PREVIOUSLY INVOICED (\$ AMOUNT)	(% COMPLETED)	INVOICED TO DATE (\$ AMOUNT)	(% COMPLETED)	BALANCE	AMOUNT DUE THIS INVOICE
163	FC 163 - MISCELLANEOUS - HIGH MAST ILLUMINATION	S&B							
	0 - PREPARE ILLUMINATION DESIGN:								
	SUMMARY OF QUANTITIES								
	10 - ILLUMINATION LAYOUT	S&B	\$ 2,388.70	\$2,297.64	97%	\$2,321.33	99%	\$47.37	\$23.69
	10 - ILLUMINATION CIRCUIT DIAGRAM	S&B	\$ 19,005.06	\$19,210.91	97%	\$19,408.96	99%	\$396.10	\$198.05
	7 - UNDERPASS LIGHTING	S&B	\$ 9,701.36	\$19,181.25	97%	\$19,181.25	99%	\$19,181.25	\$195.73
	10 - LIGHTING CONTROL	S&B	\$ 9,588.96	\$9,272.19	97%	\$9,367.78	99%	\$191.18	\$65.59
	6 - MISCELLANEOUS ILLUMINATION DETAILS	S&B	\$ 997.74	\$957.81	97%	\$977.79	99%	\$19.95	\$3.98
	0 - ILLUMINATION STANDARDS	S&B							
	7 - EQ(1) THRU EQ(7)-03								
	2 - RID(LUM 1) THRU (LUM2)-07								
	2 - SP-80(1) THRU (2)								
	TS-FD-99								
	LUM-A-99								
	RID (UP)-07								
	<b>SUB TOTAL (F.C. 163-MISCELLANEOUS-HIGH MAST ILLUMINATION</b>		<b>\$ 63,703.72</b>	<b>\$61,843.58</b>	<b>97%</b>	<b>\$62,463.63</b>	<b>98%</b>	<b>\$1,240.09</b>	<b>\$620.09</b>
	IRRIGATION DETAILS								
	COORDINATION WITH HCRMA (SUPPLEMENTAL)	S&B	\$ 1,760.00	\$1,707.20	97%	\$1,724.80	98%	\$35.20	\$17.60
	COORDINATION WITH DOS AND IRRIGATION DISTRICT (SUPPLEMENTAL)	S&B	\$ 6,655.00	\$6,456.32	97%	\$6,522.88	98%	\$133.12	\$66.56
	REVIEW IRRIGATION LAYOUTS, QUANTITIES AND STANDARDS (SUPPLEMENTAL)	S&B	\$ 5,888.00	\$5,711.56	97%	\$5,770.24	98%	\$117.76	\$58.88
	REVISED P & P SHEETS AND U AND D SHEETS WITH IRRIGATION CROSSINGS (SUPPLEMEN	S&B	\$ 5,392.00	\$5,230.24	97%	\$5,284.16	98%	\$107.84	\$53.92
	<b>SUB-TOTAL IRRIGATION DETAILS</b>		<b>\$ 19,696.00</b>	<b>\$19,105.12</b>	<b>97%</b>	<b>\$19,302.08</b>	<b>98%</b>	<b>\$393.92</b>	<b>\$196.96</b>
	<b>IX. ENVIRONMENTAL</b>								
	0 - PREPARE SW3P :								
	0 - SW3P NARRATIVE (BY DOS)	S&B							
	0 - SW3P LAYOUTS (BY DOS)	S&B							
	0 - MISCELLANEOUS SW3P DETAILS (BY DOS)	S&B							
	0 - SW3P STANDARDS:								
	0 - EC-1) THRU (3)-93 (BY DOS)	S&B							
	10 - CONDUCT SENSITIVE AREAS INVESTIGATION	S&B							
	2-EPIC SHEETS	S&B	\$ 7,447.96	\$7,223.94	97%	\$7,299.41	98%	\$148.95	\$74.47
	0 - PREPARE WETLAND MITIGATION PLAN (BY DOS)	S&B							
	0 - PREPARE MISCELLANEOUS DETAILS (BY DOS)	S&B							
	<b>SUB-TOTAL FC-163-MISC</b>		<b>\$ 7,447.96</b>	<b>\$7,223.94</b>	<b>97%</b>	<b>\$7,299.41</b>	<b>98%</b>	<b>\$148.95</b>	<b>\$74.47</b>
	<b>X. MISCELLANEOUS</b>								
	0 - LANDSCAPING/IRRIGATION (To Be Provided by HCRMA)	S&B	\$ 258.52	\$0.00	0%	\$0.00	0%	\$258.52	\$0.00
	0 - AESTHETIC PLAN (To Be Provided by HCRMA)	S&B	\$ 258.52	\$0.00	0%	\$0.00	0%	\$258.52	\$0.00
	0 - AESTHETIC DETAILS (To Be Provided by HCRMA)	S&B	\$ 258.52	\$0.00	0%	\$0.00	0%	\$258.52	\$0.00
	<b>SUB-TOTAL FC 163-MISCELLANEOUS-LANDSCAPING/AESTHETICS</b>		<b>\$ 775.56</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$0.00</b>	<b>0%</b>	<b>\$775.56</b>	<b>\$0.00</b>
	<b>XI. CROSS SECTIONS</b>								
	150 - CROSS SECTIONS (RDWY & DETENTION) (11x17 SHEETS) Includes Earthwork Calculations	S&B	\$ 53,619.20	\$52,010.62	95%	\$52,546.82	98%	\$1,072.38	\$536.19
	<b>SUB-TOTAL FC-163-MISCELLANEOUS CROSS SECTIONS</b>		<b>\$ 53,619.20</b>	<b>\$52,010.62</b>	<b>95%</b>	<b>\$52,546.82</b>	<b>98%</b>	<b>\$1,072.38</b>	<b>\$536.19</b>
	<b>FC 163 - MISCELLANEOUS ROADWAY - RIGID PAVEMENT (CONC)</b>								
	7 - REVISED PROPOSED TYPICAL SECTIONS SHEETS FOR CONCRETE PAVEMENT	S&B	\$ 7,088.72	\$6,885.76	97%	\$6,956.75	98%	\$141.97	\$70.99
	3 - REVISED PROPOSED E AND Q SHEETS	S&B	\$ 12,887.12	\$12,481.11	97%	\$12,609.78	98%	\$287.34	\$143.67
	15 - REVISED RETAINING WALLS TYPICAL SECTIONS FOR CONCRETE PAVEMENT	S&B	\$ 5,175.92	\$5,020.64	97%	\$5,072.40	98%	\$103.52	\$51.76
	6 - REVISED CROSS CULVERT DETAILS SHEETS	S&B	\$ 6,169.28	\$5,984.20	97%	\$6,045.89	98%	\$123.39	\$61.69
	4 - REVISED CROSS CULVERT DETAILS SHEETS	S&B	\$ 4,959.54	\$4,810.75	97%	\$4,860.35	98%	\$99.19	\$49.60
	86 - REVISED PROPOSED SECTIONS FOR CONCRETE PAVEMENT	S&B	\$ 23,091.28	\$22,338.54	97%	\$22,629.45	98%	\$461.83	\$230.91
	10 - REVISED PROPOSED IRRIGATION CROSSING DETAILS FOR CONCRETE PAVEMENT	S&B	\$ 5,240.28	\$5,277.07	97%	\$5,331.47	98%	\$108.81	\$54.40
	4 - CONCRETE PAVEMENT - SPECIFICATIONS/STANDARDS AND GENERAL NOTES	S&B	\$ 6,518.00	\$6,322.46	97%	\$6,387.41	98%	\$130.36	\$65.18
	18 - REVISED BRIDGE LAYOUTS (9 BRIDGES)	S&B	\$ 14,871.16	\$14,425.03	97%	\$14,573.74	98%	\$297.42	\$148.71
	24 - REVISED ABUTMENT CAPS, DETAILS AND QUANTITIES	S&B	\$ 14,871.16	\$14,425.03	97%	\$14,573.74	98%	\$297.42	\$148.71
	<b>SUB-TOTAL FC-163-MISCELLANEOUS ROADWAY-RIGID PAVEMENT (CONC)</b>		<b>\$ 101,062.46</b>	<b>\$98,030.59</b>	<b>97%</b>	<b>\$99,041.21</b>	<b>98%</b>	<b>\$2,021.25</b>	<b>\$1,010.62</b>
	<b>GRAND TOTAL</b>		<b>\$ 2,307,443.02</b>	<b>\$2,146,185.59</b>	<b>94%</b>	<b>\$2,189,281.15</b>	<b>96%</b>	<b>\$118,161.87</b>	<b>\$44,208.84</b>







**INVOICE PERIOD: 2/21/16 through 5/14/16**

**INVOICE AMOUNT: \$1,113.29**

June 9, 2016

**ATTN: Daniel O. Rios, P.E. - Senior Vice President**  
S&B Infrastructure, Ltd.  
5408 North 10th Street  
McAllen, Texas 78504

**RE: Work Authorization #2 on SH 365 Segment 1**  
**Invoice No. T774768**

Dear Mr. Rios:

Attached for your review approval is our invoice for services rendered during the months of February through May 2016 on the subject referenced project. The below referenced work product deliverables have been uploaded via GroupWise to the following directory:  
2016-06-03 May Inv Backup

The following is attached:

- Invoice No. T774768
- Borings Logs (performed to date)
- Lab Test Results (performed to date)

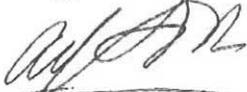
The following is a narrative of the progress for this period.

<b>TASK</b>
<b>UPDATED BORING AND CPT LOGS - LEVEES</b>
<i>Boring and CPT logs along with field and laboratory geotechnical engineering test results performed to date are attached to this report.</i>
<b>UPDATED BORING AND CPT LOGS – RETAINING WALL AND SIGNS</b>
<i>Boring and CPT logs along with field and laboratory geotechnical engineering test results performed to date are attached to this report.</i>
<b>UPDATED BORING AND CPT LOGS - BRIDGES</b>
<i>Boring and CPT logs along with field and laboratory geotechnical engineering test results performed to date are attached to this report.</i>

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 588-2480.

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 588-2480.

Sincerely,



Alfonso A. Soto, P.E.  
Project Manager – Terracon Consultants, Inc.



cc: Gustavo Lopez, P.E.

Hyperlinks: 2016-06-03 May Inv Backup

SH 365 PROJECT (CSJ: 3627-01-001)  
Develop PS&E for Proposed SH 365 Project  
From McColl Rd to GSA Connector  
**TERRACON CONSULTANTS, INC.**

SPECIAL SERVICES - GEOTECHNICAL DESCRIPTION	Contract Amount	% Complete this Invoice	Balance	Invoice Amount
<b>FC 110 - ROUTE &amp; DESIGN STUDIES</b>				
<b>BRIDGES</b>				
<b>BRIDGE TASKS:</b> DEVELOP CROSS SECTIONS; EVALUATE LABORATORY RESULTS; SELECT SOIL PROFILES AND PROPERTIES FOR DESIGN; PREPARE DESIGN EVALUATIONS FOR AXIAL AND LATERAL LOADING; EVALUATE EMBANKMENT SETTLEMENT; EVALUATE DOWNDRAG ON FOUNDATIONS; DEVELOP DESIGN OPTIONS; REVIEW DESIGN WITH ENGINEER; PREPARE DRAFT DESIGN RECOMMENDATIONS AND TABLES; INTERIM DESIGN REVIEW (INTERNAL); INTERIM DESIGN REVIEW (ENGINEER)				
<b>BRIDGES</b>				
JACKSON RD OVERPASS	\$7,495.14	0.0%	\$3,872.50	
US 281 OVERPASS	\$7,495.14	0.0%	\$2,876.17	
"I" ROAD OVERPASS	\$7,495.14	0.0%	-\$1,940.71	
DICKER RD OVERPASS	\$7,495.14	0.0%	\$3,657.46	
LAS MILPAS RD UNDERPASS	\$7,495.14	0.0%	\$4,346.55	
DRAINAGE DITCH BRIDGES	\$7,495.14	0.0%	\$5,498.32	
ANAYA ROAD OVERPASS	\$7,495.14	0.0%	\$4,421.08	
HIGHLINE ROAD OVERPASS	\$7,495.14	0.0%	\$4,812.09	
<b>SUB-TOTAL - BRIDGES</b>	<b>\$69,961.12</b>	<b>0.0%</b>	<b>\$27,643.46</b>	<b>\$0.00</b>
<b>RETAINING WALLS</b>				
<b>RW TASKS:</b> DEVELOP CROSS SECTIONS (TO BE DONE BY S&B); EVALUATE LABORATORY RESULTS; SELECT SOIL PROFILES AND PROPERTIES FOR DESIGN; PREPARE CROSS SECTIONS FOR ANALYSIS; EVALUATE EMBANKMENT SETTLEMENT; EVALUATE SLIDING, GLOBAL STABILITY, OVERTURNING; REVIEW DESIGN WITH ENGINEER; PREPARE DRAFT DESIGN RECOMMENDATIONS; INTERIM DESIGN REVIEW (INTERNAL); INTERIM DESIGN REVIEW (ENGINEER)				
<b>RETAINING WALLS (5 DESIGNS)</b>	<b>\$42,270.60</b>	<b>1.3%</b>	<b>-\$29,327.70</b>	<b>\$543.44</b>
<b>SUB-TOTAL - RETAINING WALLS</b>	<b>\$42,270.60</b>	<b>1.3%</b>	<b>-\$29,327.70</b>	<b>\$543.44</b>
<b>LEVEES</b>				
<b>LEEVE TASKS:</b> DEVELOP CROSS SECTIONS (TO BE DONE BY S&B); EVALUATE LABORATORY RESULTS; SELECT SOIL PROFILES AND PROPERTIES FOR DESIGN; PREPARE CROSS SECTIONS FOR ANALYSIS; EVALUATE EMBANKMENT SETTLEMENT; EVALUATE SLIDING, GLOBAL STABILITY, OVERTURNING; EVALUATE SEEPAGE; PREPARE DRAFT DESIGN RECOMMENDATIONS; INTERIM DESIGN REVIEW (INTERNAL); INTERIM DESIGN REVIEW (ENGINEER)				
<b>LEVEES - EVALUATIONS AND SEPARATE REPORT</b>	<b>\$29,132.40</b>	<b>1.9%</b>	<b>-\$21,839.77</b>	<b>\$549.76</b>
<b>SUB-TOTAL - LEVEES</b>	<b>\$29,132.40</b>	<b>1.9%</b>	<b>-\$21,839.77</b>	<b>\$549.76</b>
<b>FINAL REPORT</b>				
<b>GEOTECHNICAL DESIGN REPORT</b>	<b>\$21,034.90</b>	<b>0.0%</b>	<b>\$2,069.53</b>	
<b>SUB-TOTAL - FINAL REPORT</b>	<b>\$21,034.90</b>	<b>0.0%</b>	<b>\$2,069.53</b>	<b>\$0.00</b>
<b>FIELD EXPLORATION</b>				
<b>BOREHOLE LOGGING FIELD (81 BORINGS)</b>				
<b>LOGS (3980 FT OF BORINGS) IN GINT</b>				
<b>BORING QC IN LAB (81 BORINGS), ASSIGN LAB, QC LOGS</b>				
<b>CPTS (REVIEW FIELD DATA, PREPARE PLOTS QC RESULTS)</b>	<b>\$52,712.77</b>	<b>0.0%</b>	<b>\$25,989.57</b>	
<b>SUB-TOTAL - FIELD EXPLORATION</b>	<b>\$52,712.77</b>	<b>0.0%</b>	<b>\$25,989.57</b>	<b>\$0.00</b>
<b>FIELD MANAGEMENT</b>				
<b>SURVEY COORD, UTILITY COORD, SCHEDULE, ARRANGE TRAFFIC CONTROL, MANAGE FIELD CREWS &amp; DRILLING/CPT SUBS)</b>	<b>\$12,521.00</b>	<b>0.2%</b>	<b>-\$4,970.61</b>	<b>\$20.09</b>
<b>SUB-TOTAL - FIELD MANAGEMENT</b>	<b>\$12,521.00</b>	<b>0.2%</b>	<b>-\$4,970.61</b>	<b>\$20.09</b>
<b>DIRECT EXPENSES</b>	<b>\$222,510.00</b>	<b>0.0%</b>	<b>\$88,507.23</b>	
<b>GRAND TOTAL</b>	<b>\$440,142.79</b>	<b>0%</b>	<b>\$85,971.71</b>	<b>\$1,113.29</b>

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
PAYMENT SUMMARY

TEDI - ITS & Toll Design for HCRMA Loop System  
\$1,422,605.31 Maximum payable fee

Maximum fee minus approved WA \$0.00

	Invoice Date												WA Total Billed	WA Balance
	9/3/2014	10/3/2014	10/31/2014	12/2/2014	3/3/2015	7/1/2015	9/30/2015	10/31/2015	12/1/2015	12/31/2105	4/5/2016			
Approved WA Amount	\$81,030.21	\$67,525.17	\$67,525.16	\$27,010.08	\$27,010.07	\$14,219.84	\$83,727.84	\$48,575.19	\$61,266.79	\$6,547.48	\$27,528.65	\$0.00	\$270,100.69	\$0.00
WA#1	\$270,100.69												\$14,219.84	\$0.00
WA#2	\$14,219.84												\$227,645.95	\$90,470.53
WA#3	\$318,116.48												\$0.00	\$820,168.30
WA#4	\$820,168.30												\$511,966.48	\$910,638.83
	\$1,422,605.31	\$67,525.17	\$67,525.16	\$27,010.08	\$27,010.07	\$14,219.84	\$83,727.84	\$48,575.19	\$61,266.79	\$6,547.48	\$27,528.65	\$0.00	\$541,016.77	\$881,588.54
													\$29,050.29	\$791,118.01
													\$0.00	\$1,422,605.31
Approved WA Amount	\$29,050.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$270,100.69	\$0.00
WA#1	\$270,100.69												\$14,219.84	\$0.00
WA#2	\$14,219.84												\$227,645.95	\$90,470.53
WA#3	\$318,116.48												\$0.00	\$820,168.30
WA#4	\$820,168.30												\$511,966.48	\$910,638.83
	\$1,422,605.31	\$29,050.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$541,016.77	\$881,588.54
													\$29,050.29	\$791,118.01
													\$0.00	\$1,422,605.31

WA#1 approved July 23, 2014 to prepare concepts of operation and business rules for the HCRMA toll system in the amount of \$270,100.69.  
 WA#2 approved May 28, 2015 to prepare detailed toll infrastructure cost for SH 365 in the amount of \$14,219.84.  
 WA#3 approved June 23, 2015 to prepare toll integration specifications and bid documents for toll equipment for SH 365 in the amount of \$318,116.48.  
 WA#4 approved March 22, 2016 for prepare final plans, specifications and estimates for toll gantries and related appurtenances in the amount of \$820,168.30.

  
Approved for Payment

6/13/2016  
Date

VRF 2013 Bond Construction Account

Prepared by:  
P. Rodriguez, PE  
Tx PE #85,567  
6/13/2016



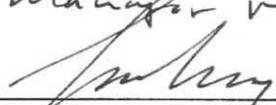
# HCRMA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## REQUEST FOR RECOMMENDATION ON PAYMENT

To: Dannenbaum Engineering  
 Attn: Louis Jones, HCRMA Project Manager  
 1109 Nolana Loop, Suite 208  
 McAllen, Texas 78504

Month and Year	5/18/16 - 5/31/16	
Contractor	TEDSI	
Project/WA	ITS and Toll PS&E WA#4	
Invoice #	2062749	Date: 6/3/16
Amount	\$ 29,050.29	
Date Sent	6/3/16	

Date Received	6/6/2016	
Received by	Eric Davila, PE, CFM Deputy Prog. Mgr	
Recommendation:	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Disapproval
Comments:	Based on heavy coordination re: schematic design of tolling elements, the Deputy Program Manager recommends approval. 	
Louis Jones, HCRMA Program Manager		Date 6/9/16
Recommendation:	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Disapproval
Comments:		
Pilar Rodriguez, Executive Director		Date 6/13/2016

# TEDSI

**INVOICE PERIOD: NTP through 05/31/2016**

**INVOICE AMOUNT: \$29,050.29**

June 03, 2016

Mr. Pilar Rodriguez, P.E. – Executive Director HCRMA  
**ATTN: Mr. Louis H. Jones, P.E. – Program Manager HCRMA**  
Hidalgo County Regional Mobility Authority  
118 S. Cage Blvd., 4<sup>th</sup> Floor  
Pharr, Texas 78577

**RE: Work Authorization #4 HCRMA ITS and Toll PS&E  
Invoice No. 20162749**

Dear Mr. Jones:

Attached for your review approval is our invoice for services rendered through the month of NTP thru May 2016 on the subject referenced project. The below referenced work product deliverables have not been uploaded.

The following is attached:

- TEDSI May thru 2016-05 Invoice No. 20162749
- TEDSI NTP thru 2016-05 Invoice Breakdown
- TEDSI NTP thru 2016-05 Invoice Schedule
- TEDSI NTP thru 2016-05 H-3 Form
- TEDSI NTP thru 2016-05 Backup

The following is a narrative of the progress for this period.

TASK
<ul style="list-style-type: none"><li>• Issued Contract/WA 1 to Sub consultant</li><li>• Prepared schedule of deliverables/milestones</li><li>• Held Kickoff meeting with PMC/HCRMA staff</li><li>• Cut 11"x17" TMS layouts for SH 365 Segments 1,2 and 3</li><li>• Created TMS and TMS live reference files for TMS layouts</li><li>• Started placing ITS components into TMS Live file.</li><li>• Requested latest schematic files from PMC</li></ul>

Should you have any questions regarding this submittal, please do not hesitate to call me at (956) 424-7898.

Sincerely,



for

Mark W. Luper, P.E. RPLS, CFM  
Project Manager – TEDSI Infrastructure Group, Inc.



**TEDSI INFRASTRUCTURE GROUP**

*Consulting Engineers*

1201 East Expressway 83 ♦ Mission, Texas 78572

Tel: (956) 424-7898

Fax: (956) 424-7022

June 3, 2016

Project No: 2014-1163-04

Invoice No: 20162749

Mr. Pilar Rodriguez, P.E.  
Hidalgo County Regional Mobility Authority  
118 S. Cage Blvd 4th Floor  
Pharr, TX 78577

Project 2014-1163-04 HCRMA ITS & Toll PS&E

**Design Services for SH 365 Segments 1, 2 and 3  
Work Authorization No. 4**

Professional Services from Notice to Proceed to May 31, 2016

Phase	100	Project Management – TEDSI Infrastructure Group, Inc.		
<b>Fee</b>				
Total Fee		31,083.46		
		Total Earned	8,768.47	
		Previous Fee Billing	0.00	
		Current Fee Billing	8,768.47	
		<b>Total Fee</b>		<b>8,768.47</b>
			<b>Total this Phase</b>	<b>\$8,768.47</b>

Phase	200	Project Management – JM Engineering, LLC		
<b>Fee</b>				
Total Fee		4,161.08		
		Total Earned	624.16	
		Previous Fee Billing	0.00	
		Current Fee Billing	624.16	
		<b>Total Fee</b>		<b>624.16</b>
			<b>Total this Phase</b>	<b>\$624.16</b>

Phase	300	Final Design/PS&E – TEDSI Infrastructure Group, Inc.		
<b>Fee</b>				
Total Fee		601,122.97		
		Total Earned	18,893.38	
		Previous Fee Billing	0.00	
		Current Fee Billing	18,893.38	
		<b>Total Fee</b>		<b>18,893.38</b>
			<b>Total this Phase</b>	<b>\$18,893.38</b>

Phase	400	Final Design/PS&E – JM Engineering, LLC		
Fee				
Total Fee		178,602.89		
		Total Earned	0.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	0.00	
		<b>Total Fee</b>		<b>0.00</b>
		<b>Total this Phase</b>		<b>0.00</b>

Phase	500	Direct Expenses – TEDSI Infrastructure Group, Inc.		
Fee				
Total Fee		3,567.80		
		Total Earned	356.78	
		Previous Fee Billing	0.00	
		Current Fee Billing	356.78	
		<b>Total Fee</b>		<b>356.78</b>
		<b>Total this Phase</b>		<b>\$356.78</b>

Phase	600	Direct Expenses – JM Engineering, LLC		
Fee				
Total Fee		1,630.00		
		Total Earned	407.50	
		Previous Fee Billing	0.00	
		Current Fee Billing	407.50	
		<b>Total Fee</b>		<b>407.50</b>
		<b>Total this Phase</b>		<b>\$407.50</b>

Billing Summary	Current	Prior	To-Date
Total Billings	29,050.29	0.00	29,050.29
Total Fee			820,168.30
Remaining Fee			791,118.01
		<b>Total this Invoice</b>	<b>\$29,050.29</b>

**PLEASE REMIT PAYMENT TO:**  
**TEDSI Infrastructure Group, Inc.**  
**738 Highway 6 South, Suite 430**  
**Houston, Texas 77079**

Pay ↑  
 6/13/2016

Authorized By:   
 Jose A. Sanchez, P.E.  
 Project Manager

Date: **06-03-2016**



Project: HCRMA ITS AND TOLL PS&E  
Limits: SH 365 Segments 1, 2 and 3  
CSJ:  
County: Hidalgo  
Invoice Date 06/03/2016

Bill Through: 5/31/2016  
Client: HCRMA  
Contract: ITS & Tolling Design Services  
WA No.: 4  
Invoice No.: 20162749

TASK DESCRIPTION

CONTRACTED FEE (\$)  
TEDSI INFRASTRUCTURE GROUP, INC

PREVIOUSLY INVOICED (\$ AMOUNT) (% COMPLETED)

INVOICED TO DATE (\$ AMOUNT) (% COMPLETED)

BALANCE AMOUNT DUE THIS INVOICE

DESCRIPTION	CONTRACTED FEE (\$)	PREVIOUSLY INVOICED (\$ AMOUNT) (% COMPLETED)	INVOICED TO DATE (\$ AMOUNT) (% COMPLETED)	BALANCE	AMOUNT DUE THIS INVOICE
<b>PROJECT MANAGEMENT</b>					
PREPARE/MANAGE WORK AUTHORIZATIONS (PS&E DEVELOPMENT) (INCLUDING RECORD KEEPING, FILING, ADMINISTRATION, ETC)	\$13,393.60	\$0.00	\$2,009.04	\$11,384.56	\$2,009.04
SCHEDULE & ATTEND WORK AUTHORIZATION DEVELOPMENT MEETINGS (2 MEETINGS)	\$2,628.28	\$0.00	\$2,628.28	\$0.00	\$2,628.28
COORDINATION/PREPARE SUB WORK AUTHORIZATIONS/MANAGE SUBCONSULTANTS	\$1,620.20	\$0.00	\$243.03	\$1,377.17	\$243.03
PREPARATION OF INVOICES AND PROGRESS REPORTS (TOTAL = 4 EA)	\$2,736.32	\$0.00	\$410.45	\$2,325.87	\$410.45
DEVELOP PDF OF WORK FOR BACKUP ON INVOICES (TOTAL = 4 EA)	\$1,698.18	\$0.00	\$254.73	\$1,443.45	\$254.73
SCHEDULE & ATTEND PRE-DESIGN MEETING & PREPARE MINUTES (TOTAL = 1)	\$2,202.22	\$0.00	\$2,202.22	\$0.00	\$2,202.22
SCHEDULE, ATTEND AND PREPARE MINUTES FOR 4 MONTHLY PROGRESS MEETINGS (2 HRS)	\$4,716.52	\$0.00	\$707.48	\$4,009.04	\$707.48
MONITOR SUB-PROVIDER'S SCHEDULES ON A MONTHLY BASIS (4 MONTHS)	\$2,088.24	\$0.00	\$313.24	\$1,775.00	\$313.24
<b>5.1 GENERAL</b>					
5.11 FIELD INVENTORY	\$4,968.48	\$0.00	\$745.27	\$4,223.21	\$745.27
5.12 TITLE SHEET - 60%, 90%, 100% PS&E	\$1,866.17	\$0.00	\$0.00	\$1,866.17	\$0.00
5.13 INDEX OF SHEETS - 60%, 90%, 100% PS&E	\$1,536.16	\$0.00	\$0.00	\$1,536.16	\$0.00
5.14 PROJECT LAYOUT - 60%, 90%, 100% PS&E	\$3,336.32	\$0.00	\$0.00	\$3,336.32	\$0.00
5.15 SUMMARY TOLLING - 60%, 90%, 100% PS&E	\$2,418.22	\$0.00	\$0.00	\$2,418.22	\$0.00
5.16 SUMMARY ITS - 60%, 90%, 100% PS&E	\$6,978.63	\$0.00	\$0.00	\$6,978.63	\$0.00
5.17 SUMMARY ILLUMINATION - 60%, 90%, 100% PS&E	\$1,866.17	\$0.00	\$0.00	\$1,866.17	\$0.00
5.18 SUMMARY CIVIL IMPROVEMENTS - 60%, 90%, 100% PS&E	\$1,866.17	\$0.00	\$0.00	\$1,866.17	\$0.00
5.19 SUMMARY LARGE SIGNS - 60%, 90%, 100% PS&E	\$4,740.43	\$0.00	\$0.00	\$4,740.43	\$0.00
5.19-1 SUMMARY LARGE SIGNS (SOLS STD) - 60%, 90%, 100% PS&E	\$1,740.16	\$0.00	\$0.00	\$1,740.16	\$0.00
5.19-2 PAVEMENT MARKINGS - 60%, 90%, 100% PS&E	\$5,418.49	\$0.00	\$0.00	\$5,418.49	\$0.00
5.19-4 GENERAL NOTES TOLLING - 90%, 100% PS&E	\$1,632.16	\$0.00	\$0.00	\$1,632.16	\$0.00
5.19-7 STANDARDS - 100% PS&E	\$1,632.16	\$0.00	\$0.00	\$1,632.16	\$0.00
<b>5.2 CIVIL IMPROVEMENTS</b>					
5.21 SH 365 MAIN LANE GANTRIES	\$6,978.63	\$0.00	\$0.00	\$6,978.63	\$0.00
5.22 SH 365 RAMP GANTRIES	\$8,748.79	\$0.00	\$0.00	\$8,748.79	\$0.00
5.23 EARTHWORKS	\$3,552.32	\$0.00	\$0.00	\$3,552.32	\$0.00
5.24 CROSS-SECTIONS	\$11,443.03	\$0.00	\$0.00	\$11,443.03	\$0.00
5.25 MISC ROADWAY DETAILS	\$2,418.22	\$0.00	\$0.00	\$2,418.22	\$0.00
<b>5.3 ITS AND TOLLING LAYOUTS</b>					
5.31 SH 365 (1"=100' DBL BANK, 2000'/SHT + 1 SUMMARY LAYOUT/SHT)	\$150,422.16	\$0.00	\$15,042.22	\$135,379.94	\$15,042.22
5.32 BSIF CONNECTOR (1"=100' DBL BANK, 1000'/SHT + 1 SUMMARY LAYOUT/SHT)	\$8,820.84	\$0.00	\$882.08	\$7,938.76	\$882.08
5.33 US 281 (1"=100' DBL BANK, 1000'/SHT + 1 SUMMARY LAYOUT/SHT)	\$22,238.09	\$0.00	\$2,223.81	\$20,014.28	\$2,223.81
5.34 INTERSECTION LAYOUTS (SIGNALIZED INTERSECTIONS)					
SH 365 AT ANZALDUAS GSA CONNECTOR	\$3,000.27	\$0.00	\$0.00	\$3,000.27	\$0.00
SH 365 AT FM 494 (SHARY RD)	\$3,000.27	\$0.00	\$0.00	\$3,000.27	\$0.00
SH 365 AT SP 115 (23RD ST)	\$3,000.27	\$0.00	\$0.00	\$3,000.27	\$0.00
SH 365 AT SH 336 (10 ST)	\$3,000.27	\$0.00	\$0.00	\$3,000.27	\$0.00
SH 365 AT FM 494 (SHARY RD)	\$3,000.27	\$0.00	\$0.00	\$3,000.27	\$0.00
SH 365 AT FM 2067 (JACKSON RD)	\$3,000.27	\$0.00	\$0.00	\$3,000.27	\$0.00
SH 365 AT US 281 (CAGE BLVD)	\$3,000.27	\$0.00	\$0.00	\$3,000.27	\$0.00
SH 365 AT DICKER RD	\$3,000.27	\$0.00	\$0.00	\$3,000.27	\$0.00
SH 365 AT US 281 (MILITARY HWY)	\$3,000.27	\$0.00	\$0.00	\$3,000.27	\$0.00
<b>5.4 TOLL GANTRY DETAILS</b>					
MAIN LANE GANTRIES OVERHEAD SIGN BRIDGE (OSB) STRUCTURES - 4 GANTRIES, 2 OSB/GANTRY					
5.41 ELEVATION DETAILS FOR OSB - 2 PER TOLLING LOCATION	\$18,073.68	\$0.00	\$0.00	\$18,073.68	\$0.00
5.42 ELEVATION DETAILS FOR TOLLING EQUIPMENT - 2 PER TOLLING LOCATION	\$18,421.66	\$0.00	\$0.00	\$18,421.66	\$0.00
5.43 PLAN DETAILS - TOLLING EQUIPMENT	\$9,300.84	\$0.00	\$0.00	\$9,300.84	\$0.00
<b>RAMP GANTRIES CANTILEVER OVERHEAD SIGN STRUCTURES (COSS) - 5 GANTRIES, 2 COSS/GANTRY</b>					
5.44 ELEVATION DETAILS FOR COSS - 2 PER TOLLING LOCATION	\$34,329.09	\$0.00	\$0.00	\$34,329.09	\$0.00
5.45 ELEVATION DETAILS FOR TOLLING EQUIPMENT - 2 PER TOLLING LOCATION	\$22,886.06	\$0.00	\$0.00	\$22,886.06	\$0.00
5.46 PLAN DETAILS - TOLLING EQUIPMENT	\$11,443.03	\$0.00	\$0.00	\$11,443.03	\$0.00
<b>5.5 FIBER OPTIC NETWORK DETAILS</b>					
5.52 SYSTEM LAYOUT - TOLLING EQUIPMENT	\$19,924.87	\$0.00	\$0.00	\$19,924.87	\$0.00
5.53 EQUIPMENT CABINET DIAGRAMS - TOLLING	\$19,924.87	\$0.00	\$0.00	\$19,924.87	\$0.00
5.55 FIBER OPTIC SPLICE CHART - TOLLING	\$19,924.87	\$0.00	\$0.00	\$19,924.87	\$0.00



Project: HCRMA ITS AND TOLL PS&E  
 Limits: SH 365 Segments 1, 2 and 3  
 CSJ:  
 County: Hidalgo  
 Invoice Date 06/03/2016

Bill Through: 5/31/2016  
 Client: HCRMA  
 Contract: ITS & Tolling Design Services  
 WA No.: 4  
 Invoice No.: 20162749

5.56 FIBER OPTIC SPLICER CHART - ITS	\$22,010.04	\$0.00	0.00%	\$0.00	0.00%	\$22,010.04	\$0.00
5.6 DYNAMIC MESSAGE SIGNS							
5.61 DYNAMIC MESSAGE SIGNS (DMS) CROSS ELEVATION DETAILS	\$13,861.25	\$0.00	0.00%	\$0.00	0.00%	\$13,861.25	\$0.00
5.62 DYNAMIC MESSAGE SIGNS (DMS) CROSS ATTACHMENT DETAILS	\$2,418.22	\$0.00	0.00%	\$0.00	0.00%	\$2,418.22	\$0.00
5.7 ORIGIN DESTINATION - AVERAGE SPEED FOR INCIDENT MANAGEMENT							
5.75 SPLICER CHART	\$8,373.78	\$0.00	0.00%	\$0.00	0.00%	\$8,373.78	\$0.00
5.8 MISCELLANEOUS DETAILS							
5.81 GROUND BOX DETAILS	\$2,880.32	\$0.00	0.00%	\$0.00	0.00%	\$2,880.32	\$0.00
5.82 TRENCH CONDUIT DETAILS	\$2,880.32	\$0.00	0.00%	\$0.00	0.00%	\$2,880.32	\$0.00
5.83 BRIDGE CONDUIT DETAILS	\$2,880.32	\$0.00	0.00%	\$0.00	0.00%	\$2,880.32	\$0.00
5.84 FIBER OPTIC MARKER LAYOUT	\$1,440.16	\$0.00	0.00%	\$0.00	0.00%	\$1,440.16	\$0.00
5.85 ILLUMINATION CONTOUR LIGHTING - TOLL GANTRIES, APPROACHES TO TOLLING AREA	\$10,392.94	\$0.00	0.00%	\$0.00	0.00%	\$10,392.94	\$0.00
5.86 ILLUMINATION DESIGN - TOLL GANTRIES, APPROACHES TO TOLLING AREA	\$20,743.87	\$0.00	0.00%	\$0.00	0.00%	\$20,743.87	\$0.00
5.87 LARGE GROUND MOUNTED SIGN STRUCTURE DESIGN	\$5,820.55	\$0.00	0.00%	\$0.00	0.00%	\$5,820.55	\$0.00
5.88 LARGE GUIDE SIGN PANEL DETAILS	\$6,978.63	\$0.00	0.00%	\$0.00	0.00%	\$6,978.63	\$0.00
5.9 UTILITY COORDINATION							
5.91 ELECTRIC SERVICES - ITS, TOLLING, ILLUMINATION, SIGNALS	\$21,361.60	\$0.00	0.00%	\$0.00	0.00%	\$21,361.60	\$0.00
5.92 COMMUNICATION - ITS	\$21,361.60	\$0.00	0.00%	\$0.00	0.00%	\$21,361.60	\$0.00
DIRECT EXPENSES	\$3,567.80	\$0.00	0.00%	\$0.00	10.00%	\$3,567.80	\$356.78
<b>SUBTOTAL - TEDSI INFRASTRUCTURE GROUP, INC</b>	<b>\$635,774.33</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$28,018.63</b>	<b>4.41%</b>	<b>\$607,755.70</b>	<b>\$28,018.63</b>

JIM ENGINEERING, LLC

<b>PROJECT MANAGEMENT</b>							
PREPARATION OF INVOICES AND PROGRESS REPORTS (TOTAL = 4 EA)	\$2,393.16	\$0.00	0.00%	\$358.97	15.00%	\$2,034.19	\$358.97
DEVELOP PDF OF WORK FOR BACKUP ON INVOICES (TOTAL = 4 EA)	\$1,767.92	\$0.00	0.00%	\$285.19	15.00%	\$1,502.73	\$285.19
<b>5.1 GENERAL</b>							
GENERAL NOTES ITS - 90% - 100% PS&E	\$3,557.46	\$0.00	0.00%	\$0.00	0.00%	\$3,557.46	\$0.00
5.19-9 CONSTRUCTION COST ESTIMATE - 60% PS&E	\$3,665.28	\$0.00	0.00%	\$0.00	0.00%	\$3,665.28	\$0.00
5.19-10 CONSTRUCTION COST ESTIMATE - 90% PS&E	\$3,665.28	\$0.00	0.00%	\$0.00	0.00%	\$3,665.28	\$0.00
5.19-11 CONSTRUCTION COST ESTIMATE - 100% PS&E	\$1,832.64	\$0.00	0.00%	\$0.00	0.00%	\$1,832.64	\$0.00
5.19-12 SPECIFICATIONS - 90% PS&E	\$13,636.92	\$0.00	0.00%	\$0.00	0.00%	\$13,636.92	\$0.00
5.19-13 SPECIFICATIONS - 100% PS&E	\$1,832.64	\$0.00	0.00%	\$0.00	0.00%	\$1,832.64	\$0.00
5.19-14 PREPARE CONSTRUCTION SCHEDULE - 90% PS&E	\$7,438.32	\$0.00	0.00%	\$0.00	0.00%	\$7,438.32	\$0.00
5.19-15 PREPARE CONSTRUCTION SCHEDULE - 100% PS&E	\$1,185.84	\$0.00	0.00%	\$0.00	0.00%	\$1,185.84	\$0.00
5.19-16 QA-QC 30% SUBMITTAL SCHEMATIC	\$10,025.40	\$0.00	0.00%	\$0.00	0.00%	\$10,025.40	\$0.00
5.19-17 QA-QC 60% SUBMITTAL PS&E	\$10,025.40	\$0.00	0.00%	\$0.00	0.00%	\$10,025.40	\$0.00
5.19-18 QA-QC 90% SUBMITTAL PS&E	\$5,012.70	\$0.00	0.00%	\$0.00	0.00%	\$5,012.70	\$0.00
5.19-19 QA-QC 100% SUBMITTAL PS&E	\$3,941.80	\$0.00	0.00%	\$0.00	0.00%	\$3,941.80	\$0.00
<b>5.5 FIBER OPTIC NETWORK DETAILS</b>							
5.51 SYSTEM LAYOUT - ITS EQUIPMENT	\$24,524.90	\$0.00	0.00%	\$0.00	0.00%	\$24,524.90	\$0.00
5.54 EQUIPMENT CABINET DIAGRAMS - ITS	\$24,524.90	\$0.00	0.00%	\$0.00	0.00%	\$24,524.90	\$0.00
<b>5.7 ORIGIN DESTINATION - AVERAGE SPEED FOR INCIDENT MANAGEMENT</b>							
5.71 ORIGIN DESTINATION (OD), AVERAGE SPEED FOR INCIDENT MANAGEMENT LAYOUTS	\$14,254.08	\$0.00	0.00%	\$0.00	0.00%	\$14,254.08	\$0.00
5.72 ELECTRICAL SERVICE DATA	\$1,908.09	\$0.00	0.00%	\$0.00	0.00%	\$1,908.09	\$0.00
5.73 SYSTEM LAYOUT	\$6,274.08	\$0.00	0.00%	\$0.00	0.00%	\$6,274.08	\$0.00
5.74 EQUIPMENT CABINET DIAGRAMS	\$9,572.82	\$0.00	0.00%	\$0.00	0.00%	\$9,572.82	\$0.00
<b>5.8 MISCELLANEOUS DETAILS</b>							
5.89 ELECTRICAL SERVICE DATA ITS/TOLLING	\$3,654.48	\$0.00	0.00%	\$0.00	0.00%	\$3,654.48	\$0.00
5.89-1 TOLL GANTRIES LIGHTNING PROTECTION - RAMP	\$9,556.62	\$0.00	0.00%	\$0.00	0.00%	\$9,556.62	\$0.00
5.89-2 TOLL GANTRIES LIGHTNING PROTECTION - MAIN LANE	\$11,790.81	\$0.00	0.00%	\$0.00	0.00%	\$11,790.81	\$0.00
5.89-3 TOLL GANTRIES LIGHTNING PROTECTION DETAILS	\$2,463.27	\$0.00	0.00%	\$0.00	0.00%	\$2,463.27	\$0.00
5.89-4 ELECTRICAL NOTES	\$4,859.16	\$0.00	0.00%	\$0.00	0.00%	\$4,859.16	\$0.00
DIRECT EXPENSES	\$164,393.97	\$0.00	0.00%	\$407.50	25.00%	\$163,986.47	\$407.50
<b>SUBTOTAL - JIM ENGINEERING, LLC</b>	<b>\$820,166.30</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$29,050.29</b>	<b>3.54%</b>	<b>\$767,000.61</b>	<b>\$29,050.29</b>

<b>GRAND TOTAL</b>	<b>\$820,166.30</b>	<b>\$0.00</b>	<b>0.00%</b>	<b>\$29,050.29</b>	<b>3.54%</b>	<b>\$767,000.61</b>	<b>\$29,050.29</b>
<b>TOTAL THIS INVOICE =</b>							<b>\$29,050.29</b>





HCRMA ITS & TOLL PS&E  
 WORK AUTHORIZATION NO. 4  
 EXHIBIT C  
 Work Schedule



ID	Task Name	Duration	Start	Finish	2016															
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec								
30	5.2 CIVIL IMPROVEMENTS	94 days	Wed 5/18/16	Mon 9/26/16	5/18															
31	5.21 SH 365 MAIN LANE GANTRIES	94 days	Wed 5/18/16	Mon 9/26/16	5/18															
32	5.22 SH 365 RAMP GANTRIES	94 days	Wed 5/18/16	Mon 9/26/16	5/18															
33	5.23 EARTHWORKS	94 days	Wed 5/18/16	Mon 9/26/16	5/18															
34	5.24 CROSS-SECTIONS	94 days	Wed 5/18/16	Mon 9/26/16	5/18															
35	5.25 MISC ROADWAY DETAILS	94 days	Wed 5/18/16	Mon 9/26/16	5/18															
36	5.3 ITS AND TOLLING LAYOUTS	94 days	Wed 5/18/16	Mon 9/26/16	5/18															
37	5.31 SH 365	94 days	Wed 5/18/16	Mon 9/26/16	5/18															
38	5.32 BSIF CONNECTOR	94 days	Wed 5/18/16	Mon 9/26/16	5/18															
39	5.33 US 281	94 days	Wed 5/18/16	Mon 9/26/16	5/18															
40	5.34 INTERSECTION LAYOUTS (SIGNALIZED INTERSECTIONS)	94 days	Wed 5/18/16	Mon 9/26/16	5/18															
41	5.4 TOLL GANTRY DETAILS	94 days	Wed 5/18/16	Mon 9/26/16	5/18															
42	MAIN LANE GANTRIES OVERHEAD SIGN BRIDGE (OSB) STRUCTURES - 4 GANTRIES, 2 OSB/GANTRY	94 days	Wed 5/18/16	Mon 9/26/16	5/18															
43	5.41 ELEVATION DETAILS FOR OSB - 2 PER TOLLING LOCATION	94 days	Wed 5/18/16	Mon 9/26/16	5/18															
44	5.42 ELEVATION DETAILS FOR TOLLING EQUIPMENT - 2 PER TOLLING LOCATION	94 days	Wed 5/18/16	Mon 9/26/16	5/18															
45	5.43 PLAN DETAILS - TOLLING EQUIPMENT	94 days	Wed 5/18/16	Mon 9/26/16	5/18															
46	RAMP GANTRIES CANTILEVER OVERHEAD SIGN STRUCTURES (COSS) - 5 GANTRIES, 2 COSS/GANTRY	94 days	Wed 5/18/16	Mon 9/26/16	5/18															
47	5.44 ELEVATION DETAILS FOR COSS - 2 PER TOLLING LOCATION	94 days	Wed 5/18/16	Mon 9/26/16	5/18															
48	5.45 ELEVATION DETAILS FOR TOLLING EQUIPMENT - 2 PER TOLLING LOCATION	94 days	Wed 5/18/16	Mon 9/26/16	5/18															
49	5.46 PLAN DETAILS - TOLLING EQUIPMENT	94 days	Wed 5/18/16	Mon 9/26/16	5/18															
50	5.5 FIBER OPTIC NETWORK DETAILS	94 days	Wed 5/18/16	Mon 9/26/16	5/18															
51	5.52 SYSTEM LAYOUT - TOLLING EQUIPMENT	94 days	Wed 5/18/16	Mon 9/26/16	5/18															
52	5.53 EQUIPMENT CABINET DIAGRAMS - TOLLING	94 days	Wed 5/18/16	Mon 9/26/16	5/18															
53	5.55 FIBER OPTIC SPLICE CHART - TOLLING	94 days	Wed 5/18/16	Mon 9/26/16	5/18															
54	5.56 FIBER OPTIC SPLICE CHART - ITS	94 days	Wed 5/18/16	Mon 9/26/16	5/18															
55	5.6 DYNAMIC MESSAGE SIGNS	94 days	Wed 5/18/16	Mon 9/26/16	5/18															
56	5.61 DYNAMIC MESSAGE SIGNS (DMS) COSS ELEVATION DETAILS	94 days	Wed 5/18/16	Mon 9/26/16	5/18															
57	5.62 DYNAMIC MESSAGE SIGNS (DMS) COSS ATTACHMENT DETAILS	94 days	Wed 5/18/16	Mon 9/26/16	5/18															
58	5.7 ORIGIN DESTINATION - AVERAGE SPEED FOR INCIDENT MANAGEMENT	94 days	Wed 5/18/16	Mon 9/26/16	5/18															





**HCRMA ITS & TOLL PS&E  
WORK AUTHORIZATION NO. 4  
EXHIBIT C  
Work Schedule**



ID	Task Name	Duration	Start	Finish	2016													
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec						
89	5.5 FIBER OPTIC NETWORK DETAILS	94 days	Wed 5/18/16	Mon 9/26/16	5/18													
90	5.51 SYSTEM LAYOUT - ITS EQUIPMENT	94 days	Wed 5/18/16	Mon 9/26/16	5/18													
91	5.54 EQUIPMENT CABINET DIAGRAMS - ITS	94 days	Wed 5/18/16	Mon 9/26/16	5/18													
92	5.7 ORIGIN DESTINATION - AVERAGE SPEED FOR INCIDENT MANAGEMENT	94 days	Wed 5/18/16	Mon 9/26/16	5/18													
93	5.71 ORIGIN DESTINATION (OD), AVERAGE SPEED FOR INCIDENT MANAGEMENT LAYOUTS	94 days	Wed 5/18/16	Mon 9/26/16	5/18													
94	5.72 ELECTRICAL SERVICE DATA	94 days	Wed 5/18/16	Mon 9/26/16	5/18													
95	5.73 SYSTEM LAYOUT	94 days	Wed 5/18/16	Mon 9/26/16	5/18													
96	5.74 EQUIPMENT CABINET DIAGRAMS	94 days	Wed 5/18/16	Mon 9/26/16	5/18													
97	5.8 MISCELLANEOUS DETAILS	94 days	Wed 5/18/16	Mon 9/26/16	5/18													
98	5.89 ELECTRICAL SERVICE DATA ITS/TOLLING	94 days	Wed 5/18/16	Mon 9/26/16	5/18													
99	5.89-1 TOLL GANTRIES LIGHTNING PROTECTION - RAMP	94 days	Wed 5/18/16	Mon 9/26/16	5/18													
100	5.89-2 TOLL GANTRIES LIGHTNING PROTECTION - MAIN LANE	94 days	Wed 5/18/16	Mon 9/26/16	5/18													
101	5.89-3 TOLL GANTRIES LIGHTNING PROTECTION DETAILS	94 days	Wed 5/18/16	Mon 9/26/16	5/18													
102	5.89-4 ELECTRICAL NOTES	94 days	Wed 5/18/16	Mon 9/26/16	5/18													





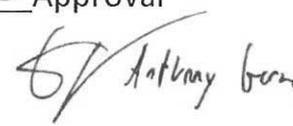
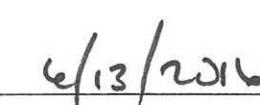
# HCRMA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## REQUEST FOR RECOMMENDATION ON PAYMENT

To: Dannenbaum Engineering  
 Attn: Louis Jones, HCRMA Project Manager  
 1109 Nolana Loop, Suite 208  
 McAllen, Texas 78504

Month and Year	05/02/16 to 05/29/16	
Contractor	Atkins	
Project/WA	SH 365	
Invoice #	1839049	Date: 6/3/16
Amount	\$ 22,525.47	
Date Sent	6/6/16	

Date Received	
Received by	
Recommendation:	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Disapproval
Comments:	<i>Anthony Jones 6/8/16</i>
	
Louis Jones, HCRMA Program Manager	Date <u>6/8/16</u>
Recommendation:	<input checked="" type="checkbox"/> Approval <input type="checkbox"/> Disapproval
Comments:	
	
Pilar Rodriguez, Executive Director	Date <u>6/13/2016</u>



Atkins North America, Inc.  
6504 Bridge Point Parkway, Suite 200  
Austin, Texas 78730

Telephone: +1.512.327.6840  
Fax: +1.512.327.2453

[www.atkinsglobal.com/northamerica](http://www.atkinsglobal.com/northamerica)

June 3, 2016

Ms. Flor Koll  
Hidalgo County Regional Mobility Authority (HCRMA)  
P.O. Box 1766  
Pharr, Texas 78577  
VIA EMAIL: [fkoll@hcrma.net](mailto:fkoll@hcrma.net)

RE: **May 2016 Invoice**  
State Highway 365 (SH 365)

(Project No. 100020726)

Dear Ms. Koll:

As you are aware, notice to proceed for Supplemental Agreement 06 in the amount of **\$104,121.00** was issued on 10/02/14; therefore the new contract amount for the SH 365 project is now **\$1,105,643.57**. The total contract value (including the US 281/Military Highway Overpass Project) is \$1,153,243.90.

Enclosed please find the invoice and progress report for work completed for the period 05/02/2016 through 05/29/2016. The total amount due for this period is **\$22,525.47**.

If you have any questions or need additional information, please contact me directly at (512) 342-3332.

Sincerely,

Susan Patterson  
Project Manager

Enclosures

cc: Project File



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## PROGRESS REPORT

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**To** Flor Koll (HCRMA)  
**From** Susan Patterson  
**Date** June 3, 2016  
**Project** State Highway 365 (SH 365) [Atkins Project No: 100020726]  
**Reference** Environmental Progress Report (For Period: 5/2/2016 – 05/29/2016)

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Task	Description	Progress Report
SH 365 Environmental Assessment		
1.0	Project Management & Administration	Invoicing and coordination
2.0	Agency Coordination & Public Involvement	Task complete
3.0	Right of Entry	Task complete
4.0	Environmental Classification Letter	Task complete
5.0	Environmental Document	Task complete
6.0	Section 404 Delineation	Section 404 permit coordination. 5/17/16 – Conducted site visit on Sakai Property for mitigation plan revisions. 5/27/16 – Submitted draft responses to comments from USACE Individual Permit Public Notice.
7.01	Archaeology	Task complete; final billing on this task.
7.02	Historic Resources	Task complete; final billing on this task.
8.0	IBWC Permit	No associated budget
9.0	Section 4(f) Evaluation	Task complete; final billing on this task.
10.0	Archaeology Survey Reports	Task complete
15.0	Expenses	Section 404 permit coordination
16.0	Subconsultant (CMEC)	Task complete
SH 365 Early ROW Acquisition Document		
20.01	SA05 NFCE	No action
20.99	SA05 NFCE Expenses	No action

# ATKINS

Hidalgo County RMA  
Attn: Flor Koll  
P.O. Box 1766  
Pharr, TX 78577

Invoice Date: June 03, 2016  
Project #: 100020726  
Invoice #: 1839049

Project Description : HCRMA SH 365  
Invoice Comments:  
Invoicing Period : May 02, 2016 to May 29, 2016

**Basic Services**  
Lump Sum

**Current**  
22,525.47

**Total Invoice**

**22,525.47**

**Total Due this Invoice**

Contract Amount : 1,105,643.57  
Previous Billed: 1,017,625.39  
Billed to Date 1,040,150.86  
Contract Balance : 65,492.71

USD 22,525.47  
Pay ↑  
1-1-2  
6/13/2016

Remit to:  
Atkins North America, Inc  
PO Box 848176  
Dallas, TX 75284-8176  
Tax ID: 59-0896138

Wire Payments: Routing No. 026009593, Acct No 005481516927  
ACH EFT Payments: ABA Routing 063100277, Acct No 005481516927

Hidalgo County RMA  
SH 365/ENV Services726

Project Number 100020726  
Invoice Number 1839049  
Date 03-JUN-16

Task Number	Task Name	Contract Fee	Percent Complete	Total Earned	Previous Earned	Current Billing
01	Project Management &	122,484.68	99.1	121,382.31	121,259.82	122.49
02	Agency Coord & Publi	28,356.30	100	28,356.30	28,356.30	
03	Right of Entry	18,173.36	100	18,173.36	18,173.36	
04	ENV Classification	16,636.75	100	16,636.75	16,636.75	
05	ENV Document	215,638.22	100	215,638.22	215,638.22	
06	Section 404 Delineat	68,618.09	99.61	68,348.71	59,822.55	8,526.16
07	Cultural Resources	328,772.05	100	328,772.05	328,772.04	0.01
08	IBWC Permit					
09	Section 4(f) Evaluat	14,696.53	100	14,696.53	14,696.53	
10	Archaeology Survey R	21,186.91	100	21,186.91	21,186.90	0.01
15	Expenses	186,832.84	90	168,149.56	154,272.76	13,876.80
16	Subconsultant	34,390.14	100	34,390.14	34,390.14	
20	SA05 Early ROW CE	49,857.70	8.87	4,420.02	4,420.02	
TOTAL		1,106,643.57		1,040,150.86	1,017,625.39	22,525.47

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
PAYMENT SUMMARY

Foremost Paving, Inc  
Construction Services  
US 281/Military Highway Overpass/BSIF Connector  
Contract Amount: \$19,432,169.76  
Awarded: 12/15/2015 - Resolution 2015-89

Billing Date	Invoice No.	Billing Amount	Invoice	Contract Amount Paid	Contract Amount Remaining
3/21/2016	1	\$0.00	5/31/2016	\$1,797,555.10	\$17,634,614.66
4/27/2016	2	\$1,026,500.00	5/24/2016		
			3		
			4		
				\$19,432,169.76	

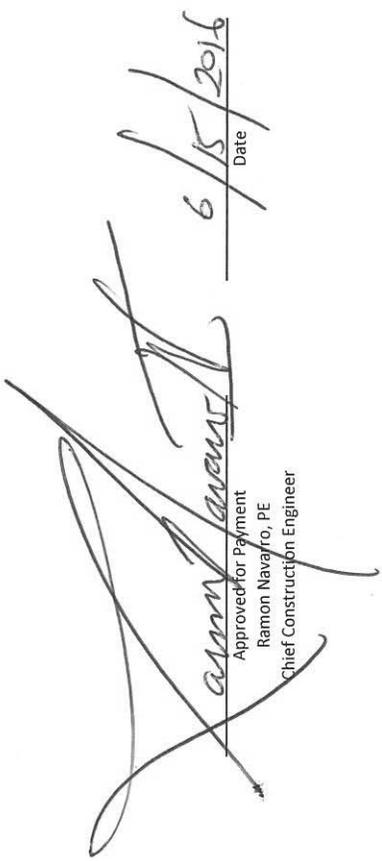
Amount Approved for Payment

CO#1 \$6,623.32 Approved 4/26/2016 Resolution 2016-72 Protective slab for Kebo Gas Line



Approved for Payment  
Pilar Rodriguez, PE  
Executive Director

6/15/2016  
Date



Approved for Payment  
Ramon Navarro, PE  
Chief Construction Engineer

6/15/2016  
Date



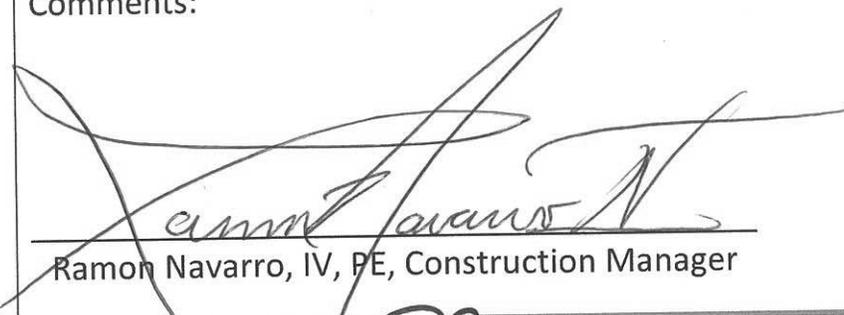
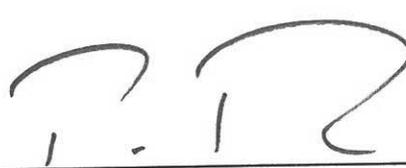
# HCRMA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## REQUEST FOR RECOMMENDATION ON PAYMENT

To: Pilar Rodriguez, Executive Director

Month and Year	May 2016	
Contractor	Foremost Paving, Inc.	
Project/WA	US281 - 0220-01-023 ETC	
Invoice #	4	Date: 06/09/2016
Amount	\$ 760,403.60	
Date Sent	06/09/2016	

Date Received		
Received by		
Recommendation:	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Disapproval
Comments:		
		<u>6/9/2016</u>
Ramon Navarro, IV, PE, Construction Manager		Date
Recommendation:	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Disapproval
Comments:		
		<u>6/15/2016</u>
Pilar Rodriguez, Executive Director		Date

Please return this form via email to [fkoll@hcrma.net](mailto:fkoll@hcrma.net)



# Hidalgo County Regional Mobility Authority

## Payment Invoice

### 0220-01-023 ETC

**Description:** County: HIDALGO  
 Type: WIDEN 4 LANE RURAL TO 6 LANES  
 Time: 535 WORKING DAYS  
 Highway: US 281  
 Length: 1.84  
 From: 0.45 Mi E of SP 600 (Cage Blvd.)

**Payment Number:** 4  
**Pay Period:** 05/01/2016 to 05/31/2016  
**Approval Date:** 06/21/2016

**Prime Contractor:** Foremost Paving Inc.  
 P.O. Box 29  
 Weslaco, Texas  
 78599  
**Payment Status:** Approved  
**Awarded Project Amount:** \$19,425,546.44  
**Authorized Amount:** \$19,425,546.44

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
<b>Section - 1 US 281</b>					
0070	110-6001 EXCAVATION (ROADWAY)	CY	8,912.00	\$4.000	\$35,648.00
0080	132-6006 EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	1,436.00	\$8.000	\$11,488.00
0290	400-6003 STRUCT EXCAV (PIPE)	CY	227.00	\$38.000	\$8,626.00
0310	400-6006 CUT & RESTORING PAV	SY	71.00	\$125.000	\$8,875.00
0320	400-6011 SAND BACKFILL	CY	364.00	\$16.000	\$5,824.00
0330	402-6001 TRENCH EXCAVATION PROTECTION	LF	1,000.00	\$1.000	\$1,000.00
0440	422-6001 REINF CONC SLAB	SF	420.00	\$14.000	\$5,880.00
0550	464-6039 RC PIPE (CL III)(24 IN)(SPL)	LF	616.00	\$58.000	\$35,728.00
0570	464-6041 RC PIPE (CL III)(36 IN)(SPL)	LF	100.00	\$100.000	\$10,000.00
0770	496-6007 REMOV STR (PIPE)	LF	120.00	\$12.000	\$1,440.00

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
0780	500-6001	LS	0.25	\$903,000.000	\$225,750.00
	MOBILIZATION				
0790	502-6001	MO	1.00	\$2,500.000	\$2,500.00
	BARRICADES, SIGNS AND TRAFFIC HANDLING				
0820	506-6021	SY	216.00	\$30.000	\$6,480.00
	CONSTRUCTION EXITS (INSTALL) (TY 2)				
1390	644-6076	EA	18.00	\$50.000	\$900.00
	REMOVE SM RD SN SUP&AM				
2010	1008-6001	LF	420.00	\$44.000	\$18,480.00
	PRSSR IRRIG PVC PIPE (18")				
2020	1008-7001	LF	460.00	\$75.000	\$34,500.00
	PRESS IRRIG PVC (15 IN)				
2030	1008-6002	EA	120.00	\$130.000	\$15,600.00
	PRSSR IRRIG PVC PIPE (24")				
				<b>Section Totals:</b>	<b>\$428,719.00</b>
<b>Section - 2 BSIF</b>					
2120	110-6001	CY	7,541.30	\$4.000	\$30,165.20
	EXCAVATION (ROADWAY)				
2130	132-6006	CY	1,410.00	\$8.000	\$11,280.00
	EMBANKMENT (FINAL)(DENS CONT)(TY C)				
2200	260-6011	SY	14,461.41	\$3.000	\$43,384.23
	LIME TRT (EXST MATL) (12")				
2220	260-6043	TON	282.59	\$127.000	\$35,888.93
	LIME (HYD, COM OR QK)(SLURRY)				
2270	400-6003	CY	281.00	\$38.000	\$10,678.00
	STRUCT EXCAV (PIPE)				
2280	400-6011	CY	741.50	\$16.000	\$11,864.00
	SAND BACKFILL				
2290	402-6001	LF	198.00	\$1.000	\$198.00
	TRENCH EXCAVATION PROTECTION				
2320	464-6038	LF	272.00	\$54.000	\$14,688.00
	RC PIPE (CL III)(18 IN)(SPL)				
2330	464-6039	LF	40.00	\$58.000	\$2,320.00
	RC PIPE (CL III)(24 IN)(SPL)				
2350	467-6363	EA	10.00	\$1,000.000	\$10,000.00
	SET (TY II) (18 IN) (RCP) (6: 1) (P)				
2360	496-6007	LF	112.00	\$12.000	\$1,344.00
	REMOV STR (PIPE)				
2370	496-6018	EA	3.00	\$1,500.000	\$4,500.00
	REMOVE STR (CONC)				
2380	500-6001	LS	0.25	\$97,000.000	\$24,250.00
	MOBILIZATION				
2670	1008-7001	LF	198.00	\$75.000	\$14,850.00
	PRESS IRRIG PVC (15 IN)				



# Hidalgo County Regional Mobility Authority

## Payment Invoice by Fund Package

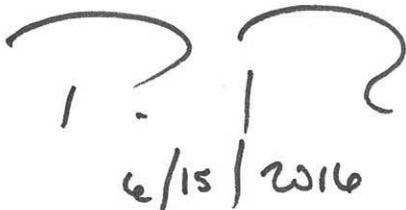
### 0220-01-023 ETC

#### Summary

<b>Current Approved Work:</b>	\$686,659.36	<b>Approved Work To Date:</b>	\$1,723,810.86
<b>HCRMA:</b>	\$257,940.36	<b>HCRMA:</b>	\$454,724.36
<b>TXDOT:</b>	\$428,719.00	<b>TXDOT:</b>	\$1,269,086.50
<b>Stockpile Advancement:</b>	\$73,744.24	<b>Stockpile Advancement To Date:</b>	\$73,744.24
<b>Current Retainage:</b>	\$0.00	<b>Retainage To Date:</b>	\$0.00
<b>Current Retainage Released:</b>	\$0.00	<b>Retainage Released To Date:</b>	\$0.00
<b>Stockpile Recovery:</b>	\$0.00	<b>Stockpile Recovery To Date:</b>	\$0.00
<b>Current Liquidated Damages:</b>	\$0.00	<b>Liquidated Damages To Date:</b>	\$0.00
<b>Current Adjustment:</b>	\$0.00	<b>Adjustments To Date:</b>	\$0.00
<b>Current Taxes:</b>	\$0.00	<b>Taxes To Date:</b>	\$0.00
<b>Current Payment:</b>	\$760,403.60	<b>Payments To Date:</b>	\$1,797,555.10

  
\_\_\_\_\_  
**Project Manager** 6/10/2016  
**Date**

  
\_\_\_\_\_  
**Stakeholder** 6/10/2016  
**Date**

  
6/15/2016

# HCRMA

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
<b>Section - 2 BSIF</b>					
2120	110-6001	CY	7,541.30	\$4.000	\$30,165.20
	EXCAVATION (ROADWAY)				
2130	132-6006	CY	1,410.00	\$8.000	\$11,280.00
	EMBANKMENT (FINAL)(DENS CONT)(TY C)				
2200	260-6011	SY	14,461.41	\$3.000	\$43,384.23
	LIME TRT (EXST MATL) (12")				
2220	260-6043	TON	282.59	\$127.000	\$35,888.93
	LIME (HYD, COM OR QK)(SLURRY)				
2270	400-6003	CY	281.00	\$38.000	\$10,678.00
	STRUCT EXCAV (PIPE)				
2280	400-6011	CY	741.50	\$16.000	\$11,864.00
	SAND BACKFILL				
2290	402-6001	LF	198.00	\$1.000	\$198.00
	TRENCH EXCAVATION PROTECTION				
2320	464-6038	LF	272.00	\$54.000	\$14,688.00
	RC PIPE (CL III)(18 IN)(SPL)				
2330	464-6039	LF	40.00	\$58.000	\$2,320.00
	RC PIPE (CL III)(24 IN)(SPL)				
2350	467-6363	EA	10.00	\$1,000.000	\$10,000.00
	SET (TY II) (18 IN) (RCP) (6: 1) (P)				
2360	496-6007	LF	112.00	\$12.000	\$1,344.00
	REMOV STR (PIPE)				
2370	496-6018	EA	3.00	\$1,500.000	\$4,500.00
	REMOVE STR (CONC)				
2380	500-6001	LS	0.25	\$97,000.000	\$24,250.00
	MOBILIZATION				
2670	1008-7001	LF	198.00	\$75.000	\$14,850.00
	PRESS IRRIG PVC (15 IN)				
2690	1007-7001	EA	3.00	\$2,200.000	\$6,600.00
	IRRIGATION VALVE (12")				
2700	1007-6005	EA	2.00	\$11,000.000	\$22,000.00
	IRRIGATION WELL (30")				
2710	1008-6001	EA	95.00	\$44.000	\$4,180.00
	PRSSR IRRIG PVC PIPE (18")				
2720	1008-6003	EA	375.00	\$26.000	\$9,750.00
	PRSSR IRRIG PVC PIPE (12")				
				<b>HCRMA:</b>	<b>\$257,940.36</b>
				<b>Taxes:</b>	<b>\$0.00</b>
				<b>Total:</b>	<b>\$257,940.36</b>

# TXDOT

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
<b>Section - 1 US 281</b>					
0070	110-6001	CY	8,912.00	\$4.000	\$35,648.00
	EXCAVATION (ROADWAY)				
0080	132-6006	CY	1,436.00	\$8.000	\$11,488.00
	EMBANKMENT (FINAL)(DENS CONT)(TY C)				
0290	400-6003	CY	227.00	\$38.000	\$8,626.00
	STRUCT EXCAV (PIPE)				
0310	400-6006	SY	71.00	\$125.000	\$8,875.00
	CUT & RESTORING PAV				
0320	400-6011	CY	364.00	\$16.000	\$5,824.00
	SAND BACKFILL				
0330	402-6001	LF	1,000.00	\$1.000	\$1,000.00
	TRENCH EXCAVATION PROTECTION				
0440	422-6001	SF	420.00	\$14.000	\$5,880.00
	REINF CONC SLAB				
0550	464-6039	LF	616.00	\$58.000	\$35,728.00
	RC PIPE (CL III)(24 IN)(SPL)				
0570	464-6041	LF	100.00	\$100.000	\$10,000.00
	RC PIPE (CL III)(36 IN)(SPL)				
0770	496-6007	LF	120.00	\$12.000	\$1,440.00
	REMOV STR (PIPE)				
0780	500-6001	LS	0.25	\$903,000.000	\$225,750.00
	MOBILIZATION				
0790	502-6001	MO	1.00	\$2,500.000	\$2,500.00
	BARRICADES, SIGNS AND TRAFFIC HANDLING				
0820	506-6021	SY	216.00	\$30.000	\$6,480.00
	CONSTRUCTION EXITS (INSTALL) (TY 2)				
1390	644-6076	EA	18.00	\$50.000	\$900.00
	REMOVE SM RD SN SUP&AM				
2010	1008-6001	LF	420.00	\$44.000	\$18,480.00
	PRSSR IRRIG PVC PIPE (18")				
2020	1008-7001	LF	460.00	\$75.000	\$34,500.00
	PRESS IRRIG PVC (15 IN)				
2030	1008-6002	EA	120.00	\$130.000	\$15,600.00
	PRSSR IRRIG PVC PIPE (24")				
				<b>TXDOT:</b>	<b>\$428,719.00</b>
				<b>Taxes:</b>	<b>\$0.00</b>
				<b>Total:</b>	<b>\$428,719.00</b>

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
2690	1007-7001 IRRIGATION VALVE (12")	EA	3.00	\$2,200.000	\$6,600.00
2700	1007-6005 IRRIGATION WELL (30")	EA	2.00	\$11,000.000	\$22,000.00
2710	1008-6001 PRSSR IRRIG PVC PIPE (18")	EA	95.00	\$44.000	\$4,180.00
2720	1008-6003 PRSSR IRRIG PVC PIPE (12")	EA	375.00	\$26.000	\$9,750.00
<b>Section Totals:</b>					<b>\$257,940.36</b>
<b>Project Total:</b>					<b>\$686,659.36</b>

## Stockpiles

Stockpile	Advancements		Recoveries	
	Current	To Date	Current	To Date
#1 : SECTION 1 (US-281) PRESS IRRIG PVC (15 IN) 2020: 1008-7001 - PRESS IRRIG PVC (15 IN)	\$2,076.80	\$2,076.80	\$0.00	\$0.00
#2 : SECTION 1 (US-281) PRESS IRRIG PVC (21 IN) 2040: 1008-7002 - PRESS IRRIG PVC (21 IN)	\$2,170.00	\$2,170.00	\$0.00	\$0.00
#3 : SECTION 1 (US-281) CRASH CUSH ATTEN (INSTL) 1070: 545-6001 - CRASH CUSH ATTEN (INSTL)	\$56,764.00	\$56,764.00	\$0.00	\$0.00
#4 : SECTION 2 (BSIF) PRSSR IRRIG PVC PIPE (18") 2710: 1008-6001 - PRSSR IRRIG PVC PIPE (18")	\$12,733.44	\$12,733.44	\$0.00	\$0.00
<b>Totals:</b>	<b>\$73,744.24</b>	<b>\$73,744.24</b>	<b>\$0.00</b>	<b>\$0.00</b>

## Summary

<b>Current Approved Work:</b>	\$686,659.36	<b>Approved Work To Date:</b>	\$1,723,810.86
<b>Stockpile Advancement:</b>	\$73,744.24	<b>Stockpile Advancement To Date:</b>	\$73,744.24
<b>Current Retainage:</b>	\$0.00	<b>Retainage To Date:</b>	\$0.00
<b>Current Retainage Released:</b>	\$0.00	<b>Retainage Released To Date:</b>	\$0.00
<b>Stockpile Recovery:</b>	\$0.00	<b>Stockpile Recovery To Date:</b>	\$0.00
<b>Current Liquidated Damages:</b>	\$0.00	<b>Liquidated Damages To Date:</b>	\$0.00
<b>Current Adjustment:</b>	\$0.00	<b>Adjustments To Date:</b>	\$0.00
<b>Current Taxes:</b>	\$0.00	<b>Taxes To Date:</b>	\$0.00
<b>Current Payment:</b>	\$760,403.60	<b>Payments To Date:</b>	\$1,797,555.10



# Hidalgo County Regional Mobility Authority

## Detailed Payment

0220-01-023 ETC

**Description:** County: HIDALGO  
 Type: WIDEN 4 LANE RURAL TO 6 LANES  
 Time: 535 WORKING DAYS  
 Highway: US 281  
 Length: 1.84  
 From: 0.45 Mi E of SP 600 (Cage Blvd.)

**Payment Number:** 4  
**Pay Period:** 05/01/2016 to 05/31/2016  
**Approval Date:** 06/21/2016

**Prime Contractor:** Foremost Paving Inc.  
 P.O. Box 29  
 Weslaco, Texas 78599

**Payment Status:** Approved  
**Awarded Project Amount:** \$19,425,546.44  
**Authorized Amount:** \$19,425,546.44

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date
<b>Section - 1 US 281</b>										
0010	100-6002 STA PREPARING ROW		\$4,000.000	105.00	0.00	95.00	95.00	95.00	\$0.00	\$380,000.00
0020	104-6009 SY REMOVING CONC (RIPRAP)		\$64.000	25.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0030	104-6017 SY REMOVING CONC (DRIVEWAYS)		\$22.000	288.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0040	104-6022 LF REMOVING CONC (CURB AND GUTTER)		\$3.500	1,646.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date
0050	104-6028 SY	SY	\$15.500	175.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	REMOVING CONC (MISC)									
0060	106-6002 SY	SY	\$4.600	4,399.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	OBLITERATING ABANDONED ROAD									
0070	110-6001 CY	CY	\$4.000	60,439.00	8,912.00	0.00	8,912.00	8,912.00	\$35,648.00	\$35,648.00
	EXCAVATION (ROADWAY)									
0080	132-6006 CY	CY	\$8.000	171,729.00	1,436.00	0.00	1,436.00	1,436.00	\$11,488.00	\$11,488.00
	EMBANKMENT (FINAL)(DENS CONT)(TY C)									
0090	160-6005 CY	CY	\$40.000	50.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	FURNISHING AND PLACING TOPSOIL									
0100	164-6035 SY	SY	\$0.350	67,610.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	DRILL SEEDING (PERM) (RURAL) (CLAY)									
0110	164-6041 SY	SY	\$0.320	67,610.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	DRILL SEEDING (TEMP) (WARM)									
0120	168-6001 MG	MG	\$30.000	1,000.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	VEGETATIVE WATERING									
0130	169-6001 SY	SY	\$0.850	13,008.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	SOIL RETENTION BLANKETS (CL 1) (TY A)									
0140	204-6003 MG	MG	\$1.500	420.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	SPRINKLING (DUST CONTROL)									
0150	247-6225 CY	CY	\$20.000	25,145.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	FL BS (RDWY DEL)(TY E GR 4)(FNAL POS)									
0160	251-6056 CY	CY	\$8.000	5,636.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	RWRK BS MTL(TY B)(8")(DEN CNT)(ORG POS)									
0170	260-6011 SY	SY	\$3.000	125,234.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	LIME TRT (EXST MATL) (12")									
0180	260-6043 TON	TON	\$127.000	2,497.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	LIME (HYD, COM OR QK)(SLURRY)									
0190	260-6055 SY	SY	\$5.000	305.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	LIME TRT (NEW BASE)(22")									
0200	275-6001 TON	TON	\$170.000	1,042.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	CEMENT									

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date
0210	275-6031 SY		\$2,000	109,817.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
CEMENT TREAT (NEW BASE) (10")										
0220	310-6009 GAL		\$4,000	24,735.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
PRIME COAT (MC-30)										
0230	341-6076 TON		\$70,000	20,056.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
D-GR HMA TY B SAC-B PG (64-22)										
0240	346-6014 TON		\$95,000	8,750.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
STONE-MTRX-ASPH SMA-D SAC-A PG76-22										
0250	346-6018 TON		\$90,000	20,046.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
STONE-MTRX-ASPH SMA-D SAC-B PG76-22										
0260	346-7001 TON		\$83,000	11,456.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
STONE-MTRX-ASPH SMA-D SAC-B PG64-22										
0270	354-6041 SY		\$5,000	1,581.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
PLANE ASPH CONC PAV (1.5")										
0280	360-6014 SY		\$82,000	12,995.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
CONC PVMT (CONT REINF - CRCP) (11.5")										
0290	400-6003 CY		\$38,000	846.00	227.00	0.00	227.00	227.00	\$8,626.00	\$8,626.00
STRUCT EXCAV (PIPE)										
0300	400-6005 CY		\$75,000	462.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
CEM STABIL BKFL										
0310	400-6006 SY		\$125,000	185.00	71.00	0.00	71.00	71.00	\$8,875.00	\$8,875.00
CUT & RESTORING PAV										
0320	400-6011 CY		\$16,000	882.00	364.00	0.00	364.00	364.00	\$5,824.00	\$5,824.00
SAND BACKFILL										
0330	402-6001 LF		\$1,000	11,017.00	1,000.00	0.00	1,000.00	1,000.00	\$1,000.00	\$1,000.00
TRENCH EXCAVATION PROTECTION										
0340	416-6001 LF		\$73,000	252.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
DRILL SHAFT (18 IN)										
0350	416-6002 LF		\$140,000	48.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
DRILL SHAFT (24 IN)										
0360	416-6004 LF		\$108,000	1,038.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
DRILL SHAFT (36 IN)										

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date
0370	416-6006 LF DRILL SHAFT (48 IN)	LF	\$450.000	132.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0380	416-6007 LF DRILL SHAFT (54 IN)	LF	\$465.000	77.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0390	416-6008 LF DRILL SHAFT (60 IN)	LF	\$275.000	640.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0400	416-6029 LF DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	\$185.000	40.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0410	420-6013 CY CL C CONC (ABUT)	CY	\$1,000.000	114.80	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0420	420-6029 CY CL C CONC (CAP)	CY	\$800.000	198.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0430	420-6037 CY CL C CONC (COLUMN)	CY	\$1,925.000	75.60	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0440	422-6001 SF REINF CONC SLAB	SF	\$14.000	23,360.00	420.00	0.00	420.00	420.00	\$5,880.00	\$5,880.00
0450	425-6039 LF PRESTR CONC GIRDER (TX54)	LF	\$144.000	2,835.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0460	432-6001 CY RIPRAP (CONC)(4 IN)	CY	\$500.000	588.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0470	432-6002 CY RIPRAP (CONC)(5 IN)	CY	\$460.000	124.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0480	432-6006 CY RIPRAP (CONC)(CL B)	CY	\$1,500.000	1.75	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0490	432-6045 CY RIPRAP (MOW STRIP)(4 IN)	CY	\$640.000	90.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0500	450-6023 LF RAIL (TY SSTR)	LF	\$77.650	656.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0510	454-6001 LF SEALED EXPANSION JOINT (4 IN) (SEJ - A)	LF	\$80.000	158.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0520	464-6025 LF RC PIPE (CL V)(18 IN)	LF	\$55.000	227.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date
0530	RC PIPE (CL V)(48 IN)	LF	\$160.000	227.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0540	RC PIPE (CL III)(18 IN)(SPL)	LF	\$54.000	1,538.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0550	RC PIPE (CL III)(24 IN)(SPL)	LF	\$58.000	1,200.00	616.00	0.00	616.00	616.00	\$35,728.00	\$35,728.00
0560	RC PIPE (CL III)(30 IN)(SPL)	LF	\$65.000	2,877.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0570	RC PIPE (CL III)(36 IN)(SPL)	LF	\$100.000	1,501.00	100.00	0.00	100.00	100.00	\$10,000.00	\$10,000.00
0580	RC PIPE (CL III)(42 IN)(SPL)	LF	\$113.000	1,192.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0590	RC PIPE (CL III)(48 IN)(SPL)	LF	\$128.000	2,011.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0600	RC PIPE (CL III)(54 IN)(SPL)	LF	\$159.000	1,267.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0610	RC PIPE (CL III)(72 IN)(SPL)	LF	\$258.000	443.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0620	RC PIPE (CL V)(72 IN)(SPL)	LF	\$340.000	430.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0630	JCTBOX(COMPL)(PJB)(3FTX3FT)	EA	\$3,700.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0640	JCTBOX(COMPL)(PJB)(4FTX4FT)	EA	\$4,200.000	1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0650	JCTBOX(COMPL)(PJB)(5FTX5FT)	EA	\$5,700.000	5.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0660	JCTBOX(COMPL)(PJB)(8FTX8FT)	EA	\$10,000.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0670	INLET (COMPL)(PCU)(5FT)(NONE)	EA	\$4,500.000	33.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0680	INLET (COMPL)(PCU)(5FT)(LEFT)	EA	\$4,900.000	4.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00

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0690	465-6040 EA	EA	\$5,600.000	5.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	INLET (COMPL)(PCU)(5FT)(BOTH)									
0700	465-6048 EA	EA	\$5,800.000	8.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	INLET (COMPL)(POD)(FG)(3FIX3FT)									
0710	465-7001 EA	EA	\$6,500.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	INLET (COMP) TY F (SPL)									
0720	496-6002 EA	EA	\$600.000	3.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	REMOV STR (INLET)									
0730	496-6003 EA	EA	\$600.000	1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	REMOV STR (MANHOLE)									
0740	496-6004 EA	EA	\$300.000	31.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	REMOV STR (SET)									
0750	496-6005 EA	EA	\$500.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	REMOV STR (WINGWALL)									
0760	496-6006 EA	EA	\$500.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	REMOV STR (HEADWALL)									
0770	496-6007 LF	LF	\$12.000	3,617.00	120.00	0.00	120.00	120.00	\$1,440.00	\$1,440.00
	REMOV STR (PIPE)									
0780	500-6001 LS	LS	\$903,000.000	1.00	0.25	0.50	0.75	0.75	\$225,750.00	\$677,250.00
	MOBILIZATION									
0790	502-6001 MO	MO	\$2,500.000	18.00	1.00	2.00	3.00	3.00	\$2,500.00	\$7,500.00
	BARRICADES, SIGNS AND TRAFFIC HANDLING									
0800	506-6001 LF	LF	\$65.000	76.00	0.00	37.00	37.00	37.00	\$0.00	\$2,405.00
	ROCK FILTER DAMS (INSTALL) (TY 1)									
0810	506-6011 LF	LF	\$30.000	76.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	ROCK FILTER DAMS (REMOVE)									
0820	506-6021 SY	SY	\$30.000	360.00	216.00	0.00	216.00	216.00	\$6,480.00	\$6,480.00
	CONSTRUCTION EXITS (INSTALL) (TY 2)									
0830	506-6024 SY	SY	\$15.000	360.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	CONSTRUCTION EXITS (REMOVE)									
0840	506-6041 LF	LF	\$6.500	885.00	0.00	225.00	225.00	225.00	\$0.00	\$1,462.50
	BIODEG EROSN CONT LOGS (INSTL) (12")									

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0850	506-6043 LF	LF	\$0.750	885.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	BIODEG EROSN CONT LOGS (REMOVE)									
0860	508-6001 SY	SY	\$41.000	7,137.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	CONSTRUCTING DETOURS									
0870	512-6001 LF	LF	\$8.000	9,182.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	PORT CTB (FUR & INST)(SGL SLOPE)(TY 1)									
0880	512-6025 LF	LF	\$3.000	8,722.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	PORT CTB (MOVE)(SGL SLP)(TY 1)									
0890	512-6049 LF	LF	\$7.000	9,182.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	PORT CTB (REMOVE)(SGL SLP)(TY 1)									
0900	514-6001 LF	LF	\$78.000	3,886.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	PERM CTB (SGL SLOPE) (TY 1) (42 )									
0910	514-6004 LF	LF	\$155.000	190.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	PERM CTB (SGL SLOPE) (TY 4) (42 )									
0920	528-6004 SY	SY	\$50.000	2,613.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	LANDSCAPE PAVERS									
0930	529-6003 LF	LF	\$15.000	2,089.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	CONC CURB (TY II A)									
0940	529-7001 LF	LF	\$15.000	2,216.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	CONC CURB & GUTTER (TY II A)									
0950	529-6028 LF	LF	\$10.500	16,196.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	CONC CURB & GUTTER (TY B)(MOUNTABLE)									
0960	529-7002 LF	LF	\$8.250	11,772.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	CONC CURB (TY B) (MOUNTABLE)									
0970	530-6004 SY	SY	\$75.000	212.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	DRIVEWAYS (CONC)									
0980	530-6005 SY	SY	\$21.000	814.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	DRIVEWAYS (ACP)									
0990	531-6004 EA	EA	\$1,350.000	16.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	CURB RAMPS (TY 1)									
1000	536-6002 SY	SY	\$65.000	549.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	CONC MEDIAN									

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1010	540-6001 LF	LF	\$18.750	1,545.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	MTL W-BEAM GD FEN (TIM POST)										
1020	540-6006 EA	EA	\$1,475.000	4.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	MTL BEAM GD FEN TRANS (THRIE-BEAM)										
1030	540-6016 EA	EA	\$850.000	9.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	DOWNSTREAM ANCHOR TERMINAL SECTION										
1040	542-6001 LF	LF	\$2,000	267.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	REMOVE METAL BEAM GUARD FENCE										
1050	544-6001 EA	EA	\$2,090.000	9.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	GUARDRAIL END TREATMENT (INSTALL)										
1060	544-6003 EA	EA	\$385.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	GUARDRAIL END TREATMENT (REMOVE)										
1070	545-6001 EA	EA	\$9,850.000	18.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	CRASH CUSH ATTEN (INSTL)										
1080	545-6003 EA	EA	\$1,450.000	10.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	CRASH CUSH ATTEN (MOVE & RESET)										
1090	545-6005 EA	EA	\$875.000	16.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	CRASH CUSH ATTEN (REMOVE)										
1100	560-6007 EA	EA	\$225.000	6.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	MAILBOX INSTALL-S (WC-POST) TY 3										
1110	560-6013 EA	EA	\$690.000	1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	MAILBOX INSTALL-M (TWW-POST) TY 4										
1120	610-6106 EA	EA	\$1,850.000	8.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	IN RD IL (U/P) (TY 2) (150W EQ) LED										
1130	610-6191 EA	EA	\$3,950.000	19.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	IN RD IL (TY SP) 38S-8-8 (250W EQ) LED										
1140	610-6214 EA	EA	\$2,895.000	5.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	IN RD IL (TY SA) 40T-8 (250W EQ) LED										
1150	618-6016 LF	LF	\$15.000	140.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	CONDT (PVC) (SCH 40) (1")										
1160	618-6023 LF	LF	\$5.000	7,123.50	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	CONDT (PVC) (SCH 40) (2")										

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1170	618-6033 LF	LF	\$10.000	892.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	CONDT (PVC) (SCH 40) (4")										
1180	618-6062 LF	LF	\$15.000	306.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	CONDT (RM) (3/4")										
1190	620-6005 LF	LF	\$1.500	306.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	ELEC CONDR (NO.10) BARE										
1200	620-6006 LF	LF	\$1.600	612.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	ELEC CONDR (NO.10) INSULATED										
1210	620-6007 LF	LF	\$1.400	6,599.50	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	ELEC CONDR (NO.8) BARE										
1220	620-6008 LF	LF	\$1.500	10,961.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	ELEC CONDR (NO.8) INSULATED										
1230	620-6009 LF	LF	\$1.700	329.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	ELEC CONDR (NO.6) BARE										
1240	620-6010 LF	LF	\$1.800	678.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	ELEC CONDR (NO.6) INSULATED										
1250	621-6005 LF	LF	\$1.800	1,663.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	TRAY CABLE (4 CONDR) (12 AWG)										
1260	624-6001 EA	EA	\$520.000	20.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	GROUND BOX TY A (122311)										
1270	624-6002 EA	EA	\$750.000	5.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	GROUND BOX TY A (122311)W/APRON										
1280	624-6007 EA	EA	\$745.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	GROUND BOX TY C (162911)										
1290	628-6050 EA	EA	\$3,850.000	3.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	ELC SRV TY A 240/480 060(NS)SS(T)TP(O)										
1300	628-6300 EA	EA	\$2,150.000	1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	ELC SRV TY T 120/240 000(NS)GS(L)TP(O)										
1310	636-6001 SF	SF	\$20.000	108.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	ALUMINUM SIGNS (TY A)										
1320	636-6003 SF	SF	\$22.000	925.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	ALUMINUM SIGNS (TY O)										

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1330	644-6027 EA	EA	\$505.000	48.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	IN SM RD SN SUP&AM TYS80(1)SA(P)									
1340	644-6030 EA	EA	\$600.000	20.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	IN SM RD SN SUP&AM TYS80(1)SA(T)									
1350	644-6033 EA	EA	\$725.000	3.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	IN SM RD SN SUP&AM TYS80(1)SA(U)									
1360	644-6034 EA	EA	\$885.000	1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	IN SM RD SN SUP&AM TYS80(1)SA(U-1EXT)									
1370	644-6038 EA	EA	\$1,050.000	3.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	IN SM RD SN SUP&AM TYS80(1)SA(U-EXAL)									
1380	644-6064 EA	EA	\$1,605.000	4.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	IN BRIDGE MNT CLEARANCE SGN ASSM(TY N)									
1390	644-6076 EA	EA	\$50.000	33.00	18.00	0.00	18.00	18.00	\$900.00	\$900.00
	REMOVE SM RD SN SUP&AM									
1400	647-6003 EA	EA	\$545.000	1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	REMOVE LRSA									
1410	650-6025 EA	EA	\$21,500.000	1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	INS OH SN SUP(25 FT CANT)									
1420	650-6032 EA	EA	\$24,785.000	3.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	INS OH SN SUP(30 FT CANT)									
1430	650-6038 EA	EA	\$25,750.000	3.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	INS OH SN SUP(35 FT CANT)									
1440	658-6001 EA	EA	\$45.000	26.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	INSTL DEL ASSM (D-SW)SZ 1(FLX)GND									
1450	658-6013 EA	EA	\$19.000	8.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	INSTL DEL ASSM (D-SW)SZ (BRF)CTB									
1460	658-6026 EA	EA	\$19.000	236.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	INSTL DEL ASSM (D-SY)SZ (BRF)CTB									
1470	658-6036 EA	EA	\$53.000	41.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	INSTL DEL ASSM (D-DW)SZ 1(FLX)GND									
1480	658-6048 EA	EA	\$46.000	6.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	INSTL OM ASSM (OM-2Z)(FLX)GND									

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1490	658-6061 EA	EA	\$35.000	19.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	INST DEL ASSM (D-SW) SZ 1 (BRF) GF 2										
1500	662-6004 LF	LF	\$0.480	39,360.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	WK ZN PAV MRK NON-REMOV (W)4"(SLD)										
1510	662-6034 LF	LF	\$0.480	39,800.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)										
1520	662-6050 EA	EA	\$4.000	964.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	WK ZN PAV MRK REMOV (REFL) TY II-A-A										
1530	662-6063 LF	LF	\$0.750	2,310.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	WK ZN PAV MRK REMOV (W)4"(SLD)										
1540	662-6095 LF	LF	\$0.750	2,845.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	WK ZN PAV MRK REMOV (Y)4"(SLD)										
1550	662-6109 EA	EA	\$1.000	1,020.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	WK ZN PAV MRK SHT TERM (TAB)TY W										
1560	662-6111 EA	EA	\$1.000	2,028.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	WK ZN PAV MRK SHT TERM (TAB)TY Y-2										
1570	666-6030 LF	LF	\$1.100	50.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	REFL PAV MRK TY I (W)8"(DOT)(100MIL)										
1580	666-6036 LF	LF	\$1.100	5,459.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	REFL PAV MRK TY I (W)8"(SLD)(100MIL)										
1590	666-6048 LF	LF	\$3.300	351.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	REFL PAV MRK TY I (W)24"(SLD)(100MIL)										
1600	666-6224 LF	LF	\$0.250	5,476.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	PAVEMENT SEALER 4"										
1610	666-6226 LF	LF	\$0.500	2,341.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	PAVEMENT SEALER 8"										
1620	666-6230 LF	LF	\$1.500	264.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	PAVEMENT SEALER 24"										
1630	666-6300 LF	LF	\$0.480	4,280.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)										
1640	666-6303 LF	LF	\$0.480	30,147.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)										

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1650	666-6312 LF		\$0.480	2,000.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)										
1660	666-6315 LF		\$0.480	32,158.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)										
1670	668-6005 LF		\$8.000	140.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	PREFAB PAV MRK TY B (W)4"(BRK)CNTST										
1680	668-6077 EA		\$200.000	23.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	PREFAB PAV MRK TY C (W) (ARROW)										
1690	668-6080 EA		\$400.000	3.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	PREFAB PAV MRK TY C (W) (UTURN ARROW)										
1700	668-6085 EA		\$300.000	18.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	PREFAB PAV MRK TY C (W) (WORD)										
1710	668-6092 EA		\$30.000	45.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	PREFAB PAV MRK TY C (W) (36")(YLD TRI)										
1720	672-6007 EA		\$4.000	147.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	REFL PAV MRKR TY I-C										
1730	672-6008 EA		\$4.000	28.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	REFL PAV MRKR TY I-R										
1740	672-6009 EA		\$4.000	695.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	REFL PAV MRKR TY II-A-A										
1750	672-6010 EA		\$4.000	378.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	REFL PAV MRKR TY II-C-R										
1760	677-6001 LF		\$0.300	11,700.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	ELIM EXT PAV MRK & MRKS (4")										
1770	677-6003 LF		\$0.600	120.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	ELIM EXT PAV MRK & MRKS (8")										
1780	677-6007 LF		\$1.800	640.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	ELIM EXT PAV MRK & MRKS (24")										
1790	677-6008 EA		\$12.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	ELIM EXT PAV MRK & MRKS (ARROW)										
1800	677-6012 EA		\$12.000	1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	ELIM EXT PAV MRK & MRKS (WORD)										

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date
1810	680-6002 EA	EA	\$18,500.000	1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	INSTALL HWY TRF SIG (ISOLATED)									
1820	680-6004 EA	EA	\$2,400.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	REMOVING TRAFFIC SIGNALS									
1830	682-6001 EA	EA	\$175.000	14.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	VEH SIG SEC (12")LED(GRN)									
1840	682-6002 EA	EA	\$175.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	VEH SIG SEC (12")LED(GRN ARW)									
1850	682-6003 EA	EA	\$175.000	14.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	VEH SIG SEC (12")LED(YEL)									
1860	682-6004 EA	EA	\$175.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	VEH SIG SEC (12")LED(YEL ARW)									
1870	682-6005 EA	EA	\$175.000	14.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	VEH SIG SEC (12")LED(RED)									
1880	682-6018 EA	EA	\$465.000	12.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	PED SIG SEC (LED)(COUNTDOWN)									
1890	682-6023 EA	EA	\$75.000	4.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	BACK PLATE (12")(3 SEC)									
1900	684-6010 LF	LF	\$1.800	1,582.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)									
1910	684-6012 LF	LF	\$1.900	3,381.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)									
1920	684-6028 LF	LF	\$1.200	3,039.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)									
1930	686-6035 EA	EA	\$7,200.000	1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	INS TRF SIG PL AM(S)1 ARM(32')LUM									
1940	686-6043 EA	EA	\$9,950.000	1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	INS TRF SIG PL AM(S)1 ARM(40')LUM									
1950	686-6183 EA	EA	\$17,850.000	1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	INS TRF SIG PL AM(S)2 ARM(50-32')LUM									
1960	686-6191 EA	EA	\$18,500.000	1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	INS TRF SIG PL AM(S)2 ARM(50 - 40')LUM									

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date	
1970	687-6001 EA	EA	\$1,050.000	8.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	PED POLE ASSEMBLY										
1980	688-6001 EA	EA	\$805.000	12.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	PED DETECT PUSH BUTTON (APS)										
1990	688-6003 EA	EA	\$3,500.000	1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	PED DETECTOR CONTROLLER UNIT										
2000	688-6004 LF	LF	\$8.000	1,270.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	VEH LP DETECT (SAWCUT)										
2010	1008-6001 LF	LF	\$44.000	420.00	420.00	0.00	420.00	420.00	\$18,480.00	\$18,480.00	
	PRSSR IRRIG PVC PIPE (18")										
2020	1008-7001 LF	LF	\$75.000	680.00	460.00	0.00	460.00	460.00	\$34,500.00	\$34,500.00	
	PRESS IRRIG PVC (15 IN)										
2030	1008-6002 EA	EA	\$130.000	120.00	120.00	0.00	120.00	120.00	\$15,600.00	\$15,600.00	
	PRSSR IRRIG PVC PIPE (24")										
2040	1008-7002 LF	LF	\$123.000	100.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	PRESS IRRIG PVC (21 IN)										
2050	1008-7003 LF	LF	\$213.000	130.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	PRESS IRRIG PVC (30 IN)										
2060	1007-6004 EA	EA	\$10,000.000	1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	IRRIGATION WELL (24")										
2070	464-6026 LF	LF	\$70.000	576.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	RC PIPE (CL V)(24 IN)										
2080	464-6028 LF	LF	\$185.000	112.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	RC PIPE (CL V)(42 IN)										
2090	465-6011 EA	EA	\$8,200.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	JCTBOX(COMPL)(PJB)(6FTX6FT)										
2100	5001-6001 SY	SY	\$1.150	111,633.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	GEOGRID BASE REINFORCEMENT (TY I)										
<b>Section - 2 BSIF</b>									<b>Section Totals:</b>	<b>\$428,719.00</b>	<b>\$1,269,086.50</b>
2110	100-6002 STA	STA	\$4,000.000	36.00	0.00	0.00	36.00	36.00	\$0.00	\$144,000.00	
	PREPARING ROW										

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date
2120	110-6001 CY	CY	\$4.000	7,639.00	7,541.30	0.00	7,541.30	7,541.30	\$30,165.20	\$30,165.20
EXCAVATION (ROADWAY)										
2130	132-6006 CY	CY	\$8.000	2,845.00	1,410.00	0.00	1,410.00	1,410.00	\$11,280.00	\$11,280.00
EMBANKMENT (FINAL)(DENS CONT)(TY C)										
2140	160-6005 CY	CY	\$40.000	50.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
FURNISHING AND PLACING TOPSOIL										
2150	164-6035 SY	SY	\$0.350	18,282.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
DRILL SEEDING (PERM) (RURAL) (CLAY)										
2160	164-6041 SY	SY	\$0.320	18,282.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
DRILL SEEDING (TEMP) (WARM)										
2170	168-6001 MG	MG	\$30.000	500.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
VEGETATIVE WATERING										
2180	204-6003 MG	MG	\$1.500	136.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
SPRINKLING (DUST CONTROL)										
2190	247-6225 CY	CY	\$20.000	757.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
FL BS (RDWY DEL)(TY E GR 4)(FNAL POS)										
2200	260-6011 SY	SY	\$3.000	17,022.00	14,461.41	0.00	14,461.41	14,461.41	\$43,384.23	\$43,384.23
LIME TRT (EXST MATL) (12")										
2210	260-6015 SY	SY	\$3.000	3,403.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
LIME TRT (NEW BASE)(8")										
2220	260-6043 TON	TON	\$127.000	366.00	282.59	0.00	282.59	282.59	\$35,888.93	\$35,888.93
LIME (HYD, COM OR QK)(SLURRY)										
2230	310-6009 GAL	GAL	\$4.000	3,383.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
PRIME COAT (MC-30)										
2240	341-6076 TON	TON	\$70.000	1,849.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
D-GR HMA TY B SAC-B PG (64-22)										
2250	346-6014 TON	TON	\$95.000	354.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
STONE-MTRX-ASPH SMA-D SAC-A PG76-22										
2260	360-6014 SY	SY	\$82.000	12,693.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
CONC PVMT (CONT REINF - CRCP) (11.5")										
2270	400-6003 CY	CY	\$38.000	319.00	281.00	18.00	299.00	299.00	\$10,678.00	\$11,362.00
STRUCT EXCAV (PIPE)										

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date
2280	400-6011	CY	\$16,000	757.00	741.50	15.50	757.00	964.00	\$11,864.00	\$12,112.00
SAND BACKFILL										
2290	402-6001	LF	\$1,000	271.00	198.00	0.00	198.00	198.00	\$198.00	\$198.00
TRENCH EXCAVATION PROTECTION										
2300	416-6029	LF	\$185,000	16.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
DRILL SHAFT (RDWY ILL POLE) (30 IN)										
2310	432-6006	CY	\$1,500,000	0.70	0.00	0.00	0.00	0.00	\$0.00	\$0.00
RIPRAP (CONC)(CL B)										
2320	464-6038	LF	\$54,000	272.00	272.00	0.00	272.00	272.00	\$14,688.00	\$14,688.00
RC PIPE (CL IID)(18 IN)(SPL)										
2330	464-6039	LF	\$58,000	80.00	40.00	40.00	80.00	80.00	\$2,320.00	\$4,640.00
RC PIPE (CL IID)(24 IN)(SPL)										
2340	464-6042	LF	\$113,000	40.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
RC PIPE (CL IID)(42 IN)(SPL)										
2350	467-6363	EA	\$1,000,000	10.00	10.00	0.00	10.00	10.00	\$10,000.00	\$10,000.00
SET (TY II) (18 IN) (RCP) (6: 1) (P)										
2360	496-6007	LF	\$12,000	271.00	112.00	86.00	198.00	198.00	\$1,344.00	\$2,376.00
REMOV STR (PIPE)										
2370	496-6018	EA	\$1,500,000	3.00	3.00	0.00	3.00	3.00	\$4,500.00	\$4,500.00
REMOVE STR (CONC)										
2380	500-6001	LS	\$97,000,000	1.00	0.25	0.50	0.75	0.75	\$24,250.00	\$72,750.00
MOBILIZATION										
2390	502-6001	MO	\$2,500,000	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
BARRICADES, SIGNS AND TRAFFIC HANDLING										
2400	506-6041	LF	\$6,500	300.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
BIODEG EROSN CONT LOGS (INSIL) (12")										
2410	506-6043	LF	\$0,750	300.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
BIODEG EROSN CONT LOGS (REMOVE)										
2420	530-6005	SY	\$21,000	133.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
DRIVEWAYS (ACP)										
2430	618-6023	LF	\$5,000	32.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
CONDT (PVC) (SCH 40) (2")										

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date	
2440	620-6007 LF		\$1.400	32.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	ELEC CONDR (NO.8) BARE										
2450	620-6008 LF		\$1.500	64.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	ELEC CONDR (NO.8) INSULATED										
2460	624-6002 EA		\$750.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	GROUND BOX TY A (122311)W/APRON										
2470	628-6050 EA		\$3,850.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	ELC SRV TY A 240/480 060(NS)SS(T)TP(O)										
2480	644-6027 EA		\$505.000	22.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	IN SM RD SN SUP&AM TYS80(1)SA(P)										
2490	644-6030 EA		\$600.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	IN SM RD SN SUP&AM TYS80(1)SA(T)										
2500	644-6034 EA		\$885.000	1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	IN SM RD SN SUP&AM TYS80(1)SA(U-1EXT)										
2510	644-6038 EA		\$1,050.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	IN SM RD SN SUP&AM TYS80(1)SA(U-EXAL)										
2520	662-6109 EA		\$1.000	88.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	WK ZN PAV MRK SHT TERM (TAB)TY W										
2530	662-6111 EA		\$1.000	118.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	WK ZN PAV MRK SHT TERM (TAB)TY Y-2										
2540	666-6303 LF		\$0.480	4,146.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)										
2550	666-6036 LF		\$1.100	334.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	REFL PAV MRK TY I (W)8"(SLD)(100MIL)										
2560	666-6048 LF		\$3.300	27.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	REFL PAV MRK TY I (W)24"(SLD)(100MIL)										
2570	666-6315 LF		\$0.480	6,104.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)										
2580	666-6224 LF		\$0.250	10,250.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	PAVEMENT SEALER 4"										
2590	666-6226 LF		\$0.500	334.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00	
	PAVEMENT SEALER 8"										

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date
2600	666-6230 LF PAVEMENT SEALER 24"	LF	\$1.500	27.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
2610	668-6077 EA PREFAB PAV MKR TY C (W) (ARROW)	EA	\$200.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
2620	668-6085 EA PREFAB PAV MKR TY C (W) (WORD)	EA	\$300.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
2630	672-6006 EA REFL PAV MKR TY I-A	EA	\$4.000	37.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
2640	672-6007 EA REFL PAV MKR TY I-C	EA	\$4.000	17.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
2650	672-6009 EA REFL PAV MKR TY II-A-A	EA	\$4.000	130.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
2660	672-6010 EA REFL PAV MKR TY II-C-R	EA	\$4.000	37.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
2670	1008-7001 LF PRESS IRRIG PVC (15 IN)	LF	\$75.000	198.00	198.00	0.00	198.00	198.00	\$14,850.00	\$14,850.00
2680	1008-7003 LF PRESS IRRIG PVC (30 IN)	LF	\$213.000	73.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
2690	1007-7001 EA IRRIGATION VALVE (12")	EA	\$2,200.000	3.00	3.00	0.00	3.00	3.00	\$6,600.00	\$6,600.00
2700	1007-6005 EA IRRIGATION WELL (30")	EA	\$11,000.000	2.00	2.00	0.00	2.00	2.00	\$22,000.00	\$22,000.00
2710	1008-6001 EA PRSSR IRRIG PVC PIPE (18")	EA	\$44.000	924.00	95.00	0.00	95.00	95.00	\$4,180.00	\$4,180.00
2720	1008-6003 EA PRSSR IRRIG PVC PIPE (12")	EA	\$26.000	375.00	375.00	0.00	375.00	375.00	\$9,750.00	\$9,750.00
<b>Section Totals:</b>									<b>\$257,940.36</b>	<b>\$454,724.36</b>
<b>Total Payments:</b>									<b>\$686,659.36</b>	<b>\$1,723,810.86</b>

## Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed to Date	Days Remaining to Date	Damages to Date
Substantial Completion	535 Days	535 Days	104 Days	\$0.00	104 Days	431 Days	\$0.00
<b>Total Damages:</b>							<b>\$0.00</b>

## Stockpiles

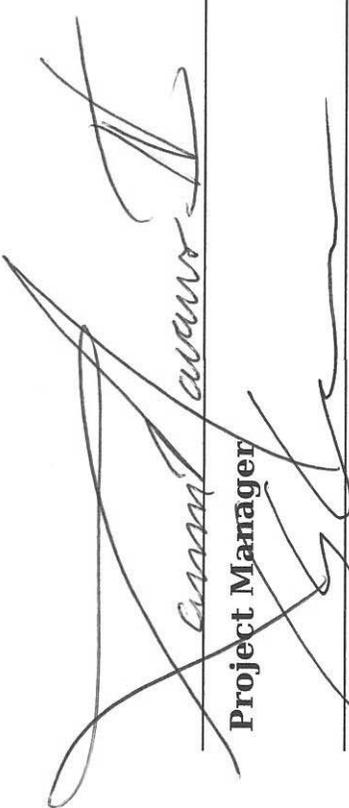
Stockpile	Current Advancements	Advancements to Date	Current Recoveries	Recoveries To Date
#1 : SECTION 1 (US-281) PRESS IRRG PVC (15 IN) 20201008-7001 - PRESS IRRIG PVC (15 IN)	\$2,076.80	\$2,076.80	\$0.00	\$0.00
#2 : SECTION 1 (US-281) PRESS IRRIG PVC (21 IN) 20401008-7002 - PRESS IRRIG PVC (21 IN)	\$2,170.00	\$2,170.00	\$0.00	\$0.00
#3 : SECTION 1 (US-281) CRASH CUSH ATTEN (INSTL) 1070545-6001 - CRASH CUSH ATTEN (INSTL)	\$56,764.00	\$56,764.00	\$0.00	\$0.00
#4 : SECTION 2 (BSIF) PRSSR IRRIG PVC PIPE (18") 27101008-6001 - PRSSR IRRIG PVC PIPE (18")	\$12,733.44	\$12,733.44	\$0.00	\$0.00
<b>Totals:</b>	<b>\$73,744.24</b>	<b>\$73,744.24</b>	<b>\$0.00</b>	<b>\$0.00</b>

## Summary

Current Approved Work:	\$686,659.36	Approved Work To Date:	\$1,723,810.86
Stockpile Advancement:	\$73,744.24	Stockpile Advancement To Date:	\$73,744.24
Current Retainage:	\$0.00	Retainage To Date:	\$0.00
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Taxes:	\$0.00	Taxes To Date:	\$0.00
Current Payment:	\$760,403.60	Payments To Date:	\$1,797,555.10

# Funding Details

HCRMA: \$257,940.36 HCRMA To Date: \$454,724.36  
TXDOT: \$428,719.00 TXDOT To Date: \$1,269,086.50  
Current Payment: \$686,659.36 Payments To Date: \$1,723,810.86

  
Project Manager

6/10/2016  
Date  
6/10/2016  
Date

Stakeholder

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
PAYMENT SUMMARY

Dannenbaum Engineering - Program Management  
\$18,204,750.67  
Maximum Payable Fee

Maximum fee minus approved WA \$321,419.67

Approved WA Amount	12/12/2011	1/13/2012	2/14/2012	3/9/2012	4/9/2012	5/8/2012	6/7/2012	7/7/2012	8/6/2012	9/7/2012	10/8/2012	Pg 1 WA Billed to Date	Pg 1 WA 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												\$0.00
WA#3	\$57,750.00						\$5,775.00					\$5,775.00	\$51,975.00
WA#4	\$694,355.85						\$51,286.99	\$147,460.94	\$163,719.99	\$141,658.89		\$694,355.85	\$0.00
WA#5	\$847,369.93											\$168,865.92	\$678,504.01
	\$2,509,436.41	\$226,404.86	\$155,211.93	\$145,740.60	\$81,955.77	\$102,063.53	\$147,460.94	\$190,229.04	\$163,719.99	\$141,658.89	\$168,865.92	\$1,778,957.40	\$730,479.01
													\$2,509,436.41

\* Note:

WA#1 was approved in the amount of \$909,960.63 to provide an assessment of all Authority activity, expenses and progress to date.  
 WA#2 for the La Joya Relief Route was not necessary and cancelled.  
 WA#3 was approved in the amount of \$57,750.00 to provide title reports for the SH 365 Project.  
 May 8, 2012 billing for WA#1 reduced by \$5,459.01 to meet approved amount.  
 WA#4 was approved in the amount of \$891,814.61 to provide program management for the SH 365 and IBTC Projects for a period of 3 months.  
 August 6, 2012 billing for WA#4 credited \$70.00 due to overpayment on July 7, 2012 invoice.  
 Balance for WA#4 was deducted from approved amount of \$891,814.61 by Supplemental 1 in the amount of \$197,458.76 and closed out  
 WA#5 was approved in the amount of \$802,369.93 to continue program management for the SH 365 Project for 3 additional months.  
 WA#5 amended and restated to add \$45,000 for public outreach for a revised WA#5 amount of \$847,369.93  
 Balance for WA#5 was deducted from approved amount of \$847,369.93 by supplemental 1 in the amount \$78,132.97 and closed out  
 WA#6 was approved in the amount of \$689,834.33 for program management of SH 365 for 3 additional months.  
 WA#7 was proposed for a route study for the City of Pharr, but cancelled.  
 WA#8 was approved in the amount of \$574,581.59 for program management of SH 365 and the Overweight truck corridor.  
 Supplemental No. 1 to WA#6 added a T&R Study for Overweight Trucks on SH 365 in the amount of \$81,309.04  
 Supplemental No. 2 to WA#6 added a Value Engineering Study for SH 365 in the amount of \$149,420.30  
 Supplemental No. 3 to WA#6 added a low level aerial flight and topographic survey for IBTC in the amount of \$346,720.31  
 Supplemental No. 4 to WA#6 continued program management for SH 365 and IBTC in the amount of \$1,437,465.41. Professional Service Agreement to be amended prior to exceeding \$5,000,000 maximum payable amount.  
 Supplemental No. 5 to WA#6 added non destructive utility locations for SH 365 in the amount of \$117,054.83.  
 Supplemental No. 6 to WA#6 revised scope of service for additional environmental coordination and Cross Valley Project Intervention work. No change in work authorization amount.  
 Supplemental No. 1 to WA#8 deducted remaining balance of work authorization in the amount of \$114,581.59 and closed out WA#8.  
 WA#9 was approved in the amount of \$10,340,781.60 for Program and Construction Management for SH 365 and IBTC Projects through 2018.  
 WA# 10, 11, 12, 13, 14 & 15 approved March 19, 2014 in the amounts of \$285,984.85, \$49,034.16, \$180,053.72, \$89,062.56, \$397,750.88, \$80,256.47 respectively.  
 Supplemental No. 7 to WA#6 and WA# 16 approved May 21, 2012 in the amount of \$64,990.00 and \$215,571.04.  
 WA#17 approved June 18, 2014 in the amount of \$110,078.54 to provide traffic signal warrant projected traffic counts for both the SH 365 and IBTC Projects.  
 WA#18 approved September 24, 2014 in the amount of \$355,355.20 to provide non destructive utility locations for the IBTC Project.  
 WA#19 approved July 28, 2015 in the amount of \$21,770.44 to provide scenario analysis for SH 365 Investment Grade Traffic and Revenue Study.  
 WA#20 approved December 15, 2015 in the amount of \$299,649.23 to provide an update for the SH 365 Investment Grade Traffic and Revenue Study.

Prepared by: P. Rodriguez, PE  
 Tx PE #85,567  
 6/23/2016

Approved for Payment

6/23/2016  
 Date





HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
PAYMENT SUMMARY

Dannenbaum Engineering - Program Management  
\$18,204,750.67  
Maximum payable fee

Maximum fee minus approved WA \$0.00

WA	Approved WA Amount	Invoice Date										WA Total Billed	WA Balance		
		8/10/2015	9/8/2015	10/7/2015	11/6/2015	12/4/2015	1/8/2016	2/8/2016	3/8/2016	4/7/2016	5/9/2016			6/9/2016	
WA#1	\$909,960.63													\$909,960.63	\$0.00
WA#2	\$0.00													\$0.00	\$0.00
WA#3	\$57,750.00													\$57,750.00	\$0.00
WA#4 *	\$694,355.85													\$694,355.85	\$0.00
WA#5 *	\$769,236.96													\$769,236.96	\$0.00
WA#6	\$689,834.33													\$689,834.33	\$0.00
SH1 to WA#6	\$81,309.04													\$81,309.04	\$0.00
SH2 to WA#6	\$149,120.30													\$149,120.30	\$0.00
SH3 to WA#6	\$346,720.31													\$346,720.31	\$0.00
SH4 to WA#6	\$1,437,465.41													\$1,437,465.41	\$0.00
SH5 to WA#6	\$117,054.83													\$117,054.83	\$0.00
SH6 to WA#6	\$0.00													\$0.00	\$0.00
SH7 to WA#6	\$64,990.00													\$64,990.00	\$0.00
WA#8	\$574,581.59													\$460,000.00	\$114,581.59
SH1 to WA#8	(\$114,581.59)													\$0.00	-\$114,581.59
WA#9	\$10,340,781.60	\$163,711.05	\$187,869.69	\$170,625.67	\$203,595.13	\$134,601.00	\$131,554.89	\$141,912.16	\$158,438.83	\$167,116.15	\$160,255.29			\$3,725,962.37	\$6,614,819.23
WA#10	\$285,984.85													\$257,526.92	\$28,457.93
WA#11	\$49,034.16													\$49,034.16	\$0.00
WA#12	\$180,053.72													\$180,053.72	\$0.00
WA#13	\$89,062.56													\$89,062.56	\$0.00
WA#14	\$399,355.20													\$399,355.20	\$0.00
WA#15	\$80,256.47													\$80,256.47	\$0.00
WA#16	\$215,571.04			\$31,612.62				\$24,620.41						\$137,093.51	\$78,477.53
WA#17	\$110,078.54													\$110,078.23	\$0.31
WA#18	\$355,355.20													\$355,355.20	\$0.00
WA#19	\$21,770.44													\$21,770.44	\$0.00
WA#20	\$299,649.23	\$185,481.49	\$187,869.69	\$202,238.29	\$203,595.13	\$134,601.00	\$131,554.89	\$159,687.99	\$166,532.57	\$262,762.40	\$104,323.57	\$50,911.65	\$69,442.13	\$231,577.35	\$68,071.88
	\$18,204,750.67	\$185,481.49	\$187,869.69	\$202,238.29	\$203,595.13	\$134,601.00	\$131,554.89	\$159,687.99	\$166,532.57	\$262,762.40	\$104,323.57	\$50,911.65	\$69,442.13	\$231,577.35	\$68,071.88
														\$11,414,923.79	\$6,789,826.88
														\$18,204,750.67	

\* Amount Approved for Payment  
\* Revised 6/23/2016



**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## REQUEST FOR RECOMMENDATION ON PAYMENT

To: Pilar Rodriguez

Month and Year	May 2016	
Contractor	Dannenbaum Engineering Corporation	
Project/WA	Systemwide	
Invoice #	4652-01/55/XV	06/06/2016
Amount	\$ 229,697.42	
Date Received	06/22/2016	

Recommendation:	<u>P.R.</u> Approval	_____ Disapproval
Comments:	* REVISED INVOICE *	
		<u>6/23/2016</u>
Pilar Rodriguez, Executive Director		Date

# DANNENBAUM ENGINEERING CORPORATION

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

ENGINEERING  
EXCELLENCE  
SINCE  
1945

June 6, 2016

Pilar Rodriguez, P.E. Executive Director  
HCRMA  
118 S. Cage Blvd, 4<sup>th</sup> Floor  
Pharr, Texas 78577

**Re: Hidalgo County Regional Mobility Authority (HCRMA) –  
Invoice for Work Authorization No. 1 (4652-01/55/XV) (Revised)**

Dear Mr. Rodriguez,

Enclosed please find Invoice 465201/55/XV for all Supplements to W.A. No. 6 and W.A. No. 20 totaling \$229,697.42 of which Dannenbaum's fee \$142,969.65 with remaining being sub consultants with Dannenbaum receiving no markup. This total includes:

- \$ 0.00 for S.W.A. No. 1 to W.A. No. 6 at 100%
- \$ 0.00 for S.W.A. No. 2 to W.A. No. 6 at 100%
- \$ 0.00 for S.W.A. No. 3 to W.A. No. 6 at 100%
- \$ 0.00 for S.W.A. No. 4 to W.A. No. 6 at 100%
- \$ 0.00 for S.W.A. No. 5 to W.A. No. 6 at 100%
- \$ 0.00 for S.W.A. No. 5 & No. 7 to W.A. No. 6 at 100%
- \$ 0.00 for S.W.A. No. 6 to W.A. No. 6 (Replaced Supplemental No. 6 to W.A. No. 6) at 100%
- \$ 0.00 for W.A. No. 8 at 100%
- \$ 160,255.29 for W.A. No. 9 at 55.79%
- \$ 0.00 for W.A. No. 10 at 100%
- \$ 0.00 for W.A. No. 11 at 100%
- \$ 0.00 for W.A. No. 12 at 100%
- \$ 0.00 for W.A. No. 13 at 100%
- \$ 0.00 for W.A. No. 14 at 100%
- \$ 0.00 for W.A. No. 15 at 100%
- \$ 0.00 for W.A. No. 16 at 89.68%
- \$ 0.00 for W.A. No. 17 at 100%
- \$ 0.00 for W.A. No. 18 at 100%
- \$ 0.00 for W.A. No. 19 at 100%
- \$ 69,442.13 for W.A. No. 20 at 77.28%

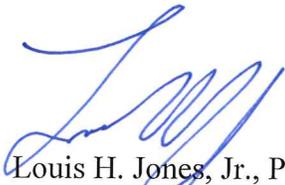
For Program Management Consultant Services performed for the Hidalgo County Regional Mobility Authority (HCRMA). We have enclosed a Progress Report to support our invoice.

The billing cycle is from May 1, 2016 through May 31, 2016.

**Total due this invoice is \$229,697.42.**

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. - Dannenbaum Engineering Corporation  
Gustavo O. Lopez, P.E. – Dannenbaum Engineering Corporation  
Eric Davila, P.E. – Dannenbaum Engineering Corporation

# DANNENBAUM ENGINEERING CORPORATION

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

June 22, 2016

Pilar Rodriguez, P.E. - Executive Director  
 Hidalgo County Regional Mobility Authority  
 118 South Cage Boulevard, 4th Floor  
 Pharr, Texas 78577

Project Name: HCRMA Program Management Consultant Contract  
 Work Authorization No. 1 through No. 20

Invoice Number:  
 Invoice Period:

465201/55/XV (Revised)  
 05/01/2016 - 05/31/2016

## 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	100.00%	\$57,750.00	\$57,750.00	\$0.00
4	Engineering Management/Partial Operations Implementation/Public Outreach	\$694,355.85	100.00%	\$694,355.85	\$694,355.85	\$0.00
5	Engineering Management/Partial Operations Implementation/Public Outreach	\$769,236.96	100.00%	\$769,236.96	\$769,236.96	\$0.00
6	Engineering Management/Partial Operations Implementation/Public Outreach	\$689,834.33	100.00%	\$689,834.33	\$689,834.33	\$0.00
	Sketch Level Assessment of Potential Truck Diversion from Nogales Poe to Texas	\$81,309.04	100.00%	\$81,309.04	\$81,309.04	\$0.00
	Value Engineering Report for SH 365	\$149,120.30	100.00%	\$149,120.30	\$149,120.30	\$0.00
	IBTC Low Level Flight	\$346,720.31	100.00%	\$346,720.31	\$346,720.31	\$0.00
	Engineering Management/Partial Operations Implementation/Public Outreach	\$1,437,465.41	100.00%	\$1,437,465.41	\$1,437,465.41	\$0.00
	SUE Services - SH 365	\$182,044.83	100.00%	\$182,044.83	\$182,044.83	\$0.00
	Systemwide Management & Project Management Tasks	\$460,000.00	100.00%	\$460,000.00	\$460,000.00	\$0.00
	Systemwide Management & Project Management Tasks - SH 365	\$6,563,576.63	55.34%	\$3,632,414.59	\$3,485,535.44	\$146,879.15
	Systemwide Management & Project Management Tasks - IBTC	\$3,777,204.97	56.24%	\$2,124,273.22	\$2,110,897.08	\$13,376.14
10	IBTC ROW Strip Map Development	\$285,984.85	100.00%	\$285,984.85	\$285,984.85	\$0.00
11	IBTC Update Topo Survey due to VE Changes	\$49,034.16	100.00%	\$49,034.16	\$49,034.16	\$0.00
12	TRZ No. 2 / HCAD Tax Database Update	\$180,053.72	100.00%	\$180,053.72	\$180,053.72	\$0.00
13	IBTC Environmental Assessment (Regional Toll Analysis)	\$89,062.56	100.00%	\$89,062.56	\$89,062.56	\$0.00
14	Investment Grade Traffic & Revenue Study for SH365 & IBTC	\$399,355.20	100.00%	\$399,355.20	\$399,355.20	\$0.00
15	TIGER VI Grant Preparation	\$80,256.47	100.00%	\$80,256.47	\$80,256.47	\$0.00
16	Hydrologic & Hydraulic Studies	\$215,571.04	89.68%	\$193,326.54	\$193,326.54	\$0.00
17	Traffic Projections for Intersections along SH 365 & IBTC	\$110,078.54	100.00%	\$110,078.54	\$110,078.54	\$0.00
18	IBTC SUE Services	\$355,355.20	100.00%	\$355,355.20	\$355,355.20	\$0.00
19	Scenario Analysis on SH 365 Traffic and Revenue	\$21,770.44	100.00%	\$21,770.44	\$21,770.44	\$0.00
20	SH 365 & IBTC Traffic and Revenue Study Update	\$299,649.23	77.28%	\$231,577.35	\$162,135.22	\$69,442.13
	<b>TOTALS</b>	<b>\$18,204,750.67</b>	<b>74.32%</b>	<b>\$13,530,340.50</b>	<b>\$13,300,643.08</b>	<b>\$229,697.42</b>

TOTAL DUE THIS INVOICE:


  
 \$229,697.42 ✓
   
 6/23/2016

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

June 22, 2016

Pilar Rodriguez, P.E. - Executive Director  
Hidalgo County Regional Mobility Authority  
510 South Pleasantview Drive  
Weslaco, Texas 78596

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

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

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
<b>TOTALS</b>		<b>\$909,960.63</b>	<b>100.00%</b>	<b>\$909,960.63</b>	<b>\$909,960.63</b>	<b>\$0.00</b>

**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: 465201/55/XV  
 Invoice Period: 05/01/2016 - 05/31/2016

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>TASK 1 Research/Analyze/Gather all documents and develop Prog. Mgt. Plan (4 Months)</b>					
<b>A. Research/Analyze/Gather all existing documents</b>					
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>B. Review Exist. Quantities/Estimates and Prep.Cursive Review of Proj. Dev. Cost Est. on all projects</b>					
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
<b>C. Develop Program Management Plan which includes the following components:</b>					
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/TxTOT/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
<b>TASK 2 Review/Monitor/Report/Implement All TxDOT Pass Thru / Toll Agreements (4 mo)</b>					
<b>A. Review/Monitor/Report/Implement All TxDOT Pass Thru / Toll Agreements which includes:</b>					
1. SH 365 / Trade Corr. Conn. (TCC)(14.9 Mi.), includ. 1.97 mi. Anzalduas GSA Fac. Connect.	\$	100.00%	\$1,379.80	\$1,379.80	\$0.00
- Review Agreement	\$ 750.62	100.00%	\$750.62	\$750.62	\$0.00
- Monitor Agreement (4 months)	\$				
2. US 281 / Military Hwy Overpass	\$	100.00%	\$1,379.80	\$1,379.80	\$0.00
- Review Agreement	\$ 750.62	100.00%	\$750.62	\$750.62	\$0.00
- Monitor Agreement	\$				
3. La Joya Relief Route (Phase I)(8.3 Miles)	\$	100.00%	\$1,379.80	\$1,379.80	\$0.00
- Review Agreement	\$ 5,154.88	100.00%	\$5,154.88	\$5,154.88	\$0.00
- Negotiate Agreement (1 meeting / 8 hrs / mtg) - Austin	\$ 750.62	100.00%	\$750.62	\$750.62	\$0.00
- Monitor Agreement	\$				
4. US 281 - Falfurrias Toll Road	\$	0.00%	\$0.00	\$0.00	\$0.00
- 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: 465201/55/XV  
 Invoice Period: 05/01/2016 - 05/31/2016

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>TASK 3 Rev./Analyze TRZ for the entire HCRMA Rdwy. Sys. incld. La Joya Relief Rte.</b>					
A. Rev./Analyze Trans.Reinvest. Zone (TRZ) for the entire Loop Proj. incld. the La Joya Relief Rte.	\$	100.00%	\$5,044.16	\$5,044.16	\$0.00
1. Meet w/ Authority / County (2 mtgs @ 4 hrs / mtg)	\$	100.00%	\$6,344.34	\$6,344.34	\$0.00
2. Prepare Exhibit / Hold One Public Mtg (1 mtg @ 4 hrs / mtg)	\$	100.00%	\$7,595.12	\$7,595.12	\$0.00
3. Modify Metes & Bounds for TRZ Boundary (paper only)					
<b>TASK 4 Gen. Eng. Consult. (GEC) Mgt. including contract negotiations (4 months)</b>					
A. General Project Management / Governmental Liaison (4 Months)	\$	100.00%	\$9,362.32	\$9,362.32	\$0.00
1. Prepare/Review PMC Team consultant contract	\$	100.00%	\$4,399.04	\$4,399.04	\$0.00
2. Prepare monthly PMC Invoice	\$	100.00%	\$5,939.02	\$5,939.02	\$0.00
3. Prepare monthly HCRMA board meetings (4 hrs / mtg / mo)	\$	100.00%	\$7,559.36	\$7,559.36	\$0.00
4. Attend monthly HCRMA planning meetings (2 hrs / mtg / mo)	\$	100.00%	\$4,265.44	\$4,265.44	\$0.00
5. Attend monthly HCRMA exed comm meetings (2 hrs / mtg / mo)	\$	100.00%	\$3,779.68	\$3,779.68	\$0.00
6. Attend monthly MPO meetings (2 hrs / mtg / mo)	\$	100.00%	\$3,779.68	\$3,779.68	\$0.00
7. Attend monthly TxDot meetings (Austin) (8 hrs / mtg / mo)	\$	100.00%	\$11,329.84	\$11,329.84	\$0.00
8. Attend various meetings (local/state) (4 per month) (2 hrs / mtg / mo)	\$	100.00%	\$7,195.04	\$7,195.04	\$0.00
9. Attend meeting in Washington DC (one meeting per 4 months) (3 days / mtg)	\$	0.00%	\$0.00	\$0.00	\$0.00
10. Governmental Liaison	\$	100.00%	\$5,060.84	\$5,060.84	\$0.00
11. Assist/plan/meet/negotiate with all cities in Hidalgo Co. on ordinance to increase truck usage of Toll Facilities	\$	100.00%	\$17,344.00	\$17,344.00	\$0.00
12. General Engineering Consultant (GEC) Management of the following (4 Months)					
B. SH365/TCC - Environmental - Atkins (formerly PBSJ)	\$	100.00%	\$1,084.58	\$1,084.58	\$0.00
- Review / Analyze / Comment on Consultant Contracts	\$	100.00%	\$1,713.76	\$1,713.76	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$	100.00%	\$2,709.56	\$2,709.56	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12					
2. IBTC - Environmental - Atkins (formerly PBSJ)	\$	0.00%	\$0.00	\$0.00	\$0.00
- 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					
3. SH365/TCC (FM 1016 to E 23rd) - Survey/R.O.W - DOS Logistics, Inc.	\$	100.00%	\$2,311.78	\$2,311.78	\$0.00
- Review / Analyze / Comment on Consultant Contracts	\$	100.00%	\$7,817.78	\$7,817.78	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$	100.00%	\$5,761.03	\$5,761.03	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12					
4. SH365/TCC (E 23rd to IBTC) - Survey/R.O.W - Quintanilla Headley	\$	100.00%	\$3,364.88	\$3,364.88	\$0.00
- Review / Analyze / Comment on Consultant Contracts	\$	100.00%	\$4,551.21	\$4,551.21	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$	100.00%	\$5,035.57	\$5,035.57	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12					
5. SH 365 / TCC (Toll / Pass Thru) - Seg. 1- FM1016 to Anzalduas - Eng. / Geotech - L&G Eng.	\$	100.00%	\$1,893.58	\$1,893.58	\$0.00
- Review / Analyze / Comment on Consultant Contracts	\$	100.00%	\$7,559.36	\$7,559.36	\$0.00
- Review / Analyze / Comment on all existing schematics; plans; reports; design parameters, etc.	\$	100.00%	\$3,473.54	\$3,473.54	\$0.00
- Oversee / Manage contract from 10/01/11 to 02/01/12	\$	100.00%	\$1,563.16	\$1,563.16	\$0.00
- Review / Analyze / Prepare independent construction cost estimates					

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

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

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>TASK 4 Gen. Eng. Consult. (GEC) Mgt. including contract negotiations (4 months) Continued</b>					
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 Eng.					
- 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
<b>TASK 5 Procurement / Negotiations of Prof. Svcs.</b>					
A. Procurement/Negotiations of Prof. Svcs. of the following: (4 months)					
1. SH 365 / TCC - Seg. 1 - ROW Acquisition/Title Company					
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: 465201/55/XV  
 Invoice Period: 05/01/2016 - 05/31/2016

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>DIRECT EXPENSES</b>					
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 B/W (8.5 X 11)	\$ 709.90	100.00%	\$709.90	\$709.90	\$0.00
Photocopies B/W (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
<b>Totals</b>	\$ 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 22, 2016

Pilar Rodriguez, P.E. - Executive Director  
Hidalgo County Regional Mobility Authority  
510 South Pleasantview Drive  
Weslaco, Texas 78596

Work Order No. 3:  
Title Report for TCC

Invoice Number:  
Invoice Period:

465201/55/XV  
05/01/2016 - 05/31/2016

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	100.00%	\$57,750.00	\$57,750.00	\$0.00
	<b>TOTALS</b>	<b>\$57,750.00</b>	<b>100.00%</b>	<b>\$57,750.00</b>	<b>\$57,750.00</b>	<b>\$0.00</b>

**TOTAL DUE WORK ORDER NO. 3:**

\$0.00

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

June 22, 2016

Pilar Rodriguez, P.E. - Executive Director  
Hidalgo County Regional Mobility Authority  
510 South Pleasantview Drive  
Weslaco, Texas 78596

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

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

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	100.00%	\$8,958.03	\$8,958.03	\$0.00
B	Attend / Prepare Data / Report on Various Meetings (4.0 Months)	\$58,185.85	100.00%	\$58,185.85	\$58,185.85	\$0.00
C	Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy	\$2,711.90	100.00%	\$2,711.90	\$2,711.90	\$0.00
D	Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications for SH 365 TCC / La Joya Relief Route / US 281	\$18,512.54	100.00%	\$18,512.54	\$18,512.54	\$0.00
E	Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System	\$22,926.32	100.00%	\$22,926.32	\$22,926.32	\$0.00
F	Organize / Develop HCRMA Files By Project (Electronic and Hardcopy) - RMA Will Provide Flor Koll and Temporary Secretaries)	\$19,183.08	100.00%	\$19,183.08	\$19,183.08	\$0.00
G	Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements	\$15,564.04	100.00%	\$15,564.04	\$15,564.04	\$0.00
H	Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others	\$20,830.08	100.00%	\$20,830.08	\$20,830.08	\$0.00
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	100.00%	\$19,983.36	\$19,983.36	\$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	100.00%	\$74,767.90	\$74,767.90	\$0.00
K	IBTC (3.0 Months)	\$25,337.35	100.00%	\$25,337.35	\$25,337.35	\$0.00
L	SH 365 / TCC (Modified) (Inc. TCC at GSA Anzalduas Bridge)(4.0 Months)	\$216,358.43	100.00%	\$216,358.43	\$216,358.43	\$0.00
M	US 281 / Military (3.0 Months)	\$24,156.47	100.00%	\$24,156.47	\$24,156.47	\$0.00
ODC	Direct Expenses	\$166,880.50	100.00%	\$166,880.50	\$166,880.50	\$0.00
	<b>TOTALS</b>	<b>\$694,355.85</b>	<b>100.00%</b>	<b>\$694,355.85</b>	<b>\$694,355.85</b>	<b>\$0.00</b>

**TOTAL DUE WORK ORDER NO. 4:**

**\$0.00**

**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: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>A. Coordinate / Update / Assist Executive Director</b>					
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	100.00%	\$8,958.03	\$8,958.03	\$0.00
<b>B. Attend / Prepare Data / Report on Various Meetings (4.0 Months)</b>					
1. HCRMA Board Meetings Including Presentation (Monthly) (5 Mts @ 4 hrs/Mtg) (Inc. Prep Time)	\$ 16,401.80	100.00%	\$16,401.80	\$16,401.80	\$0.00
2. HCRMA Planning Committee Meetings (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 4,694.28	100.00%	\$4,694.28	\$4,694.28	\$0.00
3. HCRMA Finance Committee Meetings (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 4,694.28	100.00%	\$4,694.28	\$4,694.28	\$0.00
4. HCRMA MPO Policy Committee Meeting (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 4,694.28	100.00%	\$4,694.28	\$4,694.28	\$0.00
5. HCRMA MPO Tech Committee Meeting (5 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 4,694.28	100.00%	\$4,694.28	\$4,694.28	\$0.00
6. Various Individual HCRMA Mtgs w/ Board (3 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 2,130.42	100.00%	\$2,130.42	\$2,130.42	\$0.00
7. Hidalgo County Meetings w/Staff (2 Mtgs. @2 hr. / Mtg.) (Inc. Prep Time)	\$ 2,023.44	100.00%	\$2,023.44	\$2,023.44	\$0.00
8. Hidalgo County Commissioner Precinct No. 1 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,379.80	100.00%	\$1,379.80	\$1,379.80	\$0.00
9. Hidalgo County Commissioner Precinct No. 2 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,379.80	100.00%	\$1,379.80	\$1,379.80	\$0.00
10. Hidalgo County Commissioner Precinct No. 3 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,379.80	100.00%	\$1,379.80	\$1,379.80	\$0.00
11. Hidalgo County Commissioner Precinct No. 4 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,379.80	100.00%	\$1,379.80	\$1,379.80	\$0.00
12. Attend Meetings TxDOT-Pharr (3 Mtgs. @ 2 hrs. / Mtg.)(Inc. Prep Time)	\$ 4,371.02	100.00%	\$4,371.02	\$4,371.02	\$0.00
13. Attend Meetings TxDOT-Austin includes Travel (3 Mtgs. @ 10 hrs. / Mtg.)	\$ 6,777.56	100.00%	\$6,777.56	\$6,777.56	\$0.00
14. Attend Meetings With Senator Hinojosa (3 Mtgs. @ 2 hrs. / Mtg.)	\$ 2,185.29	100.00%	\$2,185.29	\$2,185.29	\$0.00
<b>C. Coordinate With HCMPPO to Modify Short/ Long Term TIP to Account for Approved Strategy</b>	\$ 2,711.90	100.00%	\$2,711.90	\$2,711.90	\$0.00
<b>D. Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications for SH 365 TCC / La Joya Relief Route / US 281</b>					
1. Meet / Coordinate With TxDOT Pharr (2 Mtgs. @ 4 hrs. / Mtg.)	\$ 3,954.36	100.00%	\$3,954.36	\$3,954.36	\$0.00
2. Meet / Coordinate With TxDOT Austin (1 Mtg @ 10 hrs. / Mtg.)	\$ 4,694.28	100.00%	\$4,694.28	\$4,694.28	\$0.00
3. Finalize Pass Thru Agreements	\$ 9,863.90	100.00%	\$9,863.90	\$9,863.90	\$0.00
<b>E. Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System</b>					
1. Input Data for Development of Monthly Reports for HCRMA Board	\$ 12,042.32	100.00%	\$12,042.32	\$12,042.32	\$0.00
2. Modify Monthly Reports for HCRMA Needs	\$ 5,697.02	100.00%	\$5,697.02	\$5,697.02	\$0.00
3. Input Monthly Data and Produce Final Reports for May, June, July and August 2012	\$ 5,186.98	100.00%	\$5,186.98	\$5,186.98	\$0.00
<b>F. Organize / Develop HCRMA Files By Project (Electronic and Hardcopy) - RMA Will Provide Flor Koll and Temporary Secretaries)</b>	\$ 19,183.08	100.00%	\$19,183.08	\$19,183.08	\$0.00
<b>G. Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements</b>	\$ 15,564.04	100.00%	\$15,564.04	\$15,564.04	\$0.00
<b>H. Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others</b>	\$ 20,830.08	100.00%	\$20,830.08	\$20,830.08	\$0.00

**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: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>I. Public Outreach Meetings including Negotiations of Truck Restrictions with the following Cities (Including Travel and Preparation for Meeting) (4.0 Months):</b>					
1. City of Phair (2 Mtgs)	\$ 3,976.32	100.00%	\$3,976.32	\$3,976.32	\$0.00
2. San Juan (1 Mtg)	\$ 2,013.60	100.00%	\$2,013.60	\$2,013.60	\$0.00
3. Donna (1 Mtg)	\$ 2,013.60	100.00%	\$2,013.60	\$2,013.60	\$0.00
4. Weslaco (1 Mtg)	\$ 2,013.60	100.00%	\$2,013.60	\$2,013.60	\$0.00
5. City of Mercedes (1 Mtg)	\$ 2,013.60	100.00%	\$2,013.60	\$2,013.60	\$0.00
6. City of Edcouch (0 Mtg)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
7. City of McAllen (2 Mtgs.)	\$ 3,976.32	100.00%	\$3,976.32	\$3,976.32	\$0.00
8. City of Mission (2 Mtgs.)	\$ 3,976.32	100.00%	\$3,976.32	\$3,976.32	\$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
<b>J. Oversee C&amp;M Associates, Inc., in Developing the Update of the T&amp;R Studies / Financing Alternatives (FSW) (4.0 Months)</b>					
1. SH 365 TCC / IBTC / Segment D & La Joya Relief Route (Assisted by HDR)	\$ 60,035.90	100.00%	\$60,035.90	\$60,035.90	\$0.00
2. Update Strategic Plan for New T&R No. 1 (Work with First Southwest)	\$ 14,732.00	100.00%	\$14,732.00	\$14,732.00	\$0.00
<b>K. IBTC (3.0 Months)</b>					
1. Modify RFP and Procure Engineering Services (Including Environmental and Low Level Flight)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
2. Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (3.0 Months)	\$ 24,234.55	100.00%	\$24,234.55	\$24,234.55	\$0.00
3. Oversee IBTC Drainage Studies from 8/1/2012 to 8/31/2012 (1 Month)	\$ -	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)	\$ -	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	100.00%	\$1,102.80	\$1,102.80	\$0.00
7. Attend Meeting with USIBWC (1) (Combined with TCC)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
8. Attend Meeting with USACOE (1) (Combined with TCC)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
9. Attend Meeting with US Fish and Wildlife (1)(Combined with TCC)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
<b>L. SH 365 / TCC (Modified) (Inc. TCC at GSA Anzalduas Bridge)(4.0 Months)</b>					
1. Oversee Environmental Clearance By Atkins (EA) (Assisted by Blanton & Assoc. - Lead)(5 Months)	\$ 60,919.52	100.00%	\$60,919.52	\$60,919.52	\$0.00
2. Oversee Drainage Studies Produced By L&G Engineering / S&B Infrastructure	\$ 17,089.64	100.00%	\$17,089.64	\$17,089.64	\$0.00
3. QA/QC Drainage Study (60%)	\$ 9,158.68	100.00%	\$9,158.68	\$9,158.68	\$0.00
4. Attend Meeting With USIBWC (1 Mtg. - El Paso)	\$ 4,046.88	100.00%	\$4,046.88	\$4,046.88	\$0.00
5. Attend Meeting With USACOE (1 Mtg. - HST)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
6. Attend Meeting With US Fish & Wildlife (1 Mtg. - RGV)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
7. Attend Meeting With TxDOT Austin / FHWA (1 Mtg. - Austin)	\$ 3,227.59	100.00%	\$3,227.59	\$3,227.59	\$0.00
8. Oversee / Development of 4-Lane Schematic and Update Super Two Schematic / Utilities / Final Design Review TCC at GSA	\$ 72,546.95	100.00%	\$72,546.95	\$72,546.95	\$0.00
9. QA/QC Schematic (60%)	\$ 4,380.10	100.00%	\$4,380.10	\$4,380.10	\$0.00
10. Prepare Decision Matrix for Environmental Consultant	\$ 1,489.67	100.00%	\$1,489.67	\$1,489.67	\$0.00
11. Oversee Surveyors (DOS Logistics / Quintanilla) (Assisted by Aranda and Associates - Lead)	\$ 36,669.24	100.00%	\$36,669.24	\$36,669.24	\$0.00
12. Hold / Lead Public Involvement Meeting (1 Mtg.) Including Prepare Exhibits	\$ -	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 Mtgs) (2 hrs / Mtg)/(Inc. Prep Time)	\$ 6,830.16	100.00%	\$6,830.16	\$6,830.16	\$0.00

**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: 465201/55/XV  
 Invoice Period: 05/01/2016 - 05/31/2016

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>M. US 281 / Military (3.0 Months)</b>					
1. Oversee Environmental Clearance by Atkins (Categorical Exclusion -CE)(Assisted by Blanton & Associates) (4.0 Months)	\$ 5,034.52	100.00%	\$5,034.52	\$5,034.52	\$0.00
2. Oversee Engineer in Development of Route Studies / Schematic / Survey / PS&E Development (4.0 Months)	\$ 11,776.60	100.00%	\$11,776.60	\$11,776.60	\$0.00
3. QA/QC Route Study	\$ 1,277.95	100.00%	\$1,277.95	\$1,277.95	\$0.00
4. Meet With City of Pharr Including Development of Exhibits to Analyze US 281 / I Road / San Juan Area (2 Mtgs @ 2 hrs / Mtg)	\$ 6,067.40	100.00%	\$6,067.40	\$6,067.40	\$0.00
<b>DIRECT EXPENSES</b>					
Lodging / Hotel (\$100.00 / DAY)	\$ 1,537.50	100.00%	\$1,537.50	\$1,537.50	\$0.00
Meals (\$30.00 / DAY)	\$ 495.00	100.00%	\$495.00	\$495.00	\$0.00
Rental Car	\$ 675.00	100.00%	\$675.00	\$675.00	\$0.00
Air Travel	\$ 6,750.00	100.00%	\$6,750.00	\$6,750.00	\$0.00
Parking	\$ 63.00	100.00%	\$63.00	\$63.00	\$0.00
Overnight Mail - letter size	\$ 1,150.00	100.00%	\$1,150.00	\$1,150.00	\$0.00
Courier Services	\$ 1,250.00	100.00%	\$1,250.00	\$1,250.00	\$0.00
Photocopies B/W (8.5 X 11)	\$ 2,320.00	100.00%	\$2,320.00	\$2,320.00	\$0.00
Photocopies B/W (11 X 17)	\$ 915.00	100.00%	\$915.00	\$915.00	\$0.00
Photocopies Color (8.5 X 11)	\$ 700.00	100.00%	\$700.00	\$700.00	\$0.00
Photocopies Color (11 X 17)	\$ 625.00	100.00%	\$625.00	\$625.00	\$0.00
Color Graphics on Foam Board	\$ 200.00	100.00%	\$200.00	\$200.00	\$0.00
Newspaper Advertisement	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Court Reporter (Public Hearings & Transcription)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Translator (English to Spanish or Sign Language)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Public Involvement Facility Rental	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Public Outreach Liaison	\$ 75,000.00	100.00%	\$75,000.00	\$75,000.00	\$0.00
Accounting Support Services	\$ 4,000.00	100.00%	\$4,000.00	\$4,000.00	\$0.00
IT / Support Services	\$ 3,200.00	100.00%	\$3,200.00	\$3,200.00	\$0.00
Management Support Services	\$ 32,000.00	100.00%	\$32,000.00	\$32,000.00	\$0.00
Community Action Support	\$ 36,000.00	100.00%	\$36,000.00	\$36,000.00	\$0.00
<b>Totals</b>	<b>\$ 694,355.85</b>		<b>\$ 694,355.85</b>	<b>\$ 694,355.85</b>	<b>\$ -</b>

Amount Due This Invoice \$ -

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

June 22, 2016

Pilar Rodriguez, P.E. - Executive Director  
Hidalgo County Regional Mobility Authority  
510 South Pleasantview Drive  
Weslaco, Texas 78596

Work Order No. 5:  
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

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	\$6,123.52	100.00%	\$6,123.52	\$6,123.52	\$0.00
B	Attend / Prepare Data / Report on Various Meetings (4.0 Months)	\$59,425.62	100.00%	\$59,425.62	\$59,425.62	\$0.00
C	Continue to Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy including Updating Strategy (Two (2) Updates)	\$8,484.08	100.00%	\$8,484.08	\$8,484.08	\$0.00
D	Continue to Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications or other TxDOT Funding Modification (availability payments-CAT12) for SH 365 Segment 1,2,3 and 4) / Segment No. 4 (US 281 / Military)	\$3,838.98	100.00%	\$3,838.98	\$3,838.98	\$0.00
E	Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System	\$20,012.60	100.00%	\$20,012.60	\$20,012.60	\$0.00
F	Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy)	\$10,314.08	100.00%	\$10,314.08	\$10,314.08	\$0.00
G	Continue to Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements and Finalize Agreements with each entity	\$13,878.78	100.00%	\$13,878.78	\$13,878.78	\$0.00
H	Continue to Finalize and Implement Public Outreach Program with Assistance from Consultant (Pathfinder) and others	\$37,776.61	100.00%	\$37,776.61	\$37,776.61	\$0.00
I	Continued Public Outreach Meetings (Formal Presentation to Council) with the Appropriate Cities (Including Travel and Preparation for Meeting) (4.0 Months):	\$11,150.84	100.00%	\$11,150.84	\$11,150.84	\$0.00
J	Continue the Oversight of C&M Associates, Inc., in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.0 Months)	\$74,552.28	100.00%	\$74,552.28	\$74,552.28	\$0.00
K	Continue to Oversee IBTC (4.0 Months)	\$1,220.88	100.00%	\$1,220.88	\$1,220.88	\$0.00
L	Continue to Oversee SH 365 (Segment 1,2 and 3) (Inc. SH 365 at GSA Anzalduas Bridge)(4.0 Months)	\$250,916.15	100.00%	\$250,916.15	\$250,916.15	\$0.00
M	SH 365 Segment No. 4 (US 281 / Military) (4.0 Months)	\$34,334.89	100.00%	\$34,334.89	\$34,334.89	\$0.00
N	Implementation of GIS Tools - Phase IA	\$20,646.28	100.00%	\$20,646.28	\$20,646.28	\$0.00
O	Implementation of Project Wise	\$46,343.58	100.00%	\$46,343.58	\$46,343.58	\$0.00
ODC	Direct Expenses	\$170,217.79	100.00%	\$170,217.79	\$170,217.79	\$0.00
<b>TOTALS</b>		<b>\$769,236.96</b>	<b>100.00%</b>	<b>\$769,236.96</b>	<b>\$769,236.96</b>	<b>\$0.00</b>

TOTAL DUE WORK ORDER NO. 5:

**\$0.00**

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

Work Order No. 5:  
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>A. Coordinate / Update / Assist Executive Director</b>					
1.) Educate Executive Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (Including Weekly Mtgs)	\$ 6,123.52	100.00%	\$6,123.52	\$6,123.52	\$0.00
<b>B. Attend / Prepare Data / Report on Various Meetings (4.0 Months)</b>					
1. HCRMA Board Meetings Including Presentation (Monthly) (4 Mtgs) (Inc. Prep Time)	\$ 16,448.84	100.00%	\$16,448.84	\$16,448.84	\$0.00
2. HCRMA Planning Committee Meetings (4 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 8,483.22	100.00%	\$8,483.22	\$8,483.22	\$0.00
3. HCRMA Finance Committee Meetings (4 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 8,483.22	100.00%	\$8,483.22	\$8,483.22	\$0.00
4. HCRMA MPO Policy Committee Meeting (4 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 3,939.90	100.00%	\$3,939.90	\$3,939.90	\$0.00
5. HCRMA MPO Tech Committee Meeting (4 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 3,418.56	100.00%	\$3,418.56	\$3,418.56	\$0.00
6. Various HCRMA Mtgs w/ Individual Board Members / Special Board Meetings (1 Mtg @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 1,849.66	100.00%	\$1,849.66	\$1,849.66	\$0.00
7. Hidalgo County Meetings w/Staff (2 Mtgs. @2 hr. / Mtg.) (Inc. Prep Time)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
8. Hidalgo County Commissioner Precinct No. 1 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
9. Hidalgo County Commissioner Precinct No. 2 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ 2,109.60	100.00%	\$2,109.60	\$2,109.60	\$0.00
10. Hidalgo County Commissioner Precinct No. 3 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ 2,109.60	100.00%	\$2,109.60	\$2,109.60	\$0.00
11. Hidalgo County Commissioner Precinct No. 4 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
12. Attend Meetings TxDOT-Pharr (2 Mtgs. @ 2 hrs. / Mtg.) (Inc. Prep Time)	\$ 3,073.90	100.00%	\$3,073.90	\$3,073.90	\$0.00
13. Attend Meetings TxDOT-Austin includes Travel (1 Mtg. @ 10 hrs. / Mtg.)	\$ 6,534.68	100.00%	\$6,534.68	\$6,534.68	\$0.00
14. Attend Meetings With Senator Hinojosa (1 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,011.72	100.00%	\$1,011.72	\$1,011.72	\$0.00
15. Attend Meeting - 3 days in Washington to Visit Congress/TIFA (1 Mtg.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
16. Attend Hidalgo County Commissioners' Court Meeting (2 Monthly Mtgs.) (2 Mtgs. X 2 hr./Mtg.)	\$ 1,962.72	100.00%	\$1,962.72	\$1,962.72	\$0.00
<b>C. Continue to Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy, Including Updating Strategy (Two (2) Updates)</b>	\$ 8,484.08	100.00%	\$8,484.08	\$8,484.08	\$0.00
<b>D. Continue to Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications or other TxDOT Funding Modification (availability payments-CAT12) for SH 365 (Segment 1,2,3 and 4) / Segment No. 4 (US 281 / Military)</b>					
1. Meet / Coordinate With TxDOT Pharr (1 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,728.22	100.00%	\$1,728.22	\$1,728.22	\$0.00
2. Meet / Coordinate With TxDOT Austin (0 Mtg @ 10 hrs. / Mtg.)	\$ 382.54	100.00%	\$382.54	\$382.54	\$0.00
3. Finalize Pass Thru Agreements and/or availability payments	\$ 1,728.22	100.00%	\$1,728.22	\$1,728.22	\$0.00
<b>E. Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System</b>					
1. Continue to Input Data for Development of Monthly Reports for HCRMA Board (September 1, 2012 thru December 31, 2012)	\$ 7,636.32	100.00%	\$7,636.32	\$7,636.32	\$0.00
2. Continue to Modify Monthly Reports for HCRMA Needs	\$ 5,007.12	100.00%	\$5,007.12	\$5,007.12	\$0.00
3. Continue to Input Monthly Data and Produce Final Reports for Sept., Oct., Nov. and Dec. 2012	\$ 7,369.16	100.00%	\$7,369.16	\$7,369.16	\$0.00
<b>F. Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy)</b>	\$ 10,314.08	100.00%	\$10,314.08	\$10,314.08	\$0.00
<b>G. Continue to Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements and Finalize Agreements with each entity</b>	\$ 13,878.78	100.00%	\$13,878.78	\$13,878.78	\$0.00

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

Work Order No. 5: Invoice Number: 465201/55/XV  
 Engineering Management/Partial Operations Implementation/Public Outreach Invoice Period: 05/01/2016 - 05/31/2016

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>H. Continue to Finalize and Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others</b>					
1. Finalize / Implement Public Outreach	\$ 27,226.64	100.00%	\$27,226.64	\$27,226.64	\$0.00
2. Review / Update Website	\$ -	0.00%	\$0.00	\$0.00	\$0.00
3. Develop Monthly Newsletter (Assist Subs)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
4. Begin Development of Branding Loop Project (Assist Subs)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
5. Assist / Develop Support Resolution From All Cities (Total 5 Mtgs.)	\$ 5,909.51	100.00%	\$5,909.51	\$5,909.51	\$0.00
6. Meet with Large Property Owners (SH 365)(Total 3 Mtgs. Including Preparation)	\$ 3,173.34	100.00%	\$3,173.34	\$3,173.34	\$0.00
7. Meet with EDC for the Cities of McAllen / Mission (Total 1 Mtg.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
8. Meet with Trade Association / Civic Association (US / Mexico) (Total 1 Mtg.)	\$ 1,467.12	100.00%	\$1,467.12	\$1,467.12	\$0.00
<b>I. Continue Public Outreach Meetings (Formal Presentation to Council) with the following Cities (Including Travel and Preparation for Meeting) (4.0 Months):</b>					
1. City of Pharr (2 Mtgs)	\$ 2,742.60	100.00%	\$2,742.60	\$2,742.60	\$0.00
2. City of Granjeno (1 Mtg)	\$ 1,587.62	100.00%	\$1,587.62	\$1,587.62	\$0.00
3. City of Donna (1 Mtg)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
4. City of Weslaco (1 Mtg)	\$ -	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 (1 Mtg)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
7. City of McAllen (2 Mtgs.)	\$ 3,410.31	100.00%	\$3,410.31	\$3,410.31	\$0.00
8. City of Mission (2 Mtgs.)	\$ 3,410.31	100.00%	\$3,410.31	\$3,410.31	\$0.00
9. City of Pecos (1 Mtg)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
10. City of Palmview (1 Mtg)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
11. City of La Joya (1 Mtg)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
12. City of Edinburg (2 Mtgs)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
13. City of Sullivan City (1 Mtg)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
<b>J. Continue the Oversight of C&amp;M Associates, Inc., in Developing the Update of the T&amp;R Studies / Financing Alternatives (FSW) (4.0 Months)</b>					
1. SH 365 Segment 1,2,3 and 4 / IBTC / Segment D & La Joya Relief Route (Assisted by HDR)	\$ 33,936.84	100.00%	\$33,936.84	\$33,936.84	\$0.00
2. Update Strategic Plan for New Funding (Modification in Limits / Schedule / Funding Type)	\$ 19,894.84	100.00%	\$19,894.84	\$19,894.84	\$0.00
2. Update Strategic Plan after New T&R Numbers (Work with First Southwest)	\$ 20,720.60	100.00%	\$20,720.60	\$20,720.60	\$0.00
<b>K. Continue to Oversee IBTC (4.0 Months)</b>					
1. Modify RFP and Procure Engineering Services (Including Environmental and Low Level Flight)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
2. Continue to Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (4.0 Months)	\$ 1,220.88	100.00%	\$1,220.88	\$1,220.88	\$0.00
3. Oversee IBTC Drainage Studies	\$ -	0.00%	\$0.00	\$0.00	\$0.00
4. Oversee Low Level Flight (Assisted by Aranda & Associates - Lead)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
5. QA/QC Drainage Study (60%)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
6. QA/QC Low Level Flight (Aranda)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
7. Attend Meeting with USIBWC (1) (Combined with SH 365)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
8. Attend Meeting with USACOE (1) (Combined with SH 365)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
9. Attend Meeting with US Fish and Wildlife (1)(Combined with SH 365)	\$ -	0.00%	\$0.00	\$0.00	\$0.00

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

Work Order No. 5:  
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>L. Continue to Oversee SH 365 (Segment 1, 2 &amp; 3) (Inc. SH 365 at CSA Anzalduas Bridge)(4.0 Months)</b>					
1. Continue to Oversee Environmental Clearance By Atkins (EA) includes Negotiating Limits to FM 1016 (Assisted by Blanton & Assoc. - Lead)	\$ 52,943.45	100.00%	\$52,943.45	\$52,943.45	\$0.00
2. Continue to Oversee Drainage Studies Produced By L&G Engineering / S&B Infrastructure including Segment No. 3. Also, Includes Negotiating Limits to FM 1016.	\$ 60,223.91	100.00%	\$60,223.91	\$60,223.91	\$0.00
3. Continue to QA/QC Drainage Study (90%)	\$ 7,756.42	100.00%	\$7,756.42	\$7,756.42	\$0.00
4. Attend Meeting With USIBWC (1 Mtg. - El Paso)	\$ 1,114.94	100.00%	\$1,114.94	\$1,114.94	\$0.00
5. Attend Meeting With USACOE ( 1 Mtg. - HST)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
6. Attend Meeting With US Fish & Wildlife (1 Mtg. - RGV)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
7. Attend Meeting With TxDOT Austin / FHWA (1 Mtg. - Austin)	\$ 4,694.28	100.00%	\$4,694.28	\$4,694.28	\$0.00
8. Continue to Oversee / Development of 4-Lane Schematic (L&G Engineering and S&B Infrastructure) and Negotiate Limits to FM 1016	\$ 39,860.87	100.00%	\$39,860.87	\$39,860.87	\$0.00
9. QA/QC Schematic (90%)	\$ 28,128.05	100.00%	\$28,128.05	\$28,128.05	\$0.00
10. Prepare Decision Matrix for Environmental Consultant (in Work Authorization 4)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
11. Continue to Oversee Surveyors including Right of Entry Assistance for 52 Parcels (DOS Logistics / Quintanilla) (Assisted by Aranda and Associates - Lead)	\$ 48,346.44	100.00%	\$48,346.44	\$48,346.44	\$0.00
12. Hold / Lead Public Involvement Meeting (1 Additional Mtg.) Including Prepare Exhibits	\$ 4,277.88	100.00%	\$4,277.88	\$4,277.88	\$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 Mtgs) (2 hrs / Mtg)((Inc. Prep Time)	\$ 3,569.91	100.00%	\$3,569.91	\$3,569.91	\$0.00
15. Assist HDR in Developing TIFIA Application	\$ -	0.00%	\$0.00	\$0.00	\$0.00
<b>M. SH 365 Segment No. 4 (US 281 / Military) (4.0 Months)</b>					
1. Oversee Environmental Clearance by Atkins (Included in Item L.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
2. Oversee Engineer in Development of Route Studies / Schematic / Survey / PS&E Development (4.0 Months)	\$ 22,084.47	100.00%	\$22,084.47	\$22,084.47	\$0.00
3. Finalize QA/QC Route Study	\$ 7,390.21	100.00%	\$7,390.21	\$7,390.21	\$0.00
4. Continue to Meet With City of Pharr Including Development of Exhibits to Analyze SH 365 (Segment No. 4) (US 281 / I Road / San Juan Area) (2 Mtgs)	\$ 4,860.21	100.00%	\$4,860.21	\$4,860.21	\$0.00
<b>N. Implementation of GIS Tools - Phase IA</b>					
1. Conduct Stakeholder and Program Management Team GIS user requirements meeting	\$ 5,256.06	100.00%	\$5,256.06	\$5,256.06	\$0.00
2. Develop GIS user requirements documentation and implementation plan	\$ 4,323.28	100.00%	\$4,323.28	\$4,323.28	\$0.00
3. Present user requirements and implementation plan to Stakeholders and Program Management Team	\$ 2,766.54	100.00%	\$2,766.54	\$2,766.54	\$0.00
4. Acquire and integrate Bing Map services	\$ 3,788.88	100.00%	\$3,788.88	\$3,788.88	\$0.00
5. Acquire and integrate existing GIS base map data from local government sources into an ArcGIS Server / SQL Server central database hosted from Dannenbaum's GIS hosting facility	\$ 4,511.52	100.00%	\$4,511.52	\$4,511.52	\$0.00
6. Tile up to three large existing GIS databases acquired from local Government sources for efficient web map rendering of large datasets (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
7. Design, load and integrate HCRMA specific GIS data into an ArcGIS Server / SQL Server central database hosted from Dannenbaum's GIS hosting facility (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
8. QA/QC existing and HCRMA specific GIS database for compliance with Task 1 - Requirements (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
9. Develop login page user interface (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
10. QA/QC login page user interface for compliance with Task 1 - Requirements (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00

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

Work Order No. 5:  
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>N. Implementation of GIS Tools - Phase IA (Continued)</b>					
11. Develop ArcGIS Service, map services, Arc MAP, MXD projects files including map symbology (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
12. QA/QC ArcGIS Service, map services, Arc MAP, MXD projects files checking for quality of map symbology and compliance with Task 1 - Requirements (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
13. Develop GIS website map and legend tools on Dannenbaum's application development server (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
14. QA/QC / unit testing of the GIS website map and legend tools (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
15. Migrate GIS website map and legend tools from Dannenbaum's application development server to Dannenbaum's production ArcGIS Server hosting environment (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
16. Develop GIS website map and legend user manual documentation and conduct user training (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
<b>O. Implementation of Project Wise</b>					
1. Project Wise Overview Training (x1 initial kickoff meeting to go over Project Wise functionality and general use in an engineering project office environment)	\$ 2,668.23	100.00%	\$2,668.23	\$2,668.23	\$0.00
2. Project Wise Implementation (Install and configuration hardware and software onsite within DEC McAllen / HCRMA PMO)	\$ 1,803.40	100.00%	\$1,803.40	\$1,803.40	\$0.00
3. Project Wise End User Training (x4 brown bag training sessions to teach PMO users how to manage documents in a Project Wise document controlled environment)	\$ 3,638.60	100.00%	\$3,638.60	\$3,638.60	\$0.00
4. Inventory HCRMA Project Data by Type, User, Organization, Etc.	\$ 13,005.23	100.00%	\$13,005.23	\$13,005.23	\$0.00
5. Conduct Project Wise / GIS Data Maintenance Business Process Workshop (x1 Day for Project Wise / x1 Day for GIS - include time estimate for key subcontractor participation)	\$ 10,803.64	100.00%	\$10,803.64	\$10,803.64	\$0.00
6. Develop HCRMA Project Wise and GIS data management business process documentation	\$ 10,916.43	100.00%	\$10,916.43	\$10,916.43	\$0.00
7. Data Management End User Training (x4 brown bag training sessions to teach HCRMA PMO Project Wise and GIS data management business processes)	\$ 3,508.05	100.00%	\$3,508.05	\$3,508.05	\$0.00
<b>DIRECT EXPENSES</b>					
Lodging / Hotel (\$100.00 / DAY)	\$ 770.00	100.00%	\$770.00	\$770.00	\$0.00
Meals (\$30.00 / DAY)	\$ 240.00	100.00%	\$240.00	\$240.00	\$0.00
Rental Car	\$ 360.00	100.00%	\$360.00	\$360.00	\$0.00
Air Travel	\$ 4,000.00	100.00%	\$4,000.00	\$4,000.00	\$0.00
Parking	\$ 28.00	100.00%	\$28.00	\$28.00	\$0.00
Overnight Mail - letter size	\$ 1,150.00	100.00%	\$1,150.00	\$1,150.00	\$0.00
Courier Services	\$ 900.00	100.00%	\$900.00	\$900.00	\$0.00
Photocopies BW (8.5 X 11)	\$ 1,969.79	100.00%	\$1,969.79	\$1,969.79	\$0.00
Photocopies BW (11 X 17)	\$ 775.00	100.00%	\$775.00	\$775.00	\$0.00
Photocopies Color (8.5 X 11)	\$ 700.00	100.00%	\$700.00	\$700.00	\$0.00
Photocopies Color (11 X 17)	\$ 625.00	100.00%	\$625.00	\$625.00	\$0.00
Color Graphics on Foam Board	\$ 200.00	100.00%	\$200.00	\$200.00	\$0.00
Newspaper Advertisement	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Court Reporter (Public Hearings & Transcription)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Translator (English to Spanish or Sign Language)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Public Involvement Facility Rental	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Public Outreach Liaison (4 Months - September, October, November & December 2012)	\$ 60,000.00	100.00%	\$60,000.00	\$60,000.00	\$0.00

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

Work Order No. 5:  
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>DIRECT EXPENSES (Continued)</b>					
Accounting Support Services	\$ 20,000.00	100.00%	\$20,000.00	\$20,000.00	\$0.00
IT / Support Services (Includes time on Project Wise Implementation / Data Organization @ 55 hrs)	\$ 8,000.00	100.00%	\$8,000.00	\$8,000.00	\$0.00
Bing Maps Annual Subscription Fee	\$ 7,000.00	100.00%	\$7,000.00	\$7,000.00	\$0.00
Management Support Services	\$ 32,000.00	100.00%	\$32,000.00	\$32,000.00	\$0.00
Community Action Support	\$ 31,500.00	100.00%	\$31,500.00	\$31,500.00	\$0.00
<b>Totals</b>	<b>\$ 769,236.96</b>		<b>\$ 769,236.96</b>	<b>\$ 769,236.96</b>	<b>\$ -</b>

Amount Due This Invoice

\$

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

June 22, 2016

Pilar Rodriguez, P.E. - Executive Director  
Hidalgo County Regional Mobility Authority  
510 South Pleasantview Drive  
Weslaco, Texas 78596

Work Order No. 6:  
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

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	\$6,123.52	100.00%	\$6,123.52	\$6,123.52	\$0.00
B	Attend / Prepare Data / Report on Various Meetings (6.0 Months)	\$55,067.18	100.00%	\$55,067.18	\$55,067.18	\$0.00
C	Continue to Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy including Updating Strategy (One (1) Updates)	\$2,687.60	100.00%	\$2,687.60	\$2,687.60	\$0.00
D	Continue to Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications or other TxDOT Funding Modification (availability payments-CAT12) for SH 365 Segment 1,2,3 and 4) / Segment No. 4 (US 281 / Military)	\$6,984.88	100.00%	\$6,984.88	\$6,984.88	\$0.00
E	Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System	\$17,620.24	100.00%	\$17,620.24	\$17,620.24	\$0.00
F	Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy)	\$9,684.90	100.00%	\$9,684.90	\$9,684.90	\$0.00
G	Continue to Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements and Finalize Agreements with each entity	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
H	Continue to Finalize and Implement Public Outreach Program with Assistance from Consultant (Pathfinder) and others	\$22,648.44	100.00%	\$22,648.44	\$22,648.44	\$0.00
I	Continued Public Outreach Meetings (Formal Presentation to Council) with the Appropriate Cities (Including Travel and Preparation for Meeting) (4.0 Months)	\$11,941.12	100.00%	\$11,941.12	\$11,941.12	\$0.00
J	Continue the Oversight of C&M Associates, Inc., in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.0 Months)	\$3,240.18	100.00%	\$3,240.18	\$3,240.18	\$0.00
K	Continue to Oversee IBTC (4.0 Months)	\$4,802.28	100.00%	\$4,802.28	\$4,802.28	\$0.00
L	Continue to Oversee SH 365 (Segment 1,2 and 3) (Inc. SH 365 at GSA Anzalduas Bridge)(6.0 Months)	\$309,653.23	100.00%	\$309,653.23	\$309,653.23	\$0.00
M	SH 365 Segment No. 4 (US 281 / Military) (6.0 Months)	\$38,917.76	100.00%	\$38,917.76	\$38,917.76	\$0.00
N	Implementation of GIS Tools - Phase IA	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
O	Implementation of Project Wise	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
ODC	Direct Expenses	\$200,463.00	100.00%	\$200,463.00	\$200,463.00	\$0.00
	<b>TOTALS</b>	<b>\$689,834.33</b>	<b>100.00%</b>	<b>\$689,834.33</b>	<b>\$689,834.33</b>	<b>\$0.00</b>

**TOTAL DUE WORK ORDER NO. 6:**

**\$0.00**

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

Work Order No. 6:  
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>A. Coordinate / Update / Assist Executive Director</b> 1.) Educate Executive Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (Including Weekly Mtgs)	\$ 6,123.52	100.00%	\$6,123.52	\$6,123.52	\$0.00
<b>B. Attend / Prepare Data / Report on Various Meetings (6.0 Months)</b> 1. HCRMA Board Meetings Including Presentation (Monthly) (6 Mtgs) (Inc. Prep Time) 2. HCRMA Planning Committee Meetings (6 Mts @ 2 hrs/Mtg) (Inc. Prep Time) 3. HCRMA Finance Committee Meetings (6 Mts @ 2 hrs/Mtg) (Inc. Prep Time) 4. HCRMA MPO Policy Committee Meeting (6 Mts @ 2 hrs/Mtg) (Inc. Prep Time) 5. HCRMA MPO Tech Committee Meeting (6 Mts @ 2 hrs/Mtg) (Inc. Prep Time) 6. Various HCRMA Mtgs w/ Individual Board Members / Special Board Meetings (6 Mtg @ 2 hrs/Mtg) (Inc. Prep Time) 7. Hidalgo County Meetings w/Staff (2 Mtgs. @2 hr. / Mtg.) (Inc. Prep Time) 8. Hidalgo County Commissioner Precinct No. 1 (2 Mtgs. @ 2 hrs. / Mtg.) 9. Hidalgo County Commissioner Precinct No. 2 (2 Mtgs. @ 2 hrs. / Mtg.) 10. Hidalgo County Commissioner Precinct No. 3 (2 Mtgs. @ 2 hrs. / Mtg.) 11. Hidalgo County Commissioner Precinct No. 4 (2 Mtgs. @ 2 hrs. / Mtg.) 12. Attend Meetings TxDOT-Pharr (2 Mtgs. @ 2 hrs. / Mtg.) (Inc. Prep Time) 13. Attend Meetings TxDOT-Austin includes Travel (1 Mtg. @ 10 hrs. / Mtg.) 14. Attend Meetings With Senator Hinojosa (1 Mtgs. @ 2 hrs. / Mtg.) 15. Attend Meeting - 3 days in Washington to Visit Congress/TIFA (1 Mtg.) 16. Attend Hidalgo County Commissioners' Court Meeting (2 Monthly Mtgs.) (3 Mtgs. X 2 hr./Mtg.)	\$ 11,571.60 \$ 6,313.20 \$ 6,313.20 \$ 3,939.90 \$ 3,108.90 \$ 4,540.16 \$ - \$ 1,902.00 \$ 1,902.00 \$ 1,902.00 \$ 1,902.00 \$ 1,902.00 \$ 1,902.00 \$ 5,905.50 \$ 1,011.72 \$ - \$ 2,853.00	100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 0.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 0.00% 100.00%	\$11,571.60 \$6,313.20 \$6,313.20 \$3,939.90 \$3,108.90 \$4,540.16 \$0.00 \$1,902.00 \$1,902.00 \$1,902.00 \$1,902.00 \$1,902.00 \$1,902.00 \$5,905.50 \$1,011.72 \$0.00 \$2,853.00	\$11,571.60 \$6,313.20 \$6,313.20 \$3,939.90 \$3,108.90 \$4,540.16 \$0.00 \$1,902.00 \$1,902.00 \$1,902.00 \$1,902.00 \$1,902.00 \$1,902.00 \$5,905.50 \$1,011.72 \$0.00 \$2,853.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
<b>C. Continue to Coordinate With HCMPPO to Modify Short/ Long Term TIP to Account for Approved Strategy, Including Updating Strategy (One (1) Update)</b>	\$ 2,687.60	100.00%	\$2,687.60	\$2,687.60	\$0.00
<b>D. Continue to Negotiate / Coordinate with TxDOT on Pass Thru Agreement Modifications or other TxDOT Funding Modification (availability payments-CAT12) for SH 365 (Segment 1,2,3 and 4) / Segment No. 4 (US 281 / Military)</b> 1. Meet / Coordinate With TxDOT Pharr (1 Mtgs. @ 2 hrs. / Mtg.) 2. Meet / Coordinate With TxDOT Austin (1 Mtg @ 10 hrs. / Mtg.) 3. Finalize Pass Thru Agreements and/or availability payments	\$ 1,728.22 \$ 3,528.44 \$ 1,728.22	100.00% 100.00% 100.00%	\$1,728.22 \$3,528.44 \$1,728.22	\$1,728.22 \$3,528.44 \$1,728.22	\$0.00 \$0.00 \$0.00
<b>E. Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System</b> 1. Continue to Input Data for Development of Monthly Reports for HCRMA Board (January 1, 2013 thru July 1, 2013) 2. Continue to Modify Monthly Reports for HCRMA Needs 3. Continue to Input Monthly Data and Produce Final Reports for January 1, 2013 thru July 1, 2013	\$ 6,069.74 \$ 5,826.86 \$ 5,723.64	100.00% 100.00% 100.00%	\$6,069.74 \$5,826.86 \$5,723.64	\$6,069.74 \$5,826.86 \$5,723.64	\$0.00 \$0.00 \$0.00
<b>F. Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy)</b>	\$ 9,684.90	100.00%	\$9,684.90	\$9,684.90	\$0.00
<b>G. Continue to Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements and Finalize Agreements with each entity</b>	\$ -	0.00%	\$0.00	\$0.00	\$0.00

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

Work Order No. 6:  
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>H. Continue to Finalize and Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others</b>					
1. Finalize / Implement Public Outreach	\$ 15,510.90	100.00%	\$15,510.90	\$15,510.90	\$0.00
2. Review / Update Website	\$ -	0.00%	\$0.00	\$0.00	\$0.00
3. Develop Monthly Newsletter (Assist Subs)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
4. Begin Development of Branding Loop Project (Assist Subs)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
5. Assist / Develop Support Resolution From All Cities (Total 5 Mtgs.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
6. Meet with Large Property Owners (SH 365)(Total 2 Mtgs. Including Preparation)	\$ 3,778.26	100.00%	\$3,778.26	\$3,778.26	\$0.00
7. Meet with EDC for the Cities of McAllen / Mission (Total 1 Mtg.)	\$ 1,892.16	100.00%	\$1,892.16	\$1,892.16	\$0.00
8. Meet with Trade Association / Civic Association (US / Mexico) (Total 1 Mtg.)	\$ 1,467.12	100.00%	\$1,467.12	\$1,467.12	\$0.00
<b>I. Continue Public Outreach Meetings (Formal Presentation to Council) with the following Cities (Including Travel and Preparation for Meeting) (4.0 Months):</b>					
1. City of Pharr (2 Mtgs)	\$ 2,739.94	100.00%	\$2,739.94	\$2,739.94	\$0.00
2. City of Granjeno (1 Mtg)	\$ 1,758.58	100.00%	\$1,758.58	\$1,758.58	\$0.00
3. City of Donna (1 Mtg)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
4. City of Weslaco (1 Mtg)	\$ -	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 (1 Mtg)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
7. City of McAllen (2 Mtgs.)	\$ 3,721.30	100.00%	\$3,721.30	\$3,721.30	\$0.00
8. City of Mission (2 Mtgs.)	\$ 3,721.30	100.00%	\$3,721.30	\$3,721.30	\$0.00
9. City of Pecos (1 Mtg)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
10. City of Palmview (1 Mtg)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
11. City of La Joya (1 Mtg)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
12. City of Edinburg (2 Mtgs)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
13. City of Sullivan City (1 Mtg)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
<b>J. Continue the Oversight of C&amp;M Associates, Inc., in Developing the Update of the T&amp;R Studies / Financing Alternatives (FSW) (4.0 Months)</b>					
1. SH 365 Segment 1,2,3 and 4 / IBTC / Segment D & La Joya Relief Route (Assisted by HDR)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
2. Update Strategic Plan for New Funding (Modification in Limits / Schedule / Funding Type)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
3. Verify Revised Strategic Plan after New T&R Numbers (Work with First Southwest)	\$ 3,240.18	100.00%	\$3,240.18	\$3,240.18	\$0.00
<b>K. Continue to Oversee IBTC (4.0 Months)</b>					
1. Modify RFP and Procure Engineering Services (Including Environmental and Low Level Flight)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
2. Continue to Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (4.0 Months)	\$ 4,802.28	100.00%	\$4,802.28	\$4,802.28	\$0.00
3. Oversee IBTC Drainage Studies	\$ -	0.00%	\$0.00	\$0.00	\$0.00
4. Oversee Low Level Flight (Assisted by Aranda & Associates - Lead)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
5. QA/QC Drainage Study (60%)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
6. QA/QC Low Level Flight (Aranda)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
7. Attend Meeting with USIBWC (1) (Combined with SH 365)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
8. Attend Meeting with USACOE (1) (Combined with SH 365)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
9. Attend Meeting with US Fish and Wildlife (1)(Combined with SH 365)	\$ -	0.00%	\$0.00	\$0.00	\$0.00

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

Work Order No. 6:  
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>L. Continue to Oversee SH 365 (Segment 1, 2 &amp; 3) (Inc. SH 365 at GSA Anzalduas Bridge)(6.0 Months)</b> (Assisted by Blanton & Assoc. - Lead)	\$ 65,179.51	100.00%	\$65,179.51	\$65,179.51	\$0.00
1. Continue to Oversee Environmental Clearance By Atkins (EA) Includes Negotiating Limits to FM 1016 including Segment No. 3. Also, (W.A. No. 1)	\$ 64,918.66	100.00%	\$64,918.66	\$64,918.66	\$0.00
2. Continue to Oversee Drainage Studies / Utilities Produced By L&G Engineering / S&B Infrastructure	\$ 3,938.40	100.00%	\$3,938.40	\$3,938.40	\$0.00
3. Continue to QA/QC Drainage Study (90%)	\$ 4,459.76	100.00%	\$4,459.76	\$4,459.76	\$0.00
4. Attend Meeting With USBWC (1 Mtg. - El Paso)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
5. Attend Meeting With USACOE ( 1 Mtg. - HST)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
6. Attend Meeting With US Fish & Wildlife (1 Mtg. - RGV)	\$ 4,694.28	100.00%	\$4,694.28	\$4,694.28	\$0.00
7. Attend Meeting With TxDOT Austin / FHWA (1 Mtg. - Austin)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
8. Continue to Oversee / Development of 4-Lane Schematic (L&G Engineering and S&B Infrastructure) (W.A. No. 1)	\$ 49,511.86	100.00%	\$49,511.86	\$49,511.86	\$0.00
9. QA/QC Schematic (100%)	\$ 32,907.94	100.00%	\$32,907.94	\$32,907.94	\$0.00
10. Prepare Decision Matrix for Environmental Consultant (in Work Authorization 4)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
11. Continue to Oversee Surveyors including Right of Entry Assistance for 52 Parcels (DOS Logistics / Quintanilla) (Assisted by Aranda and Associates - Lead)	\$ 57,702.70	100.00%	\$57,702.70	\$57,702.70	\$0.00
12. Hold / Lead Public Involvement Meeting (1 Additional Mtg.) Including Prepare Exhibits	\$ 19,200.30	100.00%	\$19,200.30	\$19,200.30	\$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 Mtgs) (2 hrs / Mtg)(Inc. Prep Time)	\$ 7,139.82	100.00%	\$7,139.82	\$7,139.82	\$0.00
15. Assist HDR in Developing TIFIA Application	\$ -	0.00%	\$0.00	\$0.00	\$0.00
<b>M. SH 365 Segment No. 4 (US 281 / Military) (6.0 Months)</b>	\$ -	0.00%	\$0.00	\$0.00	\$0.00
1. Oversee Environmental Clearance by Atkins (Included in Item L.)	\$ 25,845.54	100.00%	\$25,845.54	\$25,845.54	\$0.00
2. Oversee Engineer in Development of Route Studies / Schematic / Survey / PS&E Development (4.0 Months)	\$ 6,591.94	100.00%	\$6,591.94	\$6,591.94	\$0.00
3. Finalize QA/QC Route Study	\$ -	0.00%	\$0.00	\$0.00	\$0.00
4. Continue to Meet With City of Pharr Including Development of Exhibits to Analyze SH 365 (Segment No. 4) (US 281 / I Road / San Juan Area) (2 Mtgs)	\$ 6,480.28	100.00%	\$6,480.28	\$6,480.28	\$0.00
<b>N. Implementation of GIS Tools - Phase IA</b>	\$ -	0.00%	\$0.00	\$0.00	\$0.00
1. Conduct Stakeholder and Program Management Team GIS user requirements meeting	\$ -	0.00%	\$0.00	\$0.00	\$0.00
2. Develop GIS user requirements documentation and implementation plan	\$ -	0.00%	\$0.00	\$0.00	\$0.00
3. Present user requirements and implementation plan to Stakeholders and Program Management Team	\$ -	0.00%	\$0.00	\$0.00	\$0.00
4. Acquire and integrate Bing Map services	\$ -	0.00%	\$0.00	\$0.00	\$0.00
5. Acquire and integrate existing GIS base map data from local government sources into an ArcGIS Server / SQL Server central database hosted from Dannenbaum's GIS hosting facility	\$ -	0.00%	\$0.00	\$0.00	\$0.00
6. Tile up to three large existing GIS databases acquired from local Government sources for efficient web map rendering of large datasets (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
7. Design, load and integrate HCRMA specific GIS data into an ArcGIS Server / SQL Server central database hosted from Dannenbaum's GIS hosting facility (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
8. QA/QC existing and HCRMA specific GIS database for compliance with Task 1 - Requirements (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
9. Develop login page user interface (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
10. QA/QC login page user interface for compliance with Task A - Requirements (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00

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

Work Order No. 6:  
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>N. Implementation of GIS Tools - Phase IA (Continued)</b>					
11. Develop ArcGIS Service, map services, Arc MAP, MXD projects files including map symbology (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
12. QA/QC ArcGIS Service, map services, Arc MAP, MXD projects files checking for quality of map symbology and compliance with Task 1 - Requirements (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
13. Develop GIS website map and legend tools on Dannenbaum's application development server (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
14. QA/QC / unit testing of the GIS website map and legend tools (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
15. Migrate GIS website map and legend tools from Dannenbaum's application development server to Dannenbaum's production ArcGIS Server hosting environment (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
16. Develop GIS website map and legend user manual documentation and conduct user training (Future W.A.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
<b>O. Implementation of Project Wise</b>					
1. Project Wise Overview Training (x1 initial kickoff meeting to go over Project Wise functionality and general use in an engineering project office environment)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
2. Project Wise Implementation (Install and configuration hardware and software onsite within DEC McAllen / HCRMA PMO)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
3. Project Wise End User Training (x4 brown bag training sessions to teach PMO users how to manage documents in a Project Wise document controlled environment)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
4. Inventory HCRMA Project Data by Type, User, Organization, Etc.	\$ -	0.00%	\$0.00	\$0.00	\$0.00
5. Conduct Project Wise / GIS Data Maintenance Business Process Workshop (x1 Day for Project Wise / x1 Day for GIS - include time estimate for key subcontractor participation)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
6. Develop HCRMA Project Wise and GIS data management business process documentation	\$ -	0.00%	\$0.00	\$0.00	\$0.00
7. Data Management End User Training (x4 brown bag training sessions to teach HCRMA PMO Project Wise and GIS data management business processes)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
<b>DIRECT EXPENSES</b>					
Lodging / Hotel (\$100.00 / DAY)	\$ 200.00	100.00%	\$200.00	\$200.00	\$0.00
Meals (\$30.00 / DAY)	\$ 60.00	100.00%	\$60.00	\$60.00	\$0.00
Rental Car	\$ 180.00	100.00%	\$180.00	\$180.00	\$0.00
Air Travel	\$ 1,000.00	100.00%	\$1,000.00	\$1,000.00	\$0.00
Parking	\$ 28.00	100.00%	\$28.00	\$28.00	\$0.00
Overnight Mail - letter size	\$ 1,150.00	100.00%	\$1,150.00	\$1,150.00	\$0.00
Courier Services	\$ 500.00	100.00%	\$500.00	\$500.00	\$0.00
Photocopies BW (8.5 X 11)	\$ 2,000.00	100.00%	\$2,000.00	\$2,000.00	\$0.00
Photocopies BW (11 X 17)	\$ 750.00	100.00%	\$750.00	\$750.00	\$0.00
Photocopies Color (8.5 X 11)	\$ 700.00	100.00%	\$700.00	\$700.00	\$0.00
Photocopies Color (11 X 17)	\$ 625.00	100.00%	\$625.00	\$625.00	\$0.00
Color Graphics on Foam Board	\$ 270.00	100.00%	\$270.00	\$270.00	\$0.00
Newspaper Advertisement	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Court Reporter (Public Hearings & Transcription)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Translator (English to Spanish or Sign Language)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Public Involvement Facility Rental	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Public Outreach Liaison (6 Months - Jan., Feb., Mar., Apr., May, June, 2013)	\$ 90,000.00	100.00%	\$90,000.00	\$90,000.00	\$0.00

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

Work Order No. 6:  
Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>DIRECT EXPENSES (Continued)</b>					
Accounting Support Services	\$ 10,000.00	100.00%	\$10,000.00	\$10,000.00	\$0.00
IT / Support Services (includes time on Project Wise Implementation / Data Organization @ 55 hrs)	\$ 8,000.00	100.00%	\$8,000.00	\$8,000.00	\$0.00
Bing Maps Annual Subscription Fee	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Management Support Services	\$ 40,000.00	100.00%	\$40,000.00	\$40,000.00	\$0.00
Community Action Support	\$ 45,000.00	100.00%	\$45,000.00	\$45,000.00	\$0.00
<b>Totals</b>	<b>\$ 689,834.33</b>		<b>\$ 689,834.33</b>	<b>\$ 689,834.33</b>	<b>\$ -</b>

Amount Due This Invoice

\$ -

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

Work Order No. 6: Supplemental Agreement No. 1 to WO 6 - Sketch Level Assessment of Potential Truck Diversion from Nogales Poe to Texas  
 Invoice Number: 465201/55/XV  
 Invoice Period: 05/01/2016 - 05/31/2016

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
A. Oversight of Sketch Level Assessment	\$ 5,654.52	100.00%	\$5,654.52	\$5,654.52	\$0.00
B. Review/Comment of Sketch Level Assessment	\$ 5,654.52	100.00%	\$5,654.52	\$5,654.52	\$0.00
C&M Associates, Inc. - Traffic and Revenue	\$ 70,000.00	100.00%	\$70,000.00	\$70,000.00	\$0.00
<b>Totals</b>	<b>\$ 81,309.04</b>		<b>\$81,309.04</b>	<b>\$81,309.04</b>	<b>\$0.00</b>

Amount Due This Invoice

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\$

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

Work Order No. 6:  
Supplemental Agreement No. 2 to WO 6 - Value Engineering Report for SH 365

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>A. Pre- and Post-Workshop</b>					
1) Project Management	\$ 3,714.78	100.00%	\$3,714.78	\$3,714.78	\$0.00
2) Pre-Workshop planning, information review, draft functional analysis	\$ 6,481.36	100.00%	\$6,481.36	\$6,481.36	\$0.00
3) Prepare Draft VE report, circulate for comment, finalize VE report	\$ 19,097.92	100.00%	\$19,097.92	\$19,097.92	\$0.00
<b>B. Value Engineering Workshop (Mon-Fri)</b>					
1) Travel time allowance	\$ 16,378.40	100.00%	\$16,378.40	\$16,378.40	\$0.00
2) VE Workshop	\$ 93,399.84	100.00%	\$93,399.84	\$93,399.84	\$0.00
<b>DIRECT EXPENSES</b>					
Lodging / Hotel (\$100.00 / DAY)	\$ 2,000.00	100.00%	\$2,000.00	\$2,000.00	\$0.00
Meals (\$30.00 / DAY)	\$ 900.00	100.00%	\$900.00	\$900.00	\$0.00
Rental Car	\$ 780.00	100.00%	\$780.00	\$780.00	\$0.00
Air Travel	\$ 4,900.00	100.00%	\$4,900.00	\$4,900.00	\$0.00
Parking	\$ 300.00	100.00%	\$300.00	\$300.00	\$0.00
Overnight Mail - letter size	\$ 163.00	100.00%	\$163.00	\$163.00	\$0.00
Courier Services	\$ 100.00	100.00%	\$100.00	\$100.00	\$0.00
Photocopies B/W (8.5 X 11)	\$ 50.00	100.00%	\$50.00	\$50.00	\$0.00
Photocopies B/W (11 X 17)	\$ 20.00	100.00%	\$20.00	\$20.00	\$0.00
Photocopies Color (8.5 X 11)	\$ 350.00	100.00%	\$350.00	\$350.00	\$0.00
Photocopies Color (11 X 17)	\$ 125.00	100.00%	\$125.00	\$125.00	\$0.00
Presentation Boards 30" x 40" Color Mounted	\$ 360.00	100.00%	\$360.00	\$360.00	\$0.00
<b>Totals</b>	\$ 149,120.30		\$149,120.30	\$149,120.30	\$ -

Amount Due This Invoice

\$ -

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

Work Order No. 6: Supplemental Agreement No. 3 to WO 6 - IBTC Low Level Flight  
 Invoice Number: 465201/55/XV  
 Invoice Period: 05/01/2016 - 05/31/2016

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>FC 145 - PROJECT MANAGEMENT AND ADMINISTRATION (FC 110 TO FC 160) (5 MONTHS)</b>					
Project Management	\$ 3,218.16	100.00%	\$3,218.16	\$3,218.16	\$0.00
Coordination/Prepare Sub Contracts (1-Total)	\$ 1,396.56	100.00%	\$1,396.56	\$1,396.56	\$0.00
Manage Subconsultant Contracts (1-Total x 2-Mths/Mo Ea. x 5 Mos)	\$ 3,096.72	100.00%	\$3,096.72	\$3,096.72	\$0.00
Preparation of Invoices and Progress Reports (1 Per Mo X 5 Mos = 5 EA)	\$ 2,307.36	100.00%	\$2,307.36	\$2,307.36	\$0.00
Monitor Subproviders' Schedules on Monthly Basis (1 EA FOR 4 MONTHS)	\$ 2,307.36	100.00%	\$2,307.36	\$2,307.36	\$0.00
Prepare Monthly Project Schedule Update (5 EA)	\$ 1,366.20	100.00%	\$1,366.20	\$1,366.20	\$0.00
Organize and Upload Electronic File Deliverables	\$ 3,388.16	100.00%	\$3,388.16	\$3,388.16	\$0.00
QC/QA - Revised Draft Schematic (1 Submittal)	\$ 6,046.04	100.00%	\$6,046.04	\$6,046.04	\$0.00
QC/QA - Final Schematic ( 1 Submittal)	\$ 5,331.48	100.00%	\$5,331.48	\$5,331.48	\$0.00
QC/QA - Survey	\$ 8,841.36	100.00%	\$8,841.36	\$8,841.36	\$0.00
<b>FC 150 - FIELD SURVEYING AND PHOTOGRAMMETRY</b>					
Remove Existing DTM from Original Flight	\$ 922.92	100.00%	\$922.92	\$922.92	\$0.00
Update and Verify New Flight DTM File	\$ 3,367.98	100.00%	\$3,367.98	\$3,367.98	\$0.00
Right of Entry - Coordination, Administration, Research and Abstracing	\$ 48,900.00	100.00%	\$48,900.00	\$48,900.00	\$0.00
Preliminary Data Acquisition - Update Ownership Information and Maps	\$ 5,783.36	100.00%	\$5,783.36	\$5,783.36	\$0.00
Establish Primary Control Network	\$ 33,502.80	100.00%	\$33,502.80	\$33,502.80	\$0.00
Establish Secondary Control Network Along Proposed Centerline	\$ 25,269.56	100.00%	\$25,269.56	\$25,269.56	\$0.00
Establish Aerial Target Network for Design Level Photogrammetry	\$ 60,902.08	100.00%	\$60,902.08	\$60,902.08	\$0.00
Alignment Control	\$ 42,585.95	100.00%	\$42,585.95	\$42,585.95	\$0.00
Aerial Survey	\$ 63,885.56	100.00%	\$63,885.56	\$63,885.56	\$0.00
<b>FC 160 - UPDATE SCHEMATIC BASED ON NEW DTM</b>					
Update Horizontal Alignment Based on New DTM	\$ 4,930.36	100.00%	\$4,930.36	\$4,930.36	\$0.00
Update Vertical Alignment Based on New DTM	\$ 4,930.36	100.00%	\$4,930.36	\$4,930.36	\$0.00
Update ROW File Based on Revised Corner Clips	\$ 3,084.52	100.00%	\$3,084.52	\$3,084.52	\$0.00
Update Roadway Master Design File	\$ 5,515.34	100.00%	\$5,515.34	\$5,515.34	\$0.00
Verify and Update Topo File	\$ 3,550.12	100.00%	\$3,550.12	\$3,550.12	\$0.00
<b>DIRECT EXPENSES</b>					
Overnight Mail - letter size	\$ 400.00	100.00%	\$400.00	\$400.00	\$0.00
Courier Services	\$ 1,000.00	100.00%	\$1,000.00	\$1,000.00	\$0.00
Photocopies Color (11 X 17)	\$ 250.00	100.00%	\$250.00	\$250.00	\$0.00
Plots (Color on Bond) (4 Plots @ 40" each)	\$ 640.00	100.00%	\$640.00	\$640.00	\$0.00
<b>Totals</b>	\$ 346,720.31		\$ 346,720.31	\$ 346,720.31	\$ -

Amount Due This Invoice

\$

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

Work Order No. 6: Invoice Number: 465201/55/XV  
 Supplemental Agreement No. 4 to WO 6 - Engineering Management/Partial Operations Implementation/Public Outreach Invoice Period: 05/01/2016 - 05/31/2016  
 Replaced by Supplemental Agreement No. 6 to WO 6 - Engineering Management/Partial Operations Implementation/Public Outreach

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>A. Coordinate / Update / Assist Executive Director</b>					
1.) Continue to Educate Executive Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (Including Weekly Mtgs) from July 1, 2013 to December 31, 2013	\$ 6,123.52	100.00%	\$6,123.52	\$6,123.52	\$0.00
<b>B. Attend / Prepare Data / Report on Various Meetings (6.0 Months) July 1, 2013 through December 31, 2013</b>					
1. HCRMA Board Meetings Including Presentation (Monthly) (6 Mtgs) (Inc. Prep Time)	\$ 11,571.60	100.00%	\$11,571.60	\$11,571.60	\$0.00
2. HCRMA Planning Committee Meetings (6 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 6,313.20	100.00%	\$6,313.20	\$6,313.20	\$0.00
3. HCRMA Finance Committee Meetings (6 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 3,156.60	100.00%	\$3,156.60	\$3,156.60	\$0.00
4. HCRMA MPO Policy Committee Meeting (6 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 3,939.90	100.00%	\$3,939.90	\$3,939.90	\$0.00
5. HCRMA MPO Tech Committee Meeting (6 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 3,108.90	100.00%	\$3,108.90	\$3,108.90	\$0.00
6. Various HCRMA Mtgs w/ Individual Board Members / Special Board Meetings (6 Mtg @ 2 hrs/Mtg) (Inc. Prep Time)	\$ 4,540.16	100.00%	\$4,540.16	\$4,540.16	\$0.00
7. Hidalgo County Meetings w/Staff (2 Mtgs. @2 hr. / Mtg.) (Inc. Prep Time)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
8. Hidalgo County Commissioner Precinct No. 1 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ 2,436.32	100.00%	\$2,436.32	\$2,436.32	\$0.00
9. Hidalgo County Commissioner Precinct No. 2 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,902.00	100.00%	\$1,902.00	\$1,902.00	\$0.00
10. Hidalgo County Commissioner Precinct No. 3 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,902.00	100.00%	\$1,902.00	\$1,902.00	\$0.00
11. Hidalgo County Commissioner Precinct No. 4 (2 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,902.00	100.00%	\$1,902.00	\$1,902.00	\$0.00
12. Attend Meetings TxDOT-Pharr (2 Mtgs. @ 2 hrs. / Mtg.) (Inc. Prep Time)	\$ 1,902.00	100.00%	\$1,902.00	\$1,902.00	\$0.00
13. Attend Meetings TxDOT-Austin includes Travel (1 Mtg. @ 10 hrs. / Mtg.)	\$ 3,388.78	100.00%	\$3,388.78	\$3,388.78	\$0.00
14. Attend Meetings With Legislators (1 Mtgs. @ 2 hrs. / Mtg.)	\$ 1,011.72	100.00%	\$1,011.72	\$1,011.72	\$0.00
15. Attend Meeting - 3 days in Washington to Visit Congress/TIFA (1 Mtg.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
16. Attend Hidalgo County Commissioners' Court Meeting (3 Mtgs. X 2 hr./Mtg.)	\$ 2,853.00	100.00%	\$2,853.00	\$2,853.00	\$0.00
<b>C. Continue to Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy, Including Updating Strategy (One (1) Update) from July 1, 2013 to December 31, 2013</b>	\$ 5,132.32	100.00%	\$5,132.32	\$5,132.32	\$0.00
<b>D. Continue to Negotiate / Coordinate with TxDOT on TxDOT Funding Modification (availability payments-CAT12) for SH 365 (Segment 1,2,3 and 4) / Segment No. 4 (US 281 / Military) from July 1, 2013 to December 31, 2013</b>					
1. Meet / Coordinate With TxDOT Pharr (1 Mtg. @ 2 hrs. / Mtg.)	\$ 1,728.22	100.00%	\$1,728.22	\$1,728.22	\$0.00
2. Meet / Coordinate With TxDOT Austin (2 Mtgs. @ 10 hrs. / Mtg.)	\$ 7,579.08	100.00%	\$7,579.08	\$7,579.08	\$0.00
3. Finalize Availability Payments with TxDOT	\$ 2,566.16	100.00%	\$2,566.16	\$2,566.16	\$0.00
<b>E. Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System from July 1, 2013 to December 31, 2013</b>					
1. Continue to Input Data for Development of Monthly Reports for HCRMA Board (July 1, 2013 thru December 31, 2013)	\$ 6,069.74	100.00%	\$6,069.74	\$6,069.74	\$0.00
2. Continue to Modify Monthly Reports for HCRMA Needs	\$ 5,826.86	100.00%	\$5,826.86	\$5,826.86	\$0.00
3. Continue to Input Monthly Data and Produce Final Reports for July 1, 2013 thru December 31, 2013	\$ 5,723.64	100.00%	\$5,723.64	\$5,723.64	\$0.00
<b>F. Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy) from July 1, 2013 through December 31, 2013</b>	\$ 9,684.90	100.00%	\$9,684.90	\$9,684.90	\$0.00

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

Work Order No. 6: Invoice Number: 465201/55/XV  
 Supplemental Agreement No. 4 to WO 6 - Engineering Management/Partial Operations Implementation/Public Outreach Invoice Period: 05/01/2016 - 05/31/2016  
 Replaced by Supplemental Agreement No. 6 to WO 6 - Engineering Management/Partial Operations Implementation/Public Outreach

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>G. Continue to Coordinate with Hidalgo County Appraisal District on TRZ Inputs and Agreements and Finalize Agreements with each entity</b> 1. Research/Develop/Assist in Creating and Inputting of Data for Around 485 Parcels within TRZ to Assume Accuracy	\$ 62,661.60	100.00%	\$62,661.60	\$62,661.60	\$0.00
<b>H. Continue to Finalize and Implement Public Outreach Program Managing with Assistance from Consultants from July 1, 2013 to December 31, 2013</b>	\$ 15,510.90	100.00%	\$15,510.90	\$15,510.90	\$0.00
1. Finalize / Implement Public Outreach	\$ -	0.00%	\$0.00	\$0.00	\$0.00
2. Review / Update Website	\$ -	0.00%	\$0.00	\$0.00	\$0.00
3. Develop Monthly Newsletter (Assist Subs)	\$ 11,580.84	100.00%	\$11,580.84	\$11,580.84	\$0.00
4. Begin Development of Branding Loop Project (Assist Subs)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
5. Assist / Develop Support Resolution From All Cities (Total 5 Mtgs.)	\$ 3,778.26	100.00%	\$3,778.26	\$3,778.26	\$0.00
6. Meet with Large Property Owners (SH 365)(Total 2 Mtgs. Including Preparation)	\$ 1,892.16	100.00%	\$1,892.16	\$1,892.16	\$0.00
7. Meet with EDC for the Cities of McAllen / Mission (Total 1 Mtg.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
8. Meet with Trade Association / Civic Association (US / Mexico) (Total 1 Mtg.)	\$ 1,467.12	100.00%	\$1,467.12	\$1,467.12	\$0.00
<b>I. Continue Public Outreach Meetings (Formal Presentation to Council) with the following Cities (Including Travel and Preparation for Meeting) (6.0 Months)(from July 1, 2013 to December 1, 2013):</b>	\$ 2,739.94	100.00%	\$2,739.94	\$2,739.94	\$0.00
1. City of Pharr (2 Mtgs)	\$ 1,758.58	100.00%	\$1,758.58	\$1,758.58	\$0.00
2. City of Granjeno (1 Mtg)	\$ 1,728.22	100.00%	\$1,728.22	\$1,728.22	\$0.00
3. City of Donna (1 Mtg)	\$ 1,728.22	100.00%	\$1,728.22	\$1,728.22	\$0.00
4. City of Weslaco (1 Mtg)	\$ 1,728.22	100.00%	\$1,728.22	\$1,728.22	\$0.00
5. City of Mercedes (1 Mtg)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
6. City of Edcouch (1 Mtg)	\$ 3,721.30	100.00%	\$3,721.30	\$3,721.30	\$0.00
7. City of McAllen (2 Mtgs.)	\$ 3,721.30	100.00%	\$3,721.30	\$3,721.30	\$0.00
8. City of Mission (2 Mtgs.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
9. City of Penitas (1 Mtg)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
10. City of Palmview (1 Mtg)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
11. City of La Joya (1 Mtg)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
12. City of Edinburg (2 Mtgs)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
13. City of Sullivan City (1 Mtg)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
<b>J. Continue the Oversight of C&amp;M Associates, Inc., in Developing the Overweight Corridor Study (6.0 months) from July 1, 2013 to December 31, 2013</b>	\$ 4,367.24	100.00%	\$4,367.24	\$4,367.24	\$0.00
1. Implementation of C&M Overweight Corridor Study	\$ 8,544.84	100.00%	\$8,544.84	\$8,544.84	\$0.00
2. Update Strategic Plan for Funding (Project Funding from Overweight Permits / Additional TxDOT Funding/Leverage)	\$ 7,512.56	100.00%	\$7,512.56	\$7,512.56	\$0.00
3. Coordinate with development of overweight corridor	\$ -	0.00%	\$0.00	\$0.00	\$0.00
<b>K. Continue to Oversee IBTC (6.0 Months) from July 1, 2013 to December 1, 2013</b>	\$ 29,862.78	100.00%	\$29,862.78	\$29,862.78	\$0.00
1. Assist HCRMA E.D. to Modify RFP and Procure Engineering Services (Including Contract Negotiations for Main Contract and WA No. 1) for each Project Assumes (2 Projects)	\$ 12,163.78	100.00%	\$12,163.78	\$12,163.78	\$0.00
2. Assist HCRMA E.D. to Develop RFQ, Procure Surveyors for Right of Way mapping (Including Contract Negotiations for Main Contract and WA No. 1 assumes 3 Surveyors (Assist by Aranda & Associates))	\$ 4,027.18	100.00%	\$4,027.18	\$4,027.18	\$0.00
3. Assist HCRMA E.D. to Develop RFQ, Procure Geotechnical Consultant for Geotechnical work for all of IBTC assume one project	\$ 50,790.94	100.00%	\$50,790.94	\$50,790.94	\$0.00
4. Continue to Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (6.0 Months)	\$ -	0.00%	\$0.00	\$0.00	\$0.00

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

Work Order No. 6: Invoice Number: 465201/55/XV  
 Supplemental Agreement No. 4 to WO 6 - Engineering Management/Partial Operations Implementation/Public Outreach Invoice Period: 05/01/2016 - 05/31/2016  
 Replaced by Supplemental Agreement No. 6 to WO 6 - Engineering Management/Partial Operations Implementation/Public Outreach

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>K. Continue to Oversee IBTC (6.0 Months) from July 1, 2013 to December 1, 2013 (continued)</b>					
5. Oversee IBTC Drainage Studies (Nov. 1, 2013 to Dec. 31, 2013) (2.0 Months) (Delete Future WA)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
6. Oversee Low Level Flight (Assisted by Aranda & Associates - Lead) (Including previous)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
7. QA/QC Drainage Study (60%)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
8. QA/QC Low Level Flight (Aranda) (Including previous)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
9. Attend Meeting with USIBWC (1) (Combined with SH 365) in El Paso	\$ -	0.00%	\$0.00	\$0.00	\$0.00
10. Attend Meeting with USACOE (1) (Combined with SH 365)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
11. Attend Meeting with US Fish and Wildlife (1) (Delete Future WA)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
<b>L. Continue to Oversee SH 365 (Segment 1, 2 &amp; 3) (Inc. SH 365 at GSA Anzalduas Bridge)(6.0 Months) from July 1, 2013 to December 31, 2013</b>					
1. Continue to Oversee Environmental Clearance By Atkins (EA) includes Negotiating Limits to FM 1016 (Assisted by Blanton & Assoc. - Lead)	\$ 85,371.13	100.00%	\$85,371.13	\$85,371.13	\$0.00
2. Continue to Oversee Drainage Studies / Utilities / Pavement Design Produced By L&G Engineering / S&B Infrastructure including Segment No. 3. Also, (W.A. No. 1)	\$ 51,171.52	100.00%	\$51,171.52	\$51,171.52	\$0.00
3. Continue to QA/QC Drainage Study (90%)	\$ 12,937.22	100.00%	\$12,937.22	\$12,937.22	\$0.00
4. Attend Meeting With USIBWC (1 Mtg. - El Paso) (Including IBTC)	\$ 5,544.34	100.00%	\$5,544.34	\$5,544.34	\$0.00
5. Attend Meeting With USACOE ( 1 Mtg. - HST)	\$ 5,544.34	100.00%	\$5,544.34	\$5,544.34	\$0.00
6. Attend Meeting With US Fish & Wildlife (1 Mtg. - RGV) (Included in IBTC)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
7. Attend Meeting With TxDOT Austin / FHWA (1 Mtg. - Austin)	\$ 4,694.28	100.00%	\$4,694.28	\$4,694.28	\$0.00
8. Continue to Oversee / Development of 4-Lane Schematic (L&G Engineering and S&B Infrastructure) (W.A. No. 1)	\$ 22,267.48	100.00%	\$22,267.48	\$22,267.48	\$0.00
9. QA/QC Schematic (100%)	\$ 29,264.82	100.00%	\$29,264.82	\$29,264.82	\$0.00
10. Prepare Decision Matrix for Environmental Consultant	\$ -	0.00%	\$0.00	\$0.00	\$0.00
11. Continue to Oversee Surveyors including Right of Entry Assistance for 100 Parcels (DOS Logistics / Quintanilla) (Assisted by Aranda and Associates - Lead)	\$ 3,968.78	100.00%	\$3,968.78	\$3,968.78	\$0.00
12. Hold / Lead Public Involvement Meeting (1 Additional Mtg.) Including Prepare Exhibits (Partial Deletion, Actual meeting in future WA)	\$ 3,840.39	100.00%	\$3,840.39	\$3,840.39	\$0.00
13. Negotiate/Prepare W.A. No. 2 with L&G & S&B for PS&E Development including monitoring PS&E Development from 9/1/13 to 12/31/13 (4 Months)	\$ 42,197.02	100.00%	\$42,197.02	\$42,197.02	\$0.00
14. Negotiate/Prepare W.A. No. 2 for DOS and Quintanilla for SH 365 (Assist by Aranda & Associates)	\$ 71,198.50	100.00%	\$71,198.50	\$71,198.50	\$0.00
15. Meet with Hunt Development (Mission - 2 Mtgs) (2 hrs / Mtg)/(Inc. Prep Time)	\$ 7,139.82	100.00%	\$7,139.82	\$7,139.82	\$0.00
16. Assist HDR in Developing TIFIA Application (NOT in this supplemental)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
<b>M. Continue to Oversee SH 365 Segment No. 4 (US 281 / Military) (6.0 Months) from July 1, 2013 to December 1, 2013</b>					
1. Oversee Environmental Clearance by Atkins (Included in Item L.)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
2. Oversee Engineer in Development of Drainage / Utilities / Schematic / Survey / Warrant Studies / Illumination Studies (6.0 Months)	\$ 59,802.88	100.00%	\$59,802.88	\$59,802.88	\$0.00
3. Negotiate / Prepare WA No. 3 for TEDSI for Preparation of PS&E and Monitor PS&E for 11/1/13 to 12/31/13 (2.0 Months)	\$ 24,628.72	100.00%	\$24,628.72	\$24,628.72	\$0.00
4. Continue to Meet With City of Pharr Including Development of Exhibits to Analyze SH 365 (Segment No. 4) (US 281 / I Road / San Juan Area) (2 Mtgs)	\$ 6,480.28	100.00%	\$6,480.28	\$6,480.28	\$0.00

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

Work Order No. 6: Supplemental Agreement No. 4 to WO 6 - Engineering Management/Partial Operations Implementation/Public Outreach  
 Replaced by Supplemental Agreement No. 6 to WO 6 - Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/55/XV  
 Invoice Period: 05/01/2016 - 05/31/2016

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>N. Implementation of GIS Tools</b>					
<b>User Requirements</b>					
1. Conduct Stakeholder and Program Management Team GIS user requirements meeting	\$ 3,716.08	100.00%	\$3,716.08	\$3,716.08	\$0.00
2. Develop GIS user requirements documentation and implementation plan	\$ 4,323.28	100.00%	\$4,323.28	\$4,323.28	\$0.00
3. Present user requirements and implementation plan to Stakeholders and Program Management Team	\$ 621.23	100.00%	\$621.23	\$621.23	\$0.00
<b>Database</b>					
1. Design, load and integrate HCRMA specific GIS data into an ArcGIS Server / SQL Server central database with ProjectWise documents	\$ 31,428.96	100.00%	\$31,428.96	\$31,428.96	\$0.00
2. QA/QC existing and HCRMA specific GIS database for compliance with Requirements	\$ 4,176.43	100.00%	\$4,176.43	\$4,176.43	\$0.00
1. Develop GIS roadway information management tools on Dannenbaum's application development server	\$ 12,629.60	100.00%	\$12,629.60	\$12,629.60	\$0.00
2. Integrate document access through ArcGIS Server website application to documents being managed through ProjectWise	\$ 3,788.88	100.00%	\$3,788.88	\$3,788.88	\$0.00
3. QA/QC / unit testing of the GIS roadway information management tools	\$ 8,913.68	100.00%	\$8,913.68	\$8,913.68	\$0.00
4. Migrate GIS roadway information management tools from Dannenbaum's application development server to Dannenbaum's production ArcGIS Server hosting environment	\$ 1,569.60	100.00%	\$1,569.60	\$1,569.60	\$0.00
5. Develop GIS roadway information management tools user manual documentation and conduct user training	\$ 3,088.30	100.00%	\$3,088.30	\$3,088.30	\$0.00
<b>ROW Acquisition Tools</b>					
1. Develop ROW acquisition tools on Dannenbaum's application development server	\$ 3,788.88	100.00%	\$3,788.88	\$3,788.88	\$0.00
2. QA/QC / unit testing of the ROW acquisition tools	\$ 2,543.01	100.00%	\$2,543.01	\$2,543.01	\$0.00
3. Migrate ROW acquisition tools from Dannenbaum's application development server to Dannenbaum's production ArcGIS server hosting environment	\$ 1,569.60	100.00%	\$1,569.60	\$1,569.60	\$0.00
4. Develop ROW acquisition tools user manual documentation and conduct user training	\$ 2,773.71	100.00%	\$2,773.71	\$2,773.71	\$0.00
<b>Utility Adjustment Tools</b>					
1. Develop utility adjustment tools on Dannenbaum's application development server	\$ 18,944.40	100.00%	\$18,944.40	\$18,944.40	\$0.00
2. QA/QC / unit testing of the utility adjustment tools	\$ 9,228.27	100.00%	\$9,228.27	\$9,228.27	\$0.00
3. Migrate utility adjustment tools from Dannenbaum's application development server to Dannenbaum's production ArcGIS server hosting environment	\$ 1,569.60	100.00%	\$1,569.60	\$1,569.60	\$0.00
4. Develop utility adjustment tools user manual documentation and conduct user training	\$ 2,773.71	100.00%	\$2,773.71	\$2,773.71	\$0.00
<b>Helpdesk</b>					
1. Tech Support	\$ 5,993.12	100.00%	\$5,993.12	\$5,993.12	\$0.00
<b>Data Maintenance</b>					
1. Perform database updates and maintenance to keep information current	\$ 46,268.40	100.00%	\$46,268.40	\$46,268.40	\$0.00
<b>O. Implementation of Project Wise</b>					
1. PMC Training (x1 brownbag session via Web)	\$ 503.98	100.00%	\$503.98	\$503.98	\$0.00
2. On-going Support (6 months)	\$ 4,736.16	100.00%	\$4,736.16	\$4,736.16	\$0.00
3. Project Wise End User Training (x4 brown bag training sessions via Web to teach ANY End user how to manage documents in a Project Wise document controlled environment)	\$ 3,242.48	100.00%	\$3,242.48	\$3,242.48	\$0.00
4. Develop HCRMA Project Wise and GIS data management business process documentation	\$ 5,246.28	100.00%	\$5,246.28	\$5,246.28	\$0.00

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

Work Order No. 6: Supplemental Agreement No. 4 to WO 6 - Engineering Management/Partial Operations Implementation/Public Outreach  
 Replaced by Supplemental Agreement No. 6 to WO 6 - Engineering Management/Partial Operations Implementation/Public Outreach

Invoice Number: 465201/55/XV  
 Invoice Period: 05/01/2016 - 05/31/2016

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>P. Negotiate Oversee Toll Integrator (Consultants) from July 1, 2013 to December 31, 2013</b>					
1. Finalize Previous Selection / Negotiate / Prepare Contract and WA No. 1 to Develop Overall Toll Strategy for Loop with HDR Assistance	\$ 2,653.83	100.00%	\$2,653.83	\$2,653.83	\$0.00
2. Negotiate / Prepare WA No. 2 to Prepare Preliminary Engineering for SH 365 Toll Integrator with HDR Assistance (Next WA)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
3. Oversee / Manage WA No. 1 - Toll Integrator (Consultants) (Overall Toll Strategy for Loop) (3 Months)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
4. Oversee / Manage WA No. 2 - Toll Integrator (Consultants) (Preliminary Engineering for SH 365 (Next WA)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
<b>Q. Develop / Procure / Negotiate Services for various Consultants to be used on SH 365 and IBTC</b>					
1. Assist E.D. to Develop RFP, Procurement Services and Negotiate Contracts for appraisal consultants for both SH 365 and IBTC (Develop Post-Assume three (3) Appraisals)	\$ 5,933.78	100.00%	\$5,933.78	\$5,933.78	\$0.00
2. Assist E.D. to Develop RFP, Procurement Services and Negotiate Contracts for title company consultants for both SH 365 and IBTC (Develop Post-Assume three (3) consultants)	\$ 5,933.78	100.00%	\$5,933.78	\$5,933.78	\$0.00
3. Assist E.D. to Develop RFP, Procurement Services and Negotiate Contracts for Right-of-Way Agents for both SH 365 and IBTC (Develop Post-Assume three (3) Agents)	\$ 5,933.78	100.00%	\$5,933.78	\$5,933.78	\$0.00
<b>R. Value Engineering - IBTC Pre- and Post-Workshop</b>					
1. Project Management	\$ 3,714.78	100.00%	\$3,714.78	\$3,714.78	\$0.00
2. Pre-Workshop Planning, information review, draft functional analysis	\$ 6,481.36	100.00%	\$6,481.36	\$6,481.36	\$0.00
3. Prepare Draft VE report, circulate for comment, finalize VE report	\$ 18,642.52	100.00%	\$18,642.52	\$18,642.52	\$0.00
<b>Value Engineering Working (Mon-Fri) (IBTC)</b>					
1. Travel time allowance (IBTC)	\$ 16,378.40	100.00%	\$16,378.40	\$16,378.40	\$0.00
2. VE Workshop (IBTC)	\$ 86,113.44	100.00%	\$86,113.44	\$86,113.44	\$0.00
<b>R. Additional Tasks Required from September 1, 2013 to December 31, 2013</b>					
1. Additional field effort based on TxDOT Pharr District Comment to Draft EA	\$ 12,930.43	100.00%	\$12,930.43	\$12,930.43	\$0.00
2. ETT Sharyland Utility / AEP Transmission Project	\$ 55,061.80	100.00%	\$55,061.80	\$55,061.80	\$0.00
3. VRF Bond sale documentation	\$ 16,650.45	100.00%	\$16,650.45	\$16,650.45	\$0.00
<b>DIRECT EXPENSES</b>					
Lodging / Hotel (\$100.00 / DAY)	\$ 3,370.00	100.00%	\$3,370.00	\$3,370.00	\$0.00
Meals (\$30.00 / DAY)	\$ 1,320.00	100.00%	\$1,320.00	\$1,320.00	\$0.00
Rental Car	\$ 1,860.00	100.00%	\$1,860.00	\$1,860.00	\$0.00
Air Travel	\$ 10,400.00	100.00%	\$10,400.00	\$10,400.00	\$0.00
Parking	\$ 426.00	100.00%	\$426.00	\$426.00	\$0.00
Mileage	\$ 215.00	100.00%	\$215.00	\$215.00	\$0.00
Overnight Mail - letter size	\$ 2,250.00	100.00%	\$2,250.00	\$2,250.00	\$0.00
Courier Services	\$ 2,600.00	100.00%	\$2,600.00	\$2,600.00	\$0.00
Photocopies BW (8.5 X 11)	\$ 2,120.00	100.00%	\$2,120.00	\$2,120.00	\$0.00
Photocopies B/W (11 X 17)	\$ 1,088.30	100.00%	\$1,088.30	\$1,088.30	\$0.00
Photocopies Color (8.5 X 11)	\$ 590.00	100.00%	\$590.00	\$590.00	\$0.00
Photocopies Color (11 X 17)	\$ 2,000.00	100.00%	\$2,000.00	\$2,000.00	\$0.00
Color Graphics on Foam Board	\$ 1,860.00	100.00%	\$1,860.00	\$1,860.00	\$0.00
Newspaper Advertisement	\$ -	0.00%	\$0.00	\$0.00	\$0.00

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FOR CONSULTING ENGINEER'S SERVICES**

Work Order No. 6: Invoice Number: 465201/55/XV  
 Supplemental Agreement No. 4 to WO 6 - Engineering Management/Partial Operations Implementation/Public Outreach Invoice Period: 05/01/2016 - 05/31/2016  
 Replaced by Supplemental Agreement No. 6 to WO 6 - Engineering Management/Partial Operations Implementation/Public Outreach

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>DIRECT EXPENSES (Continued)</b>					
Court Reporter (Public Hearings & Transcription)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Translator (English to Spanish or Sign Language)	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Public Involvement Facility Rental	\$ -	0.00%	\$0.00	\$0.00	\$0.00
Public Outreach Liaison (6 Months - July - December, 2013)	\$ 90,000.00	100.00%	\$90,000.00	\$90,000.00	\$0.00
Accounting Support Services	\$ 10,000.00	100.00%	\$10,000.00	\$10,000.00	\$0.00
IT / Support Services (includes time on Project Wise Implementation / Data Organization @ 60 hrs)	\$ 12,800.00	100.00%	\$12,800.00	\$12,800.00	\$0.00
Bing Maps Annual Subscription Fee	\$ 5,000.00	100.00%	\$5,000.00	\$5,000.00	\$0.00
Management Support Services	\$ 48,000.00	100.00%	\$48,000.00	\$48,000.00	\$0.00
Community Action Support	\$ 54,000.00	100.00%	\$54,000.00	\$54,000.00	\$0.00
<b>Totals</b>	<b>\$ 1,437,465.41</b>		<b>\$ 1,437,465.41</b>	<b>\$ 1,437,465.41</b>	<b>\$ -</b>

Amount Due This Invoice \$ -

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

Work Order No. 6:  
Supplemental Agreements No. 5 & No. 7 to WO 6 - SUE Services - SH 365

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>Oversight of Utility Exposures and Potholing for SH 365 from FM 1016/Conway Ave. to US 281/Military Highway (not including from 0.45 miles East of Spur 600 to FM 2557/Stewart Rd. along US 281/Military Highway)</b>					
1. Coordination with SUE Provider, Utility Companies and Surveyors	\$ 1,678.91	100.00%	\$1,678.91	\$1,678.91	\$0.00
2. Review of Utility Exposure and Potholing Data	\$ 7,925.92	100.00%	\$7,925.92	\$7,925.92	\$0.00
<b>Compensable Utility Exposures</b>					
Utility Locating Services	\$ 56,950.00	100.00%	\$56,950.00	\$56,950.00	\$0.00
Mobilization/Demobilization	\$ 2,700.00	100.00%	\$2,700.00	\$2,700.00	\$0.00
Reimbursables (Traffic Control & Per Diem)	\$ 3,740.00	100.00%	\$3,740.00	\$3,740.00	\$0.00
<b>Non-Compensable Utility Exposures (Permitted)</b>					
Utility Locating Services	\$ 38,700.00	100.00%	\$38,700.00	\$38,700.00	\$0.00
Mobilization/Demobilization	\$ 2,700.00	100.00%	\$2,700.00	\$2,700.00	\$0.00
Reimbursables (Traffic Control & Per Diem)	\$ 2,660.00	100.00%	\$2,660.00	\$2,660.00	\$0.00
<b>Subtotal - SA #5</b>	<b>\$ 117,054.83</b>		<b>\$ 117,054.83</b>	<b>\$ 117,054.83</b>	<b>\$ -</b>
<b>Compensable Utility Exposures - SA #7 - Additional 27 Exposures</b>					
Utility Locating Services	\$ 46,580.00	100.00%	\$46,580.00	\$46,580.00	\$0.00
Mobilization/Demobilization	\$ 2,700.00	100.00%	\$2,700.00	\$2,700.00	\$0.00
Reimbursables (Traffic Control & Per Diem)	\$ 4,970.00	100.00%	\$4,970.00	\$4,970.00	\$0.00
<b>Non-Compensable Utility Exposures (Permitted) - SA #7 - Additional 27 Exposures</b>					
Utility Locating Services	\$ 9,430.00	100.00%	\$9,430.00	\$9,430.00	\$0.00
Reimbursables (Traffic Control & Per Diem)	\$ 1,310.00	100.00%	\$1,310.00	\$1,310.00	\$0.00
<b>Subtotal - SA #7</b>	<b>\$ 64,990.00</b>		<b>\$ 64,990.00</b>	<b>\$ 64,990.00</b>	<b>\$ -</b>
<b>Totals</b>	<b>\$ 182,044.83</b>		<b>\$ 182,044.83</b>	<b>\$ 182,044.83</b>	<b>\$ -</b>

Amount Due This Invoice \$ -

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

June 22, 2016

Pilar Rodriguez, P.E. - Executive Director  
Hidalgo County Regional Mobility Authority  
510 South Pleasantview Drive  
Weslaco, Texas 78596

Work Order No. 8 including SWA #1 to WO #8:  
Systemwide Management & Project Management Tasks

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
	<b>SYSTEMWIDE MANAGEMENT</b>					
1	Systemwide General Administrative Support	\$27,250.00	100.00%	\$27,250.00	\$27,250.00	\$0.00
2	Cost and Scheduling Controls	\$17,500.00	100.00%	\$17,500.00	\$17,500.00	\$0.00
3	Coordination with TxDOT Staff (All Projects)	\$14,000.00	100.00%	\$14,000.00	\$14,000.00	\$0.00
4	HCMPQ Coordination	\$2,000.00	100.00%	\$2,000.00	\$2,000.00	\$0.00
5	Meetings with Stakeholders (All Projects)	\$32,000.00	100.00%	\$32,000.00	\$32,000.00	\$0.00
6	Public Outreach	\$8,000.00	100.00%	\$8,000.00	\$8,000.00	\$0.00
7	Offsite Drainage Coordination	\$34,970.00	100.00%	\$34,970.00	\$34,970.00	\$0.00
8	Overweight / Oversize (OW/OS) Corridor Implementation	\$24,600.00	100.00%	\$24,600.00	\$24,600.00	\$0.00
	<b>PROJECT MANAGEMENT</b>					
	Project Management SH 365 (Segment 1: from US 281 to McColl Rd; Segment 2: from McColl Rd to FM 396; Segment 3: Along US 281 to BSIF; and Segment 4: FM 396 to FM 1016)					
A	Manage Federal Environmental Document efforts leading to FONSI (1 consultant @ 6 months)(Segments 1 through 4)(Assisted by Blanton and Associates)	\$51,000.00	100.00%	\$51,000.00	\$51,000.00	\$0.00
B	Manage ROW Strip Map and parcel plats (Segment 1: 0031 QHA @ 6 months)	\$28,800.00	100.00%	\$28,800.00	\$28,800.00	\$0.00
C	Manage ROW Strip Map and parcel plats (Segments 2 & 4: 0032 & 0034 DLS @ 6 months)	\$28,800.00	100.00%	\$28,800.00	\$28,800.00	\$0.00
D	Manage ROW Strip Map and parcel plats (Segment 3: 0033 TEDSI @ 3 months)	\$24,000.00	100.00%	\$24,000.00	\$24,000.00	\$0.00
E	Coordinate submittal and processing of final schematic (All Segments)	\$9,600.00	100.00%	\$9,600.00	\$9,600.00	\$0.00
F	Manage PS&E (Segment 1: 0031 S&B @ 6 months)	\$4,800.00	100.00%	\$4,800.00	\$4,800.00	\$0.00
G	Manage PS&E (Segments 2 & 4: 0032 & 0034 L&G @ 6 months)	\$4,800.00	100.00%	\$4,800.00	\$4,800.00	\$0.00
H	Manage PS&E (Segment 3: 0033 TEDSI @ 6 months)	\$3,200.00	100.00%	\$3,200.00	\$3,200.00	\$0.00
I	Coordinate ROW Acquisition (Segments 1, 2, and 3)	\$13,600.00	100.00%	\$13,600.00	\$13,600.00	\$0.00
J	Coordinate Utility Relocations (Segments 1, 2, 3, and 4)	\$6,560.00	100.00%	\$6,560.00	\$6,560.00	\$0.00
	Project Management IBTC (Segment 1: Interchange with SH 365 to Floodway Bridge; Segment 2: Floodway Bridge to Valley View Interchange to I-2; Segment 3: Valley View Interchange to FM 493)					
A	Manage Federal Environmental Document efforts leading to FONSI (1 consultant @ 6 months)(Segments 1 through 3)(Assisted by Blanton and Associates)	\$64,000.00	100.00%	\$64,000.00	\$64,000.00	\$0.00
ODC	Direct Expenses	\$60,520.00	100.00%	\$60,520.00	\$60,520.00	\$0.00
	<b>TOTALS</b>	<b>\$460,000.00</b>	<b>100.00%</b>	<b>\$460,000.00</b>	<b>\$460,000.00</b>	<b>\$0.00</b>

TOTAL DUE WORK ORDER NO. 8:

\$0.00

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

Work Order No. 8 including SWA #1 to WO #8:  
Systemwide Management & Project Management Tasks

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>SYSTEMWIDE MANAGEMENT</b>					
1. Systemwide General Administrative Support (including coordination with HCRMA Executive Director's Office)					
A. Briefings on consultant activity, stakeholder coordination, and general RMA business matters	\$ 2,250.00	100.00%	\$2,250.00	\$2,250.00	\$0.00
B. Briefings on ideas to mitigate risks or issues that arise during plan design, ROW acquisition, and utility relocations	\$ 2,250.00	100.00%	\$2,250.00	\$2,250.00	\$0.00
C. Support for consultant invoice reviews (monthly) (6 Engineers; 5 Surveyors; 1 Environmental)					
1. SH 365 - Environmental (0020 Atkins)	\$ 1,325.00	100.00%	\$1,325.00	\$1,325.00	\$0.00
2. SH 365 - Survey (0031 QHA)	\$ 1,325.00	100.00%	\$1,325.00	\$1,325.00	\$0.00
3. SH 365 - Survey (0032/0034 DLS)	\$ 1,325.00	100.00%	\$1,325.00	\$1,325.00	\$0.00
4. SH 365 - Survey (0033 TEDSI)	\$ 1,325.00	100.00%	\$1,325.00	\$1,325.00	\$0.00
5. SH 365 - Engineering (0031 S&B)	\$ 2,500.00	100.00%	\$2,500.00	\$2,500.00	\$0.00
6. SH 365 - Engineering (0032/0034 L&G)	\$ 2,500.00	100.00%	\$2,500.00	\$2,500.00	\$0.00
7. SH 365 - Engineering (0033 TEDSI)	\$ 2,500.00	100.00%	\$2,500.00	\$2,500.00	\$0.00
D. Support for Board packet preparation (planning, finance, and full Board) (monthly)	\$ 3,600.00	100.00%	\$3,600.00	\$3,600.00	\$0.00
E. Support for contract management (create contracts, work authorizations, and supplemental agreements)	\$ 3,600.00	100.00%	\$3,600.00	\$3,600.00	\$0.00
F. Technical review of legal documents.	\$ 2,750.00	100.00%	\$2,750.00	\$2,750.00	\$0.00
<b>2. Cost and Scheduling Controls</b>					
A. Maintain document control efforts to record all HCRMA files (via ProjectWise) (weekly)	\$ 4,350.00	100.00%	\$4,350.00	\$4,350.00	\$0.00
B. Keep cost accounting up to date (input cost data)	\$ 4,350.00	100.00%	\$4,350.00	\$4,350.00	\$0.00
C. Develop monthly operating cashflows	\$ 2,800.00	100.00%	\$2,800.00	\$2,800.00	\$0.00
D. Update of Project Development Strategic Plan for construction cost updates, scheduling updates, revenue sources updates, etc.	\$ 2,800.00	100.00%	\$2,800.00	\$2,800.00	\$0.00
E. Provide updated cashflows to financial advisor	\$ 1,600.00	100.00%	\$1,600.00	\$1,600.00	\$0.00
F. Review financial plan update results with HCRMA staff	\$ 1,600.00	100.00%	\$1,600.00	\$1,600.00	\$0.00
<b>3. Coordination with TxDOT Staff (All Projects)</b>	\$ 14,000.00	100.00%	\$14,000.00	\$14,000.00	\$0.00
<b>4. HCMPO Coordination</b>	\$ 2,000.00	100.00%	\$2,000.00	\$2,000.00	\$0.00
<b>5. Meetings with stakeholders (All Projects)</b>					
A. HCRMA	\$ 6,000.00	100.00%	\$6,000.00	\$6,000.00	\$0.00
B. State	\$ 9,500.00	100.00%	\$9,500.00	\$9,500.00	\$0.00
C. Hidalgo County	\$ 8,500.00	100.00%	\$8,500.00	\$8,500.00	\$0.00
D. Municipalities	\$ 8,000.00	100.00%	\$8,000.00	\$8,000.00	\$0.00
<b>6. Public Outreach</b>	\$ 8,000.00	100.00%	\$8,000.00	\$8,000.00	\$0.00
<b>7. Offsite Drainage Coordination</b>					
A. Implement conditions of the Inter Local Agreement	\$ 5,345.00	100.00%	\$5,345.00	\$5,345.00	\$0.00
B. Coordinate outfall locations	\$ 10,125.00	100.00%	\$10,125.00	\$10,125.00	\$0.00
C. Participate in review for reimbursement agreements and verify scope of work and cost estimates for each outfall project to be funded by HCRMA local funding	\$ 19,500.00	100.00%	\$19,500.00	\$19,500.00	\$0.00

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

Work Order No. 8 including SWA #1 to WO #8:  
Systemwide Management & Project Management Tasks

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>8. Overweight / Oversize (OW/OS) Corridor Implementation</b> A. Assist in online permitting implementation B. Attend meetings with OW/OS Corridor Stakeholders 1. City of Pharr International Bridge Staff (3 Mtgs. @ 2 hrs. / mtg.) 2. DPS Regional Office (2 Mtgs. @ 2 hrs. / mtg.) 3. TxDOT Pharr District (2 Mtgs. @ 2 hrs. / Mtg.) 4. City of McAllen International Bridge Staff (2 Mtgs. @ 2 hrs. / Mtg.) 5. Industry Associations in Mexico (2 Mtgs. @ 2 hrs. / Mtg.) 6. Industry Associations in the U.S. (2 Mtgs. @ 2 hrs. / Mtg.) C. Manage communications between certified scales and permitting office	\$ 3,600.00 \$ 3,000.00 \$ 2,500.00 \$ 2,500.00 \$ 2,500.00 \$ 2,500.00 \$ 2,500.00 \$ 5,500.00	100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00%	\$3,600.00 \$3,000.00 \$2,500.00 \$2,500.00 \$2,500.00 \$2,500.00 \$2,500.00 \$5,500.00	\$3,600.00 \$3,000.00 \$2,500.00 \$2,500.00 \$2,500.00 \$2,500.00 \$5,500.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
<b>PROJECT MANAGEMENT</b>					
<b>1. Project Management SH 365 (Segment 1: from US 281 to McCoil Rd; Segment 2: from McCoil Rd to FM 396; Segment 3: Along US 281 to BSIF; and Segment 4: FM 396 to FM 1016)</b> <b>A. Manage Federal Environmental Document efforts leading to FONSI (1 consultant @ 6 months)(Segments 1 through 4)(Assisted by Blanton and Associates)</b> 1. Review draft documents 2. Respond to RFIs to complete environmental documents 3. Coordination with TxDOT Pharr District and Austin ENV	\$ 18,000.00 \$ 18,000.00 \$ 15,000.00	100.00% 100.00% 100.00%	\$18,000.00 \$18,000.00 \$15,000.00	\$18,000.00 \$18,000.00 \$15,000.00	\$0.00 \$0.00 \$0.00
<b>B. Manage ROW Strip Map and parcel plats (Segment 1: 0031 QHA @ 6 months)</b> 1. Final Review of Strip Map (Assisted by Aranda and Associates) 2. Manage Preparation of Parcel Maps (Assisted by Aranda and Associates)	\$ 14,400.00 \$ 14,400.00	100.00% 100.00%	\$14,400.00 \$14,400.00	\$14,400.00 \$14,400.00	\$0.00 \$0.00
<b>C. Manage ROW Strip Map and parcel plats (Segments 2 &amp; 4: 0032 &amp; 0034 DLS @ 6 months)</b> 1. Final Review of Strip Map (Assisted by Aranda and Associates) 2. Manage Preparation of Parcel Maps (Assisted by Aranda and Associates)	\$ 14,400.00 \$ 14,400.00	100.00% 100.00%	\$14,400.00 \$14,400.00	\$14,400.00 \$14,400.00	\$0.00 \$0.00
<b>D. Manage ROW Strip Map and parcel plats (Segment 3: 0033 TEDSI @ 3 months)</b> 1. Final Review of Strip Map (Assisted by Aranda and Associates) 2. Manage Preparation of Parcel Maps (Assisted by Aranda and Associates)	\$ 12,000.00 \$ 12,000.00	100.00% 100.00%	\$12,000.00 \$12,000.00	\$12,000.00 \$12,000.00	\$0.00 \$0.00
<b>E. Coordinate submittal and processing of final schematic (All Segments)</b> 1. To TxDOT - Austin for approval	\$ 9,600.00	100.00%	\$9,600.00	\$9,600.00	\$0.00
<b>F. Manage PS&amp;E (Segment 1: 0031 S&amp;B @ 6 months)</b> 1. Coordination meetings with project managers	\$ 4,800.00	100.00%	\$4,800.00	\$4,800.00	\$0.00
<b>G. Manage PS&amp;E (Segments 2 &amp; 4: 0032 &amp; 0034 L&amp;G @ 6 months)</b> 1. Coordination meetings with project managers	\$ 4,800.00	100.00%	\$4,800.00	\$4,800.00	\$0.00
<b>H. Manage PS&amp;E (Segment 3: 0033 TEDSI @ 6 months)</b> 1. Coordination meetings with project managers	\$ 3,200.00	100.00%	\$3,200.00	\$3,200.00	\$0.00

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

Work Order No. 8 including SWA #1 to WO #8:  
Systemwide Management & Project Management Tasks

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>I. Coordinate ROW Acquisition (Segments 1, 2, and 3)</b>					
1. Coordinate data input into web-based interface server	\$ 4,800.00	100.00%	\$4,800.00	\$4,800.00	\$0.00
2. Coordinate with HCRMA Legal Team Title Reports, Appraisals on ROW acquisition	\$ 5,200.00	100.00%	\$5,200.00	\$5,200.00	\$0.00
3. Coordinate with ROW - Agent Title Reports, Appraisals on ROW acquisition	\$ 3,600.00	100.00%	\$3,600.00	\$3,600.00	\$0.00
<b>J. Coordinate Utility Relocations (Segments 1, 2, 3, and 4)</b>					
1. Manage Subsurface utility exposures SUE (RODS SUE as subconsultant to PMC)	\$ 6,560.00	100.00%	\$6,560.00	\$6,560.00	\$0.00
<b>2. Project Management IBTC (Segment 1: Interchange with SH 365 to Floodway Bridge; Segment 2: Floodway Bridge to Valley View Interchange to I-2; Segment 3: Valley View Interchange to FM 493)</b>					
<b>A. Manage Federal Environmental Document efforts leading to FONSI (1 consultant @ 6 months)(Segments 1 through 3)(Assisted by Blanton and Associates)</b>					
1. Review draft documents including development of classification letter	\$ 23,500.00	100.00%	\$23,500.00	\$23,500.00	\$0.00
2. Respond to RFI's to complete environmental documents	\$ 22,500.00	100.00%	\$22,500.00	\$22,500.00	\$0.00
3. Coordination with TXDOT Pharr District and Austin ENV including development of classification letter	\$ 18,000.00	100.00%	\$18,000.00	\$18,000.00	\$0.00
<b>Direct Expenses</b>					
Lodging / Hotel (\$100 / day)	\$ 250.00	100.00%	\$250.00	\$250.00	\$0.00
Meals (\$30 / day)	\$ 100.00	100.00%	\$100.00	\$100.00	\$0.00
Rental Car	\$ 218.00	100.00%	\$218.00	\$218.00	\$0.00
Parking	\$ 62.00	100.00%	\$62.00	\$62.00	\$0.00
Overnight Mail - letter size	\$ 1,490.00	100.00%	\$1,490.00	\$1,490.00	\$0.00
Courier Services	\$ 2,000.00	100.00%	\$2,000.00	\$2,000.00	\$0.00
Photocopies B/W (8.5 x 11)	\$ 1,800.00	100.00%	\$1,800.00	\$1,800.00	\$0.00
Photocopies B/W (11 x 17)	\$ 300.00	100.00%	\$300.00	\$300.00	\$0.00
Photocopies Color (8.5 x 11)	\$ 900.00	100.00%	\$900.00	\$900.00	\$0.00
Photocopies Color (11 x 17)	\$ 1,250.00	100.00%	\$1,250.00	\$1,250.00	\$0.00
Color Graphics on Foam Board	\$ 1,250.00	100.00%	\$1,250.00	\$1,250.00	\$0.00
Public Outreach Liaison	\$ 10,500.00	100.00%	\$10,500.00	\$10,500.00	\$0.00
Accounting Support Services	\$ 7,500.00	100.00%	\$7,500.00	\$7,500.00	\$0.00
IT / Support Services	\$ 8,400.00	100.00%	\$8,400.00	\$8,400.00	\$0.00
Community Action Support / Special Projects	\$ 24,500.00	100.00%	\$24,500.00	\$24,500.00	\$0.00
<b>Totals</b>	<b>\$ 460,000.00</b>		<b>\$ 460,000.00</b>	<b>\$ 460,000.00</b>	<b>\$ -</b>

Amount Due This Invoice \$ -

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

June 22, 2016

Pilar Rodriguez, P.E. - Executive Director  
Hidalgo County Regional Mobility Authority  
510 South Pleasantview Drive  
Westlaco, Texas 78596

Work Order No. 9, Including Supplemental WOs #1 & #2 to WO #9  
Systemwide Management & Project Management Tasks

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
	<b><u>LUMP SUM PORTION (INCEPTION THROUGH 02/29/2016)</u></b>					
1	SH 365 (Segments 1 - 4)					
2	Program Management (including Design Management) Construction Management	\$3,197,230.66 \$0.00	100.00% 0.00%	\$3,197,230.66 \$0.00	\$3,197,230.66 \$0.00	\$0.00 \$0.00
	Subtotal SH 365	<b>\$3,197,230.66</b>		<b>\$3,197,230.66</b>	<b>\$3,197,230.66</b>	<b>\$0.00</b>
1	IBTC (Segments 1 - 3)					
2	Program Management (including Design Management) Construction Management	\$2,073,646.88 \$0.00	100.00% 0.00%	\$2,073,646.88 \$0.00	\$2,073,646.88 \$0.00	\$0.00 \$0.00
	Subtotal IBTC	<b>\$2,073,646.88</b>		<b>\$2,073,646.88</b>	<b>\$2,073,646.88</b>	<b>\$0.00</b>
	<b>SUBTOTAL LUMP SUM PORTION</b>	<b>\$5,270,877.54</b>	<b>100.00%</b>	<b>\$5,270,877.54</b>	<b>\$5,270,877.54</b>	<b>\$0.00</b>
	<b><u>SPECIFIED RATE PORTION (03/01/2016 THROUGH COMPLETION)</u></b>					
1	SH 365 (Segments 1 - 4)					
2	Program Management (including Design Management) Construction Management	\$1,432,682.55 \$1,933,663.42	25.42% 3.67%	\$364,215.79 \$70,968.14	\$235,331.54 \$52,973.24	\$128,884.25 \$17,994.90
	Subtotal SH 365	<b>\$3,366,345.97</b>		<b>\$435,183.93</b>	<b>\$288,304.78</b>	<b>\$146,879.15</b>
1	IBTC (Segments 1 - 3)					
2	Program Management (including Design Management) Construction Management	\$1,311,740.31 \$391,817.78	3.86% 0.00%	\$50,626.34 \$0.00	\$37,250.20 \$0.00	\$13,376.14 \$0.00
	Subtotal IBTC	<b>\$1,703,558.09</b>		<b>\$50,626.34</b>	<b>\$37,250.20</b>	<b>\$13,376.14</b>
	<b>SUBTOTAL SPECIFIED RATE PORTION</b>	<b>\$5,069,904.06</b>	<b>9.58%</b>	<b>\$485,810.27</b>	<b>\$325,554.98</b>	<b>\$160,255.29</b>
	<b>GRAND TOTALS WORK ORDER NO. 9</b>	<b>\$10,340,781.60</b>	<b>55.67%</b>	<b>\$5,756,687.81</b>	<b>\$5,596,432.52</b>	<b>\$160,255.29</b>

TOTAL DUE WORK ORDER NO. 9:

\$160,255.29

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

Work Order No. 9, Including Supplemental WOs #1 & #2 to WO #9  
Systemwide Management & Project Management Tasks  
**LUMP SUM PORTION - THROUGH 2/29/2016 SERVICES ONLY**

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>SH 365 (Segments 1 - 4)</b>					
<b>1. Program Management (including Design Management)</b>					
Dannenbaum Engineering Corporation					
Program Manager	\$243,187.57	100.00%	\$243,187.57	\$243,187.57	\$0.00
Deputy Project Manager	\$340,583.16	100.00%	\$340,583.16	\$340,583.16	\$0.00
QA/QC Officer	\$106,284.55	100.00%	\$106,284.55	\$106,284.55	\$0.00
Senior Engineer (V) - Civil (Review)	\$74,380.42	100.00%	\$74,380.42	\$74,380.42	\$0.00
Senior Engineer (V) - Bridge (Review)	\$74,380.42	100.00%	\$74,380.42	\$74,380.42	\$0.00
Senior Engineer (V) - Hydro (Review)	\$32,541.43	100.00%	\$32,541.43	\$32,541.43	\$0.00
Project Engineer IV - Project Coordination	\$664,098.66	100.00%	\$664,098.66	\$664,098.66	\$0.00
Senior Designer	\$178,482.39	100.00%	\$178,482.39	\$178,482.39	\$0.00
Civil Engineer III - Schedule / Project Controls	\$258,228.00	100.00%	\$258,228.00	\$258,228.00	\$0.00
Civil Engineer III - Utility Engineer	\$277,601.00	100.00%	\$277,601.00	\$277,601.00	\$0.00
Engineer I	\$86,890.96	100.00%	\$86,890.96	\$86,890.96	\$0.00
Administrative Assistant / Document Control	\$130,882.00	100.00%	\$130,882.00	\$130,882.00	\$0.00
Administrative Assistant	\$54,046.58	100.00%	\$54,046.58	\$54,046.58	\$0.00
Direct Expenses	\$137,723.52	100.00%	\$137,723.52	\$137,723.52	\$0.00
Public Outreach Liaison	\$115,000.00	100.00%	\$115,000.00	\$115,000.00	\$0.00
Management Support Services (OW Corridor / Toll Coordination / Utility Coordination)	\$92,040.00	100.00%	\$92,040.00	\$92,040.00	\$0.00
Aranda & Associates, Inc.	\$263,680.00	100.00%	\$263,680.00	\$263,680.00	\$0.00
Blanton & Associates, Inc.	\$67,200.00	100.00%	\$67,200.00	\$67,200.00	\$0.00
Unitech Consulting Engineers, Inc.	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
<b>Subtotal - Program Management (including Design Management)</b>	<b>\$3,197,230.66</b>		<b>\$3,197,230.66</b>	<b>\$ 3,197,230.66</b>	<b>\$ -</b>
<b>2. Construction Management</b>					
Senior Construction Manager	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Construction Engineer (Civil)	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Construction Field Engineer - Scheduler / Project Controls	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Construction Field Engineer - Assistant Construction Engineer	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Administrative Assistant / Document Control	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
<b>Subtotal - Construction Management</b>	<b>\$0.00</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Subtotal SH 365 (Segments 1 - 4)</b>	<b>\$3,197,230.66</b>		<b>\$ 3,197,230.66</b>	<b>\$ 3,197,230.66</b>	<b>\$ -</b>

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

Work Order No. 9, Including Supplemental WOs #1 & #2 to WO #9  
Systemwide Management & Project Management Tasks  
**LUMP SUM PORTION - THROUGH 2/29/2016 SERVICES ONLY**

Invoice Number: 465201155/XV  
Invoice Period: 05/01/2016 - 05/31/2016

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
<b>IBTC (Segments 1 - 3)</b>					
1. Program Management (including Design Management)					
Dannenbaum Engineering Corporation					
Program Manager	\$94,754.51	100.00%	\$94,754.51	\$94,754.51	\$0.00
Deputy Project Manager	\$196,733.01	100.00%	\$196,733.01	\$196,733.01	\$0.00
QA/QC Officer	\$73,755.84	100.00%	\$73,755.84	\$73,755.84	\$0.00
Senior Engineer (V) - Civil (Review)	\$61,015.18	100.00%	\$61,015.18	\$61,015.18	\$0.00
Senior Engineer (V) - Bridge (Review)	\$60,574.96	100.00%	\$60,574.96	\$60,574.96	\$0.00
Senior Engineer (V) - Hydro (Review)	\$74,145.00	100.00%	\$74,145.00	\$74,145.00	\$0.00
Project Engineer IV - Project Coordination	\$197,165.96	100.00%	\$197,165.96	\$197,165.96	\$0.00
Senior Designer	\$137,329.30	100.00%	\$137,329.30	\$137,329.30	\$0.00
Civil Engineer III - Schedule / Project Controls	\$129,400.67	100.00%	\$129,400.67	\$129,400.67	\$0.00
Civil Engineer III - Utility Engineer	\$168,409.00	100.00%	\$168,409.00	\$168,409.00	\$0.00
Engineer I	\$114,789.66	100.00%	\$114,789.66	\$114,789.66	\$0.00
Administrative Assistant / Document Control	\$95,163.38	100.00%	\$95,163.38	\$95,163.38	\$0.00
Administrative Assistant	\$28,386.60	100.00%	\$28,386.60	\$28,386.60	\$0.00
Direct Expenses	\$115,823.81	100.00%	\$115,823.81	\$115,823.81	\$0.00
Public Outreach Liaison	\$115,000.00	100.00%	\$115,000.00	\$115,000.00	\$0.00
Management Support Services (OW Corridor / Toll Coordination / Utility Coordination)	\$87,360.00	100.00%	\$87,360.00	\$87,360.00	\$0.00
Aranda & Associates, Inc.	\$171,840.00	100.00%	\$171,840.00	\$171,840.00	\$0.00
Blanton & Associates, Inc.	\$152,000.00	100.00%	\$152,000.00	\$152,000.00	\$0.00
Unintech Consulting Engineers, Inc.	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
<b>Subtotal - Program Management (including Design Management)</b>	<b>\$2,073,646.88</b>		<b>\$ 2,073,646.88</b>	<b>\$ 2,073,646.88</b>	<b>\$ -</b>
2. Construction Management					
Senior Construction Manager	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Construction Engineer (Civil)	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Construction Field Engineer - Scheduler / Project Controls	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Construction Field Engineer - Assistant Construction Engineer	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Administrative Assistant / Document Control	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
<b>Subtotal - Construction Management</b>	<b>\$0.00</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Subtotal IBTC (Segments 1 - 3)</b>	<b>\$2,073,646.88</b>		<b>\$ 2,073,646.88</b>	<b>\$ 2,073,646.88</b>	<b>\$ -</b>
<b>Totals - Lump Sum Portion Only</b>	<b>\$5,270,877.54</b>		<b>\$ 5,270,877.54</b>	<b>\$ 5,270,877.54</b>	<b>\$ -</b>

Amount Due This Invoice \$ -

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

Work Order No. 9, including Supplemental WOs #1 & #2 to WO #9  
Systemwide Management & Project Management Tasks  
SPECIFIED RATE PORTION - BEGINNING WITH 03/2016 SERVICES

Invoice Number 465201/55/XV (Revised)  
Invoice Period: 05/01/2016 - 05/31/2016

**SH 365 (Segments 1 - 4)**

**Program Management (including Design Management)**

<b>Classification</b>	<b>Hours</b>	<b>Specified Rate</b>	<b>Amount</b>
Program Manager	20.00	\$314.59	\$6,291.80
Deputy Project Manager	34.00	\$227.70	\$7,741.80
QA/QC Officer	50.00	\$292.49	\$14,624.50
Senior Engineer (V) - Civil Review	4.25	\$176.09	\$748.38
Senior Engineer (V) - Bridge Review	0.00	\$176.09	\$0.00
Senior Engineer (V) - Hydro Review	73.00	\$176.09	\$12,854.57
Project Engineer IV - Project Coordination	133.00	\$157.87	\$20,996.71
Senior Designer	280.50	\$97.15	\$27,250.58
Civil Engineer III - Scheduler / Project Controls	0.00	\$130.55	\$0.00
Civil Engineer III - Utility Engineer / Project Survey Support	54.25	\$130.55	\$7,082.34
Engineer I	150.00	\$97.15	\$14,572.50
Administrative Assistant / Document Control	81.50	\$60.72	\$4,948.68
Administrative Assistant / ENV Support	0.00	\$60.72	\$0.00
Pathfinder - Government Liaison			\$5,000.00
Direct Expenses			\$6,772.39
<b>Subtotal Program Management (including Design Management)</b>	<b>880.50</b>		<b>\$128,884.25</b>

SH 365 Program Management Budget: \$1,432,682.55  
Billed to Date: \$364,215.79  
Balance of SH 365 Program Management Budget: \$1,068,466.76

**Construction Management**

<b>Classification</b>	<b>Hours</b>	<b>Specified Rate</b>	<b>Amount</b>
Deputy Sr. Construction Manager	0.00	\$227.70	\$0.00
QA/QC Officer	0.00	\$292.49	\$0.00
Construction Engineer (Civil)	54.00	\$176.09	\$9,508.86
Construction Field Engineer - Scheduler / Project Controls	29.00	\$130.55	\$3,785.95
ENV Compliance Officer	10.00	\$130.55	\$1,305.50
Administrative Assistant / Document Control	25.50	\$60.72	\$1,548.36
Assistant Construction Engineer (EIT) / Document Control	19.00	\$97.17	\$1,846.23
Direct Expenses			\$0.00
<b>Subtotal Construction Management</b>	<b>137.50</b>		<b>\$17,994.90</b> ✓

SH 365 Construction Management Budget: \$1,933,663.42  
Billed to Date: \$70,968.14  
Balance of SH 365 Construction Management Budget: \$1,862,695.28

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

Work Order No. 9, Including Supplemental WOs #1 & #2 to WO #9  
Systemwide Management & Project Management Tasks  
SPECIFIED RATE PORTION - BEGINNING WITH 03/2016 SERVICES

Invoice Number 465201/55/XV (Revised)  
Invoice Period: 05/01/2016 - 05/31/2016

**IBTC (Segments 1 - 3)**

Program Management (including Design Management)

Classification	Hours	Specified Rate	Amount
Program Manager	0.00	\$314.59	\$0.00
Deputy Project Manager	10.00	\$227.70	\$2,277.00
QA/QC Officer	0.00	\$292.49	\$0.00
Senior Engineer (V) - Civil Review	0.00	\$176.09	\$0.00
Senior Engineer (V) - Bridge Review	0.00	\$176.09	\$0.00
Senior Engineer (V) - Hydro Review	0.00	\$176.09	\$0.00
Project Engineer IV - Project Coordination	26.00	\$157.87	\$4,104.62
Senior Designer	0.00	\$97.15	\$0.00
Civil Engineer III - Scheduler / Project Controls	0.00	\$130.55	\$0.00
Civil Engineer III - Utility Engineer / Project Survey Support	0.00	\$130.55	\$0.00
Engineer I	0.00	\$97.15	\$0.00
Administrative Assistant / Document Control	3.50	\$60.72	\$212.52
Administrative Assistant / ENV Support	4.00	\$60.72	\$242.88
Pathfinder - Government Liaison			\$5,000.00
Direct Expenses			\$1,539.12
<b>Subtotal Program Management (including Design Management)</b>	<b>43.50</b>		<b>\$13,376.14</b>

IBTC Program Management Budget: \$1,311,740.31

Billed to Date: \$50,626.34

Balance of IBTC Program Management Budget: \$1,261,113.97

Construction Management

Classification	Hours	Specified Rate	Amount
Deputy Sr. Construction Manager	0.00	\$227.70	\$0.00
QA/QC Officer	0.00	\$292.49	\$0.00
Construction Engineer (Civil)	0.00	\$176.09	\$0.00
Construction Field Engineer - Scheduler / Project Controls	0.00	\$130.55	\$0.00
ENV Compliance Officer	0.00	\$130.55	\$0.00
Administrative Assistant / Document Control	0.00	\$60.72	\$0.00
Assistant Construction Engineer (EIT) / Document Control	0.00	\$97.17	\$0.00
Direct Expenses			\$0.00
<b>Subtotal Construction Management</b>	<b>0.00</b>		<b>\$0.00</b>

IBTC Construction Management Budget: \$391,817.78

Billed to Date: \$0.00

Balance of IBTC Construction Management Budget: \$391,817.78

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

June 22, 2016

Pilar Rodriguez, P.E. - Executive Director  
Hidalgo County Regional Mobility Authority  
510 South Pleasantview Drive  
Weslaco, Texas 78596

Work Order No. 10:  
IBTC ROW Strip Map Development - Aranda & Associates, Inc.

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
1	<b>IBTC ROW Strip Map Development</b> A. Design, create and define ROW acquisition parcels within proposed ROW route 1. Update Boundary Base-Survey in area of new location 2. Update the research and abstract of parent tract vesting deeds & ownership 3. Research & abstract for easement, ROW & severances within parent tract vesting deeds 4. Coordinate with ROW design engineer - design of proposed ROW route 5. Coordination with others to correlate IBTC ROW with FM493 ROW 6. Field work to survey, measure and gather data as needed B. Create & prepare full set of ROW plans including Title Sheet, Parcel Index and Plan Sheets	\$156,883.38 \$22,300.00 \$10,494.00 \$10,494.00 \$8,402.88 \$8,402.88 \$19,676.00 \$49,331.71	100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00% 100.00%	\$156,883.38 \$22,300.00 \$10,494.00 \$10,494.00 \$8,402.88 \$8,402.88 \$19,676.00 \$49,331.71	\$156,883.38 \$22,300.00 \$10,494.00 \$10,494.00 \$8,402.88 \$8,402.88 \$19,676.00 \$49,331.71	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
<b>TOTALS</b>		<b>\$285,984.85</b>	<b>100.00%</b>	<b>\$285,984.85</b>	<b>\$285,984.85</b>	<b>\$0.00</b>

**TOTAL DUE WORK ORDER NO. 10:**

**\$0.00**

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

June 22, 2016

Pilar Rodriguez, P.E. - Executive Director  
Hidalgo County Regional Mobility Authority  
510 South Pleasantview Drive  
Weslaco, Texas 78596

Work Order No. 11:  
IBTC Update Topo Survey due to VE Changes

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
1	Aranda & Associates, Inc.					
	Ground Control Survey / Aerial Photogrammetric Survey for IBTC					
	A. Set and layout target panels	\$4,442.40	100.00%	\$4,442.40	\$4,442.40	\$0.00
	B. Survey each target point using RTK/VRS Fast Static GPS Observations	\$4,666.86	100.00%	\$4,666.86	\$4,666.86	\$0.00
	C. 3-wire leveling survey across each target	\$8,024.90	100.00%	\$8,024.90	\$8,024.90	\$0.00
D. Prepare & submit report to Photogrammetry Consultant of xyz values of each target	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	
Direct Expense - Panel Materials	\$1,400.00	100.00%	\$1,400.00	\$1,400.00	\$0.00	
<b>Subtotal - Aranda &amp; Associates, Inc.</b>		<b>\$18,534.16</b>		<b>\$18,534.16</b>	<b>\$18,534.16</b>	<b>\$0.00</b>
1	Aerial Data Service, Inc.					
	Ground Control Survey / Aerial Photogrammetric Survey for IBTC					
	Aerial Photogrammetric Survey	\$30,500.00	100.00%	\$30,500.00	\$30,500.00	\$0.00
<b>Subtotal - Aerial Data Service, Inc.</b>		<b>\$30,500.00</b>		<b>\$30,500.00</b>	<b>\$30,500.00</b>	<b>\$0.00</b>
<b>TOTALS</b>		<b>\$49,034.16</b>	<b>100.00%</b>	<b>\$49,034.16</b>	<b>\$49,034.16</b>	<b>\$0.00</b>

**TOTAL DUE WORK ORDER NO. 11:**

**\$0.00**

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

June 22, 2016

Pilar Rodriguez, P.E. - Executive Director  
Hidalgo County Regional Mobility Authority  
510 South Pleasantview Drive  
Weslaco, Texas 78596

Work Order No. 12:  
TRZ No. 2 / HCAD Tax Database Update - Aranda & Associates, Inc.

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
1	TRZ / HCAD Tax Database Updating a. Research and gather property information b. Map out properties and input information into HCAD's GIS Database c. Coordination with HCAD for the assignment of R-numbers and the updating of HCAD's records	\$85,701.00 \$0.00 \$94,352.72	100.00% 0.00% 100.00%	\$85,701.00 \$0.00 \$94,352.72	\$85,701.00 \$0.00 \$94,352.72	\$0.00 \$0.00 \$0.00
<b>TOTALS</b>		<b>\$180,053.72</b>	<b>100.00%</b>	<b>\$180,053.72</b>	<b>\$180,053.72</b>	<b>\$0.00</b>

**TOTAL DUE WORK ORDER NO. 12:**

\$0.00

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

June 22, 2016

Pilar Rodriguez, P.E. - Executive Director  
Hidalgo County Regional Mobility Authority  
510 South Pleasantview Drive  
Weslaco, Texas 78596

Work Order No. 13:

IBTC Environmental Assessment (Regional Toll Analysis) - C&M Associates, Inc.

Invoice Number:  
Invoice Period:

465201/55/XV  
05/01/2016 - 05/31/2016

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
	<b>Regional Toll Analysis</b>					
	Project Management / Mobilization	\$8,465.86	100.00%	\$8,465.86	\$8,465.86	\$0.00
	Transportation System Context	\$8,465.86	100.00%	\$8,465.86	\$8,465.86	\$0.00
	Environmental Justice	\$42,329.28	100.00%	\$42,329.28	\$42,329.28	\$0.00
	Documentation and Summary of Assessment and Mitigation	\$25,397.56	100.00%	\$25,397.56	\$25,397.56	\$0.00
	Direct Expenses	\$4,404.00	100.00%	\$4,404.00	\$4,404.00	\$0.00
	<b>TOTALS</b>	<b>\$89,062.56</b>	<b>100.00%</b>	<b>\$89,062.56</b>	<b>\$89,062.56</b>	<b>\$0.00</b>

TOTAL DUE WORK ORDER NO. 13:

\$0.00

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

June 22, 2016

Pilar Rodriguez, P.E. - Executive Director  
Hidalgo County Regional Mobility Authority  
510 South Pleasantview Drive  
Weslaco, Texas 78596

Work Order No. 14:  
Investment Grade Traffic & Revenue Study for SH 365 & IBTC - C&M Associates, Inc.

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
	Investment Grade Traffic and Revenue Study for SH 365 and IBTC.					
	1. Project Management	\$13,511.15	100.00%	\$13,511.15	\$13,511.15	\$0.00
	2. Review Existing Information	\$14,665.94	100.00%	\$14,665.94	\$14,665.94	\$0.00
	3. Field Data Collection and Survey					
	1. Traffic Counts	\$7,867.36	100.00%	\$7,867.36	\$7,867.36	\$0.00
	2. OD Survey	\$7,973.92	100.00%	\$7,973.92	\$7,973.92	\$0.00
	3. Focus Group SP Survey	\$12,053.63	100.00%	\$12,053.63	\$12,053.63	\$0.00
	4. Sped Monitoring / Streaming	\$6,730.56	100.00%	\$6,730.56	\$6,730.56	\$0.00
	4. Socioeconomic Analysis					
	1. Update socioeconomic forecast	\$20,568.84	100.00%	\$20,568.84	\$20,568.84	\$0.00
	2. International Trade	\$12,364.64	100.00%	\$12,364.64	\$12,364.64	\$0.00
	5. Travel Demand Modeling and Toll Diversion					
	1. Travel Demand Model	\$29,812.57	100.00%	\$29,812.57	\$29,812.57	\$0.00
	2. Toll Diversion Model	\$25,704.56	100.00%	\$25,704.56	\$25,704.56	\$0.00
	6. Opening Year Traffic					
	1. Opening Year Trip Tables	\$10,138.64	100.00%	\$10,138.64	\$10,138.64	\$0.00
	2. Traffic Estimates	\$11,435.70	100.00%	\$11,435.70	\$11,435.70	\$0.00
	7. Future Year Forecast					
	1. Future Years Trip Tables	\$10,138.64	100.00%	\$10,138.64	\$10,138.64	\$0.00
	2. Future Years Traffic Estimates	\$11,435.70	100.00%	\$11,435.70	\$11,435.70	\$0.00
	8. Sensitivity / Scenario Analysis	\$24,421.21	100.00%	\$24,421.21	\$24,421.21	\$0.00
	9. Traffic and Revenues Forecast	\$26,025.07	100.00%	\$26,025.07	\$26,025.07	\$0.00
	10. Documentation	\$26,025.07	100.00%	\$26,025.07	\$26,025.07	\$0.00
	Direct Expenses - Travel	\$4,482.00	100.00%	\$4,482.00	\$4,482.00	\$0.00
	Traffic Count	\$25,000.00	100.00%	\$25,000.00	\$25,000.00	\$0.00
	OD Survey (Aisage, US)	\$40,000.00	100.00%	\$40,000.00	\$40,000.00	\$0.00
	OD Survey (CYMA, Mexico)	\$16,000.00	100.00%	\$16,000.00	\$16,000.00	\$0.00
	Socioeconomic Study (TXP)	\$35,000.00	100.00%	\$35,000.00	\$35,000.00	\$0.00
	Phone Interviews	\$8,000.00	100.00%	\$8,000.00	\$8,000.00	\$0.00
	<b>TOTALS</b>	<b>\$399,355.20</b>	<b>100.00%</b>	<b>\$399,355.20</b>	<b>\$399,355.20</b>	<b>\$0.00</b>

**TOTAL DUE WORK ORDER NO. 14:**

**\$0.00**

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

June 22, 2016

Pilar Rodriguez, P.E. - Executive Director  
Hidalgo County Regional Mobility Authority  
510 South Pleasantview Drive  
Weslaco, Texas 78596

Work Order No. 15:  
TIGER IV Grant Application for SH 365 - HDR Engineering, Inc.

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
1	TIGER IV Grant Application for SH 365					
2	Project Management	\$9,837.76	100.00%	\$9,837.76	\$9,837.76	\$0.00
3	Project Kick-off Conference Call	\$3,587.88	100.00%	\$3,587.88	\$3,587.88	\$0.00
4	Support for Decision-Making Process	\$3,587.84	100.00%	\$3,587.84	\$3,587.84	\$0.00
5	Review Available Data for Selected Project	\$5,485.96	100.00%	\$5,485.96	\$5,485.96	\$0.00
6	Develop Economic Model	\$9,583.08	100.00%	\$9,583.08	\$9,583.08	\$0.00
7	Produce and Validate BCA Results	\$5,347.08	100.00%	\$5,347.08	\$5,347.08	\$0.00
8	Summary of Project Risks and Mitigation Strategies	\$5,231.36	100.00%	\$5,231.36	\$5,231.36	\$0.00
9	Develop Supplementary Documentation	\$10,092.32	100.00%	\$10,092.32	\$10,092.32	\$0.00
	Prepare & Review Full TIGER IV Application	\$24,559.44	100.00%	\$24,559.44	\$24,559.44	\$0.00
	Direct Expenses	\$2,943.75	100.00%	\$2,943.75	\$2,943.75	\$0.00
	<b>TOTALS</b>	<b>\$80,256.47</b>	<b>100.00%</b>	<b>\$80,256.47</b>	<b>\$80,256.47</b>	<b>\$0.00</b>

TOTAL DUE WORK ORDER NO. 15:

\$0.00

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

June 22, 2016

Pilar Rodriguez, P.E. - Executive Director  
Hidalgo County Regional Mobility Authority  
510 South Pleasantview Drive  
Westlaco, Texas 78596

Work Order No. 16:  
Hydrologic & Hydraulic Study - Civil Systems Engineering, Inc.

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
1	Hydrologic & Hydraulic Study for IBTC & SH 365					
2	Coordination and Meetings	\$12,612.60	95.00%	\$11,981.97	\$11,981.97	\$0.00
3	Data Collection and Assimilation	\$7,244.16	100.00%	\$7,244.16	\$7,244.16	\$0.00
4	Sites Visits / Field Reconnaissance	\$8,408.40	100.00%	\$8,408.40	\$8,408.40	\$0.00
5	LIDAR Data Processing	\$15,307.60	100.00%	\$15,307.60	\$15,307.60	\$0.00
6	Outfall Systems Subbasin Delineations	\$24,255.00	100.00%	\$24,255.00	\$24,255.00	\$0.00
7	Estimation of Subbasin Hydrologic Parameters & Runoff Computations	\$12,504.80	100.00%	\$12,504.80	\$12,504.80	\$0.00
8	Hydrologic & Hydraulic Impact & Mitigation Analysis (8 outfalls to E. Donna Drain)	\$16,859.92	70.00%	\$11,801.94	\$11,801.94	\$0.00
9	Hydrologic & Hydraulic Impact & Mitigation Analysis (7 outfalls to Mission Inlet)	\$17,506.72	100.00%	\$17,506.72	\$17,506.72	\$0.00
10	Hydrologic & Hydraulic Impact & Mitigation Analysis (15 outfalls to S. Floodwater Floodplain Storage Volume Impact and Mitigation)	\$31,973.48	95.00%	\$30,374.81	\$30,374.81	\$0.00
11	Floodplain Storage Volume Impact and Mitigation	\$13,884.64	85.00%	\$11,801.94	\$11,801.94	\$0.00
12	South Floodwater Channel Hydrologic & Hydraulic Modeling (open & closed gate)	\$10,952.48	100.00%	\$10,952.48	\$10,952.48	\$0.00
13	South Floodwater Channel Hydrologic Impact Modeling (Rdway Floodplain Fill & Conveyance Encroachment)	\$10,370.36	85.00%	\$8,814.81	\$8,814.81	\$0.00
14	Hydraulic Analysis of Equalizing Structures at Donna Lake	\$8,516.20	0.00%	\$0.00	\$0.00	\$0.00
	H&H Report	\$19,468.68	90.00%	\$17,521.81	\$17,521.81	\$0.00
	Direct Expenses	\$5,706.00	85.00%	\$4,850.10	\$4,850.10	\$0.00
	<b>TOTALS</b>	<b>\$215,571.04</b>	<b>89.68%</b>	<b>\$193,326.54</b>	<b>\$193,326.54</b>	<b>\$0.00</b>

TOTAL DUE WORK ORDER NO. 16:

\$0.00

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

June 22, 2016

Pilar Rodriguez, P.E. - Executive Director  
Hidalgo County Regional Mobility Authority  
510 South Pleasantview Drive  
Weslaco, Texas 78596

Work Order No. 17:  
Traffic Projections for Intersections along SH 365 & IBTC - C&M Associates

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
1	Traffic Projections for Intersections along SH 365 & IBTC					
2	Project Management	\$11,098.76	100.00%	\$11,098.76	\$11,098.76	\$0.00
	Traffic Projections for Signal Warrant along IBTC					
	1) IBTC at FM 2447 - Diamond Intersection	\$3,672.26	100.00%	\$3,672.26	\$3,672.26	\$0.00
	2) IBTC at Cesar Chavez Rd. - Diamond Intersection	\$3,672.26	100.00%	\$3,672.26	\$3,672.26	\$0.00
	3) IBTC at FM 907 - Diamond Intersection	\$3,672.26	100.00%	\$3,672.26	\$3,672.26	\$0.00
	4) IBTC at S. Tower Rd. - T Intersection	\$3,672.26	100.00%	\$3,672.26	\$3,672.26	\$0.00
	5) IBTC at Border Rd. - Partial Diamond Intersection	\$3,672.26	100.00%	\$3,672.26	\$3,672.26	\$0.00
	6) IBTC at Unnamed Rd. (Stn. 583+00) - Diamond Intersection	\$3,672.26	100.00%	\$3,672.26	\$3,672.26	\$0.00
	7) IBTC at FM 493 - T Intersection	\$3,672.26	100.00%	\$3,672.26	\$3,672.26	\$0.00
3	Traffic Projections for Signal Warrant along SH 365					
	1) SH 365 at Trospen Rd. - T Intersection	\$3,672.26	100.00%	\$3,672.26	\$3,672.26	\$0.00
	2) SH 365 at FM 1016 - T Intersection	\$3,672.26	100.00%	\$3,672.26	\$3,672.26	\$0.00
	3) SH 365 at Anzalduas Connector - Diamond Intersection	\$3,672.26	100.00%	\$3,672.26	\$3,672.26	\$0.00
	3a) SH 365 at Anzalduas Connector - Diamond Intersection (without Extension)	\$3,672.26	100.00%	\$3,672.26	\$3,672.26	\$0.00
	4) SH 365 at FM 494 - Diamond Intersection	\$3,672.26	100.00%	\$3,672.26	\$3,672.26	\$0.00
	4a) SH 365 at FM 494 - Diamond Intersection (without Extension)	\$3,672.26	100.00%	\$3,672.26	\$3,672.26	\$0.00
	5) SH 365 at SP 115 - Diamond Intersection	\$3,672.26	100.00%	\$3,672.26	\$3,672.26	\$0.00
	6) SH 365 at SH 336 - Diamond Intersection	\$3,672.26	100.00%	\$3,672.26	\$3,672.26	\$0.00
	7) SH 365 at FM 2061 - Diamond Intersection	\$3,672.26	100.00%	\$3,672.26	\$3,672.26	\$0.00
	8) SH 365 at FM 3072 - Diamond Intersection	\$3,672.26	100.00%	\$3,672.26	\$3,672.26	\$0.00
	9) SH 365 at US 281 (Cage Blvd.) - Diamond Intersection	\$3,672.26	100.00%	\$3,672.26	\$3,672.26	\$0.00
	10) SH 365 at Anaya Rd. - Diamond T Intersection	\$3,672.26	100.00%	\$3,672.26	\$3,672.26	\$0.00
	11) SH 365 at Highline Rd. - Diamond Intersection	\$3,672.26	100.00%	\$3,672.26	\$3,672.26	\$0.00
	12) SH 365 at US 281 (Military Hwy.) - Diamond Intersection	\$3,672.26	100.00%	\$3,672.26	\$3,672.26	\$0.00
4	Documentation	\$19,660.32	100.00%	\$19,660.32	\$19,660.32	\$0.00
	Direct Expenses	\$2,202.00	100.00%	\$2,202.00	\$2,202.00	\$0.00
	<b>TOTALS</b>	<b>\$110,078.54</b>	<b>100.00%</b>	<b>\$110,078.54</b>	<b>\$110,078.54</b>	<b>\$0.00</b>

TOTAL DUE WORK ORDER NO. 17:

\$0.00

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

June 22, 2016

Pilar Rodriguez, P.E. - Executive Director  
Hidalgo County Regional Mobility Authority  
510 South Pleasantview Drive  
Weslaco, Texas 78596

Work Order No. 18:  
IBTC SUE Services - RODS SUE

Invoice Number: 465201/55/XV  
Invoice Period: 05/01/2016 - 05/31/2016

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
1	IBTC SUE Services - from the Interchange with SH 365 to I-2 and from the Valley View Interchange to FM 493 Quality Level D	\$10,510.00	100.00%	\$10,510.00	\$10,510.00	\$0.00
2	Verify previously completed record research, both in field and in office Request additional as-built information, including TxDOT utility permits and new construction	\$6,735.00	100.00%	\$6,735.00	\$6,735.00	\$0.00
3	Contact and provide utility owners with the project "footprint" and request location markup information of their utility	\$4,455.00	100.00%	\$4,455.00	\$4,455.00	\$0.00
4	Designation and survey of existing utilities, excluding storm	\$114,705.00	100.00%	\$114,705.00	\$114,705.00	\$0.00
5	Correlate records with designation data and previously surveyed appurtenances to update utility mapping	\$33,510.00	100.00%	\$33,510.00	\$33,510.00	\$0.00
6	QA/QC	\$9,330.00	100.00%	\$9,330.00	\$9,330.00	\$0.00
	<b>Direct Expenses</b>					
	Mileage	\$1,635.20	100.00%	\$1,635.20	\$1,635.20	\$0.00
	Airfare	\$900.00	100.00%	\$900.00	\$900.00	\$0.00
	<b>Quality Level A (1)</b>					
	Depth = 0.00 Feet to 4.99 Feet	\$48,600.00	100.00%	\$48,600.00	\$48,600.00	\$0.00
	Depth = 5.00 Feet to 9.99 Feet	\$68,200.00	100.00%	\$68,200.00	\$68,200.00	\$0.00
	Depth = 10.00 Feet to 14.99 Feet	\$31,875.00	100.00%	\$31,875.00	\$31,875.00	\$0.00
	Depth = 15.00 Feet to 19.99 Feet	\$14,100.00	100.00%	\$14,100.00	\$14,100.00	\$0.00
	Mobilization / Demobilization	\$5,400.00	100.00%	\$5,400.00	\$5,400.00	\$0.00
	Per Diem (Including Meals and Lodging)	\$5,400.00	100.00%	\$5,400.00	\$5,400.00	\$0.00
	<b>TOTALS</b>	<b>\$355,355.20</b>	<b>100.00%</b>	<b>\$355,355.20</b>	<b>\$355,355.20</b>	<b>\$0.00</b>

TOTAL DUE WORK ORDER NO. 18:

\$0.00

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

June 22, 2016

Pilar Rodriguez, P.E. - Executive Director  
Hidalgo County Regional Mobility Authority  
510 South Pleasantview Drive  
Weslaco, Texas 78596

Work Order No. 19:

Scenario Analysis on SH 365 Traffic and Revenue - C&M Associates

Invoice Number:  
Invoice Period:

465201/55/XV  
05/01/2016 - 05/31/2016

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
1	Provide oversight and review of services related to traffic modeling / project / assignments required for the projects. May include attending meetings (24), coordination, review and oversight with the preparation of travel demand models, traffic simulation models, macroscopic models, mesoscopic and microscopic models, traffic volume projections and assignments.					
2	Project Management Scenario Analysis 2.1 Scenario 1: At-grade intersection at US 281 / san Juan Rd (no overpass, assume signalized intersection) 2.2 Scenario 2: at-grade intersection at FM 494 / Shary Rd (no overpass, assume signalized intersection) with no mainlanes from FM 494 / Shary Rd to GSA Connector 2.3 Scenario 3: Scenarios 1 & 2 concurrently	\$651.64	100.00%	\$651.64	\$651.64	\$0.00
3	Documentation	\$5,432.04	100.00%	\$5,432.04	\$5,432.04	\$0.00
		\$4,822.68	100.00%	\$4,822.68	\$4,822.68	\$0.00
	<b>TOTALS</b>	<b>\$21,770.44</b>	<b>100.00%</b>	<b>\$21,770.44</b>	<b>\$21,770.44</b>	<b>\$0.00</b>

**TOTAL DUE WORK ORDER NO. 19:**

\$0.00

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

June 22, 2016

Pilar Rodriguez, P.E. - Executive Director  
Hidalgo County Regional Mobility Authority  
510 South Pleasantview Drive  
Weslaco, Texas 78596

Work Order No. 20:

SH 365 & IBTC Investment Grade Traffic & Revenue Study Update - C&M Associates

Invoice Number:  
Invoice Period:

465201/55/XV  
05/01/2016 - 05/31/2016

TASK CODE	DESCRIPTION OF WORK TASK	TOTAL COST	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
1	Project Management & QA/QC	\$12,839.45	68.83%	\$8,837.87	\$6,486.89	\$2,350.98
2	Updating the Current Model	\$109,762.10	90.35%	\$99,174.27	\$70,948.05	\$28,226.22
3	Incorporating the TxDOT LRGV TDM	\$15,499.04	93.24%	\$14,452.05	\$13,702.05	\$750.00
4	Traffic and Revenue Projection	\$34,518.42	94.47%	\$32,611.08	\$15,627.63	\$16,983.45
5	Sensitivity Analysis	\$7,659.23	16.95%	\$1,298.10	\$0.00	\$1,298.10
6	Risk Analysis	\$7,628.65	5.10%	\$389.43	\$0.00	\$389.43
7	Documentation	\$21,277.02	62.48%	\$13,294.52	\$4,294.52	\$9,000.00
8	Financial Community Support	\$26,085.32	0.00%	\$0.00	\$0.00	\$0.00
	Direct Expenses	\$64,380.00	95.56%	\$61,520.03	\$51,076.08	\$10,443.95
<b>TOTALS</b>		<b>\$299,649.23</b>	<b>77.28%</b>	<b>\$231,577.35</b>	<b>\$162,135.22</b>	<b>\$69,442.13</b>

TOTAL DUE WORK ORDER NO. 20:

\$69,442.13



**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA Board of Directors

- S. David Deanda, Jr., Chairman
- Forrest Runnels, Vice-Chairman
- Ricardo Perez, Secretary/Treasurer
  - Josue Reyes, Director
  - R. David Guerra, Director
  - Aquiles J. Garza Jr., Director
  - Alonzo Cantu, Director

HCRMA Staff

- Pilar Rodriguez, PE, Executive Director
- Ramon Navarro IV, PE, CFM, Construction Engineer
  - Celia Gaona, CIA, Auditor/Compliance Officer
    - Jose Castillo, Chief Financial Officer
  - Carlos "CJ" Moreno, Jr., Acquisition Coordinator
  - Flor E. Koll, Program Administrator
  - Sergio Mandujano, Construction Records Keeper

Program Management Consultant  
**DANNENBAUM ENGINEERING CORP**

**PMC/GEC STATUS REPORT (06/2016)**

# Overview



DANNENBAUM – PROGRAM MANAGER

1. Review: PMC Invoice
2. Status: Systemwide Tasks
3. Status: SH 365 Project
4. Status: IBTC Project
5. Status: OW/OS Corridor
6. Status: Constr. Cost Trends

# PMC Invoice Overview (Active WA's: 06/2016 Invoice)



DANNENBAUM – PROGRAM MANAGER

Task (Current Billing)	WA 9 3/1/14 - 6/30/18	WA 16 5/28/14-01/31/16	WA 20 12/17/15-03/30/16	WA9 - WA20 3/1/14 - 6/30/18
<b>Program Management Consultant</b>	\$ 160,255	\$ -	\$ -	\$ 160,255
Project & Systemwide Mgt	\$ 160,255	\$ -	\$ -	\$ 160,255
Construction Mgt	\$ -	\$ -	\$ -	\$ -
<b>General Engineering Consultant (Tasks on Behalf of the Agency)</b>	\$ -	\$ -	\$ 69,442	\$ 69,442
Analyzing Documentation	\$ -	\$ -	\$ -	\$ -
Building Agency	\$ -	\$ -	\$ -	\$ -
Strategic Planning	\$ -	\$ -	\$ 69,442	\$ 69,442
Public Outreach	\$ -	\$ -	\$ -	\$ -
Advance Planning	\$ -	\$ -	\$ -	\$ -
<b>Total for All Tasks:</b>	\$ 160,255	\$ -	\$ 69,442	\$ 229,697

Firm (Current Billing)	WA 9 3/1/14 - 6/30/18	WA 16 5/28/14-01/31/16	WA 20 12/17/15-03/30/16	WA9 - WA20 3/1/14 - 6/30/18
<b>Dannenbaum Eng Corp.</b>	\$ 150,255	\$ -	\$ -	\$ 150,255
Direct Labor: Pathfinder	\$ 10,000	\$ -	\$ -	\$ 10,000
Direct Labor: George Ramon	\$ -	\$ -	\$ -	\$ -
Sub: Aranda and Assoc. (DBE)	\$ -	\$ -	\$ -	\$ -
Sub: Blanton & Assoc. (DBE)	\$ -	\$ -	\$ -	\$ -
Sub: C&M Associates (DBE)	\$ -	\$ -	\$ 69,442	\$ 69,442
Sub: RODS SUE (DBE)	\$ -	\$ -	\$ -	\$ -
Sub: UNINTECH (DBE)	\$ -	\$ -	\$ -	\$ -
Sub: CSE (DBE)	\$ -	\$ -	\$ -	\$ -
<b>Total for All Firms:</b>	\$ 160,255	\$ -	\$ 69,442	\$ 229,697

# PMC Invoice Overview (Active WA's: Earned to Date)



**DANNENBAUM – PROGRAM MANAGER**

Task (Earned to Date)	WA 9 3/1/14 - 6/30/18	WA 16 5/28/14-01/31/16	WA 20 12/17/15-03/30/16	WA9 - WA20 3/1/14 - 6/30/18
<b>Program Management Consultant</b>	\$ 5,756,688	\$ -	\$ -	\$ 5,756,688
Project & Systemwide Mgt	\$ 5,756,688	\$ -	\$ -	\$ 5,756,688
Construction Mgt	\$ -	\$ -	\$ -	\$ -
<b>General Engineering Consultant (Tasks on Behalf of the Agency)</b>	\$ -	\$ 193,327	\$ 231,577	\$ 424,904
Analyzing Documentation	\$ -	\$ -	\$ -	\$ -
Building Agency	\$ -	\$ -	\$ -	\$ -
Strategic Planning	\$ -	\$ -	\$ 231,577	\$ 231,577
Public Outreach	\$ -	\$ -	\$ -	\$ -
Advance Planning	\$ -	\$ 193,327	\$ -	\$ 193,327
<b>Total for All Tasks:</b>	<b>\$ 5,756,688</b>	<b>\$ 193,327</b>	<b>\$ 231,577</b>	<b>\$ 6,181,592</b>

Firm (Earned to Date)	WA 9 3/1/14 - 6/30/18	WA 16 5/28/14-01/31/16	WA 20 12/17/15-03/30/16	WA9 - WA20 3/1/14 - 6/30/18
<b>Dannenbaum Eng Corp.</b>	\$ 4,642,568	\$ -	\$ -	\$ 4,642,568
Direct Labor: Pathfinder	\$ 280,000	\$ -	\$ -	\$ 280,000
Direct Labor: George Ramon	\$ 179,400	\$ -	\$ -	\$ 179,400
Sub: Aranda and Assoc. (DBE)	\$ 435,520	\$ -	\$ -	\$ 435,520
Sub: Blanton & Assoc. (DBE)	\$ 219,200	\$ -	\$ -	\$ 219,200
Sub: C&M Associates (DBE)	\$ -	\$ -	\$ 231,577	\$ 231,577
Sub: RODS SUE (DBE)	\$ -	\$ -	\$ -	\$ -
Sub: UNINTECH (DBE)	\$ -	\$ -	\$ -	\$ -
Sub: CSE (DBE)	\$ -	\$ 193,327	\$ -	\$ 193,327
<b>Total for All Firms:</b>	<b>\$ 5,756,688</b>	<b>\$ 193,327</b>	<b>\$ 231,577</b>	<b>\$ 6,181,592</b>

# Systemwide Tasks



DANNENBAUM – PROGRAM MANAGER

- **PMC WA 9**
  - Managed/met/reviewed all development efforts done by other HCRMA consultants for SH 365 and IBTC.
  - Provided support to Staff for landowner coordination, meetings with stakeholders, in addition to Staff support for ROW document preparation, contract document support, and document control.
  - Construction Management tasks include
    - US 281 / BSIF construction and document control systems created (Appia and ProjectWise) for coordination with the Contractor and TxDOT.
    - Managing RFI, submittals, shop drawing reviews, and supporting logging of testing and inspection in coordination with HCRMA Construction Engineer and Records Keeper (including SW3P inspections, etc.).

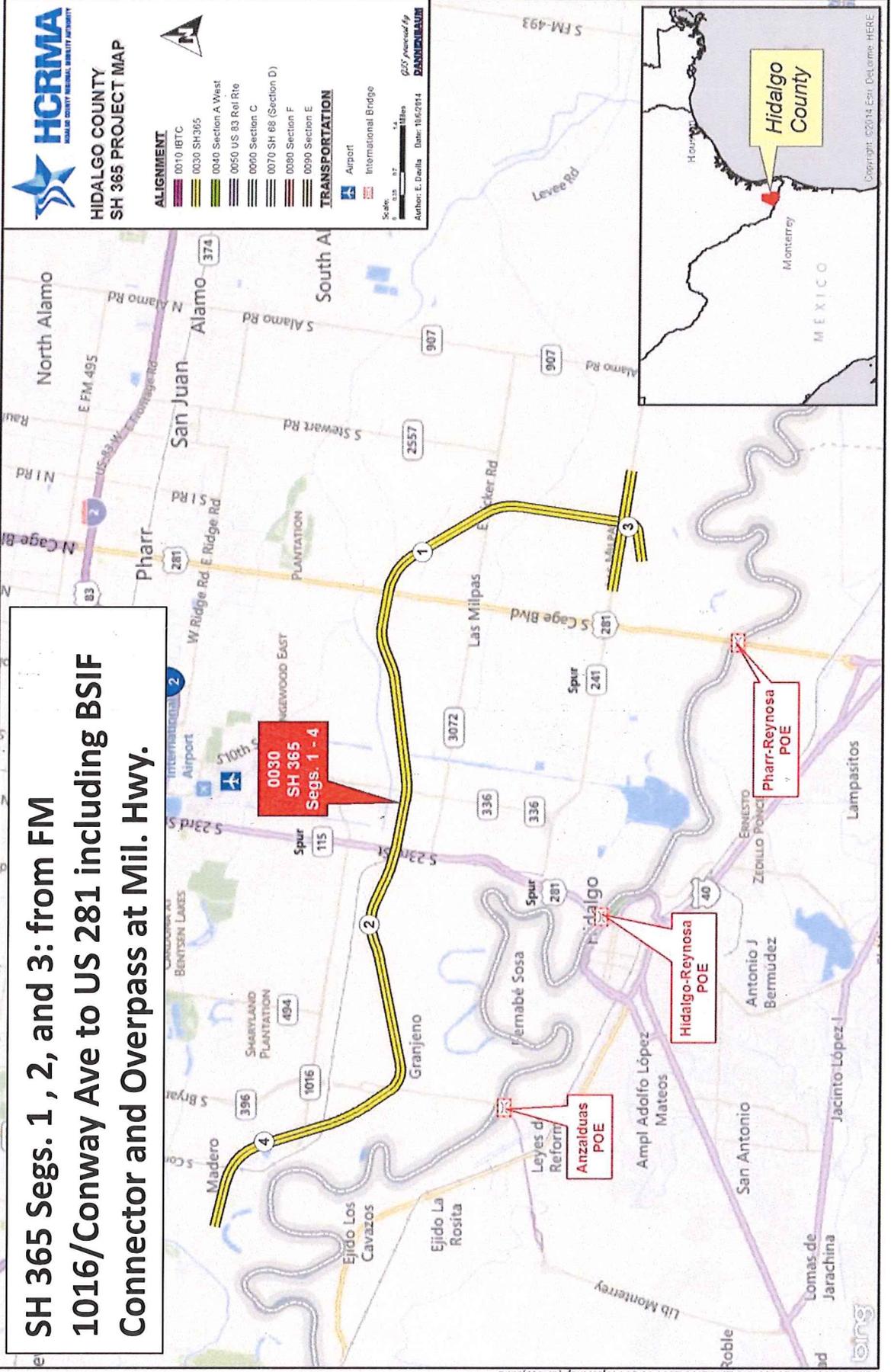
# Systemwide Tasks



DANNENBAUM – PROGRAM MANAGER

- **PMC WA 9 Cont.**
  - Continued to provide support to HCRMA Staff and Legal Counsel reviews of 365 TOLL PDA.
  - Merging PS&E sets from L&G and S&B into one cohesive plan set.
- **PMC WA 16**
  - Offsite Hydrologic Studies are 99% complete by Civil Systems Engineers (Deren Li) for eventual use on HCDD#1 Outfall Improvements.
  - Pending final report from CSE (SH 365 Seg. 3 is final and delivered to HCDD#1 for developing those outfalls) in order to coordinate the construction of outfalls for SH 365 Seg. 1 & 2.
  - Continued follow-up with HCDD#1 for SH 365 Seg 1 & 2 Outfall Development.

# Project Overview for SH 365



**SH 365 Segs. 1, 2, and 3: from FM 1016/Conway Ave to US 281 including BSIF Connector and Overpass at Mil. Hwy.**

# Project Schedule for SH 365



## SH 365 / US 281 Improvements - Phase I (Segment 3)

(US 281 / Mil. Hwy. from SP600 / Cage Blvd. to FM 2557 / Stewart Rd and the BSIF Connector)

WORK TASK	2015												2016											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Env. Clearance (FONSI)																								
Final Design (Complete)																								
ROW Acquisition (Complete)																								
Utility Relocation																								
Constr. Bid Opening (Letting)																								
Construction Starts																								

CONSTRUCTION FOR SH 365 PHASE I: FROM 02/01/2016 TO 09/30/2017

## SH 365 - Phase II (Segments 1 & 2)

(FM 396 / Anzalduas Hwy. to US 281 / Military Hwy)

WORK TASK	2016												2017											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Env. Clearance (FONSI)																								
Final Design																								
ROW Acquisition Phase																								
Utility Relocation																								
Constr. Bid Advertisement																								
Constr. Bid Opening (Letting)																								
Construction Starts																								

Occurred July 2, 2015

CONSTRUCTION FOR SH 365 PHASE II: FROM 3/21/2017 TO 11/21/2019

## Project Schedule Milestones

### for SH 365 (1 of 2: Remainder of 2016)



- 6/17/2016: 95% PS&E Submittal for Segments 1 & 2 (Merged) to TxDOT for Concurrent Review by Pharr District and Austin Divisions
- 6/30/2016: 100% ROW Acquisition
- 7/15/2016: Meet Construction milestone through utility relocation
- 7/15/2016: Receive 95% PS&E Comments from TxDOT (latest PDA says 15 days, but HCRMA providing ~30 days)
- 9/1/2016: Submit Bid Package (Bid Proposal and 100% Plans) to TxDOT
- 9/1/2016 to 10/30/2016: GEC Report Created
- 10/14/2016: LOA Received by HCRMA
- 10/28/2016: Advertisement Date (Sat 10/29 & Sun 10/30 & Subsequent weekends)
- 12/15/2016: Letting Date (as per current PDA)

## Project Schedule Milestones for SH 365 (2 of 2: 2017 & Beyond)

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- 1/24/2017: Award Date by HCRMA (Contingent upon TxDOT / FHWA concurrence)
- 1/31/2017: Visit Rating Agencies
- 2/10/2017: Receive Ratings
- 2/13/2017: Post POS
- 2/16/2017: Marketing and Road Show for entire week
- 2/23/2017: Price Bonds
- 3/17/2017: Close Bonds
- 3/21/2017: Issue Construction Contract NTP
- 7/31/2017: Constr. Ends SH 365 Seg. 3
- 11/21/2019: Constr. Ends SH 365 Seg. 1 & 2

# SH 365 Project Status



DANNENBAUM – PROGRAM MANAGER

- **Design**
  - PS&E on SH 365 Segment 3 (US 281/BSIF) is 100% complete.
  - PS&E on SH 365 Segments 1 and 2 are 95% complete.
  - All requested subsurface utility exposures are 100% complete.
  - Geo-technical for SH 365 Segment 3 (US 281) is 100% complete.
  - Geo-technical for SH 365 Segments 1 and 2 are 100% complete.
  - Onsite Hydrologic Studies for SH 365 Segments 1, 2, and 3 are 100% complete.

# SH 365 Project Status



DANNENBAUM – PROGRAM MANAGER

## ▪ ROW Mapping / Acquisition

- ROW Maps and Parcels for Segments 1 & 2 delivered to ROW team.
- Most appraisals completed, save for a few new levee parcels, along parcels modified for whole parcel takings, and in places where updated title information has become available.
- Land acquisition ongoing throughout entire corridor from Anzalduas Bridge to US 281 Military Highway.

## ▪ Utility Relocations

- Major utilities have been coordinated with and held kick-off meetings with said owners (cities, private utilities, irrigation districts, etc.).
- As ROW is acquired PMC has examined possibility of releasing utility relocation agreements.

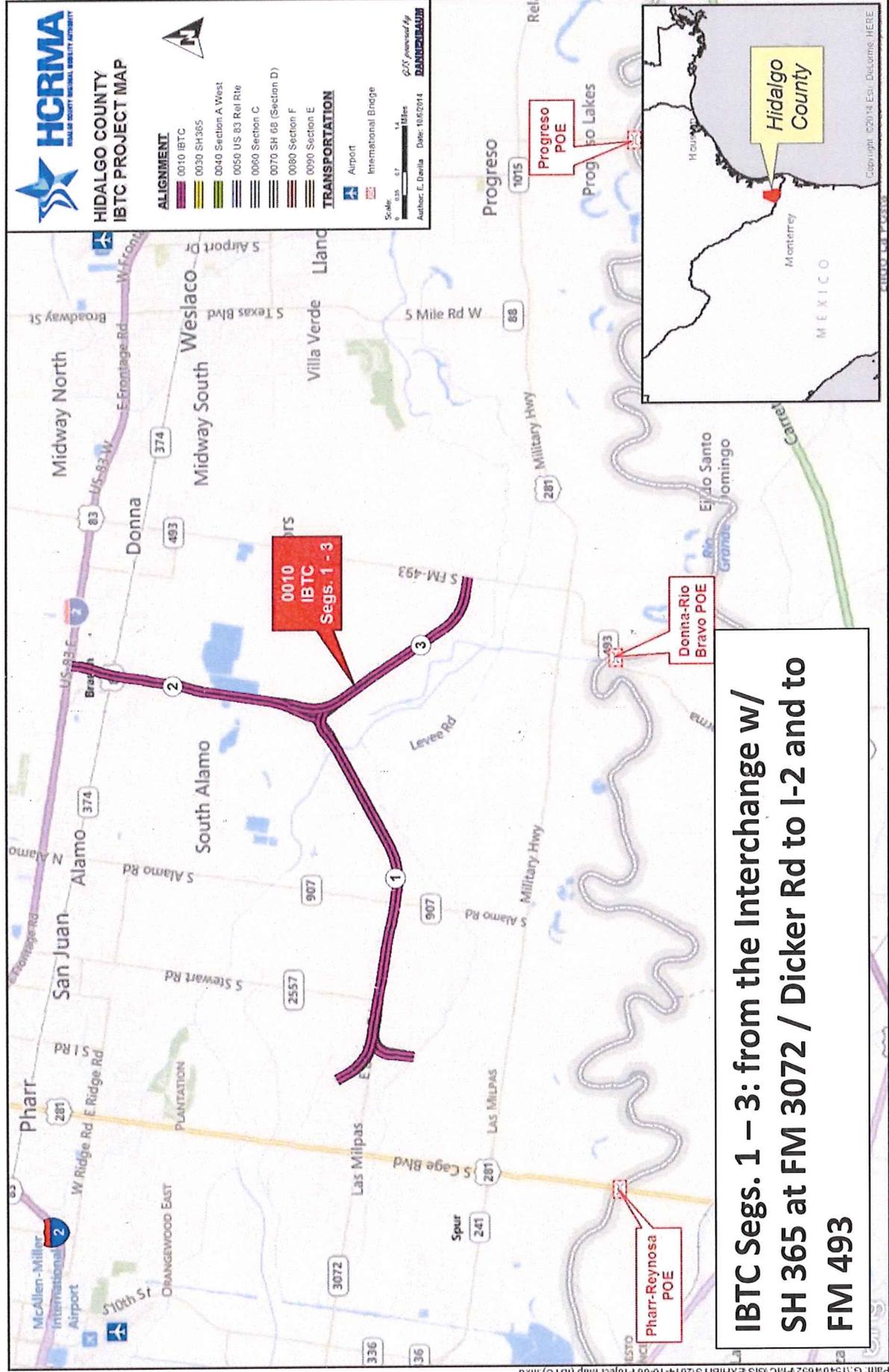
# SH 365 Project Status



DANNENBAUM – PROGRAM MANAGER

- **Environmental**
  - USIBWC
    - The Texas State Historical Commission has completed environmental review of the USIBWC Construction License.
  - USACE 404 Permit & Wetland Mitigation Plan
    - Permit public comment period closed April 25, 2016.
    - Four comments received and have been addressed and the revised permit and mitigation plan have been submitted to the USACE for final approval.
    - Survey of the proposed wetland mitigation site is complete and after the mitigation plan is approved an offer will be prepared.
    - Executed USACE 404 Individual Permit anticipated within 30 days.

# Project Overview for IBTC





# IBTC Project Status



DANNENBAUM – PROGRAM MANAGER

- **Design**
  - PS&E for IBTC Segments 1 - 3 are 40 to 60% complete.
  - Geo-technical borehole efforts are on pause for IBTC Segments 1-3.
  - Onsite Hydrologic Studies for IBTC have been reviewed and are being finalized.
  - Subsurface Utility Exposures are 100% complete.
- **Environmental**
  - A Phase II ESA was completed on the Donna Reservoir-IBTC footprint, final lab results indicate no PCB contamination is present within the proposed ROW.
  - As directed by the Executive Director the PMC has provided options to expedite the environmental clearance of the IBTC project.
  - IBTC Right-of-Entry forms are being updated to reduce any delays to environmental fieldwork.

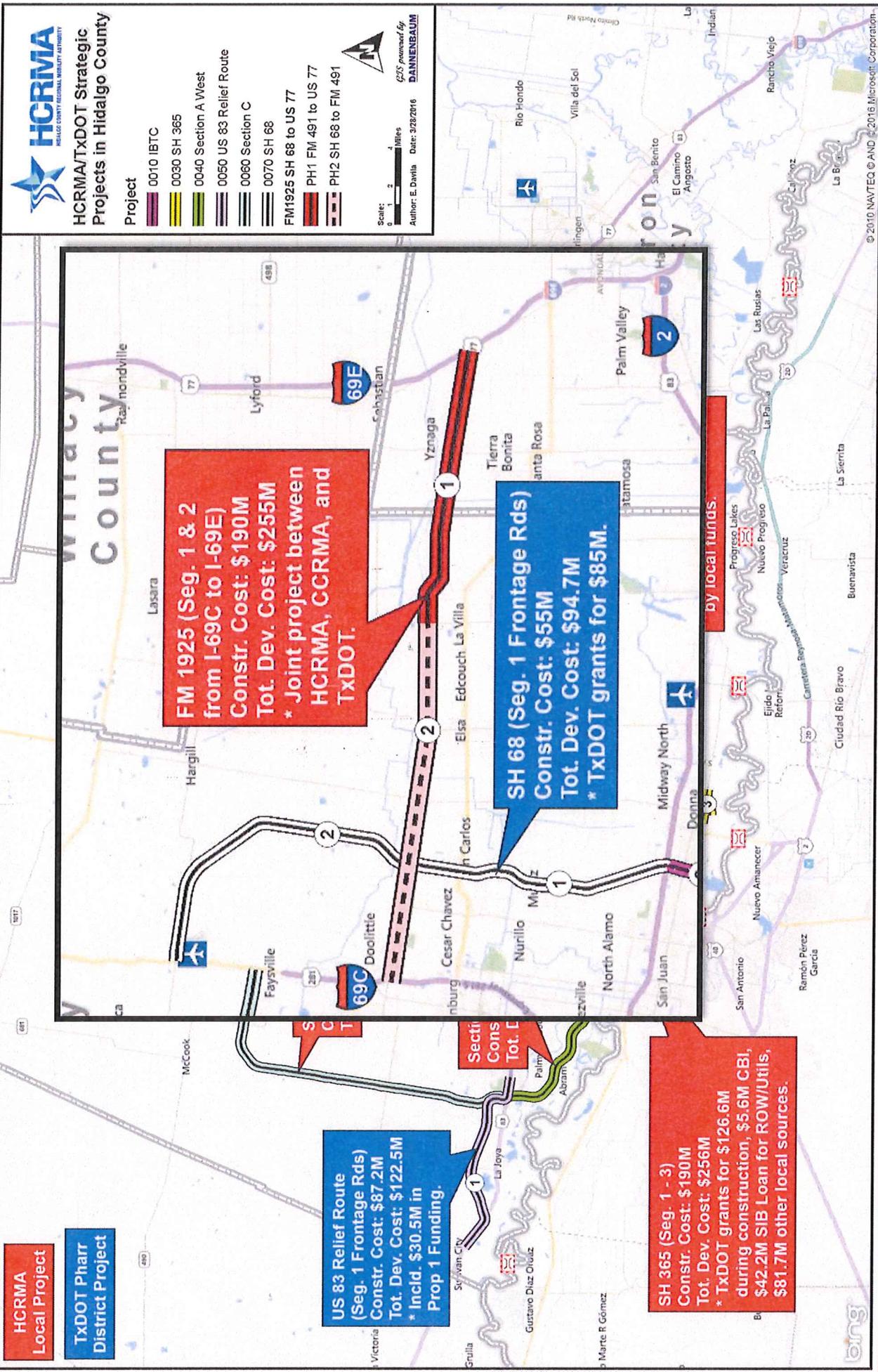
# IBTC Project Status



DANNENBAUM – PROGRAM MANAGER

- **ROW Mapping**
  - Strip map for complete IBTC project is complete for the entire project, as well as all ETT-easement parcels completed.
- **ROW Acquisition**
  - All parcels north of Donna Reservoirs have been submitted to the ROW Acquisition Team.
  - Early acquisition is nearing completion for the AEP/ETT local project ROW for the transmission line (4 parcels remain at various stages of closure).

# HCRMA Planning Efforts



# HCRMA Planning Efforts



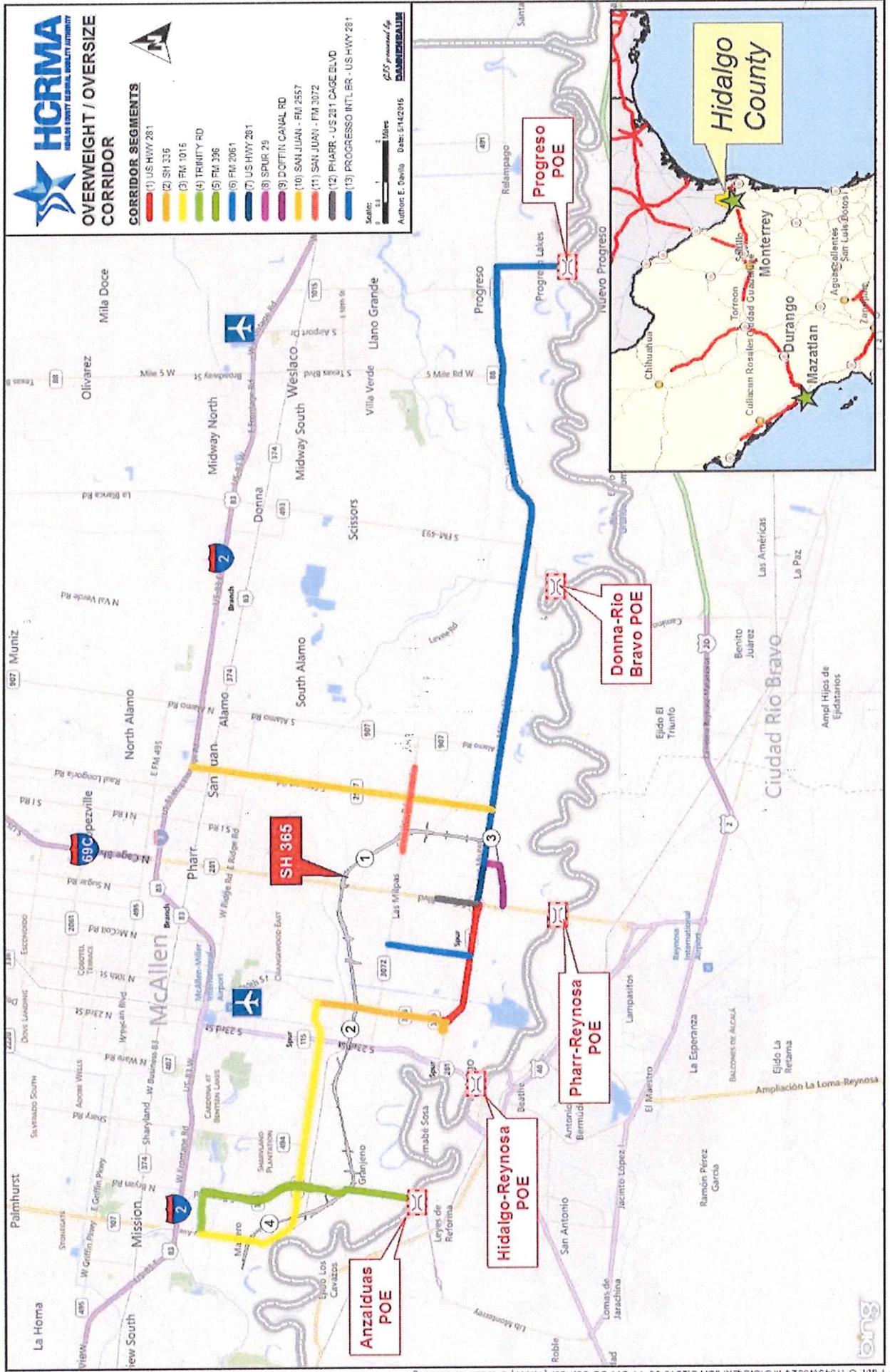
DANNENBAUM – PROGRAM MANAGER

- FM 1925 (from I69C to I-69E)
  - TxDOT Committed Supplemental Development Authority Funds for the Entire 27 Mile Corridor as an expressway facility.
  - TxDOT has committed to funding the Schematic Design.
  - Cameron County has committed to funding the segment of FM 1925 from the eastern Hidalgo County Line to US 77 and ultimately to the South Padre Island 2<sup>nd</sup> access.
  - Interlocal between HCRMA and CCRMA is being finalized to complete the Environmental Documents.
  - Hidalgo County has recommended the HCRMA receive \$20M in Proposition 1 & 7 funds for the Right-of-Way and Construction of the segment of the project from FM 491 East to the Cameron County line.

# Project Overview for Overweight/Oversize Corridor Permits



**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



# Overweight/Oversize Corridor Permits Report



DANNENBAUM – PROGRAM MANAGER

## From 01/01/2016 – 06/03/2016

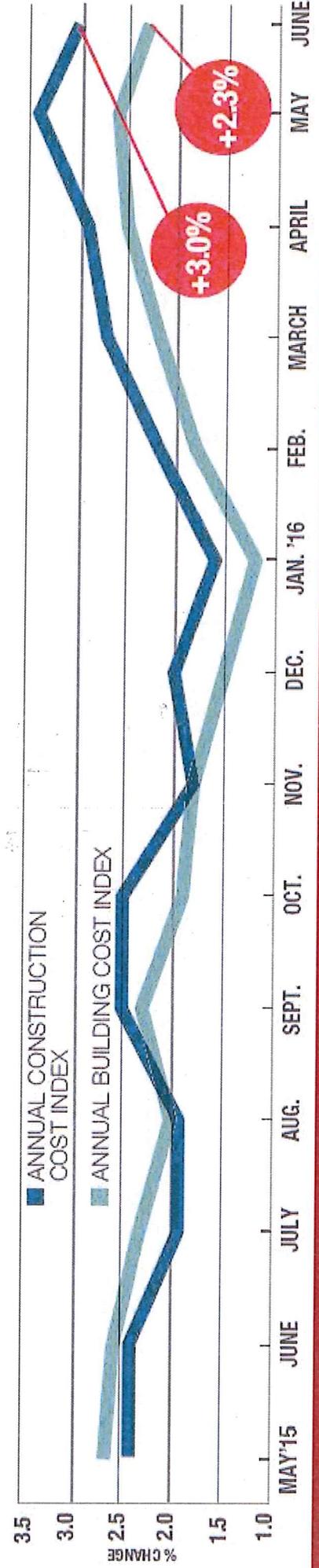
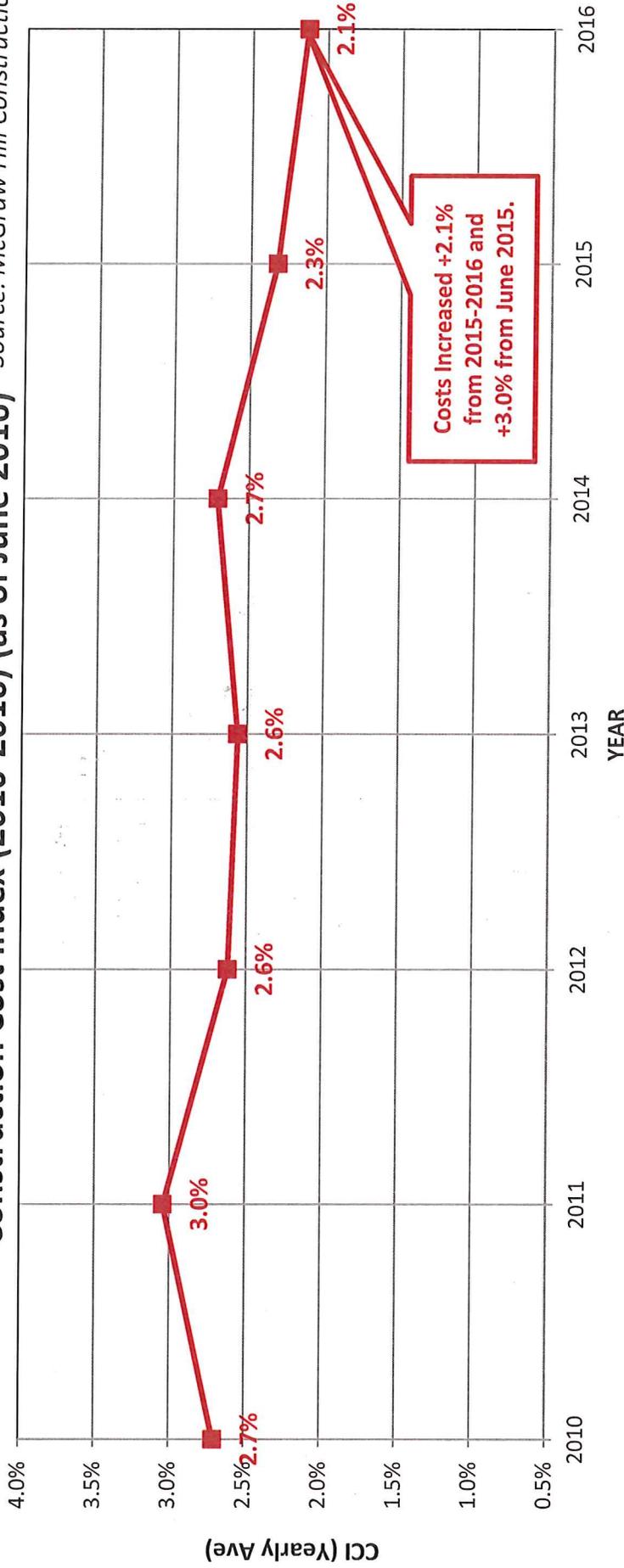
<b>Total Permits Issued:</b>	<b>11,193</b>
<b>Total Amount Collected:</b>	<b>\$ 920,090</b>
▪ <b>Convenience Fees (CC):</b>	<b>\$ 24,650</b>
▪ <b>Total Permit Fees:</b>	<b>\$ 895,440</b>
– Pro Miles:	<b>\$ 33,579</b>
– TxDOT:	<b>\$ 761,124</b>
– HCRMA:	<b>\$ 100,737</b>

# Construction Cost Index



DANNENBAUM – PROGRAM MANAGER

Construction Cost Index (2010-2016) (as of June 2016) Source: McGraw Hill Construction ENR



# Construction Cost Trends: Asphalt Paving Prices



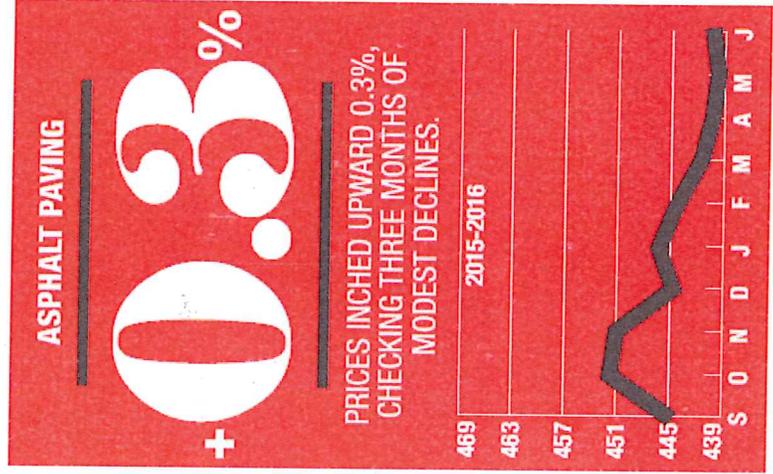
**DANNENBAUM – PROGRAM MANAGER**

■ The 20-city average price for liquid asphalt has changed in 2016 as follows:

- Price increased +0.2% in June 2016
- Price increased +0.3% between June 2015 to June 2016

## 20-CITY AVERAGE

ITEM	UNIT	SPRICE	%MONTH	%YEAR
<b>ASPHALT PAVING</b>				
PG 58	TON	397.23	+0.2	+0.3
Cutback, MC800	TON	374.05	+0.2	-0.8
Emulsion, RAPID SET	TON	345.32	+0.2	-2.4
Emulsion, SLOW SET	TON	362.73	+0.1	-0.8
<b>PORTLAND CEMENT</b>				
Type one	TON	113.55	-0.1	-1.8
<b>MASONRY CEMENT</b>				
70-lb	BAG	8.55	-0.1	0.0
<b>CRUSHED STONE</b>				
Base course	TON	10.13	-2.5	-3.3
Concrete course	TON	10.73	+0.1	-0.8
Asphalt course	TON	11.02	+0.2	-1.7
<b>SAND</b>				
Concrete	TON	8.99	-2.1	-3.1
Masonry	TON	10.88	+3.2	+2.0
<b>READY-MIX CONCRETE</b>				
3,000 psi	CY	110.09	+0.1	+2.1
4,000 psi	CY	114.42	+0.1	+2.1
5,000 psi	CY	120.79	+0.2	+1.3
<b>CONCRETE BLOCK</b>				
Normal weight: 8" x 8" x 16"	C	136.80	+0.1	-5.6
Lightweight: 8" x 8" x 16"	C	164.24	+0.1	+1.5
12" x 8" x 16"	C	175.47	+0.1	-1.2



Source: McGraw Hill Construction ENR

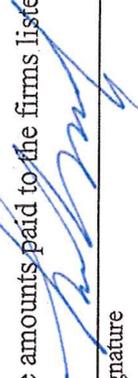
**ATTACHMENT H-3**  
**Subprovider Monitoring System for Federally Funded Contracts**  
**Progress Assessment Report for month of (Mo./Yr.) May / 2016**

Contract #: HCRMA Program Mgmt Consultant Project Original Contract Amount: \$ 5,000,000.00  
 Date of Execution: October 27, 2011 Approved Supplemental Agreements: \$ 13,204,750.67  
 Prime Provider: Dannenbaum Engineering Corporation Total Contract Amount: \$ 18,204,750.67  
 Work Authorization No. 1 Work Authorization Amount: \$ 909,960.63  
*If no subproviders are used on this contract, please indicate by placing "N/A" on the 1<sup>st</sup> line under Subproviders.*

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
*	HDR Engineering, Inc.	Program Mgmt	\$ 57,705.85	6.34%	\$ 0.00	\$ 57,705.85	\$ 0.00
*	Blanton & Associates, Inc.	Program Mgmt	\$ 20,928.44	2.30%	\$ 0.00	\$ 20,928.44	\$ 0.00
*	Guzman Munoz Engineering and Surveying, Inc.	Program Mgmt	\$ 20,848.54	2.29%	\$ 0.00	\$ 20,848.54	\$ 0.00
*	Barrera Torres Infrastructure, PLLC	Program Mgmt	\$ 0.00	0%	\$ 0.00	\$ 0.00	\$ 0.00
*	Aranda & Associates, Inc.	Program Mgmt	\$ 44,620.72	4.90%	\$ 0.00	\$ 44,620.72	\$ 0.00

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.

Louis H. Jones, Jr., P.E.  Signature  
 Print Name - Company Official / DBE Liaison Officer  
 shari.bricarell@dannenbaum.com Email  
 713-520-9570 Phone  
 713-527-6442 Fax  
 June 1, 2016 Date







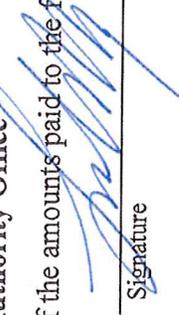
**ATTACHMENT H-3**  
**Subprovider Monitoring System for Federally Funded Contracts**  
**Progress Assessment Report for month of (Mo./Yr.) May / 2016**

Contract #: HCRMA Program Mgmt Consultant Project Original Contract Amount: \$ 5,000,000.00  
 Date of Execution: \_\_\_\_\_ Approved Supplemental Agreements: \$ 13,204,750.67  
 Prime Provider: Dannenbaum Engineering Corporation Total Contract Amount: \$ 18,204,750.67  
 Work Authorization No. 6 Work Authorization Amount: \$ 2,886,494.22  
*If no subproviders are used on this contract, please indicate by placing "N/A" on the 1<sup>st</sup> line under Subproviders.*

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
*	Blanton & Associates, Inc.	Program Mgmt	\$ 130,531.88	4.52%	\$ 0.00	\$ 44,454.74	\$ 86,077.14
*	Aranda & Associates, Inc.	Program Mgmt	\$ 397,469.80	13.77%	\$ 0.00	\$ 400,510.64	\$ (3,040.84)
*	Barrera Torres Infrastructure, PLLC	Program Mgmt	\$ 22,933.66	0.79%	\$ 0.00	\$ 0.00	\$ 22,933.66
*	C&M Associates, Inc.	Program Mgmt	\$ 70,000.00	2.43%	\$ 0.00	\$ 70,000.00	\$ 0.00
*	Aerial Data Service	Program Mgmt	\$ 63,885.56	2.21%	\$ 0.00	\$ 63,885.56	\$ 0.00
	HDR Engineering, Inc.	Program Mgmt	\$ 218,116.66	7.56%	\$ 0.00	\$ 124,109.75	\$ 94,006.91
	RODS Subsurface Utility Engineering Inc.	SUE Services	\$ 172,440.00	5.97%	\$ 0.00	\$ 172,440.00	\$ 0.00

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.

Louis H. Jones, Jr., P.E.  Signature  
 Print Name - Company Official /DBE Liaison Officer  
 shari.bricarell@dannenbaum.com Phone 713-520-9570 Date June 1, 2016  
 Email Fax 713-527-6442

























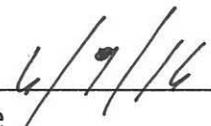
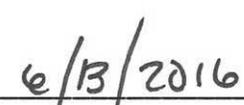




REQUEST FOR RECOMMENDATION ON PAYMENT

To: Carlos "CJ" Moreno, Land Acquisition Coordinator

Month and Year	May 2016	
Contractor	Bracewell	
Project/WA	Systemwide	
Invoice #	21651659	Date: 06/09/2016
Amount	\$ 12,460.00	
Date Sent	06/09/2016	

Date Received		
Received by		
Recommendation:	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Disapproval
Comments:		
		
Carlos Moreno, Jr., Land Acquisition Coordinator		Date
Recommendation:	<input checked="" type="checkbox"/> P.R. Approval	<input type="checkbox"/> Disapproval
Comments:		
		
Pilar Rodriguez, Executive Director		Date

Bracewell LLP  
ATTORNEYS AT LAW

P. O. Box 848566  
Dallas, TX 75284-8566  
713 223-2300  
TAX ID 74-1024827

---

**Remittance Page**

June 9, 2016  
035858  
INVOICE NO: 21651659  
04996

Client: Hidalgo County Regional Mobility Authority HCRMA  
Matter: General Counsel - Projects  
Matter No: 035858.000005

**Please Remit Total Balance Due**

\$ 12,460.00

**Please Return this Remittance Page with Your Payment**

WIRE TRANSFER INFORMATION

Wire to: Bank of America, 901 Main Street, Dallas, Texas  
Name on Account: Bracewell LLP  
Bank Account No: 001390004197  
ABA Number (For **Wire Transfers Only**): 026009593; (For **ACH'S Only**): 111000025  
*For International Wires Also Include:*  
Swift Code (U.S. Funds): BOFAUS3N; Swift Code (Foreign Funds): BOFAUS6S  
Please include the invoice number as a reference when sending the wire.

Pay ↑  
P-R  
6/13/2016



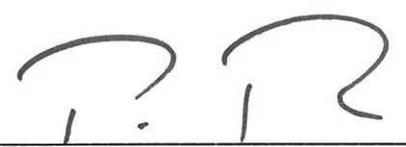
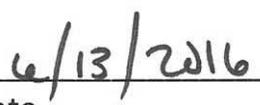
# HCRMA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## REQUEST FOR RECOMMENDATION ON PAYMENT

To: Carlos "CJ" Moreno, Land Acquisition Coordinator

Month and Year	May 2016	
Contractor	Law Office of Richard A. Cantu	
Project/WA	SH365	
Invoice #	10286	Date: 06/03/2016
Amount	\$ 16,616.08	
Date Sent	06/08/2016	

Date Received		
Received by		
Recommendation:	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Disapproval
Comments:		
		
Carlos Moreno, Jr., Land Acquisition Coordinator		Date
Recommendation:	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Disapproval
Comments:		
		
Pilar Rodriguez, Executive Director		Date

Escobedo & Cardenas, LLP  
3700 N. 10th, Ste. 210  
McAllen, Texas 78501  
Ph: 956-630-2222  
Fx: 956-630-2223

LAW OFFICE OF RICHARD A. CANTU, P.C.  
*A Professional Corporation*  
P.O. Box 6149, McAllen, Texas 78502  
5307 North McColl Road, McAllen, Texas 78504  
Telephone (956) 630-6330 · Facsimile (956) 631-6552

Hidalgo County Regional Mobility Authority HCRMA

June 3, 2016  
Invoice No.: 10286

**Total Fees for Professional Services Rendered** **\$16,616.08**  
Fees for Professional Services ..... \$16,616.08

**Total Current Billing for this Mater**

**\$16,616.08**

Pay ↑

R. A. Cantu  
6/9/2016

Please return copy with your payment to assure proper credit.  
If you need more detailed information about your account,  
please contact the attorney in charge.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
PAYMENT SUMMARY

Sendero  
Acquisition Services  
State Highway 365

Billing Date	Invoices										Total Paid to Date	
	7/31/2015	8/31/2015	9/30/2015	10/31/2015	11/30/2015	12/31/2015	1/31/2016	2/29/2016	3/31/2016	4/30/2016		5/31/2016
Billing Amount	\$53,120.00	\$30,310.00	\$100,670.00	\$62,340.00	\$52,250.00	\$36,260.00	\$26,170.00	\$46,220.00	\$37,740.00	\$6,120.00	\$30,860.00	\$482,060.00
											<b>\$30,860.00</b>	

Amount Approved for Payment



Approved for Payment  
Pilar Rodriguez  
Executive Director

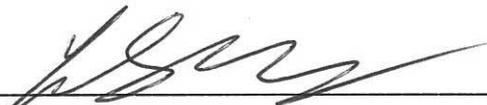
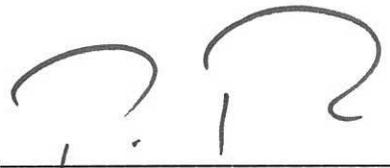
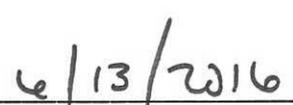
6/12/2016  
Date



REQUEST FOR RECOMMENDATION ON PAYMENT

To: Carlos "CJ" Moreno, Land Acquisition Coordinator

Month and Year	May 2016	
Contractor	Sendero Aquisitions	
Project/WA	SH365	
Invoice #	5312016SH365	Date: 05/31/2016
Amount	\$ 30,860.00	
Date Sent	06/08/2016	

Date Received		
Received by		
Recommendation:	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Disapproval
Comments:		
		
Carlos Moreno, Jr., Land Acquisition Coordinator		Date
Recommendation:	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Disapproval
Comments:		
		
Pilar Rodriguez, Executive Director		Date



P. O. Box 5848  
Arlene, TX 79608

325.672.5540 Office  
325.672.5549 Fax

INVOICE

Date	Invoice #
5/31/16	5312016SH365

Bill To:  
HCRMA  
Hidalgo County Regional Mobility Authority  
118 S. Cage Blvd. 4th floor  
Pharr, TX 78577

Item	Quantity	Description	Terms	Project
			Net 30	SH 365
			Rate	Amount
Sendero Acquisitions - SH 365: Parcels 63P1&P3, 63P2, 66	3	Negotiation Service - upon submission of acceptable payment package or issuance of final offer letter	\$ 2,250.00	\$ 6,750.00
Sendero Acquisitions - SH 365: Parcels 63P1&P3, 63P2, 66	3	Title and Closing Service - upon submission of payment packet or issuance of final offer letter	\$ 480.00	\$ 1,440.00
Sendero Acquisitions - SH 365		Title/Closing Service - Upon attending Closing	\$ 240.00	\$ -
Sendero Acquisitions - SH 365		Negotiation Service - completed closing of parcel	\$ 1,250.00	\$ -
Sendero Acquisitions - SH 365		Title/Closing Service - Issue Title Policy	\$ 360.00	\$ -
Sendero Acquisitions - SH 365		Residential Relocation - Vacated Parcel	\$ 2,275.00	\$ -
Sendero Acquisitions - SH 365		Residential Relocation - Completed Parcel	\$ 1,625.00	\$ -
Sendero Acquisitions - SH 365		OAS Relocation - 90 day letter	\$ 1,350.00	\$ -
Sendero Acquisitions - SH 365		Business Relocation - 90 day letter	\$ 2,450.00	\$ -
Sendero Acquisitions - SH 365: Parcel 7-R01	1	Residential Relocation - 90 day letter	\$ 2,600.00	\$ 2,600.00
Sendero Acquisitions - SH 365: Parcel 61P1,P2	1	Condemnation Support - Complete E-49 Package	\$ 1,350.00	\$ 1,350.00
Sendero Acquisitions - SH 365: Parcels 16P6, 81, 100, 101, 107, 112, 113	7	Title Service - Securing/Updating Title Commitment	\$ 120.00	\$ 840.00
Sendero Acquisitions - SH 365: Parcels 105, 107, 110	3	Negotiation Service - Intro Letter	\$ 175.00	\$ 525.00
Sendero Acquisitions - SH 365: Parcels 105, 107, 110	3	Negotiation Service - Offer Letter	\$ 575.00	\$ 1,725.00
Sendero Acquisitions - SH 365: Parcels 16P6, 81, 82, 83, 84E, 85E, 101	7	Negotiation Service - Intro Letter	\$ 350.00	\$ 2,450.00
Sendero Acquisitions - SH 365: Parcels 16P6, 81, 82, 83, 84E, 85E, 101	7	Negotiation Service - Offer Letter	\$ 1,150.00	\$ 8,050.00
Half Associates - SH 365: Parcels 13P1, 13P2, 17, 60P2, 60P4, 75, 76, 78, 103, 104, 106	11	Title Service - Securing/Updating Title Commitment	\$ 120.00	\$ 1,320.00
Half Associates - SH 365		Negotiation Service - upon submission of acceptable payment package or issuance of final offer letter	\$ 2,250.00	\$ -
Half Associates - SH 365		Negotiation Service - completed closing of parcel	\$ 1,250.00	\$ -
Half Associates - SH 365: Parcel 68	1	Title Service - Securing/Updating Title Commitment	\$ 360.00	\$ 360.00
Half Associates - SH 365		Title and Closing Service - upon submission of payment packet or issuance of final offer letter	\$ 480.00	\$ -
Half Associates - SH 365		Title/Closing Service - Upon attending Closing	\$ 240.00	\$ -
Half Associates - SH 365: Parcels 75, 76, 102	3	Negotiation Service - Offer Letter	\$ 1,150.00	\$ 3,450.00
			<b>TOTAL</b>	<b>\$ 30,860.00</b>

✓  
✓ Discount of  
  
P R  
6/13/2016  
Pay

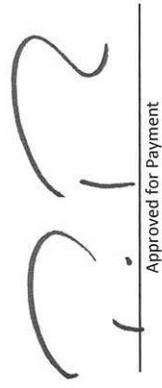
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
PAYMENT SUMMARY

Sendero  
Acquisition Services  
International Bridge Trade Corridor

Billing Date	Invoices												Total Paid to Date
	6/30/2014	7/31/2014	8/31/2014	9/30/2014	10/31/2014	11/30/2014	12/31/2014	1/31/2015	2/28/2015	3/31/2015	4/30/2015	5/31/2015	
Billing Amount	\$6,650.00	\$24,700.00	\$29,700.00	\$68,940.00	\$168,240.00	\$113,220.00	\$64,375.00	\$84,090.00	\$148,995.00	\$141,743.50	\$50,810.00	\$44,635.00	\$946,098.50

Billing Date	Invoices					Total Paid to Date
	6/30/2015	7/31/2015	8/31/2015	10/31/2015	12/31/2015	
Billing Amount	\$26,650.00	\$21,425.00	\$15,155.00	\$8,805.00	\$9,180.00	\$10,815.00
						\$3,625.00
						<u>\$3,625.00</u>
						Amount Approved for Payment



Approved for Payment  
Pilar Rodriguez  
Executive Director

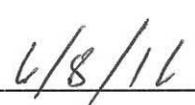
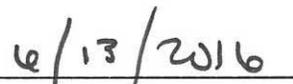
4/13/2016  
Date



REQUEST FOR RECOMMENDATION ON PAYMENT

To: Carlos "CJ" Moreno, Land Acquisition Coordinator

Month and Year	May 2016	
Contractor	Sendero Aquisitions	
Project/WA	IBTC	
Invoice #	5312016IBTC	Date: 05/31/2016
Amount	\$ 3,625.00	
Date Sent	06/08/2016	

Date Received		
Received by		
Recommendation:	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Disapproval
Comments:		
 <hr/> Carlos Moreno, Jr., Land Acquisition Coordinator		 <hr/> Date
Recommendation:	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Disapproval
Comments:		
 <hr/> Pilar Rodriguez, Executive Director		 <hr/> Date



P. O. Box 5848  
 Abilene, TX 79608  
 325.672.5540 Office  
 325.672.5549 Fax

**Bill To:**  
 HCRMA  
 Hidalgo County Regional Mobility Authority  
 118 S. Cage Blvd. 4th floor  
 Pharr, TX 78577

Date	Invoice #
5/31/16	5312016IBTC

Item	Quantity	Description	Terms	Project	
			Net 30	IBTC	
			Rate	Amount	
Sendero Acquisitions - IBTC		Title and Closing Service - Upon attending Closing	\$ 240.00	\$	-
Sendero Acquisitions- IBTC		Negotiation Service - completed closing of parcel	\$ 1,250.00	\$	-
Sendero Acquisitions- IBTC		Title and Closing Service - Issue title policy	\$ 360.00	\$	-
Halff Associates - IBTC		Title Service - Securing/Updating Title Commitment	\$ 120.00	\$	-
Halff Associates - IBTC		Negotiation Service - Offer Letter	\$ 1,150.00	\$	-
Halff Associates - IBTC		Title and Closing Service - upon submission of payment packet or issuance of final offer letter	\$ 480.00	\$	-
Halff Associates - IBTC		Title and Closing Service - Upon attending Closing	\$ 240.00	\$	-
Halff Associates - IBTC		Title and Closing Service - Issue title policy	\$ 360.00	\$	-
Halff Associates - IBTC		Negotiation Service - completed closing of parcel	\$ 1,250.00	\$	-
Halff Associates - IBTC		Personal Property - Submitting Master File	\$ 1,100.00	\$	-
Halff Associates - IBTC		Residential Relocation - completed/master file	\$ 1,625.00	\$	-
Relocation Manager - John Reed	29	Relocation Manager - John Reed	\$ 125.00	\$	3,625.00
			<b>TOTAL</b>		<b>3,625.00</b>

Pay ↑  
 6/13/2016

HLH Appraisal Services  
 Review Appraisal Report Services  
 State Highway 365

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
 2014 PAYMENT SUMMARY

Billing Date	Billing Amount	Invoices										Total Paid to Date
		10/21/2014	1/5/2015	8/10/2015	9/1/2015	10/5/2015	11/6/2015	12/2/2015	2/3/2016	1/11/2016	5/4/2016	
	\$1,900.00	\$6,175.00	\$16,150.00	\$5,700.00	\$11,875.00	\$8,075.00	\$3,325.00	\$1,425.00	\$5,225.00	\$15,675.00	\$950.00	\$76,475.00
											<u>\$950.00</u>	
												<b>Amount Approved for Payment</b>



Approved for Payment  
 Pilar Rodriguez  
 Executive Director

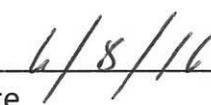
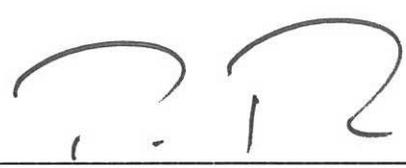
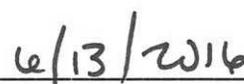
6/13/2016  
 Date



REQUEST FOR RECOMMENDATION ON PAYMENT

To: Carlos "CJ" Moreno, Land Acquisition Coordinator

Month and Year	May 2016	
Contractor	HLH Appraisal Services	
Project/WA	SH365	
Invoice #	22	Date: 06/03/2016
Amount	\$ 950.00	
Date Sent	06/08/2016	

Date Received		
Received by		
Recommendation:	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Disapproval
Comments:		
		
Carlos Moreno, Jr., Land Acquisition Coordinator		Date
Recommendation:	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Disapproval
Comments:		
		
Pilar Rodriguez, Executive Director		Date

**HLH APPRAISAL SERVICES**  
Specializing in Appraisal Review of Road and Drainage Projects

**HCRMA- INVOICE NO. 22**

**PROPOSED REGIONAL LOOP PROJECT**  
**RCSJ 3627-01-001**  
**HCRMA - SH 365-SEGMENT 2**

**JUNE 3, 2016**

ITEMIZED BILLING STATEMENT FOR APPRAISAL REVIEW WORK PERFORMED ON THE PARCELS LISTED BELOW ON THE ABOVE PROJECT, HIDALGO COUNTY, TEXAS. THE BILLING IS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY PROFESSIONAL REVIEW APPRAISAL SERVICES CONTRACT EXECUTED BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY ON APRIL 1, 2014 (the "AUTHORITY") AND HLH APPRAISAL SERVICES, "CONSULTANT."

Parcel No. 14  
Parcel No. 16, Part 6

475.00  
475.00

950.00

*Ray*  
*[Signature]*

**Total Due 2 Reviews @ 475/Review Totals \$950.00**

*Harvey L. Heerssen*  
Harvey L. Heerssen – Review Appraiser  
Tx. State Certified General Real Estate Appraiser  
No. TX-1327190-G  
6107 Aberton Forest Drive  
Houston, TX. 77084

6-3-16  
Date

*[Signature]*  
*6/13/2016*





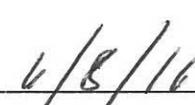
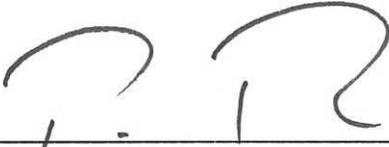
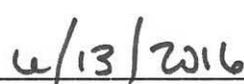
# HCRMA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## REQUEST FOR RECOMMENDATION ON PAYMENT

To: Carlos "CJ" Moreno, Land Acquisition Coordinator

Month and Year	May 2016	
Contractor	Leonel Garza, Jr. & Associates	
Project/WA	SH365	
Invoice #	2992	Date: 05/18/2016
Amount	\$ 7,500.00	
Date Sent	06/08/2016	

Date Received		
Received by		
Recommendation:	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Disapproval
Comments:		
		
Carlos Moreno, Jr., Land Acquisition Coordinator		Date
Recommendation:	<input checked="" type="checkbox"/> P.R. Approval	<input type="checkbox"/> Disapproval
Comments:		
		
Pilar Rodriguez, Executive Director		Date



1419 Dove Ave Suite 1 McAllen, TX 78504

TIN# 74-2948770

# Invoice

Date	Invoice #
5/18/2016	2992

Hidalgo Co. Regional Mobility Authority  
 Carlos Moreno  
 118 S Cage Blvd 4th Floor  
 Pharr, TX 78577

<i>Make Checks Payable To: Leonel Garza Jr. &amp; Associates, LLC</i>		
P.O. No.	Terms	Job
	Net 60	365

Item	Office File#	Description	Rate	Amount
ROW Appraisal	3584	SH 365 Project S2 Parcel 15 Owner: McAllen Industrial Development Authority	2,500.00	2,500.00
ROW Appraisal	3809	SH 365 Project S2 Parcel 16 pt 6 Owner: Edna Salinas	2,500.00	2,500.00
ROW Appraisal	3613	SH 365 Project S4 Parcel 23 Owner: City of McAllen	2,500.00	2,500.00

*Handwritten:* 1 - 12  
6/13/2016

*Handwritten:* Pay 7  
\$7,500.00

If you should have any questions regarding this invoice, please contact our office. Phone # 956-687-7295      mvgarza@garza-associates.com			<b>Total</b>	\$7,500.00
---	--	--	--------------	------------





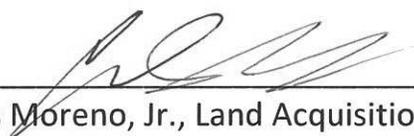
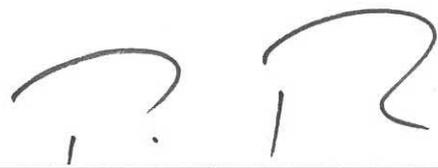
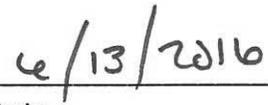
# HCRMA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## REQUEST FOR RECOMMENDATION ON PAYMENT

To: Carlos "CJ" Moreno, Land Acquisition Coordinator

Month and Year	May 2016	
Contractor	Sierra Title of Hidalgo County	
Project/WA	SH365	
Invoice #	3152866	Date: 04/06/2016
Amount	\$ 1,157.13	
Date Sent	06/09/2016	

Date Received		
Received by		
Recommendation:	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Disapproval
Comments:		
		
Carlos Moreno, Jr., Land Acquisition Coordinator		Date
Recommendation:	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Disapproval
Comments:		
		
Pilar Rodriguez, Executive Director		Date

# SIERRA TITLE OF HIDALGO COUNTY, INC.

## INVOICE

**Bill To:**

HIDALGO COUNTY REGIONAL MOBILITY  
AUTHORITY  
PO BOX 1766  
PHARR, Texas 78577

Date: 4/6/2016

Order File No.: 3152866  
TRACT 68

**Property Description:**

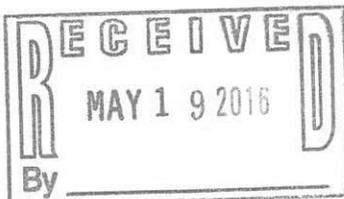
Lot 32 Block SAN JUAN PLANTATION SUBD. Section Phase

DESCRIPTION	AMOUNT
RECORDING FEE	\$178.00
TAX SERVICE OF HIDALGO COUNTY	\$54.13
TITLE POLICY	\$422.00
ESCROW FEE	\$500.00
GUARNATEE FEE	\$3.00
TOTAL	\$1157.13

**\*\*PLEASE ENCLOSE A COPY OF THIS INVOICE WITH YOUR PAYMENT  
TO INSURE PROPER CREDIT.\*\***

- ORIGINAL RECORDED FEDERAL TAX LIEN #6
- ~~-ORIGINAL RECORDED FEDERAL TAX LIEN #9~~
- ORIGINAL RECORDED NOT SAME AFFIDAVIT #8
- ORIGINAL RECORDED WARRANTY DEED
- ORIGINAL OWNER'S TITLE POLICY
- FINAL CERTIFIED HUD

*Should be sent to  
Customer.  
we have Cops*



\_\_\_\_\_  
LORENA CORPUS



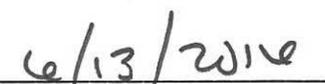
# HCRMA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## REQUEST FOR RECOMMENDATION ON PAYMENT

To: Carlos "CJ" Moreno, Land Acquisition Coordinator

Month and Year	May 2016	
Contractor	Top Cut Lawn Care, Inc	
Project/WA	IBTC	
Invoice #	57864	Date: 05/15/2016
Amount	\$ 1,433.25	
Date Sent	06/08/2016	

Date Received		
Received by		
Recommendation:	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Disapproval
Comments:		
		
Carlos Moreno, Jr., Land Acquisition Coordinator		Date
Recommendation:	<input checked="" type="checkbox"/> P.R. Approval	<input type="checkbox"/> Disapproval
Comments:		
		
Pilar Rodriguez, Executive Director		Date

**Top Cut Lawn Care Inc.**

1200 E. BUSINESS HIGHWAY 83  
LA FERIA, TEXAS 78559

Phone No. 9564234318 Fax No. 956-797-4179  
E-mail KARINA.VARELA@TOPCUTCORP.C...  
Web Site www.topcutcorp.com

**INVOICE**

Date 5/15/2016  
Invoice No. 57864



Work Order No. [REDACTED]  
P.O. No.

<b>Bill To</b> HIDALGO COUNTY REGIONAL MOBILITY 118 S. CAGE BLVD., 4TH FLOOR PO BOX 1766 PHARR TEXAS 78577	<b>Location Services Performed</b> RED RIVER SUBDIVISION VALLEY VIEW RD N BUSINESS 83
--	---

Item	Description	Serviced Date	Qty	Rate	Amount
LAWNCARE	ONCE A MONTH MOW TRIM & BLOW INCLUDES DISPOSAL OF DEBRIS GENERATED 49 lots		49	29.25	1,433.25T
	MONTHLY FEE \$1433.25				

*Pay*  
*6/13/2016*



<b>Subtotal</b>	\$1,433.25	<b>Payments/Credits</b>	<del>\$0.00</del>
<b>Sales Tax</b>	\$0.00	<b>Balance Due</b>	<b>\$1,433.25</b>
<b>Total</b>	\$1,433.25	<b>Terms</b>	[REDACTED]

Please detach the lower portion of your invoice and return with your payment.

<b>Invoice #</b> 57864	<b>Check No.</b>	Please make all checks payable to <b>TOP CUT LAWN CARE</b> 1200 E. BUSINESS HIGHWAY 83 LA FERIA, TEXAS 78559
Irrigation In Texas is regulated by the Texas Commission on Environmental Quality TCEQ MC-178 P.O. Box 13087 Austin, Tx 78711-3087 www.tceq.state.tx.us Irrigator LI #LI0013688		

For your convenience we accept all Major Credit Cards. **Balance Due** **\$1,433.25**

Notify us immediately! If your current sales tax status changes, you will be subject to and responsible for any unpaid or uncollected sales taxes that are pending due to tax status changes.

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Item 2C

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

<b>BOARD OF DIRECTORS</b>	<u>  X  </u>	<b>AGENDA ITEM</b>	<u>  2C  </u>
<b>PLANNING COMMITTEE</b>	<u>          </u>	<b>DATE SUBMITTED</b>	<u>  06/15/16  </u>
<b>FINANCE COMMITTEE</b>	<u>          </u>	<b>MEETING DATE</b>	<u>  06/28/16  </u>
<b>TECHNICAL COMMITTEE</b>	<u>          </u>		

1. Agenda Item: **APPROVAL OF THE FINANCIAL REPORT FOR THE MONTH OF MAY 2016.**
2. Nature of Request: (Brief Overview) Attachments:   X  Yes   No  
Consideration and approval of financial report for the months of May 2016.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted:   Yes   No   X  N/A  
Funding Source:
5. Staff Recommendation: **Motion to approve the Financial Report for the month of May 2016, as presented.**
6. Program Manager's Recommendation:   Approved   Disapproved   X  None
7. Planning Committee's Recommendation:   Approved   Disapproved   X  None
8. Board Attorney's Recommendation:   Approved   Disapproved   X  None
9. Chief Auditor's Recommendation:   Approved   Disapproved   X  None
10. Chief Financial Officer's Recommendation:   X  Approved   Disapproved   None
11. Chief Construction Engineer's Recommendation:   Approved   Disapproved   X  None
12. Executive Director's Recommendation:   X  Approved   Disapproved   None

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY  
STATEMENT OF NET POSITION MAY 31, 2016**

**ASSETS**

**CURRENT ASSETS**

Cash	\$ 906,151
Investments-Operating	159,925
Investments - VRF	6,465,833
Promiles-Prepaid/Escrow Overweight Permit Fees	5,680
Accounts Receivable - VR Fees	511,100
	<hr/>
Total Current Assets	8,048,689

**RESTRICTED ASSETS**

Investments-debt service	1,987,233
Investments-bond construction	7,658,437
	<hr/>
Total Restricted Assets	9,645,670

**CAPITAL ASSETS**

Construction in progress	83,015,976
	<hr/>
Total Capital Assets	83,015,976

**TOTAL ASSETS** \$ 100,710,335

**LIABILITIES AND NET POSITION**

**CURRENT LIABILITIES**

Unearned Revenue - Overweight Permit Escrow	\$ 5,680
	<hr/>
Total Current Liabilities	5,680

**RESTRICTED LIABILITIES**

Accrued Interest - Bonds	239,103
Current Portion of Long-Term Debt	1,105,000
Current Portion of Bond Premium	76,452
	<hr/>
Total Restricted Liabilities	1,420,555

**LONG-TERM LIABILITIES**

2013 VRF Bonds Payable	58,275,000
Bond Premium	2,064,192
	<hr/>
Total Long-Term Liabilities	60,339,192

Total Liabilities 61,765,427

**NET POSITION**

Investment in Capital Assets, Net of Related Debt	29,153,769
Debt Service	1,987,233
Unrestricted	7,803,906
	<hr/>

Total Net Position 38,944,908

**TOTAL LIABILITIES AND NET POSITION** \$ 100,710,335

41 -HCRMA-GENERAL

ACCOUNT#	TITLE		
<b>ASSETS</b>			
=====			
41-1-1100	GENERAL OPERATING	906,151.34	
41-1-1101	PLEDGE AGREEMENTS-CITIES	0.00	
41-1-1102	TEXSTAR-GEN OPS	159,925.50	
41-1-1103	TEXSTAR-INVESTMENT-VRF	6,465,832.59	
41-1-1110	CLEARING ACCOUNT-WT 000-VRF	0.00	
41-1-1113	ACCOUNTS RECIEVABLES-VR FEES	511,100.00	
41-1-1113-1	PROMILES-PREPAID/ESCROW OVERWE	5,680.00	
41-1-1118	CONSTRUCTION IN PROGRESS	83,015,975.71	
41-1-1120	EQUIPMENT	0.00	
41-1-1121	FURNITURE & FIXTURES	0.00	
41-1-1122	COMPUTER EQUIP/SOFTWARE	0.00	
41-1-1123	ACCUMULATED DEPRECIATION	<u>0.00</u>	
			<u>91,064,665.14</u>
TOTAL ASSETS			91,064,665.14
=====			
<b>LIABILITIES</b>			
=====			
41-2-1212	ACCOUNTS PAYABLE	0.00	
41-2-1213-1	UNEARNED REV.-OVERWEIGHT	5,680.00	
41-2-1213-9	CURRENT-UNAMORTIZED PREMIUM	76,451.51	
41-2-1214-1	BONDS PAYABLE-CURRENT	1,105,000.00	
41-2-1214-2	BONDS PAYABLE-LONG TERM PORTIO	58,275,000.00	
41-2-1214-3	UNAMORTIZED PREMIUM ON BOND	2,064,191.71	
41-2-1401	FUND BALANCE-RESTRICTED FOR IM	<u>0.00</u>	
TOTAL LIABILITIES			<u>61,526,323.22</u>
<b>EQUITY</b>			
=====			
41-3-1400	FUND BALANCE	<u>28,650,191.72</u>	
TOTAL BEGINNING EQUITY			28,650,191.72
TOTAL REVENUE		2,987,482.84	
TOTAL EXPENSES		<u>2,099,332.64</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		888,150.20	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>29,538,341.92</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			91,064,665.14
=====			

C I T Y O F P H A R R  
REVENUE REPORT FOR PERIOD ENDING:  
MAY 31ST, 2016

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 41.67

ACCOUNT NO#	TITLE	CURRENT MONTH REVENUES	YEAR TO DATE REVENUES	AMOUNT BUDGETED	BUDGET BALANCE	PERCENT USED
HCRMA						
4-1504	VEHICLE REGISTRATION FEES	511,100.00	2,805,211.53	0.00	( 2,805,211.53)	0.00
4-1504-1	VFR DIVIDENDS/INTEREST	0.00	0.00	0.00	0.00	0.00
4-1505-5	PROMILES-OW/OS PERMIT FEES	21,726.00	94,716.00	0.00	( 94,716.00)	0.00
4-1505-9	CONTRIBUTIONS-CITY	0.00	80,000.00	0.00	( 80,000.00)	0.00
4-1506	INTEREST REVENUE	39.89	443.09	0.00	( 443.09)	0.00
4-1506-2	INTEREST INCOME-TEXSTAR GEN OP	49.72	221.78	0.00	( 221.78)	0.00
4-1506-3	INTEREST INCOME-TEXSTAR VRF	2,011.47	6,890.44	0.00	( 6,890.44)	0.00
4-1590	BONDS PROCEEDS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL HCRMA	534,927.08	2,987,482.84	0.00	( 2,987,482.84)	0.00
** TOTAL FUND REVENUES **		534,927.08	2,987,482.84	0.00	( 2,987,482.84)	0.00

C I T Y O F P H A R R  
EXPENSE REPORT FOR PERIOD ENDING:  
MAY 31ST, 2016

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 41.67

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
HRMA							
=====							
GENERAL							
-----							
10-							
52900-1000	WAGES & BENEFITS	65,085.32	338,872.27	0.00	0.00	( 338,872.27)	0.00
52900-1030	TEMPORARY EMPLOYEES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 10-		65,085.32	338,872.27	0.00	0.00	( 338,872.27)	0.00
11-PERSONNEL SERVICES							
52900-1100	OFFICE SUPPLIES	7,230.32	13,441.13	0.00	0.00	( 13,441.13)	0.00
TOTAL 11-PERSONNEL SERVICES		7,230.32	13,441.13	0.00	0.00	( 13,441.13)	0.00
12-							
52900-1200	REPAIRS & MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 12-		0.00	0.00	0.00	0.00	0.00	0.00
16-							
52900-1606	UTILITIES	106.77	922.82	0.00	0.00	( 922.82)	0.00
52900-1607	CONTRACTUAL ADM/IT SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
52900-1610	DUES & SUBSCRIPTIONS	0.00	10,923.00	0.00	0.00	( 10,923.00)	0.00
52900-1611	POSTAGE/FEDEX/COURTIER	121.75	832.40	0.00	0.00	( 832.40)	0.00
52900-1621	INSURANCE-E&O	0.00	0.00	0.00	0.00	0.00	0.00
52900-1622	INSURANCE-SURETY	0.00	0.00	0.00	0.00	0.00	0.00
52900-1623	INSURANCE-LETTER OF CREDIT	0.00	0.00	0.00	0.00	0.00	0.00
52900-1630	BUSINESS MEALS	87.68	87.68	0.00	0.00	( 87.68)	0.00
52900-1640	ADVERTISING	0.00	0.00	0.00	0.00	0.00	0.00
52900-1650	TRAINING	448.00	4,358.50	0.00	0.00	( 4,358.50)	0.00
52900-1660	TRAVEL	3,381.83	12,514.35	0.00	0.00	( 12,514.35)	0.00
52900-1662	PRINTING & PUBLICATIONS	0.00	2,424.02	0.00	0.00	( 2,424.02)	0.00
TOTAL 16-		4,146.03	32,062.77	0.00	0.00	( 32,062.77)	0.00

CITY OF PHARR  
 EXPENSE REPORT FOR PERIOD ENDING:  
 MAY 31ST, 2016

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 41.67

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
17-							
52900-1703	BANK SERVICE CHARGES	0.00	0.00	0.00	0.00	0.00	0.00
52900-1705	ACCOUNTING FEES	0.00	15,062.50	0.00	0.00	( 15,062.50)	0.00
52900-1710	LEGAL FEES	1,435.00	7,218.74	0.00	0.00	( 7,218.74)	0.00
52900-1712	FINANCIAL CONSULTING FEES	0.00	0.00	0.00	0.00	0.00	0.00
52900-1715	RENT-OFFICE	1,969.00	9,847.40	0.00	0.00	( 9,847.40)	0.00
52900-1715-1	RENT-OFFICE EQUIPMENT	11,705.35	19,568.68	0.00	0.00	( 19,568.68)	0.00
52900-1716	CONTRACTUAL WEBSITE SERVICES	200.00	800.00	0.00	0.00	( 800.00)	0.00
52900-1731	MISCELLANEOUS	0.00	2.12	0.00	0.00	( 2.12)	0.00
52900-1732	PENALTIES & INTEREST	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 17-		15,309.35	52,499.44	0.00	0.00	( 52,499.44)	0.00
18-							
52900-1850	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
52900-1899	NON-CAPITAL	0.00	4,573.85	0.00	0.00	( 4,573.85)	0.00
TOTAL 18-		0.00	4,573.85	0.00	0.00	( 4,573.85)	0.00
19-							
52900-1999-2	TRANSFER OUT TO CAPITAL PROJEC	0.00	0.00	0.00	0.00	0.00	0.00
52900-1999-3	TRANSFER OUT TO DEBT	331,176.66	1,657,883.18	0.00	0.00	( 1,657,883.18)	0.00
TOTAL 19-		331,176.66	1,657,883.18	0.00	0.00	( 1,657,883.18)	0.00
TOTAL GENERAL		422,947.68	2,099,332.64	0.00	0.00	( 2,099,332.64)	0.00
TOTAL HRMA		422,947.68	2,099,332.64	0.00	0.00	( 2,099,332.64)	0.00
** TOTAL FUND EXPENSES **		422,947.68	2,099,332.64	0.00	0.00	( 2,099,332.64)	0.00

42 -HCRMA-DEBT SERVICE

ACCOUNT#	TITLE		
<hr/>			
ASSETS			
=====			
42-1-4105	WILMINGTON-DEBT SERVICE	1,987,233.49	
42-1-4114	DUE FROM (TO)	<u>0.00</u>	
			<u>1,987,233.49</u>
TOTAL ASSETS			1,987,233.49
=====			
LIABILITIES			
=====			
42-2-4213-5	DUE TO (FROM)	0.00	
42-2-4214-6	ACCRUED INTEREST PAY-2013	<u>239,103.32</u>	
TOTAL LIABILITIES			<u>239,103.32</u>
EQUITY			
=====			
42-3-4400	FUND BALANCE	<u>92,215.91</u>	
TOTAL BEGINNING EQUITY			92,215.91
TOTAL REVENUE		1,655,914.26	
TOTAL EXPENSES		<u>0.00</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		1,655,914.26	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>1,748,130.17</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			1,987,233.49
=====			

## BALANCE SHEET

AS OF: MAY 31ST, 2016

## 43 -HCRMA-BOND CONSTRUCTION

ACCOUNT#	TITLE		
<b>ASSETS</b>			
=====			
43-1-8102	WILMINGTON-BOND CONSTRUCTION	7,658,437.06	
43-1-8110	CERTIFICATES OF DEPOSIT-BOND	0.00	
43-1-8111	CD SPREAD PROGRAM-BOND CONST	0.00	
43-1-8111-1	GOVERNMENT SECURITIES-BOND	0.00	
43-1-8112	ACCOUNTS RECEIVABLES-OTHER	0.00	
43-1-8113	ACCRUED INTEREST INCOME	0.00	
43-1-8114	DUE FROM (TO)	<u>0.00</u>	
			<u>7,658,437.06</u> . . .
TOTAL ASSETS			7,658,437.06
=====			
<b>LIABILITIES</b>			
=====			
43-2-8212	ACCOUNTS PAYABLE	0.00	
43-2-8213	RETAINAGE PAYABLE	0.00	
43-2-8213-5	DUE TO (FROM)	0.00	
43-2-8214-5	ACCRUED EXPENSES	0.00	
43-2-8400	FUND BALANCE	<u>0.00</u>	
TOTAL LIABILITIES			<u>0.00</u>
=====			
<b>EQUITY</b>			
=====			
43-3-8400	FUND BALANCE	<u>11,170,732.91</u>	
TOTAL BEGINNING EQUITY			11,170,732.91
TOTAL REVENUE		12,931.47	
TOTAL EXPENSES		<u>3,525,227.32</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		( 3,512,295.85)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>7,658,437.06</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			7,658,437.06
=====			

C I T Y O F P H A R R  
REVENUE REPORT FOR PERIOD ENDING:  
MAY 31ST, 2016

FUND: 43 -HCRMA-BOND CONSTRUCTION

% OF YEAR COMPLETED: 41.67

ACCOUNT NO#	TITLE	CURRENT MONTH REVENUES	YEAR TO DATE REVENUES	AMOUNT BUDGETED	BUDGET BALANCE	PERCENT USED
83-HCRMA BOND CONSTRUCT						
4-8300	XXBANK TRANSFERS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL 83-HCRMA BOND CONSTRUCT	0.00	0.00	0.00	0.00	0.00
85-HCRMA BOND CONSTRUCT						
4-8503-1	BOND PROCEEDS-VRF 13	0.00	0.00	0.00	0.00	0.00
4-8503-2	BOND PROCEEDS-TXDOT 2015	0.00	0.00	0.00	0.00	0.00
4-8503-3	BOND PROCEEDS-TXDOT 2015	0.00	0.00	0.00	0.00	0.00
4-8503-4	BOND PROCEEDS- 2015 TOLL	0.00	0.00	0.00	0.00	0.00
4-8560	INTEREST INCOME	3.06	11.96	0.00	( 11.96)	0.00
4-8560-1	INTEREST INCOME-TEX STAR	2,955.75	12,919.51	0.00	( 12,919.51)	0.00
4-8560-2	INTEREST INCOME-CD'S	0.00	0.00	0.00	0.00	0.00
4-8560-3	INTEREST INCOME-CD'S SPREAD	0.00	0.00	0.00	0.00	0.00
4-8560-4	INTEREST INCOME-GOV'T AGENCIES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL 85-HCRMA BOND CONSTRUCT	2,958.81	12,931.47	0.00	( 12,931.47)	0.00
89-HCRMA BOND CONSTRUCT						
4-8999	TRANSFER IN-2013 VRF FROM	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	TOTAL 89-HCRMA BOND CONSTRUCT	0.00	0.00	0.00	0.00	0.00
** TOTAL FUND REVENUES **		2,958.81	12,931.47	0.00	( 12,931.47)	0.00

CITY OF PHARR  
 EXPENSE REPORT FOR PERIOD ENDING:  
 MAY 31ST, 2016

FUND: 43 -HCRMA-BOND CONSTRUCTION

% OF YEAR COMPLETED: 41.67

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
HRMA-BOND CONSTRUCTION							
=====							
GENERAL							
-----							
86-							
52900-8602	CAPITALIZED TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
52900-8622	INSURANCE EXPENSE - SURETY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 86-		0.00	0.00	0.00	0.00	0.00	0.00
87-							
52900-8710	LEGAL & PROFESSIONAL	29,525.81	80,961.96	0.00	0.00	( 80,961.96)	0.00
52900-8750	CONSTRUCTION SOFTWARE	0.00	46,332.50	0.00	0.00	( 46,332.50)	0.00
TOTAL 87-		29,525.81	127,294.46	0.00	0.00	( 127,294.46)	0.00
88-CAPITAL EXPENDITURES							
52900-8800	CONSULTING & ENGINEERING	218,027.80	807,010.76	0.00	0.00	( 807,010.76)	0.00
52900-8810	SH 365 - ENVIROMENTAL	0.00	0.00	0.00	0.00	0.00	0.00
52900-8810-1	SH 365 - DESIGN	0.00	408,350.44	0.00	0.00	( 408,350.44)	0.00
52900-8810-2	SH 365 - ACQUISITION	0.00	275,518.83	0.00	0.00	( 275,518.83)	0.00
52900-8810-3	SH365-ROW	94,724.16	3,046,437.22	0.00	0.00	( 3,046,437.22)	0.00
52900-8810-4	SH 365 - CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
52900-8820	IBTC - ENVIROMENTAL	0.00	0.00	0.00	0.00	0.00	0.00
52900-8820-1	IBTC - DESIGN	110,372.66	149,126.66	0.00	0.00	( 149,126.66)	0.00
52900-8820-2	IBCT - ACQUISITION	0.00	33,420.00	0.00	0.00	( 33,420.00)	0.00
52900-8820-3	IBTC - ROW	1,275.63	( 2,363,777.63)	0.00	0.00	2,363,777.63	0.00
52900-8820-4	IBTC - CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
52900-8830	US 281/BSIF-ENVIRO	0.00	0.00	0.00	0.00	0.00	0.00
52900-8830-1	US 281/BSIF - DESIGN	0.00	0.00	0.00	0.00	0.00	0.00
52900-8830-2	US 281/BSIF - ACQUISITION	0.00	0.00	0.00	0.00	0.00	0.00
52900-8830-3	US 281/BSIF - ROW	0.00	0.00	0.00	0.00	0.00	0.00
52900-8830-4	US 281/BSIF - CONSTRUCTION	10,651.50	1,041,846.58	0.00	0.00	( 1,041,846.58)	0.00
TOTAL 88-CAPITAL EXPENDITURES		435,051.75	3,397,932.86	0.00	0.00	( 3,397,932.86)	0.00

CITY OF PHARR  
 EXPENSE REPORT FOR PERIOD ENDING:  
 MAY 31ST, 2016

FUND: 43 -HRMA-BOND CONSTRUCTION

% OF YEAR COMPLETED: 41.67

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
89-							
52900-8999-2	TRANSFERS OUT OF 213 VRF	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL 89-	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL GENERAL	464,577.56	3,525,227.32	0.00	0.00	( 3,525,227.32)	0.00
	TOTAL HRMA-BOND CONSTRUCTION	464,577.56	3,525,227.32	0.00	0.00	( 3,525,227.32)	0.00
	** TOTAL FUND EXPENSES **	464,577.56	3,525,227.32	0.00	0.00	( 3,525,227.32)	0.00

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>  6/13/16  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  6/28/16  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2016-81 – APPROVAL OF WORK AUTHORIZATION NUMBER 5 TO THE PROFESSIONAL SERVICE AGREEMENT WITH SAMES ENGINEERING TO PROVIDE PARCELS 107-A, 13P2, 102, 20, 108, 110, 111, 112, AND 113 FOR THE 365 TOLLWAY PROJECT.**
  
2. Nature of Request: (Brief Overview) Attachments:   X   Yes    No  
Consideration and Approval of Work Authorization Number 5 To Provide Parcels 107-A, 13P2, 102, 20, 108, 110, 111, 112, and 113 for 365 Tollway Project.
  
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
  
4. Budgeted:   X   Yes    No    N/A
  
5. Staff Recommendation: **Motion To Approve Resolution 2016- 81 – Work Authorization Number 5 To The Professional Service Agreement With Sames Engineering To Provide Parcels 107-A, 13P2, 102, 20, 108, 110, 111, 112, and 113 For The 365 Tollway Project.**
  
6. Program Manager’s Recommendation:   X   Approved    Disapproved    None
  
7. Planning Committee’s Recommendation:    Approved    Disapproved   X   None
  
8. Board Attorney’s Recommendation:    Approved    Disapproved   X   None
  
9. Chief Auditor’s Recommendation:    Approved    Disapproved   X   None
  
10. Chief Financial Officer’s Recommendation:    Approved    Disapproved   X   None
  
11. Executive Director’s Recommendation:   X   Approved    Disapproved    None



Project: IBTC

- CMT Services
- Environmental
- Engineering
- Geo-Technical
- Surveying **SAMES**

## WORK AUTHORIZATION SUMMARY

RESOLUTION 2016-81

Work Authorization # 5 Supplemental # \_\_\_\_\_

Amount \$ 22,325.00

### Approved Amendments:

Resolution No.	Description	Amount
2016-24	WA No. 1 Revised survey services for IBTC	\$ 2,935.00
2016-44	WA No. 2 Revised parcels for SH 365 Project	\$ 13,567.50
2016-58	WA No. 3 Modification to Parcel for SH 365	\$ 13,085.00
2016-79	WA No. 4 Provide Parcels 5B, 36B & 80 SH 365	\$ 4,060.00
<b>Subtotal from Cont. Page</b>		<b>\$ 0.00</b>
Total Approved WA		<b>\$ 33,647.50</b>
Proposed Work Authorization and/or Supplemental		
2016-81	Provide Parcels For 365 Tollway Project	<b>\$ 22,325.00</b>

### Goal and Options:

SAMES is to provide parcels for 107-A, 13P2, 102,20,108,110,111, 112, and 113 for the 365 Tollway Project.

**Staff is recommending approval of this request in the amount of \$ 22,325.00**  
**Proposed total approved WA and/or Supplementals \$ 55,972.50**

Carlos Moreno, Land Acquisitor  
Requested By:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2016- 81

**APPROVAL OF WORK AUTHORIZATION NUMBER 5 TO THE  
PROFESSIONAL SERVICE AGREEMENT WITH SAMES  
ENGINEERING TO PROVIDE PARCELS 107-A, 13P2,  
102, 20, 108, 110, 111, 112 AND 113 FOR THE  
365 TOLLWAY PROJECT.**

THIS RESOLUTION is adopted this 28<sup>th</sup> day of June 2016 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

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

WHEREAS, on February 22, 2012 by Resolution 2012-04 the Authority also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on October 16, 2013 the Authority authorized by Resolution 2013-41 the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bridge Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, on November 20, 2014, by Resolution 2013-53 the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms (Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services) to establish a surveying pool for the project; and

WHEREAS, on June 18, 2014, the Authority awarded by Resolution 2014-53 professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, on February 23, 2016, the Authority and SAMES Inc. executed the approved awarded Professional Service Agreement for the maximum payable amount of \$25,000.00; and

WHEREAS, on February 23, 2016, the Authority approved by Resolution 2016-24 Work Authorization Number I to the Professional Service Agreement with SAMES, Inc. to provide revised survey for the SH 365 Segment 1 & 2 Parcel 16 in the amount of \$2,935.00; and

WHEREAS, on March 22, 2016, the Authority approved by Resolution 2016-44 Work Authorization Number 2 to the Professional Service Agreement with SAMES, Inc. to provide revised parcels 13P1, 13P2, 22, 26, 31, 39 and Salinas parcel for State Highway 365 Project in the amount of \$13,567.50 for a revised amount of \$16,502.50 for Work Authorizations 1 and 2. The maximum payable amount remains at \$25,000; and

WHEREAS, on April 26, 2016, the Authority approved Work Authorization Number 3 to the professional service agreement with SAMES Engineering to provide modifications to Parcel(s) 5 Part 5-AQ and 5 Part 5-R; 7 and 15 for State Highway 365 in the amount of \$13,085.00; and

WHEREAS, on May 24, 2016, the Authority approved Work Authorization Number 4 to the professional service agreement with SAMES Engineering to provide parcels 5 B, 36 B and 80 for State Highway 365 in the amount of \$4,060.00;

WHEREAS, the Authority has determined it is necessary to approve Work Authorization Number 5 to the professional service agreement with SAMES Engineering to provide parcels 107-A, 13P2, 102, 20, 108, 110, 111, 112 and 113 for the 365 Tollway Project in the amount of \$22,325.00;

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

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

Section 2. The Board hereby approves Work Authorization Number 5 to the Professional Service Agreements for Surveying Services with SAMES, Inc., hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Work Authorization Number 5 to the Professional Services Agreement for Surveying Services with Same Engineering as approved.

\*\*\*\*\*

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 28th day of June, 2016, at which meeting a quorum was present.

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S. David Deanda, Jr., Chairman

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Ricardo Perez, Secretary/Treasurer

Exhibit A

Work Authorization Number 5  
to  
Professional Service Agreement  
with  
Sames Engineering  
for  
Surveying Services  
for the  
365 Tollway  
Project

**◆ Contract ◆**

**Hidalgo County  
Regional Mobility Authority  
(HCRMA)(Authority)**

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

**Work Authorization No. 5**

**June 28, 2016**

**SAMES, Inc.**

**ATTACHMENT D-1**

**WORK AUTHORIZATION NO. 5  
AGREEMENT FOR SURVEYING SERVICES**

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

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

**PART II.** The maximum amount payable under this Work Authorization is a total of \$22,325.00 and the method of payment is **Lump Sum**, as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Surveyor’s estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

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

**PART IV.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on July 31, 2016, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

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

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

**THE SURVEYOR**

**THE AUTHORITY**

\_\_\_\_\_  
(Signature)  
Samuel Maldonado, P.E., RPLS  
(Printed Name)  
Principal  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)  
Pilar Rodriguez, P.E.  
(Printed Name)  
Executive Director  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

**LIST OF EXHIBITS**

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

**EXHIBIT A**  
**SERVICES TO BE PROVIDED BY THE AUTHORITY**

**EXHIBIT A**  
**SERVICES TO BE PROVIDED BY THE AUTHORITY**

Project Map.

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

Ownership information of adjacent tracts.

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

Construction plans of existing facilities if available.

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

Accuracy required and method of display.

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

Research on subject tracts/parcel ownership aerial photographs.

Title Reports for Parent \ Ownership Tracts within Project

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

**EXHIBIT B**  
**SERVICES TO BE PROVIDED BY THE SURVEYOR**

**EXHIBIT B**  
**SERVICES TO BE PROVIDED BY THE SURVEYOR**

**7.0 Right of Way Mapping and Parcel Tract Platting**

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

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

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

... any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership.

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

... any tract of land comprised of contiguous lots in a platted subdivision under a single ownership.

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

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

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

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

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

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

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

**EXHIBIT B**  
**SERVICES TO BE PROVIDED BY THE SURVEYOR**

**Limits for this service:**

Segment 2 Parcels 24, 25, 25A, 26, and 27; 107A, 13P2, and 102; 20, 108, 110-113

**7.1 Coordination, Admin., Research and Abstracting Tasks.**

<i>To be provided by:</i>			
HCRMA	<u>Sames, Inc.</u>	7.1.1	Contact and Coordinate with HCRMA for... <ul style="list-style-type: none"> <li>• FINAL and APPROVED ROW FOOTPRINT prepared by HCRMA Design Engineers. (See Attachment C.4 – Detailed Scope of Services for Boundary Survey).</li> <li>• Any other information or data completed on the project to this point, i.e., final approved schematic, Planimetric Map of Project in MicroStation compatible format, Horizontal and Vertical projection, grid system and datum upon where the survey should be based and all other data the HCRMA has on hand.</li> </ul>
HCRMA	<u>Sames, Inc.</u>	7.1.2	Deliver “Abstracts of Title” or “Title Reports” of Parent Tracts prepared by Title Co.
HCRMA	<u>Sames, Inc.</u>	7.1.3	Deliver HCRMA survey monument caps (if applicable)
HCRMA	<u>Sames, Inc.</u>	7.1.4	Review of the HCRMA Survey Manual and Right of Way requirements and discuss... <ul style="list-style-type: none"> <li>• Parcel creation and numbering Requirements. The methodology of numbering ROW parcels must be correct and consistent to avoid problems in the appraisal process or with record maintenance through the ROW information system. Communicate regularly with the HCRMA for uniformity of Parcel creation methodology.</li> <li>• ROW MAP Requirements.</li> <li>• Parcel Plats and Parcel Descriptions Requirements.</li> </ul>

**7.2 Field Work Tasks.**

<i>To be provided by:</i>			
	<u>Sames, Inc.</u>	7.2.1	Monument the final project ROW lines... <ul style="list-style-type: none"> <li>• Set a 5/8” diameter x 24” long rebar, capped with an “HCRMA ROW” aluminum disk along the ROW lines at all corners, angle points, and points of curvature and tangency.</li> </ul>
	<u>Sames, Inc.</u>	7.2.2	Monument Parcel corners... <ul style="list-style-type: none"> <li>• Set 5/8” diameter x 18” long rebar, capped with an “HCRMA ROW” aluminum disk along ROW lines</li> <li>• Set 1/2” diameter x 18” long rebar, capped with an appropriate cap bearing identification of the sub consultant Surveyor on interior corners (corners inside the taking)</li> </ul>
	<u>Sames, Inc.</u>	7.2.3	Verify that all planimetric features of existing topo and planimetrics within the staked parcel are current. <ul style="list-style-type: none"> <li>• Exercise special care in observing both structure and aerial encroachments such as overhead electric and telephone lines with cross-arms.</li> </ul>

**7.3 Office Work / Delivery Preparation Tasks**

**EXHIBIT B**  
**SERVICES TO BE PROVIDED BY THE SURVEYOR**

<i>To be provided by:</i>					
	<u>Sames, Inc.</u>	7.3.1	Analyze, define and create final Parcels and Parcel numbering plan. <ul style="list-style-type: none"> <li>• See Parcel creation definition above.</li> </ul>		
	<u>Sames, Inc.</u>	7.3.2	Update existing Planimetric map with any new or missing features or encroachments.		
	<u>Sames, Inc.</u>	7.3.3	Prepare and Create ROW MAP including... <ul style="list-style-type: none"> <li>• Title Sheet</li> <li>• Parcel Index Sheet</li> <li>• Control Sheet <ul style="list-style-type: none"> <li>○ (BMs set as per Attachment C.8 – Detailed scope of Service for Construction Staking will be the control on this sheet)</li> </ul> </li> <li>• Plan Sheets</li> </ul>		
	<u>Sames, Inc.</u>	7.3.4	Prepare and create PARCEL PLATS and DESCRIPTIONS Prepare survey plats and metes and bounds descriptions as per HCRMA requirements for each Acquisition Parcel.		

**EXHIBIT C  
WORK SCHEDULE**

**EXHIBIT C  
WORK SCHEDULE  
Work Authorization No. 5**

**SAMES, Inc.**  
Work Authorization No. 5

HCRMA				2016							
				JAN	FEB	MAR	APR	MAY	JUN	JUL	
Task Description	Start Date	End Date	Duration								
<b>Modifications for SH 365 Parcels: 24,25,25A,26,27</b>	<b>12-May-16</b>	<b>31-Jul-16</b>	<b>2 Months</b>								
Coordination, Administration and Research	12-May-16	3-Jun-16	3 Weeks								
Field Work	12-May-16	3-Jun-16	3 Weeks								
Office Work/Delivery Preparations	12-May-16	3-Jun-16	3 Weeks								
<b>Modifications for SH 365 Parcels: 107A, 13P2, 102</b>	<b>23-May-16</b>	<b>31-Jul-16</b>	<b>2 Months</b>								
Coordination, Administration and Research	23-May-16	10-Jun-16	3 Weeks								
Field Work	23-May-16	10-Jun-16	3 Weeks								
Office Work/Delivery Preparations	23-May-16	10-Jun-16	3 Weeks								
<b>Modifications for SH 365 Parcel: 20, 108, 110-113</b>	<b>27-May-16</b>	<b>31-Jul-16</b>	<b>2 Months</b>								
Coordination, Administration and Research	27-May-16	17-Jun-16	3 Weeks								
Field Work	27-May-16	17-Jun-16	3 Weeks								
Office Work/Delivery Preparations	27-May-16	17-Jun-16	3 Weeks								

**EXHIBIT D**  
**FEE SCHEDULE BUDGET**

Prime: SAMES, Inc.  
 Survey Services for the HCRMA  
 Work Authorization No. 5  
 Schedule Duration:

EXHIBIT D - Fee Schedule  
 Fee Schedule/Budget for  
 Hidalgo County Regional Mobility Authority (HCRMA)  
 Work Authorization No. 5  
 IBTC Surveying Services

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

SURVEY SERVICES DESCRIPTION	Principal / Sr. Manager / Senior survey Manager	Project Surveyor (RPLS)	Senior Survey Tech / SIT	Survey Technician	CADD Operator	Clerical / Admin.	Abstractor	1-Person Survey Crew	2-Person Survey Crew	3-Person Survey Crew	4-Person Survey Crew	Total Labor Hrs.	Remarks	Task Cost
<b>PARCEL Modifications for the following:</b>														
<b>Parcel: 24</b>														
Coordination, Admin, Research and Abstracting	0.5		2	1	3	1						8		\$ 630.00
Field Work		1	2	2	4				4			13		\$ 1,290.00
Office Work / Delivery Preparation				1	3	1						5		\$ 320.00
<b>Parcel: 25</b>														
Coordination, Admin, Research and Abstracting			2	1	2	1						6		\$ 465.00
Field Work				1	3				2			6		\$ 530.00
Office Work / Delivery Preparation	0.5	1		1	3	1						7		\$ 570.00
<b>Parcel: 25-A</b>														
Coordination, Admin, Research and Abstracting	0.5	0.5	2	2	3							8		\$ 730.00
Field Work			2	2	4				4			12		\$ 1,140.00
Office Work / Delivery Preparation		0.5		2	3	1						7		\$ 470.00
<b>Parcel: 26</b>														
Coordination, Admin, Research and Abstracting			1	1	1	1						4		\$ 295.00
Field Work		0.5		1	3				2			7		\$ 605.00
Office Work / Delivery Preparation		0.5	1		2	1						5		\$ 360.00
<b>Parcel: 27</b>														
Coordination, Admin, Research and Abstracting					1	1						2		\$ 115.00
Field Work		0.5	1		3				2			7		\$ 635.00
Office Work / Delivery Preparation		0.5	1		2	1						5		\$ 360.00
<b>Parcel: 107-A</b>														
Coordination, Admin, Research and Abstracting	0.5		3			1						5		\$ 465.00
Field Work		1	1	3					2			7		\$ 740.00
Office Work / Delivery Preparation					3	1						4		\$ 245.00
<b>Parcel: 13P2</b>														
Coordination, Admin, Research and Abstracting			2			1						3		\$ 260.00
Field Work				3	1				2			6		\$ 550.00
Office Work / Delivery Preparation	0.5	1		1	1	1						5		\$ 440.00
<b>Parcel: 102</b>														
Coordination, Admin, Research and Abstracting	0.5	0.5	2									3		\$ 385.00
Field Work				1	4				1			6		\$ 465.00
Office Work / Delivery Preparation					4	1						5		\$ 310.00
<b>Parcel: 20</b>														
Coordination, Admin, Research and Abstracting		1	2	4								7		\$ 660.00
Field Work			1	2					2			5		\$ 515.00
Office Work / Delivery Preparation			0.5		1	1						3		\$ 167.50
<b>Parcel: 108</b>														
Coordination, Admin, Research and Abstracting		2	6	3		1						12		\$ 1,205.00
Field Work			1	2					2			5		\$ 515.00
Office Work / Delivery Preparation			0.5	2	2	1						6		\$ 382.50
<b>Parcel: 110</b>														
Coordination, Admin, Research and Abstracting		1.5	4	4								10		\$ 945.00
Field Work			1	3					1			5		\$ 460.00
Office Work / Delivery Preparation			0.5		1	1						3		\$ 167.50
<b>Parcel: 111</b>														
Coordination, Admin, Research and Abstracting		1.5	4	4								10		\$ 945.00
Field Work			1	3					1			5		\$ 460.00
Office Work / Delivery Preparation			0.5		2	1						4		\$ 232.50
<b>Parcel: 112</b>														
Coordination, Admin, Research and Abstracting		2	6	3								11		\$ 1,155.00
Field Work			1	2					2			5		\$ 515.00
Office Work / Delivery Preparation			0.5	1	2	1						5		\$ 307.50
<b>Parcel: 113</b>														
Coordination, Admin, Research and Abstracting		1	3	4								8		\$ 765.00
Field Work			1	2					1			4		\$ 385.00
Office Work / Delivery Preparation			0.5		1	1						3		\$ 167.50
<b>Subtotal</b>	<b>3</b>	<b>16.5</b>	<b>56</b>	<b>62</b>	<b>62</b>	<b>21</b>	<b>0</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>249</b>		<b>\$ 22,325.00</b>
<b>Total Manhours by Classification</b>	<b>2</b>	<b>8</b>	<b>28</b>	<b>31</b>	<b>31</b>	<b>11</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>124</b>		

Prime: SAMES, Inc.  
 Survey Services for the HCRMA  
 Work Authorization No. 5  
 Schedule Duration:

EXHIBIT D - Fee Schedule  
 Fee Schedule/Budget for  
 Hidalgo County Regional Mobility Authority (HCRMA)  
 Work Authorization No. 5  
 IBTC Surveying Services

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

SURVEY SERVICES DESCRIPTION	Principal / Sr. Manager / Senior survey Manager	Project Surveyor (RPLS)	Senior Survey Tech / SIT	Survey Technician	CADD Operator	Clerical / Admin.	Abstractor	1-Person Survey Crew	2-Person Survey Crew	3-Person Survey Crew	4-Person Survey Crew	Total Labor Hrs.	Remarks	Task Cost
Contract Hourly Rate by Classification	\$ 200.00	\$ 150.00	\$ 105.00	\$ 75.00	\$ 65.00	\$ 50.00	\$ 65.00	\$ 80.00	\$ 130.00	\$ 168.00	\$ 198.00			
Total Fee by Classification	\$ 300.00	\$ 1,237.50	\$ 2,940.00	\$ 2,325.00	\$ 2,015.00	\$ 525.00	\$ -	\$ -	\$ 1,820.00			\$ 11,162.50		
% Utilization by Over 6 months	0.14%	0.79%	2.70%	2.99%	2.99%	1.01%	0.00%	0.00%	1.35%				CHECK (MHRs): 124	
% of Total Labor Hours	1.21%	6.64%	22.54%	24.95%	24.95%	8.45%	0.00%	0.00%	11.27%			100.00%	CHECK (LABOR):	
% of Total Labor Cost	2.69%	11.09%	26.34%	20.83%	18.05%	4.70%	0.00%	0.00%	16.30%			100.00%	\$ 11,162.50	
<b>TOTAL DIRECT LABOR COST</b>														\$ 22,325.00
<b>DIRECT EXPENSES</b>	<b>Rate</b>	<b>Unit</b>	<b>Amount</b>	<b>Total</b>										
Mileage	\$ 0.56	Mile	0	\$ -										\$ -
Photocopies	\$ 0.10	Sheet	0	\$ -										\$ -
Blue/Blackline Prints	\$ 2.00	Sheet	0	\$ -										\$ -
Deed/Copies	\$ 1.00	Sheet	0	\$ -										\$ -
Certified Deed Copies	\$ 2.00	Sheet	0	\$ -										\$ -
Mylar (11x17)	\$ 3.00	Sheet	0	\$ -										\$ -
Mylar (22x34)	\$ 6.00	Sheet	0	\$ -										\$ -
<b>TOTAL DIRECT EXPENSES</b>				\$ -										\$ -
<b>SPECIAL SERVICES FEE (SUBCONSULTANTS)</b>														<b>DBE Participation</b>
														<b>0.00%</b>
Name	Task(s) Summary													
<b>TOTAL SPECIAL SERVICES FEE (SUBCONSULTANTS)</b>														\$ -
<b>GRAND TOTAL</b>														\$ 22,325.00

**EXHIBIT H-2**  
**Subprovider Monitoring System Commitment Agreement**

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

Contract #: \_\_\_\_\_ Assigned Goal: 0.0% Prime Provider SAMES, Inc.

Work Authorization (WA)#: 5 WA Amount: \$22,325.00 Date: \_\_\_\_\_

Supplemental Work Authorization (SWA) #: \_\_\_\_\_ to WA #: \_\_\_\_\_ SWA Amount: \_\_\_\_\_

**Revised WA Amount:** \_\_\_\_\_

<b>Description of Work</b> <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	<b>Dollar Amount</b> <i>(For each category of work or task description shown.)</i>
Survey	\$22,325.00
FC	\$0
<b>Total Commitment Amount</b> <i>(Including all additional pages.)</i>	\$0

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

<b>Provider Name:</b> SAMES, Inc. <b>Address:</b> 200 S. Cage Blvd., Ste. A Pharr, TX 78577 <b>VID Number:</b> 12629412888 <b>PH:</b> (956) 780-7880; <b>FX:</b> (956) 780 -8883 <b>Email:</b> <a href="mailto:sam@samengineering-surveying.com">sam@samengineering-surveying.com</a>	<b>Name:</b> <u>Samuel Maldonado</u> <i>(Please Print)</i> <b>Title:</b> <u>Principal</u>  <b>Signature</b> <span style="float:right"><b>Date</b></span>
<b>DBE/HUB Sub Provider</b> <b>Subprovider Name:</b> <b>VID Number:</b> <b>Address:</b> <b>PH:</b> (XXX) XXX-XXXX; <b>FX:</b> (XXX) XXX-XXXX <b>Email:</b>	<b>Name:</b> _____ <i>(Please Print)</i> <b>Title:</b> _____  <b>Signature</b> <span style="float:right"><b>Date</b></span>
<b>DBE/HUB Sub Provider</b> <b>Subprovider Name:</b> <b>VID Number:</b> <b>Address:</b> <b>PH:</b> <span style="margin-left: 100px;"><b>FX:</b></span> <b>Email:</b>	<b>Name:</b> _____ <i>(Please Print)</i> <b>Title:</b> _____  <b>Signature</b> <span style="float:right"><b>Date</b></span>

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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>  6/13/16  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  6/28/16  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2016-82 – APPROVAL OF CONTRACT AMENDMENT NUMBER 2 TO THE PROFESSIONAL SERVICE AGREEMENT WITH SAMES ENGINEERING TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBERS 4 & 5.**
  
2. Nature of Request: (Brief Overview) Attachments:   X   Yes    No  
  
Consideration and Approval of Contract Amendment Number 2 To Increase The Maximum Payable Amount For Work Authorization Numbers 4 & 5.
  
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
  
4. Budgeted:   X   Yes    No    N/A
  
5. Staff Recommendation: **Motion To Approve Resolution 2016- 82 – Contract Amendment Number 2 To The Professional Service Agreement With Sames Engineering To Increase The Maximum Payable Amount For Work Authorization Numbers 4 & 5.**
  
6. Program Manager’s Recommendation:   X   Approved    Disapproved    None
  
7. Planning Committee’s Recommendation:    Approved    Disapproved   X   None
  
8. Board Attorney’s Recommendation:    Approved    Disapproved   X   None
  
9. Chief Auditor’s Recommendation:    Approved    Disapproved   X   None
  
10. Chief Financial Officer’s Recommendation:    Approved    Disapproved   X   None
  
11. Executive Director’s Recommendation:   X   Approved    Disapproved    None



Project: IBTC

- CMT Services
- Environmental
- Engineering
- Geo-Technical
- Surveying **SAMES**

**CONTRACT AMENDMENT SUMMARY**

RESOLUTION 2016-82

Original Contract Amount           **\$ 25,000**          

Amendment #   2          

Amount   **\$ 26,385.00**          

**Approved Amendments:**

Resolution No.	Description	Amount
2015	Original Contract Amount	\$ 25,000.00
2015-59	Contract Amendment # 1	\$ 4,587.50

**Subtotal from Cont. Page**           **\$ 0.00**          

Contract Amount **\$ 29,587.50**

Proposed Amendment

2016-82	To Increase The Maximum Payable Amount	<b>\$ 26,385.00</b>
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**Goal and Options:**

Contract Amendment Number 2 is to increase the maximum payable amount for Work Authorization Numbers 4 & 5.

**Staff is recommending approval of this request in the amount of \$ 26,385.00 for a Revised Maximum Payable Amount of \$ 55,972.50**

Carlos Moreno, Land Ac  
Requested by:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2016- 82

**APPROVAL OF CONTRACT AMENDMENT NUMBER 2 TO THE  
PROFESSIONAL SERVICE AGREEMENT WITH SAMES  
ENGINEERING TO INCREASE THE MAXIMUM PAYABLE  
AMOUNT FOR WORK AUTHORIZATION NUMBERS 4 & 5**

THIS RESOLUTION is adopted this 28<sup>th</sup> day of June 2016 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

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

WHEREAS, on February 22, 2012 by Resolution 2012-04 the Authority also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on October 16, 2013 the Authority authorized by Resolution 2013-41 the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bridge Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, on November 20, 2014, by Resolution 2013-53 the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms (Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services) to establish a surveying pool for the project; and

WHEREAS, on June 18, 2014, the Authority awarded by Resolution 2014-53 professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, on February 23, 2016, the Authority and SAMES Inc. executed the

approved awarded Professional Service Agreement for the maximum payable amount of \$25,000.00; and

WHEREAS, on February 23, 2016, the Authority approved by Resolution 2016-24 Work Authorization Number 1 to the Professional Service Agreement with SAMES, Inc. to provide revised survey for the SH 365 Segment 1 & 2 Parcel 16 in the amount of \$2,935.00; and

WHEREAS, on March 22, 2016, the Authority approved by Resolution 2016-44 Work Authorization Number 2 to the Professional Service Agreement with SAMES, Inc. to provide revised parcels 13P1, 13P2, 22, 26, 31, 39 and Salinas parcel for State Highway 365 Project in the amount of \$13,567.50 for a revised amount of \$16,502.50 for Work Authorizations 1 and 2. The maximum payable amount remains at \$25,000; and

WHEREAS, on April 26, 2016, the Authority approved Work Authorization Number 3 to the professional service agreement with SAMES Engineering to provide modifications to Parcel(s) 5 Part 5-AQ and 5 Part 5-R; 7 and 15 for State Highway 365 in the amount of \$13,085.00; and

WHEREAS, on May 24, 2016, the Authority approved Work Authorization Number 4 to the professional service agreement with SAMES Engineering to provide parcels 5 B, 36 B and 80 for State Highway 365 in the amount of \$4,060.00; and

WHEREAS, on June 28, 2016, the Authority approved Work Authorization Number 5 to the professional service agreement with SAMES Engineering to provide parcels 107-A, 13P2, 102, 20, 108, 110, 111, 112 and 113 for the 365 Tollway Project in the amount of \$22,325.00; and

WHEREAS, the Authority has determined it is necessary to approve Contract Amendment Number 2 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Numbers 4 & 5 in the amount of \$26,385.00;

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

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

Section 2. The Board hereby approves Contract Amendment Number 2 to the Professional Service Agreements for Surveying Services with SAMES, Inc., hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Contract Amendment Number 2 to the Professional Services Agreement for Surveying Services with Same Engineering as approved.

\*\*\*\*\*

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 28th day of June, 2016, at which meeting a quorum was present.

---

S. David Deanda, Jr., Chairman

---

Ricardo Perez, Secretary/Treasurer

Exhibit A

Contract Amendment # 2  
to  
Professional Service Agreement  
with  
Sames Engineering  
for  
Surveying Services  
for the  
365 Tollway  
Project

**◆ Contract ◆**

**Hidalgo County  
Regional Mobility Authority  
(HCRMA)(Authority)**

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

**Contract Amendment No. 2**

**June 28, 2016**

**SAMES, Inc.**

**CONTRACT AMENDMENT NO. 2**

**CONTRACT AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES  
AGREEMENT FOR SURVEYING SERVICES**

**THIS CONTRACT AMENDMENT NO 2 TO MAIN CONTRACT** is made pursuant to the terms and conditions of “Article III Compensation and Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Surveying Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and SAMES, Inc. (the Surveyor).

The following terms and conditions of the Agreement are hereby amended as follows:

**Article III Compensation**

Article III Compensation shall be amended to increase the amount payable under this contract from \$29,587.00 to \$55,972.00 for a total increase of \$26,385.00 due to additional scope and effort outlined in Work Authorization No. 4 (\$4,060.00) and Work Authorization No. 5 (\$22,325.00).

This Contract Amendment No. 2 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

**IN WITNESS WHEREOF**, this Contract Amendment is executed in duplicate counterparts and hereby accepted and acknowledged below.

**THE SURVEYOR**

**THE AUTHORITY**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)  
Pilar Rodriguez, P.E.  
\_\_\_\_\_  
(Printed Name)  
Executive Director  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

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>    06/17/16    </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>    06/28/16    </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2016-83 APPROVING AND AUTHORIZING EXECUTION OF A PARTICIPATION AGREEMENT AND TRUST INSTRUMENT FOR PARTICIPATION IN A PUBLIC FUND INVESTMENT POOL, DESIGNATING THE BOARD OF TRUSTEE OF THE POOL AS AN AGENCY AND INSTRUMENTALITY TO SUPERVISE THE POOL, APPROVING INVESTMENT OFFICERS WITH LOGIC (LOCAL GOVERNMENT INVESTMENT COOPERATIVE) FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.**
  
2. Nature of Request: (Brief Overview) Attachments:  Yes     No  
  
Consideration and Approval of Resolution to execute a participation agreement and trust instrument for participation with LOGIC, a public fund investment pool.
  
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
  
4. Budgeted:     Yes     No     N/A
  
5. Staff Recommendation: **Motion to approve Resolution 2016-83 – Approving and Authorizing execution of a participation agreement and trust instrument for participation in a public fund investment pool, designating the Board of Trustee of the Pool as an agency and instrumentality to supervise the pool, approving investment officers with LOGIC (Local Government Investment Cooperative) for the Hidalgo County Regional Mobility Authority as presented.**
  
6. Program Manager’s Recommendation:     Approved     Disapproved     None
  
7. Planning Committee’s Recommendation:     Approved     Disapproved     None
  
8. Board Attorney’s Recommendation:     Approved     Disapproved     None
  
9. Chief Auditor’s Recommendation:     Approved     Disapproved     None
  
10. Chief Financial Officer’s Recommendation:     Approved     Disapproved     None
  
11. Chief Construction Engineer’s Recommendation:     Approved     Disapproved     None
  
12. Executive Director’s Recommendation:     Approved     Disapproved     None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
BOARD RESOLUTION NO. 2016-83

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A PARTICIPATION AGREEMENT AND TRUST INSTRUMENT FOR PARTICIPATION IN A PUBLIC FUNDS INVESTMENT POOL, DESIGNATING THE BOARD OF TRUSTEES OF THE POOL AS AN AGENCY AND INSTRUMENTALITY TO SUPERVISE THE POOL, APPROVING INVESTMENT POLICES OF THE POOL, APPOINTING AUTHORIZED REPRESENTATIVES AND DESIGNATING INVESTMENT OFFICERS WITH LOGIC (LOCAL GOVERNMENT INVESTMENT COOPERATIVE) FOR THE HIDALDO COUNTY REGIONAL MOBILITY AUTHORITY.

THIS RESOLUTION is adopted this 28<sup>th</sup> day of June, 2016 by the Board of Director of the Hidalgo County Regional Mobility Authority at a special 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 was created by Order of Hidalgo County (the "County") dated October 26, 2004; Petition of the County dated April 21, 2005; and a Minute Order of the Texas Transportation Commission (the "Commission") dated November 17, 2005, pursuant to provisions under the Act the Authority; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended (the "Interlocal Act"), permits any local government to contract with one or more other local governments to perform "governmental functions and services," including investment of public funds (as such phrases are defined in the Interlocal Act); and

WHEREAS, the Interlocal Act authorizes the contracting parties to any interlocal agreement to contract with agencies of the State of Texas, within the meaning of Chapter 771 of the Government Code; and

WHEREAS, the Act permits the contracting parties to any interlocal agreement to create an administrative agency to supervise the performance of such interlocal agreement and to employ personnel and engage in other administrative activities and provide other administrative services necessary to execute the terms of such interlocal agreement; and

WHEREAS, the Public Funds Investment Act, Chapter 2256 of the Texas Government Code, as amended (the "PFIA"), authorizes the entities described in subsection (a) of the PFIA to invest their funds in an eligible public funds investment pool, and the Local Government Investment Cooperative (LOGIC) intends to become and remain an eligible public funds investment pool, under the terms and conditions set forth in PFIA; and

WHEREAS, the Authority desires to enter into that certain Participation Agreement and Trust Instrument (the “Agreement”), a copy of which is presented with this Resolution and is incorporated herein by reference, and to become a participant in a public funds investment pool created under the PFIA, to be known as Local Government Investment Cooperative (LOGIC) (the “Pool”); and

WHEREAS, the Authority is a Government Entity as defined in the Agreement; and

WHEREAS, the Authority desires to cause administration of the Pool to be performed by a board of trustees (the “Board”), which shall be an advisory board under the PFIA, an administrative agency created under the Interlocal Act, and trustee of the funds in the Pool; and

WHEREAS, the Government Entity desires to designate the Board as its agency and instrumentality with authority to supervise performance of the agreement, employ personnel and engage in other administrative activities and provide other administrative services necessary to execute the terms of the Agreement; and

WHEREAS, each capitalized term used in this Resolution and not otherwise defined has the same meaning assigned to it in the Agreement; and

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

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Agreement is hereby approved and adopted and, upon execution thereof by an Authorized Representative (defined below) and receipt of the Authority’s application to join the Pool by the Administrator, the Authority shall become a Participant in the Pool for the purpose of investing its available funds in the Pool from time in accordance with the terms of the Agreement.
- Section 3. The Board is hereby designated as an agency and instrumentality of the Authority, and the Board shall have the authority to supervise performance of the Agreement and the Pool, employ personnel and engage in other administrative activities and provide other administrative services necessary to execute the terms of the Agreement. The Authority agrees that all moneys it transfers to the Pool shall be held and managed in trust by the Board for the benefit of the Authority.
- Section 4. The investment policies of the Pool, as set forth in the document entitled Investment Policies, as summarized in the Information Statement, and as may be amended from time to time by the Board, are hereby adopted as investment policies of the Authority with respect to money invested in the

Pool, and any existing investment policies of the Authority in conflict therewith shall not apply to investments in the Pool.

Section 5. The following officers, officials or employees of the Authority are hereby designated as “Authorized Representatives” within the meaning of the Agreement, with full power and authority to: execute the money to and withdraw money from the Authority’s Pool account from time to time in accordance with the Agreement and the Information Statement; to agree to the terms for use of the website for online transactions and take all other actions deemed necessary or appropriate for the investment of funds of the Authority:

1 **Name:** Pilar Rodriguez Title: Executive Director  
Signature: \_\_\_\_\_ Phone: (956) 402-4762  
Email: prodriguez@hcrma.net

2 **Name:** Jose Castillo Title: Chief Financial Officer  
Signature: \_\_\_\_\_ Phone: (956) 402-4762  
Email: jose.castillo@hcrma.net

3 **Name:** S. David Deanda, Jr. Title: Chairman  
Signature: \_\_\_\_\_ Phone: (956) 402-4762

4 **Name:** Forrest Runnels Title: Vice Chairman  
Signature: \_\_\_\_\_ Phone: (956) 402-4762

5 **Name:** Ricardo Perez Title: Secretary/Treasurer  
Signature: \_\_\_\_\_ Phone: (956) 402-4762

6 **Name:** Alonzo Cantu Title: Director  
Signature: \_\_\_\_\_ Phone: (956) 402-4762

7 **Name:** Aquiles J. Garza, Jr. Title: Director  
Signature: \_\_\_\_\_ Phone: (956) 402-4762

8 **Name:** Josue Reyes Title: Director  
Signature: \_\_\_\_\_ Phone: (956) 402-4762

9 **Name:** R. David Guerra Title: Director  
Signature: \_\_\_\_\_ Phone: (956) 402-4762

In accordance with the Pool's procedures, an Authorized Representative shall promptly notify the Pool in writing of any changes in who is serving as Authorized Representatives.

Section 6. **{Required}** List the name of the Authorized Representative listed above that will be designated as the Primary Contact and will receive all LOGIC correspondence including transaction confirmations and monthly statements.

**Name: Jose Castillo, Chief Financial Officer**

Section 7. **{Optional}** In addition, the following additional Participant representative (not listed above) is designated as an Inquiry Only Representative authorized to obtain account information:

**Name:** Celia Gaona Title: Compliance Officer  
**Signature:** \_\_\_\_\_ **Phone:** (956) 402-4762  
Email: celia.gaona@hcrma.net

Applicant may designate other authorized representatives by written instrument signed by an existing Applicant Authorized Representative or Applicant's Chief Executive Officer.

Section 8. **{Required}** Taxpayer Identification Number.  
Applicant's taxpayer identification number is 26-2731494

Section 9. **{Required}** Contact Information

Applicant primary mailing address:  
P.O. Box 1766, Pharr, Texas 78577

Applicant physical address (if different):  
118 S. Cage Blvd., 4<sup>th</sup> Floor, Pharr, Texas 78577

Applicant main phone number:  
(956) 402-4762

In addition to the foregoing Authorized Representatives, each Investment Officer of the Pool appointed by the Board from time to time is hereby designated as an investment officer of the Authority and, as such, shall have the responsibility for investing the share of Pool assets representing funds of the Authority. Each depository and custodian appointed by the Board from time to tie are hereby designated as a depository and custodian of the Authority for the purposes of holding the share of Pool assets representing funds of the Authority.

\*\*\*\*\*

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING, duly posted and noticed, on the 28<sup>th</sup> day of June, 2016, at which meeting a quorum was present.

*Official Seal of Applicant (Required Below)*

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S. David Deanda Jr., Chairman

Attest:

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Ricardo Perez, Secretary/Treasurer



## Local Government Investment Cooperative (LOGIC) Participation Agreement and Trust Instrument

THIS PARTICIPATION AGREEMENT AND TRUST INSTRUMENT (together with any amendments and supplements, referred to as this "Agreement") is made and entered into by and among each of those government entities initially executing this Agreement and any other government entity that is eligible and becomes a party hereto (collectively, the "Participants").

WHEREAS, the Public Funds Investment Act, Chapter 2256 of the Texas Government Code, as amended (the "PFIA") authorizes the entities described in the PFIA to invest their funds in an eligible public funds investment pool;

WHEREAS, each of the Participants qualifies as an entity described in the PFIA;

WHEREAS, the Participants desire to establish and maintain a public funds investment pool for the purpose of pooling their local funds for joint investment in accordance with the PFIA and the terms hereof and providing assistance to each other on investment alternatives and on other issues of concern to the Participants;

WHEREAS, the Participants desire that the public funds investment pool be entitled Local Government Investment Cooperative (LOGIC) and that it be managed and operated by a board of trustees, which shall be an advisory board under the PFIA;

WHEREAS, each of the Participants has duly taken all official action necessary and appropriate to become a party to this Agreement, including the adoption of a rule, order, ordinance, or resolution, as appropriate;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, each Participant agrees that all moneys it transfers to LOGIC on or after the effective date hereof shall be held and managed in trust by the board of trustees for the benefit of the Participant, and the Participants mutually agree as follows:

### ARTICLE I

#### Definitions and Rules of Construction

**Section 1.01. Definitions.** Except as otherwise provided in this Agreement, the capitalized terms used herein shall have the following meanings unless the context otherwise requires:

**Account** - any account established by a Participant.

**Additional Party Agreement** - a document substantially in the form attached hereto as an Appendix which, when attached to a copy of this Agreement and executed by an Authorized Representative of a Government Entity, constitutes a valid and binding counterpart of this Agreement and results in the Government Entity becoming a party to this Agreement.

**Administrator** - Any person, firm or organization approved by the Board and under contract to provide administrative assistance in connection with the management and operation of the Pool.

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**Advisor** - The registered investment advisor or advisors selected by or at the direction of the Board to provide advice regarding investment of Pool assets pursuant to this Agreement and subject to applicable law.

**Authorized Investments** - those investments which are authorized from time to time to be purchased, sold and invested in under PFIA or other applicable law and further defined in the Investment Policies.

**Authorized Representative** - an individual authorized to execute documents and take other necessary actions, pursuant to this Agreement, on behalf of a Government Entity or other person, firm or organization, as evidenced by a duly adopted resolution or bylaw of the governing body of such Government Entity or other person, firm or organization, a certified copy of which is on file with the Administrator. In the case of a Government Entity that is a combination of political subdivisions under the Act, the Authorized Representatives of any administrative agency appointed by such combination of political subdivisions shall be deemed to be Authorized Representatives for such Government Entities.

**Board** - the governing body of the Pool, known as The Board of Trustees of Local Government Investment Cooperative.

**Bylaws** - the bylaws adopted by the Board, as the same may be amended from time to time, subject to the requirements of this Agreement.

**Custodian** - any person, firm or organization selected by or at the direction of the Board to have custody of all money, investments and other assets of the Pool pursuant to this Agreement and subject to applicable law.

**General Manager** - any person, firm or organization which has contracted with the Board to provide general management services to the Board.

**Government Entity** - a local government of the State of Texas, as defined in the PFIA, a state agency, as defined in the PFIA, and a nonprofit corporation acting on behalf of a local government or a state agency, including but not limited to an incorporated city or town, a county, a public school district, a district or authority created under art. III, Section 52(b)(1) or (2) of the Texas Constitution, or art. XVI, Section 59 of the Texas Constitution, an institution of higher education as defined by Section 61.003 of the Education Code, a hospital district, or a fresh water supply district.

**Information Statement** - the information statement or any other document distributed to Participants and potential Participants to provide them with a description of the management and operation of the Pool, as the same may be amended from time to time, subject to the requirements of this Agreement.

**Interlocal Act** - the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as the same may be amended from time to time.

**Investment Officer** - one or more officers or employees of the Board designated as investment officers by the Board.

**Investment Policies** - the written Investment Policies adopted and approved by the Board governing investment and management of Pool assets of different Portfolios, as the same may be amended from time to time, subject to the requirements of this Agreement.

**Marketing Representative** - any person, firm or organization authorized by the Board to promote the Pool.

Local Government Investment Cooperative (LOGIC)  
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**Participants** - the Government Entities that are the initial parties to this Agreement and the Government Entities which subsequently become parties to this Agreement.

**PFIA** - the Public Funds Investment Act, Chapter 2256, Texas Government Code, as the same may be amended from time to time.

**Pool** - the public funds investment pool and trust created pursuant to this Agreement.

**Portfolio** - a portfolio of assets in the Pool which are held separate from other assets of the Pool and which are invested with a defined investment objective which may be different from other Portfolios in the Pool, and in which a Participant may elect to invest its funds.

**State** - the State of Texas.

**Units** - equal proportionate units of undivided beneficial interest in the assets of the Pool or of any Portfolio of the Pool from time to time, including fractions of units as well as whole units.

**Section 1.02. General Rules of Construction.**

- (a) Whenever in this Agreement the context requires: (1) a reference to the singular number shall include the plural and vice versa; and (2) a word denoting gender shall be construed to include the masculine, feminine, and neuter.
- (b) The titles given to any article or section of this Agreement are for convenience only and are not intended to modify the article or section.

ARTICLE II

**Creation of the Pool and Trust; Purpose and Objective**

**Section 2.01. Creation of the Board.**

- (a) The Participants hereby agree to jointly invest their funds in a public funds investment pool and trust, to be known as Local Government Investment Cooperative (the "Pool") and to create and establish a board of trustees of the Pool (the "Board"), as an advisory board pursuant to the PFIA, an administrative agency pursuant to the Interlocal Act, and as trustee of the funds in the Pool.
- (b) The Participants delegate to the Pool through its Board, the authority to hold legal title to and manage all money, investments and other assets transferred to or acquired by the Pool pursuant to this Agreement as Pool assets.
- (c) The Board shall have the authority to employ personnel, engage in other administrative activities and provide other administrative services necessary to accomplish the purpose of this Agreement.

**Section 2.02. Purpose and Objective.**

- (a) The first purpose of the Pool is to provide Government Entities with a variety of investment vehicles to best suit their investment needs, with each Portfolio tailored to meet a specific investment need.

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- (b) The second purpose of the Pool is to provide Government Entities with a forum for discussion of, and to provide education concerning, investments and other issues of concern in public finance. In all cases, however, the Pool will have the following investment objectives in order of priority: safety of principal; liquidity in accordance with the operating requirements of the Participants; and the highest rate of return.
- (c) In order to accomplish the Pool's objective, each Participant agrees that the money transferred to a Portfolio within the Pool will be commingled with other money transferred to the Portfolio by other Participants for the purpose of making Authorized Investments, subject to the terms of this Agreement, the Investment Policies and applicable law, thereby taking advantage of investment opportunities and cost benefits available to larger investors.

### ARTICLE III

#### **Pool Administration**

##### **Section 3.01. The Board and the Bylaws**

- (a) The business and affairs of the Pool shall be managed by the Board as governing body of the Pool.
- (b) The Board is authorized to adopt Bylaws which shall set forth, among other things, the initial Board members, the procedures governing the selection of the members of the Board, the procedure for holding meetings, the election of officers, and other matters necessary or desirable for governance by the Board, and the right of the Board, the General Manager, and other consultants to be indemnified for damages arising from their actions in connection with the Pool. By executing this Agreement, the Participant consents to the Bylaws. By maintaining funds in the Pool after any amendment to the Bylaws becomes effective, the Participant consents to the Bylaws, as amended. The Board has the right to amend any term or provision of the Bylaws, provided that notice is sent to each Participant at least 30 days prior to the effective date of any change which, in the opinion of the Board, is a material change to the Bylaws.

##### **Section 3.02. Powers and Duties of the Board.**

- (a) Subject to applicable law and the terms of this Agreement, the Board shall have full and complete power to take all actions, do all things and execute all instruments as it deems necessary or desirable in order to carry out, promote or advance the investment objective, interests and purposes of the Pool to the same extent as if the Board was the sole and absolute owner of the Pool.
- (b) The Board shall adopt and maintain Investment Policies, consistent with the general objective of the Pool, which shall provide more detailed guidelines for investment and management of Pool assets. By executing this Agreement, the initial Participants consent to the proposed Investment Policies, and the subsequent Participants consent to the Investment Policies then in effect. By maintaining funds in the Pool after any amendment to the Investment Policies becomes effective, the Participant has consented to the Investment Policies, as amended. The Board shall, subject to the terms of this Agreement, have the authority to amend any term or provision of the Investment Policies, provided

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that notice is sent to each Participant at least 30 days prior to the effective date of any change which, in the opinion of the Board, will have a material effect on such Participant's investment in the Pool.

- (c) The Board shall adopt and maintain Operating Procedures, which shall provide more detailed information on the procedures for depositing and withdrawing funds from the Pool. By executing this Agreement, the initial Participants consent to the proposed Operating Procedures, and the subsequent Participants consent to the Operating Procedures then in effect. By maintaining funds in the Pool after any amendment to the Operating Procedures becomes effective, the Participant has consented to the Operating Procedures, as amended. The Board shall, subject to the terms of this Agreement, have the authority to amend any term or provision of the Operating Procedures provided that notice is sent to each Participant at least 30 days prior to the effective date of any change which, in the opinion of the Board, will have a material effect on such Participant's investment in the Pool.
- (d) The Board shall designate one or more Investment Officers for the Pool who shall be responsible for the investment of Pool assets.
- (e) The Board shall prepare, or direct the preparation of an Information Statement that describes how the Pool will operate in accordance with the terms of this Agreement and the Investment Policies. Subject to the terms of this Agreement and the Investment Policies, the Information Statement may be amended or supplemented, notice of which will be provided to Participants in accordance with the disclosure requirements of the PFIA.
- (f) The Board shall, subject to the limitations established in the Investment Policies, have full and complete power and authority to appoint a general manager and any other service providers deemed necessary or helpful in the operation of the Pool.
- (g) The Board shall provide, through peer review, seminars, computer mail systems, or other means, information and educational opportunities to Participants on investing and on other issues in the area of public finance.
- (h) The Board shall have full and complete power to use, or direct the use of, Pool assets for the following purposes: (1) incur and pay any expenses which, in its opinion, are necessary or incidental to or proper for carrying out any of the purposes of this Agreement; (2) reimburse others for the payment thereof; (3) pay appropriate compensation or fees to persons with whom the Pool has contracted or transacted business; and (4) charge a Participant's Account for any special fees or expenses related specifically to transactions in such Account.
- (i) The Board shall have full power to compromise, arbitrate, or otherwise adjust claims in favor of or against the Pool.
- (j) The Board shall cause financial statements to be prepared and maintained for the Pool and for such statements to be audited annually by an independent certified public accounting firm.
- (k) The Board may appoint a General Manager to perform managerial services for the Pool, provided that the Board shall continue to oversee the operation and

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management of the Pool and shall have the authority to direct the General Manager to take or not take specific action on behalf of the Pool.

- (l) The enumeration of any specific power or authority herein shall not be construed as limiting the general power and authority of the Board over the Pool.
- (m) The Board shall act in good faith in accordance with the purposes of the Pool.

**Section 3.03. Liability.**

- (a) Neither the Board, the Investment Officers, nor any officers, employees or board members of any of the forgoing shall be held liable for any action or omission to act on behalf of the Pool or the Participants unless caused by such person's fraud, willful misfeasance or bad faith. The Pool shall indemnify and hold harmless (either directly or through insurance) any person referred to in this Section, to the extent permitted by law, for any and all litigation, claims or other proceedings, including but not limited to reasonable attorney fees, costs, judgments, settlement payments and penalties arising out of the management and operation of the Pool, unless the litigation, claim or other proceeding resulted from the fraud, willful misfeasance or bad faith of such person.
- (b) Neither the General Manager, the Marketing Representative, the Administrator, the Advisor, the Subadvisor, the Custodian, nor their affiliates, officers, employees or board members shall be held liable for any action or omission to act on behalf of the Pool or the Participants unless such person failed to meet the standard of care required under its agreement relating to the Pool or acted with willful misconduct. The Pool shall indemnify and hold harmless (either directly or through insurance) any person referred to in this Section, to the extent permitted by law, for any and all litigation, claims or other proceedings, including but not limited to reasonable attorney fees, costs, judgments, settlement payments and penalties arising out of the management and operation of the Pool, unless the litigation, claim, or other proceeding is adjudicated to have resulted from such person's failure to meet the standard of care required under its agreement relating to the Pool or its willful misconduct.
- (c) To the fullest extent permitted by law, any obligation of LOGIC shall be payable solely from the assets held by LOGIC, and none of the Unitholders, whether past, present, or future, shall be personally liable therefor.
- (d) The indemnification provisions are described in more detail in the Bylaws.

ARTICLE IV

**Participation in LOGIC**

**Section 4.01. Eligibility.** In order for a Government Entity to become a Participant and transfer money into the Pool, each of the following conditions must be satisfied:

- (a) The Government Entity must adopt a resolution (1) authorizing it to become a Participant and approving this Agreement, (2) acknowledging the Board's power to supervise the Pool and agreeing that moneys it transfers to the Pool shall be held and managed in trust by the Board for the Government Entity's benefit, (3)

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approving the investment policies of the Pool (as amended from time to time by the Board) and directing that any conflicting local investment policies shall not apply to Pool investments of the Participant, (4) designating Authorized Representatives of the Participant, (5) designating the Investment Officers appointed from time to time by the Board as the Participant's investment officers who shall be responsible for investing the share of Pool assets representing local funds of the Participant, (6) designating the depository and custodian appointed from time to time by the Board as the Government Entity's depository and custodian for purposes of holding the share of Pool assets representing funds of the Government Entity, and consenting to the terms and conditions specified on the website in order to use the online transaction system; and

- (b) The Government Entity must become a party to this Agreement by executing an Additional Party Agreement and delivering the same to the Pool, together with a certified copy of the resolution referred to in subsection (a) of this Section, an application in form and substance satisfactory to the Board, and such other information as may be required by the Board.
- (c) No entity except a Government Entity may be a Participant. The Board shall have sole discretion to determine whether a Government Entity is eligible under Texas law to be a Participant and to designate categories of Government Entities eligible to be Participants in any Portfolio of the Pool.

**Section 4.02. Participant Accounts.**

- (a) While available local funds of Participants may be commingled for purposes of common investment and operational efficiency, one or more separate Accounts for each Participant in each Portfolio in the Pool designated by the Participant will be established in accordance with the Participant's application to join the Pool and maintained by the Pool.
- (b) Each Participant shall own an undivided beneficial interest in the assets in the Portfolios in which it invests, calculated as described in the Investment Policies.
- (c) The Participant agrees that all Pool fees shall be directly and automatically assessed and charged against the Participant's Account. The basic services fee shall be calculated as a reduction in the daily income earned and only the net income shall be credited to the Participant's Account. Fees for special services shall be charged to each Participant's Account as they are incurred or performed. Use of Pool assets for fees shall be made from current revenues available to the Participant.

**Section 4.03. Reports.** The Pool shall submit a written report a least once per month to each Participant. Such report will indicate: (1) the balance in each Account of a Participant as of the date of such report, (2) yield information, (3) all account activity since the previous report, and (4) other information required by the PFIA.

**Section 4.04. Termination.**

- (a) A Participant may withdraw all funds from an Account in accordance with the Investment Policies and Operating Procedures. A Participant may cease to be a Participant under this Agreement, with or without cause, by providing written notice to the Pool at least 10 days prior to such termination.

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- (b) The Board may terminate a Participant's participation in this Agreement upon at least 30 days' notice if Texas law changes so that such Participant is no longer entitled to join in an eligible public funds investment pool under PFIA, the Interlocal Act, or other applicable law.
- (c) Upon the vote of a majority of its full membership, the Board may order the termination of this Agreement by directing that all outstanding operating expenses of the Pool be paid and remaining assets of the Pool be distributed to Participants in accordance with their respective pro rata interests.

## ARTICLE V

### Pool Assets

**Section 5.01. Investments.** Pool assets shall be invested and reinvested by the Pool only in Authorized Investments in accordance with the Investment Policies.

**Section 5.02. Custody.** All money, investments and assets of the Pool shall be held in the possession of the Custodian.

## ARTICLE VI

### Miscellaneous

**Section 6.01. Severability.**

- (a) If any provision of this Agreement shall be held or deemed to be illegal, inoperative or unenforceable, the same shall not affect any other provisions contained herein or render the same invalid, inoperative or unenforceable to any extent whatsoever.
- (b) Any participation in this Agreement or transfer of assets to the Pool that is not qualified for any reason shall not terminate this Agreement or the participation of other Participants or otherwise adversely affect the Pool.

**Section 6.02. Limitation of Rights.** This Agreement does not create any right, title or interest for any person other than the Participants and any person who has a contract to provide services to the Pool, and nothing in or to be implied from this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under this Agreement.

**Section 6.03. Execution of Counterparts.** This Agreement may be executed in several separate counterparts, including by Additional Party Agreement, each of which shall be an original and all of which shall constitute one and the same instrument.

**Section 6.04. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

**Section 6.05. Term.** This Agreement shall have an initial term beginning with the effective date set forth below and shall be automatically renewed for one year on such date and each anniversary of such date, except with respect to any Government Entity that may have terminated itself as a Participant or as otherwise provided in Section 4.05.

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**Section 6.06. Notices.** Any notices or other information required or permitted to be given hereunder shall be sent: (a) to the Pool as set forth in the Information Statement, and (b) to a Participant as set forth in its application to become a Participant or as otherwise provided by written notice to the Administrator.

**Section 6.07. Trust.** LOGIC is organized and existing as a business trust under the laws of the State for the purposes stated herein. The Participants shall be beneficiaries in LOGIC, and their relationship to the Board shall be solely in their capacity as Participants in accordance with the rights conferred upon them hereunder.

**Section 6.08. Entire Agreement; Amendments.** This Agreement represents the entire agreement and understanding of the Participants. This Agreement may be amended with the approval of the Board, provided that notice of any such amendment is sent to all Participants at least 60 days prior to the effective date thereof.

\* \* \* \* \*

Local Government Investment Cooperative (LOGIC)  
Participation Agreement and Trust Instrument

Originally executed between Fort Bend County and City of Wichita Falls, Texas as of April 4, 1994, and amended by the Board and effective March 1, 1999 and December \_\_, 2015. The Board hereby acknowledges its duties as Trustee upon the effective date hereof.

\* \* \* \* \*

Approved and accepted:

The Board of Directors, Local Government Investment Cooperative

By: \_\_\_\_\_ Date: \_\_\_\_\_  
President

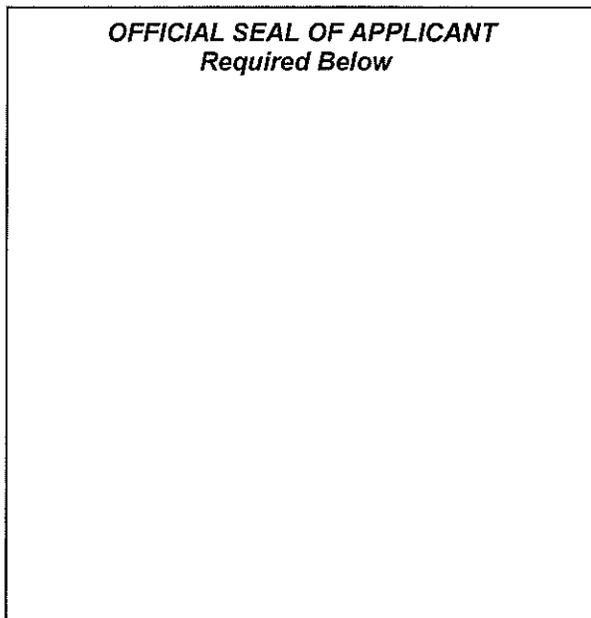
Local Government Investment Cooperative (LOGIC)  
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**Additional Party Agreement**

The Government Entity of the State of Texas named below, acting by and through the undersigned Authorized Representative, hereby agrees to become a party to that certain Participation Agreement and Trust Instrument to which this page is attached, and thereby become a Participant in the Local Government Investment Cooperative, subject to all of the terms and provisions of such Agreement. The undersigned hereby represents that it is a Government Entity as defined in such Agreement.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Name of Government Entity



By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name and Title

Attest: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name and Title

Approved and accepted:

**LOCAL GOVERNMENT INVESTMENT COOPERATIVE {LOGIC}**

By: FIRSTSOUTHWEST, A DIVISION OF HILLTOP SECURITIES INC.  
Participant Services Administrator

By: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signer



# BANK INSTRUCTION FORM

PLEASE SELECT ONE OF THE FOLLOWING:

- NEW ACCOUNT: NAME \_\_\_\_\_
- CHANGE EXISTING ACCT: \_\_\_\_\_
- APPLY CHANGE TO ALL ACCOUNTS

EFFECTIVE DATE: \_\_\_\_\_

PARTICIPANT NAME: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

## Add Bank Instruction:

PLEASE INDICATE IF THIS WILL BE THE  PRIMARY BANK INSTRUCTION OR  ADDITIONAL BANK INSTRUCTION

SELECT ONE OF THE FOLLOWING  WIRE AND ACH  WIRE ONLY  ACH ONLY

Bank Name: \_\_\_\_\_ City: \_\_\_\_\_

Bank ABA Number (9 digits): \_\_\_\_\_ Bank ABA for ACH (if different) (9 digits): \_\_\_\_\_

Bank Account Number: \_\_\_\_\_ Bank Account Name: \_\_\_\_\_

Correspondent Bank Name (if any): \_\_\_\_\_

Correspondent Bank ABA Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

## Delete Bank Instruction:

PLEASE INDICATE IF THIS WILL BE THE  PRIMARY BANK INSTRUCTION OR  ADDITIONAL BANK INSTRUCTION

SELECT ONE OF THE FOLLOWING  WIRE AND ACH  WIRE ONLY  ACH ONLY

Bank Name: \_\_\_\_\_ City: \_\_\_\_\_

Bank ABA Number (9 digits): \_\_\_\_\_ Bank ABA for ACH (if different) (9 digits): \_\_\_\_\_

Bank Account Number: \_\_\_\_\_ Bank Account Name: \_\_\_\_\_

Correspondent Bank Name (if any): \_\_\_\_\_

Correspondent Bank ABA Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

*\* If ACH availability is selected, I hereby authorize JPMorgan Chase Bank, N.A. to directly deposit and withdraw funds by means of ACH electronic transfer to and from the financial institution and the account designated above ("Designated Account"). I agree that this authorization may be withdrawn with at least 45-days advance written notice to LOGIC Participant Services. I understand that the LOGIC reserves the right to discontinue ACH electronic transfer without advance notice. I also authorize JPMorgan Chase Bank, N.A. to deduct from the Designated Account or from subsequent deposits made to the Designated Account all amounts deposited in error. I authorize JPMorgan Chase Bank, N.A. to credit all amounts withdrawn in error to Designated Account.*

**NOTE: This authorization must be executed by two current Authorized Representatives of the Participant on file with LOGIC.**

*As a current Authorized Representative, I certify that the above information is both true and correct.*

Authorized Representative Signature	Printed Name	Title	Date
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Authorized Representative Signature	Printed Name	Title	Date
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Please complete this form either all typed or all handwritten. Forms with alterations (i.e. white out, mark out, etc.) will **NOT** be accepted.

**LOGIC Participant Services \* 1201 Elm Street, Suite 3500 \* Dallas, Texas 75270\* 800.895.6442 \* Fax 214.953.8878**

**Document with original signatures is required.**

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**Item 3B**

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

<b>BOARD OF DIRECTORS</b>	<u>  X  </u>	<b>AGENDA ITEM</b>	<u>  3B  </u>
<b>PLANNING COMMITTEE</b>	<u>          </u>	<b>DATE SUBMITTED</b>	<u>  06/13/16  </u>
<b>FINANCE COMMITTEE</b>	<u>          </u>	<b>MEETING DATE</b>	<u>  06/28/16  </u>
<b>TECHNICAL COMMITTEE</b>	<u>          </u>		

1. Agenda Item: **RESOLUTION 2016-84 – APPROVAL OF WORK AUTHORIZATION NUMBER 3 - SUPPLEMENTAL NUMBER 4 TO THE PROFESSIONAL SERVICE AGREEMENT WITH L&G ENGINEERS TO REVISE THE FINAL PLANS, SPECIFICATIONS AND ESTIMATES FOR SEGMENT 2 OF THE 365 TOLLWAY PROJECT DUE TO OFF-SYSTEM DESIGNATION AND PLAN SET CONSOLIDATION REQUIRED BY THE TEXAS DEPARTMENT OF TRANSPORTATION.**
  
2. Nature of Request: (Brief Overview) Attachments:   X   Yes    No  
  Consideration and Approval of Supplemental Number 4 to Work Authorization Number 3 to the Professional Service Agreement with L&G Consulting Engineering to prepare the final Plans, Specifications and Estimates for segment 2 of the 365 Tollway Project.
  
3. Policy Implication:   Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
  
4. Budgeted:   x   Yes    No    N/A
  
5. Staff Recommendation:   Motion to approve of Work Authorization Number 3 – Supplemental Number 4 to the Professional Service Agreement with L&G Engineering to revise the final plans, specifications and estimates for Segment 2 of the 365 Tollway Project due to off-system designation and plan set consolidation required by the Texas Department of Transportation.
  
6. Program Manager’s Recommendation:   x   Approved    Disapproved    None
  
7. Planning Committee’s Recommendation:    Approved    Disapproved   X   None
  
8. Board Attorney’s Recommendation:    Approved    Disapproved   X   None
  
9. Chief Auditor’s Recommendation:    Approved    Disapproved   X   None
  
10. Chief Financial Officer’s Recommendation:    Approved    Disapproved   x   None
  
11. Executive Director’s Recommendation:   X   Approved    Disapproved    None



Project: SH365

- CMT Services
- Environmental
- Engineering **L&G Engineering**
- Geo-Technical
- Surveying

## WORK AUTHORIZATION SUMMARY

RESOLUTION 2016-84

Work Authorization #   3   Supplemental #   4  

Amount   \$ 46,328.74  

### Approved Amendments:

Resolution No.	Description	Amount
2012-10	WA 1 - Schematic 4 lane, pavement design	\$ 998,837.67
2012-30	WA 1 - SUP 1 3.13 mile extension	\$ 310,893.87
2013-58	WA 2 - Geo-tech & bridge layouts	\$ 283,023.23
2013-64	WA 3 - PS&E Seg 2 FM396 to McColl Rd	\$ 3,719,885.81
2015-42	WA 2 SUP 1 - No Cost Extension	\$ 0.00
<b>Subtotal from Cont. Page</b>		<b>\$ 117,011.65</b>
Total Approved WA		<b>\$ 5,429,652.23</b>

Proposed Work Authorization and/or Supplemental 2016-84	<b>\$ 46,328.74</b>
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### Goal and Options:

Approval of Work Authorization Number 3 – Supplemental Number 4 to the Professional Service Agreement with L&G Engineering to revise the final plans, specifications and estimates for Segment 2 of the 365 Tollway Project due to off-system designation and plan set consolidation required by the Texas Department of Transportation

**Staff is recommending approval of this request in the amount of \$ 46,328.74**  
**Proposed total approved WA and/or Supplementals \$ 5,475,980.97**

Ramon Navarro, Construction E  
Requested By:

**Work Authorizations Cont...**

**Resolution No. 2016-84**

Resolution No.	Description	Amount
2015-43	WA 3 Sup 1 - No Cost Time Extension	\$ 0.00
2015-81	WA 2 Sup 2 - No Cost Time Extension	\$ 0.00
2015-82	WA 3 Sup 2 - No Cost Time Extension	\$ 0.00
2016-18	WA 3 Sup 3 - Concrete pavement design	\$ 117,011.65

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Subtotal \$ 117,011.65

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2016-84

**APPROVAL OF WORK AUTHORIZATION NUMBER 3 -  
SUPPLEMENTAL NUMBER 4 TO TO THE PROFESSIONAL SERVICE  
AGREEMENT WITH L&G ENGINEERING TO REVISE THE FINAL  
PLANS, SPECIFICATIONS AND ESTIMATES FOR SEGMENT 2 OF  
THE 365 TOLLWAY PROJECT DUE TO OFF\_SYSTEM DESIGNATION  
AND PLAN SET CONSOLIDATION REQUIRED BY THE TEXAS  
DEPARTMENT of TRANSPORTATION**

THIS RESOLUTION is adopted this 28th day of June, 2016 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on April 13, 2011, the Authority awarded a professional service agreement for engineering services to L&G Engineering (the "Consultant") for design work, including plans, specifications, and estimates, for the Trade Corridor Connector ("SH 365/TCC") and on May 2, 2012, by Resolution 2012-10, the Authority amended and restated that agreement (the "Amended and Restated Agreement") in the maximum payable amount of \$5,887,542.43; and

WHEREAS, pursuant to Resolution 2012-10, the Authority approved Work Authorization Number I under the Amended and Restated Agreement in the amount of \$998,837.67; and

WHEREAS, on October 18, 2012, the Authority approved Supplemental Number I to Work Authorization Number I of the Amended and Restated Agreement to perform preliminary engineering for SH 365 from FM 396 to FM 1016 in the amount of \$310,893.87; and

WHEREAS, on November 21, 2012, the Authority approved the Amended and Restated professional service agreement with the Consultant to prepare plans, specifications and estimates for the revised SH 365 project limits from FM 1016 to East of McColl Road (Project Station 986+00) and to revise the DBE/HUB reporting requirements in the amount of \$27,558.89 for a revised maximum payable amount of \$5,915,101.32; and

WHEREAS, on November 20, 2013, the Authority approved Work Authorization Number 2 to the professional service agreement with the Consultant to provide bridge layouts and geotechnical investigation for the proposed structure over the International Boundaries and Water Commission Interior Floodway in the amounts of \$288,223.86; and

WHEREAS, on December 18, 2013, the Authority approved Work Authorization Number 3 to the Professional Service Agreement in the amount of \$3,719,885.81 for final plans, specifications and estimates for the State Highway 365 Project from McColl Road to FM 396; and

WHEREAS, on July 28, 2015, the Authority approved Supplemental Number 1 to Work Authorization Number 2 to the Professional Service Agreement with the Consultant to provide bridge layouts and geotechnical investigation for the proposed structure over the International Boundaries and Water Commission Interior Floodway; and

WHEREAS, on July 28, 2015, the Authority approved Supplemental Number 1 to Work Authorization Number 3 to the Professional Service Agreement with the Consultant for a no-cost time extension to provide final plans, specifications and estimates for the State Highway 365 Project; and

WHEREAS, on February 28, 2016, the Authority approved Supplemental Number 3 to Work Authorization Number 3 to the Professional Service Agreement with L&G Engineering to revise the Plans, Specifications and Estimates to include concrete pavement for the State Highway 365 Segment 2 Project in the amount of \$117,011.65; and

WHEREAS, the Authority has approved Work Authorization Number 3 – Supplemental Number 4 to the Professional Service Agreement with L&G Engineering to revise the final plans, specifications and estimates for Segment 2 of the 365 Tollway Project due to off-system designation and plan set consolidation required by the Texas Department of Transportation in the amount of \$34,839.78; and

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

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

Section 2. The Board hereby approves Work Authorization Number 3 – Supplemental Number 4 to the Professional Service Agreement with L&G Engineering to revise the final plans, specifications and estimates for Segment 2 of the 365 Tollway Project due to off-system designation and plan set consolidation required by the Texas Department of Transportation in the amount of \$46,328.74 (attached hereto as Exhibit A) revising total for Work Authorization Number 3 to \$5,475,980.97.

Section 3. The Board authorizes the Executive Director to execute Work Authorization Number 3 – Supplemental Number 4 as approved.

\*\*\*\*\*

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 28th day of June, 2016, at which meeting a quorum was present.

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S. David Deanda, Jr. Chairman

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Ricardo Perez, Secretary

EXHIBIT A

SUPPLEMENTAL NUMBER 4 TO WORK AUTHORIZATION  
NUMBER 3 TO AMENDED AND RESTATED PROFESSIONAL  
SERVICE AGREEMENT WITH L&G ENGINEERING  
DATED APRIL 13, 2011, MAY 2, 2012 AND NOVEMBER 21, 2012

**◆ Contract ◆**

**Hidalgo County  
Regional Mobility Authority  
(HCRMA)(Authority)**

**ENGINEERING / DESIGN SERVICES  
For SH 365 Segment 0032  
From just West of FM 1016  
To East of McColl Rd.  
At Approx. STA 986+00**

Work Authorization No. 3 – Supplemental No. 4

**June 28, 2016**

**L&G CONSULTING ENGINEERS, INC.**

**SWA NO. 4 TO WA NO. 3**

**SWA NO. 4 TO WA NO. 3**

**EXHIBIT D-1  
SUPPLEMENTAL WORK AUTHORIZATION NO. 4  
TO WORK AUTHORIZATION NO. 3  
AGREEMENT FOR ENGINEERING SERVICES**

**THIS SUPPLEMENTAL WORK AUTHORIZATION** is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for Engineering Services” (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and L&G Consulting Engineers, Inc. (the Engineer).

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

**Part II:** The maximum amount payable under Part II of Work Authorization No. 3 is increased by \$46,328.74 bringing the revised maximum amount payable to \$3,883,226.20. The Fee Schedule/Budget in Exhibit D of Work Authorization No. 3 is increased by a Supplemental amount of \$46,328.74 to a total maximum amount payable of \$3,883,226.20.

**Part IV:** Work Authorization No. 3 shall now terminate on March 30, 2017.

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

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

**THE ENGINEER**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

**THE AUTHORITY**

\_\_\_\_\_  
(Signature)  
Pilar Rodriguez, PE  
\_\_\_\_\_  
(Printed Name)  
Executive Director  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

**LIST OF EXHIBITS**

- Exhibit B – Services to be provided by the Engineer
- Exhibit D – Fee Schedule/Budget
- Exhibit H-2 – Subprovider Monitoring System Commitment Agreement

## **EXHIBIT B**

### **SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER**

**Engineer will provide the following services:**

1. Prepare and submit an additional 95% PS&E submittal due to the required merging of the plan set. This will include all work associated with a complete submittal as requested by TxDOT due to merging plan sets.
2. Revise plan set due to the Off-System Designation including:
  - a. Name change to “365 Toll”
  - b. Off-System CSJ
  - c. Any other changes due to the Off-System Designation
3. Weeklong merged construction set walkthrough/review/TCP Value Engineering
  - a. Monday – Independent review by those individuals of the merged 95% Set (provided by the PMC)
  - b. Tuesday – Group Walkthrough of the Plan and Estimate
  - c. Wednesday – TCP Value Engineering (assuring expediency and safety)
  - d. Thursday – Review at PMC Office
  - e. Friday – Review at PMC Office

**EXHIBIT D**

**FEE SCHEDULE/BUDGET**

EXHIBIT D  
 FEE SCHEDULE FOR 365 TOLL (PS + E) SERVICES  
 LIMITS: FROM WEST OF FM 396 (BRYAN RD) TO EAST OF MCCOLL RD  
 L G CONSULTING ENGINEERS, INC.  
 SWA No. 4 to WA No. 3

MAXIMUM AMOUNT PAYABLE  
 365 TOLL PROJECT (CSJ: PENDING)  
 PLANS, SPECIFICATIONS AND ESTIMATE SERVICES  
 Develop PS&E for Proposed 365 Toll Project (Supplemental For Off-System Designation & Additional Merged Set Submittal)  
 L&G CONSULTING ENGINEERS, INC.

NO. OF DWGS	SHEET	BASIC SERVICES DESCRIPTION	ACTUAL HRS PER SHT	TOT TASK HRS	Target Hrs per Sheet	SR PM	Senior Engineer	Design Engineer	EIT	CADD Operator	Admin/Clerical	Total Labor Hrs.	Task Cost
		FC 145 - PROJECT MANAGEMENT (FC 160 TO FC 190) (PS&E SERVICES)											
		ADDITIONAL SUBMITTAL DUE TO MERGE SET				40	4	24	16			84	\$ 13,826.44
		REVISE PLANS PER FACILITY OFF SYSTEM DESIGNATION				16	18	28	40	40		142	\$ 16,089.50
		WEEKLONG MERGED CONSTRUCTION SET WALKTHRU / REVIEW / TCP VALUE ENG.				40	40					80	\$ 16,412.80
0		<b>SUB-TOTAL - FC 145 - PROJECT MANAGEMENT (PS&amp;E SERVICES)</b>		306		96	62	52	56	40	0	306	\$ 46,328.74
#REF!		<b>GRAND TOTAL</b>		306		96	62	52	56	40	0	306	\$ 46,328.74
		<b>HOURS SUB-TOTALS</b>		306		96	62	52	56	40	0	306	
		LABOR RATE PER HOUR				\$ 223.81	\$ 186.51	\$ 118.12	\$ 80.82	\$ 65.28	\$ 55.95		
		DIRECT LABOR COSTS				\$ 21,485.76	\$ 11,563.62	\$ 6,142.24	\$ 4,525.92	\$ 2,611.20	\$ -	\$ 46,328.74	
		<b>TOTAL</b>				\$ 21,485.76	\$ 11,563.62	\$ 6,142.24	\$ 4,525.92	\$ 2,611.20	\$ -	\$ 46,328.74	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)				46.38%	24.96%	13.26%	9.77%	5.64%	0.00%	100.00%	
		PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)				31.37%	20.26%	16.99%	18.30%	13.07%	0.00%	100.00%	
<b>SUB-CONSULTANTS SUMMARY</b>													
RGEC (FC 163) (ROADWAY ITEMS)												\$	-
B2Z (FC 170) (BRIDGE DESIGN)												\$	-
TEDSI (FC 162) (SIGNING & PAVEMENT MARKINGS)												\$	-
ETSI (FC 162&163) (SIGNALIZATION & ILLUMINATION)												\$	-
<b>GRAND TOTAL - INCLUDING DIRECT EXPENSES</b>												\$	<b>46,328.74</b>

**EXHIBIT H-2**  
**Subprovider Monitoring System Commitment Agreement**

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

Contract #: \_\_\_\_\_ Assigned Goal: 12.2% Prime Provider L&G Consulting Engineers, Inc.

Work Authorization (WA) #: 3 WA Amount: \$3,719,885.81 Date: \_\_\_\_\_

Supplemental Work Authorization (SWA) #: 4 to WA #: 3 SWA Amount: \$46,328.74

Revised WA Amount: \$3,883,226.20

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
<b>FC – 165 – Project Management</b>	<b>\$46,328.74</b>
<b>FC</b>	<b>\$0</b>
<b>Total Commitment Amount (Including all additional pages.)</b>	<b>\$46,328.74</b>

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

<b>Provider Name: L&amp;G Consulting Engineers, Inc.</b> <b>Address: 2100 W. Expressway 83, Mercedes, TX 78570</b> <b>VID Number:</b> <b>PH: (956) 565-9813 FX: (956) 565-9018</b> <b>Email:</b>	<b>Name: Jacinto Garza, P.E</b> <i>(Please Print)</i> <b>Title: President</b>  <hr/> <b>Signature</b> <span style="float: right;"><b>Date</b></span>
<b>DBE/HUB Sub Provider</b> <b>Subprovider Name:</b> <b>VID Number:</b> <b>Address:</b> <b>PH; FX:</b> <b>Email:</b>	<b>Name: _____</b> <i>(Please Print)</i> <b>Title: _____</b>  <hr/> <b>Signature</b> <span style="float: right;"><b>Date</b></span>
<b>Second Tier Sub Provider</b> <b>Subprovider Name:</b> <b>VID Number:</b> <b>Address:</b> <b>Phone #&amp; Fax #:</b> <b>Email:</b>	<b>Name: _____</b> <i>(Please Print)</i> <b>Title: _____</b>  <hr/> <b>Signature</b> <span style="float: right;"><b>Date</b></span>
<b>VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).</b>	

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Item 3C

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  3C  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  06/17/16  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  06/28/16  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2016-85 – Approval of Work Authorization Number 2 – Supplemental Number 5 to the Professional Service Agreement with S&B Infrastructure to revise the final plans, specifications and estimates for Segment 1 of the 365 Tollway Project due to off-system designation and plan set consolidation required by the Texas Department of Transportation.**
  
2. Nature of Request: (Brief Overview) Attachments:  Yes  No  
**Consideration and Approval of Work Authorization Number 3 – Supplemental Number 5 to the Professional Service Agreement with S&B Infrastructure to revise the final plans, specifications and estimates for Segment 1 of the 365 Tollway Project due to off-system designation and plan set consolidation required by the Texas Department of Transportation.**
  
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
  
4. Budgeted:  Yes  No  N/A
  
5. Staff Recommendation: **Motion to approve Work Authorization Number 2 Supplemental Number 5 to revise the final plans, specifications and estimates for Segment 1 of the 365 Tollway Project due to off-system designation and plan set consolidation required by the TxDOT in the amount of \$46,624.06**
  
6. Program Manager’s Recommendation:  Approved  Disapproved  None
  
7. Planning Committee’s Recommendation:  Approved  Disapproved  None
  
8. Board Attorney’s Recommendation:  Approved  Disapproved  None
  
9. Chief Auditor’s Recommendation:  Approved  Disapproved  None
  
10. Chief Financial Officer’s Recommendation:  Approved  Disapproved  None
  
11. Executive Director’s Recommendation:  Approved  Disapproved  None



Project: SH365

- CMT Services
- Environmental
- Engineering **S&B Infrastructure**
- Geo-Technical
- Surveying

## WORK AUTHORIZATION SUMMARY

RESOLUTION 2016-85

Work Authorization #   2   Supplemental #   5  

Amount   \$ 46,624.06  

### Approved Amendments:

Resolution No.	Description	Amount
2012-11	WA 1 Modified Contract	\$887,287.51
2012-37	WA1 Amended & Restated no change in cost	\$ 887,287.51
2013-63	WA 2 Final PS&E/NOTE .12 cent difference	\$ 3,611,450.16
2015-34	WA 2 Sup 1 Irrigation Details	\$ 100,244.60
2015-45	WA 1Sup 1 No Cost Time Extension	\$ 0.00
<b>Subtotal from Cont. Page</b>		<b>\$ 516,654.24</b>
Total Approved WA		<b>\$ 5,115,636.51</b>

Proposed Work Authorization and/or Supplemental 2016-85	<b>\$ 46,624.06</b>
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### Goal and Options:

Contract Amount

Proposed Amendment

Approval of Work Authorization Number 2 – Supplemental Number 5 to the Professional Service Agreement with S&B Infrastructure to revise the final plans, specifications and estimates for Segment 1 of the 365

Tollway Project due to off-system designation and plan set consolidation required by the Texas Department of Transportation.

### REQUEST:

**Staff is recommending approval of this request in the amount of \$ 46,624.06**

**Proposed total approved WA and/or Supplementals \$ 5,162,260.57**

Requested By:

**Work Authorizations Cont...**

**Resolution No.** 2016-85

Resolution No.	Description	Amount
2015-53	WA 2 Sup2 I-Rd Steel Bridge Design	\$ 415,016.03
2015-83	WA 1 Sup 2 No Cost Time Extension	\$ 0.00
2015-84	WA 2 Sup 3 No Cost Time Extension	\$ 0.00
2016-16	WA 2 Sup 4 Concrete pavement design	\$ 101,638.21

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Subtotal \$ 516,654.24

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2016-85

**APPROVAL OF WORK AUTHORIZATION NUMBER 2 – SUPPLEMENTAL NUMBER 5 TO THE PROFESSIONAL SERVICE AGREEMENT WITH S&B INFRASTRUCTURE TO REVISE THE FINAL PLANS, SPECIFICATIONS AND ESTIMATES FOR SEGMENT 1 OF THE 365 TOLLWAY PROJECT DUE TO OFF-SYSTEM DESIGNATION AND PLAN SET CONSOLIDATION REQUIRED BY THE TEXAS DEPARTMENT OF TRANSPORTATION**

THIS RESOLUTION is adopted this 28<sup>th</sup> day of June by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on October 27, 2011, the Authority awarded a professional service agreement for engineering services to S&B Infrastructure (the "Consultant") for design work, including plans, specifications, and estimates, for the Trade Corridor Connector ("SH 365 TCC") and on May 2, 2012, by Resolution 2012-11, the Authority amended and restated that agreement (the "Amended and Restated Agreement") in the maximum payable amount of \$4,363,952.78; and

WHEREAS, on May 2, 2011 the Authority approved by Resolution 2012-11 Work Authorization 1 under the Amended and Restated Agreement in the amount of \$887,287.51; and

WHEREAS, on November 21, 2012, the Authority Amended and Restated by Resolution 2012-37 the professional service agreement with the Consultant to perform plans, specifications and estimates for the revised State Highway 365 (SH 365) project limits from East of McColl Road (Project Station 986+00) to US 281/Military Highway and to revise the DBE/HUB reporting requirements in the amount of \$350,386.28. The Consultants maximum payable amount was revised from \$4,363,952.78 to \$4,714,339.28 and Work Authorization 1 remained in the amount of \$887,287.51; and

WHEREAS, on December 18, 2013, the Authority approved by Resolution 2013-63 Work Authorization Number 2 to the Professional Service Agreement with S&B Infrastructure for final plans, specifications and estimates for the SH 365 Project from McColl Road to US 281/Military Highway in the amount of \$3,611,450.16; and

WHEREAS, on June 23, 2015, the Authority approved Resolution 2015-34 Work Authorization 2 Supplemental 1 to the Professional Service Agreement with S&B Infrastructure to provide irrigation details for the SH365 Project from McColl Road to US 281/Military Highway in the amount of \$100,244.60; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-45 Work Authorization 1 Supplemental 1 to the Professional Service Agreement with S&B Infrastructure for a no-cost time extension for State Highway 365 Segment I Schematics and Route Studies; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-53 Work Authorization 2 Supplemental 2 to the Professional Service Agreement with S&B Infrastructure to provide "I" Road Steel Bridge Design for the State Highway 365 Segment I Project in the amount of \$415,016.03; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-54 Amendment 1 to the Professional Service Agreement with S&B Infrastructure to increase the maximum payable amount for Work Authorization 2 Supplemental 2 in the amount of \$299,599.02 for a revised maximum payable amount of \$ 5,013,998.30; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-83 Work Authorization 1 Supplemental 2 to the Professional Service Agreement with S&B Infrastructure for a no-cost time extension; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-84 Work Authorization 2 Supplemental 3 to the Professional Service Agreement with S&B Infrastructure to provide a no-cost time extension ; and

WHEREAS, on February 23, 2016, the Authority approved by Resolution 2016-16 Work Authorization 2 Supplemental 4 to the Professional Service Agreement with S&B Infrastructure to revise the Plans, Specifications and Estimates to include concrete pavement for the State Highway 365 Segment 1 Project in the amount of \$101,638.21; and

WHEREAS, on February 23, 2016, the Authority approved by Resolution 2016-17 Amendment 2 to the Professional Service Agreement with S&B Infrastructure to increase the maximum payable amount for Work Authorization 2 Supplemental 4 in the amount of \$101,638.21 for a revised maximum payable amount of \$5,115,636.51; and

WHEREAS, on June 28, 2016, the Authority finds it necessary to approve Work Authorization Number 2 – Supplemental Number 5 to the Professional Service Agreement with S&B Infrastructure to revise the final plans, specifications and estimates for Segment 1 of the 365 Tollway Project due to off-system designation and plan set consolidation required by the Texas Department of Transportation. in the amount of \$35,238.42; and

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

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Work Authorization Number 2 – Supplemental Number 5 to the Professional Service Agreement with S&B Infrastructure to revise the final plans, specifications and estimates for Segment 1 of the 365 Tollway Project due to off-system designation and plan set consolidation required by the Texas Department of Transportation. in the amount of \$46, 624.06, extending maximum amount payable to \$5,162,260.57 attached hereto as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Work Authorization Number 2 – Supplemental Number 5 as approved.

\*\*\*\*\*

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 28<sup>th</sup> day of June, 2016, at which meeting a quorum was present.

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S. David Deanda, Jr., Chairman

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Ricardo Perez, Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION 2 SUPPLEMENTAL 5PROFESSIONAL SERVICE  
AGREEMENT WITH S&B INFRASTRUCTURE  
TO  
AMENDED AND RESTATED PROFESSIONAL SERVICE AGREEMENT WITH  
S&B INFRASTRUCTURE

**◆ Contract ◆**

**Hidalgo County  
Regional Mobility Authority  
(HCRMA)(Authority)**

**ENGINEERING / DESIGN SERVICES  
For SH 365 Segment 0031  
From just East of McColl Rd.  
At Approx. STA 986+00  
To US 281 Military Highway**

**Work Atuhorization No. 2 – Supplemental No. 5**

**June 28, 2016**

**S&B Infrastructure, LTD**



SWA No. 5 to WA No. 2

ATTACHMENT D-2

SUPPLEMENTAL WORK AUTHORIZATION NO. 5  
TO WORK AUTHORIZATION NO. 2  
AGREEMENT FOR ENGINEERING SERVICES

**THIS SUPPLEMENTAL WORK AUTHORIZATION** is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for Engineering Design Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and S&B Infrastructure, LTD (the Engineer).

The following terms and conditions of Work Authorization No. 2 are hereby amended as follows:

**Part II:** The maximum amount payable under Part II of Work Authorization No. 2 is increased by \$46,624.06 bringing the revised maximum amount payable to \$4,274,973.06. The Fee Schedule/Budget in Exhibit D of Work Authorization No. 2 is increased by a Supplemental amount of \$46,624.06 to a total maximum amount payable of \$4,274,973.06.

**Part IV:** Work Authorization No. 2 shall now terminate on March 31, 2017.

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

This Supplemental Work Authorization No. 5 shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 2 not hereby amended are to remain in full force and effect.

**IN WITNESS WHEREOF**, this Supplemental Work Authorization 5 is executed in duplicate counterparts and hereby accepted and acknowledged below.

**THE ENGINEER**

**THE AUTHORITY**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)  
Pilar Rodriguez, PE  
\_\_\_\_\_  
(Printed Name)  
Executive Director  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

LIST OF EXHIBITS

- Exhibit B – Services to be provided by the Engineer
- Exhibit D – Fee Schedule/Budget
- Exhibit H-2 – Subprovider Monitoring System Commitment Agreement

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

**MICELLANEOUS ROADWAY**  
(Function Code 163)

Services  
Provided By:  
Engineer HCRMA

- | <u>YES</u> | <u>NO</u> |   |
|------------|-----------|---|
|            |           | 1. MISCELLANEOUS ROADWAY  |
|            |           | a. Additional 95% merged set submittal as per TxDOT request                                     |
|            |           | b. Traffic signs and note changes due to off system designation as per TxDOT                    |
|            |           | c. Weeklong merged construction set walkthrough/review/TCP Value Engineering:                   |
|            |           | i. Monday – Independent review by those individuals of the merged 95% Set (provided by the PMC) |
|            |           | ii. Tuesday – Group Walkthrough of the Plan and Estimate  |
|            |           | iii. Wednesday – TCP Value Engineering (assuring expediency and safety)                         |
|            |           | iv. Thursday – Review at PMC Office   |
|            |           | v. Friday – Review at PMC Office  |

**EXHIBIT D**  
**FEE SCHEDULE/BUDGET**

EXHIBIT D  
 DETAILED FEE SCHEDULE FOR SH 365 PHASE I  
 FROM MCCOLL TO GSA CONNECTOR  
**S B INFRASTRUCTURE, LTD**  
 SWA No. 5 to WA No. 2

MAXIMUM AMOUNT PAYABLE  
 SH 365 PROJECT (CSJ: 3627-01-001)  
 95% COMBINED SUBMITTAL  
 From McColl Rd To US 281 (Military Road)

NO. OF SHEETS	BASIC SERVICES DESCRIPTION	Principal	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineering Tech	Admin/Clerical	Total Labor Hrs.	Task Cost
	FC 163 MISCELLANEOUS ROADWAY									
										\$ -
	95 % COMBINED SET				16	25	60		101	\$ 10,119.62
	TRAFFIC SIGNS AMD NOTES DUE TO OFFSYSTEM DESIGNATION				16	25	60		101	\$ 10,119.62
	PLAN SHEETS REVISIONS FOR COMBINED SET AS PER TxDOT REQUIREMENTS				16	25	60		101	\$ 10,119.62
	WEEKLONG MERGED CONSTRUCTION SET WALKTHRU / REVIEW / TCP VALUE ENG.		40	40						\$ 16,265.20
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
0	<b>GRAND TOTAL</b>	0	40	40	48	75	180	0	383	\$ 46,624.06
	<b>HOURS SUB-TOTALS</b>	0	40	40	48	75	180	0	383	
	LABOR RATE PER HOUR	\$ 290.45	\$ 232.36	\$ 174.27	\$ 124.17	\$ 116.18	\$ 87.14	\$ 55.19		
	DIRECT LABOR COSTS	\$ -	\$ 9,294.40	\$ 6,970.80	\$ 5,960.16	\$ 8,713.50	\$ 15,685.20	\$ -	\$ 46,624.06	
	<b>TOTAL</b>	\$ -	\$ 9,294.40	\$ 6,970.80	\$ 5,960.16	\$ 8,713.50	\$ 15,685.20	\$ -	\$ 46,624.06	
	PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	0.00%	19.93%	14.95%	12.78%	18.69%	33.64%	0.00%	100.00%	
	PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	0.00%	10.44%	10.44%	12.53%	19.58%	47.00%	0.00%	100.00%	
<b>TOTAL DIRECT EXPENSES (FROM BELOW)</b>										\$ -
<b>GRAND TOTAL - INCLUDING DIRECT EXPENSES</b>										\$ 46,624.06
	<b>DIRECT EXPENSES</b>									
	REPRO SHEETS X \$2.00 / SHEET +((75 SHEETS X \$0.25) X4)/ PAPER SHEET - CHECK PLOTS & REVIEW SETS) X (75PAPER SHEETS X 10 SUBMITTAL SETS X \$0.25)									\$ -
	COURIER SERVICES - \$20 / PACKAGE X 10 PACKAGES									\$ -
	MILEAGE 10 TRIP x 30 MI / TRIP @ \$0.565/mile									\$ -
	<b>TOTAL DIRECT EXPENSES</b>									\$ -

**EXHIBIT H-2**

**SUPROVIDER MONITORING SYSTEM COMMITMENT AGREEMENT**

**EXHIBIT H-2**  
**Subprovider Monitoring System Commitment Agreement**

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

Contract #: \_\_\_\_\_ Assigned Goal: 12.2% Prime Provider S&B Infrastructure, LTD

Work Authorization (WA)#: 2 WA Amount: \$3,611,450.16 Date: \_\_\_\_\_

Supplemental Work Authorization (SWA) #: 5 to WA #: 2 SWA Amount: \$46,624.06

**Revised WA Amount:** \$4,274,973.06

<b>Description of Work</b> <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	<b>Dollar Amount</b> <i>(For each category of work or task description shown.)</i>
<b>FC 163 – Miscellaneous Roadway</b>	<b>\$46,624.069</b>
<b>Total Commitment Amount</b> <i>(Including all additional pages.)</i>	<b>\$46,624.69</b>

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

<b>Provider Name: S&amp;B Infrastructure, LTD</b> <b>Address: 5408 North 10<sup>th</sup> Street, McAllen, Texas 78504</b> <b>VID Number:</b> <b>PH: (956) 926-5000; FX: (956) 994-0427</b> <b>Email: <u>dorios@sbinfra.com</u></b>	<b>Name:</b> <u>Daniel O. Rios, P.E.</u> <i>(Please Print)</i> <b>Title:</b> <u>Senior Vice-President</u>  <b>Signature</b> <span style="float:right"><b>Date</b></span>
<b>DBE/HUB Sub Provider</b> <b>Subprovider Name:</b> <b>Address:</b> <b>VID Number:</b> <b>PH: FX:</b> <b>Email:</b>	<b>Name:</b> _____ <i>(Please Print)</i> <b>Title:</b> _____  <b>Signature</b> <span style="float:right"><b>Date</b></span>
<b>Second Tier Sub Provider</b> <b>Subprovider Name:</b> <b>VID Number:</b> <b>Address:</b> <b>Phone #&amp; Fax #:</b> <b>Email:</b>	<b>Name:</b> _____ <i>(Please Print)</i> <b>Title:</b> _____  <b>Signature</b> <span style="float:right"><b>Date</b></span>

**VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).**

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Item 3D

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  3D  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  06/17/16  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  06/28/16  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2016-86 – Approval of Contract Amendment Number 3 to the Professional Service Agreement with S&B Infrastructure to increase the maximum payable amount for Work Authorization Number 3**
  
2. Nature of Request: (Brief Overview) Attachments:   X   Yes    No  
Consideration and Approval of Contract Amendment Number 3 to the Professional Service Agreement with S&B Infrastructure to increase the maximum payable amount for Work Authorization Number 3
  
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
  
4. Budgeted:   x   Yes    No    N/A
  
5. Staff Recommendation: **Motion to approve – Approval of Contract Amendment Number 3 to the Professional Service Agreement with S&B Infrastructure to increase the maximum payable amount for Work Authorization Number 3 to the amount of \$5,162,260.57.**
  
6. Program Manager’s Recommendation:   x   Approved    Disapproved    None
  
7. Planning Committee’s Recommendation:    Approved    Disapproved   X   None
  
8. Board Attorney’s Recommendation:    Approved    Disapproved   X   None
  
9. Chief Auditor’s Recommendation:    Approved    Disapproved   X   None
  
10. Chief Financial Officer’s Recommendation:    Approved    Disapproved   x   None
  
11. Executive Director’s Recommendation:   X   Approved    Disapproved    None



Project: SH365

- CMT Services
- Environmental
- Engineering **S&B Infrastructure**
- Geo-Technical
- Surveying

## CONTRACT AMENDMENT SUMMARY

RESOLUTION 2016-86

Original Contract Amount           **\$ 4,363,953**          

Amendment #   **3**          

Amount   **\$46,624.06**          

### Approved Amendments:

Resolution No.	Description	Amount
2011-08	Original Contract Amount - \$4,363,952.78	
2012-11	Modified Contract - Amount remained same	
2012-37	Amended and Restated Contract - \$350,386.28	\$ 4,714,399.28
2015-54	Amendment 1 - WA2 Sup1 and WA2 Sup2	\$ 299,599.02
2016-17	Amendment 2 - WA2 Sup4	\$ 101,638.21
	<b>Subtotal from Cont. Page</b>	<b>\$ 0.00</b>

Contract Amount **\$ 5,115,636.51**

Proposed Amendment

2016-86 **\$ 46,624.06**

### Goal and Options:

Approval of Contract Amendment Number 3 to the Professional Service Agreement with S&B Infrastructure to increase the maximum payable amount for Work Authorization Number 3 – Supplemental Number 5

**Staff is recommending approval of this request in the amount of \$ 46,624.06 for a Revised Maximum Payable Amount of \$ 5,162,260.57**

Ramon Navarro, Const.

Requested by:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2016-86

**APPROVAL OF CONTRACT AMENDMENT NUMBER 3 TO  
THE PROFESSIONAL SERVICE AGREEMENT WITH S&B  
INFRASTRUCTURE TO INCREASE THE MAXIMUM  
PAYABLE AMOUNT FOR WORK AUTHORIZATION  
NUMBER 3 – SUPPLEMENTAL NUMBER 5**

THIS RESOLUTION is adopted this 28<sup>th</sup> day of June, 2016 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on October 27, 2011, the Authority awarded a professional service agreement for engineering services to S&B Infrastructure (the "Consultant") for design work, including plans, specifications, and estimates, for the Trade Corridor Connector ("SH 365 TCC") and on May 2, 2012, by Resolution 2012-11, the Authority amended and restated that agreement (the "Amended and Restated Agreement") in the maximum payable amount of \$4,363,952.78; and

WHEREAS, on May 2, 2011 the Authority approved by Resolution 2012-11 Work Authorization 1 under the Amended and Restated Agreement in the amount of \$887,287.51; and

WHEREAS, on November 21, 2012, the Authority Amended and Restated by Resolution 2012-37 the professional service agreement with the Consultant to perform plans, specifications and estimates for the revised State Highway 365 (SH 365) project limits from East of McColl Road (Project Station 986+00) to US 281/Military Highway and to revise the DBE/HUB reporting requirements in the amount of \$350,386.28. The Consultants maximum payable amount was revised from \$4,363,952.78 to \$4,714,339.28 and Work Authorization 1 remained in the amount of \$887,287.51; and

WHEREAS, on December 18, 2013, the Authority approved by Resolution 2013-63 Work Authorization Number 2 to the Professional Service Agreement with S&B Infrastructure for final plans, specifications and estimates for the SH 365 Project from McColl Road to US 281/Military Highway in the amount of \$3,611,450.16; and

WHEREAS, on June 23, 2015, the Authority approved Resolution 2015-34 Work Authorization 2 Supplemental 1 to the Professional Service Agreement with S&B Infrastructure to provide irrigation details for the SH365 Project from McColl Road to US 281/Military Highway in the amount of \$100,244.60; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-45 Work Authorization 1 Supplemental 1 to the Professional Service Agreement with S&B Infrastructure for a no-cost time extension for State Highway 365 Segment I Schematics and Route Studies; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-53 Work Authorization 2 Supplemental 2 to the Professional Service Agreement with S&B Infrastructure to provide "I" Road Steel Bridge Design for the State Highway 365 Segment I Project in the amount of \$415,016.03; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-54 Contract Amendment 1 to the Professional Service Agreement with S&B Infrastructure to increase the maximum payable amount for Work Authorization 2 Supplemental 2 in the amount of \$299,599.02 for a revised maximum payable amount of \$ 5,013,998.30; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-83 Work Authorization 1 Supplemental 2 to the Professional Service Agreement with S&B Infrastructure for a no-cost time extension; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-84 Work Authorization 2 Supplemental 3 to the Professional Service Agreement with S&B Infrastructure to provide a no-cost time extension ; and

WHEREAS, on February 23, 2016, the Authority approved by Resolution 2016-16 Work Authorization 2 Supplemental 4 to the Professional Service Agreement with S&B Infrastructure to revise the Plans, Specifications and Estimates to include concrete pavement for the State Highway 365 Segment 1 Project in the amount of \$101,638.21; and

WHEREAS, on February 23, 2016, the Authority approved by Resolution 2016-17 Contract Amendment 2 to the Professional Service Agreement with S&B Infrastructure to increase the maximum payable amount for Work Authorization 2 Supplemental 4 in the amount of \$101,638.21 for a revised maximum payable amount of \$5,115,636.51; and

WHEREAS, the Authority finds it necessary to approve Resolution Contract Amendment 3 to the Professional Service Agreement with S&B Infrastructure to increase the maximum payable amount for Work Authorization 3 Supplemental 5 in the amount of \$35,238.42 for a revised maximum payable amount of \$5,150,874.93; and

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 Resolution 2016-86, approval of Contract Amendment 3 to the Professional Service Agreement with S&B Infrastructure to increase the maximum payable amount for Work Authorization 3 – Supplemental 5 attached hereto as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Contract Amendment 3 to the Professional Service Agreement with S&B Infrastructure to increase the maximum payable to \$5,150,874.93 as approved.

\*\*\*\*\*

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 28<sup>th</sup> day of June, 2016, at which meeting a quorum was present.

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S. David Deanda Jr., Chairman

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Ricardo Perez, Secretary/Treasurer

EXHIBIT A

APPROVAL OF CONTRACT AMENDMENT NUMBER 3 TO THE PROFESSIONAL  
SERVICE AGREEMENT WITH S&B INFRASTRUCTURE TO INCREASE THE  
MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 3 VIA  
SUPPLEMENTAL NUMBER 5

TO

AMENDED AND RESTATED PROFESSIONAL SERVICE AGREEMENT WITH  
S&B INFRASTRUCTURE

**◆ Contract ◆**

**Hidalgo County  
Regional Mobility Authority  
(HCRMA)(Authority)**

**ENGINEERING / DESIGN SERVICES**

**For SH 365 Segment 0031**

**From just East of McColl Rd.**

**At Approx. STA 986+00**

**To US 281 Military Highway**

**Contract Amendment No. 3**

**June 28, 2016**

**S&B Infrastructure, LTD**

**SUPPLEMENTAL AGREEMENT NO. 3**

**SUPPLEMENTAL AGREEMENT NO. 3**  
**TO PROFESSIONAL SERVICES**  
**AGREEMENT FOR ENGINEERING / DESIGN SERVICES**

**THIS SUPPLEMENTAL AGREEMENT NO 3 TO MAIN CONTRACT** is made pursuant to the terms and conditions of “Article III Compensation and Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Engineering Design Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and S&B Infrastructure, LTD (the Engineer).

The following terms and conditions of the Agreement are hereby amended as follows:

**Article III Compensation**

Article III Compensation shall be amended to increase the maximum amount payable under this contract from \$5,115,636.21 to \$5,162,260.57 for a total increase of \$46,624.06 due to additional scope and effort outlined in SWA No. 5 to WA No. 2 for \$46,624.06.

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

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

**THE ENGINEER**

**THE AUTHORITY**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)  
Pilar Rodriguez, P.E.  
\_\_\_\_\_  
(Printed Name)  
Executive Director  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

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Item 3E

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  3E  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  06/20/2016  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  06/28/2016  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2016-87 CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL MOBILITY AUTHORITY AND THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY FOR ADVANCE PROJECT DEVELOPMENT OF FM 1925 (MONTE CRISTO ROAD) FROM I69 CENTRAL TO I69 EAST.**
  
2. Nature of Request: (Brief Overview) Attachments:   X   Yes    No  
  
Consideration and Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and the Hidalgo County Regional Mobility Authority for Advance Project Development of FM 1925 (Monte Cristo Road) from I69 Central to I69 East.
  
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
  
4. Budgeted:    Yes    No   X   N/A
  
5. Staff Recommendation: **Motion to approve Resolution 2016-87 – Approval of an Interlocal Agreement between the Cameron County Regional Mobility Authority and the Hidalgo County Regional Mobility Authority for Advance Project Development of FM 1925 (Monte Cristo Road) from I69 Central to I69 East. presented.**
  
6. Program Manager’s Recommendation:    Approved    Disapproved   X   None
  
7. Planning Committee’s Recommendation:    Approved    Disapproved   X   None
  
8. Board Attorney’s Recommendation:    Approved    Disapproved   X   None
  
9. Chief Auditor’s Recommendation:    Approved    Disapproved   X   None
  
10. Chief Financial Officer’s Recommendation:    Approved    Disapproved   X   None
  
11. Construction Engineer’s Recommendation:   X   Approved    Disapproved    None
  
12. Executive Director’s Recommendation:    Approved    Disapproved   X   None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
BOARD RESOLUTION 2016- 87

**RESOLUTION 2016-87 – APPROVAL OF AN INTERLOCAL  
AGREEMENT BETWEEN THE CAMERON COUNTY REGIONAL  
MOBILITY AUTHORITY AND THE HIDALGO COUNTY  
REGIONAL MOBILITY AUTHORITY FOR ADVANCE PROJECT  
DEVELOPMENT OF FM 1925 (MONTE CRISTO ROAD) FROM I69  
CENTRAL TO I69 EAST**

THIS RESOLUTION is adopted this 28th day of June, 2016 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

WHEREAS, the Texas Department of Transportation (TxDOT) proposes a Public Scoping Meeting for FM1925 to allow the development and enhancement of a major arterial on the proposed project; and

WHEREAS, FM1925 is a proposed four-lane rural divided highway with future mainlanes and overpasses which would connect I69 East on the east side of Hidalgo County with US 281/ IH-69C just north of the Edinburg Airport; and

WHEREAS, it is imperative to continue to update and expand roads in Hidalgo County;  
and

WHEREAS, FM1925 would provide infrastructure improvements for emergency responders as well as serve as an additional hurricane evacuation route; and

WHEREAS, the future of the local economy depends on an additional north/south route in order to transport goods through our region to the rest of the State and Country; and

WHEREAS, commerce and trade are vital to the further development and prosperity of the South Texas economy. The use of South Texas roadways is quickly rising, fueled by the expansion of trade between Texas and Mexico; and

WHEREAS, Hidalgo County continues to be one of the fastest growing counties in the nation. FM1925 would help address the continued population growth, and local and regional traffic growth within Hidalgo County; and

WHEREAS, given the change Hidalgo County is undergoing and on behalf of the Hidalgo County Regional Mobility Authority (HCRMA), the HCRMA recognizes and supports the purpose and need for FM1925 as it is vital to the continued prosperity of Hidalgo County and the Lower Rio Grande Valley Region;

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 of Directors hereby recognize and support the purpose and need for FM1925.

\* \* \*

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 28th day of June, 2016 at which meeting a quorum was present.

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S. David Deanda, Jr., Chairman

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Ricardo Perez, Secretary / Treasurer

# INTERLOCAL AGREEMENT

STATE OF TEXAS                   §  
COUNTY OF HIDALGO           §

This Interlocal Agreement (the “Agreement”) made and entered into effective as of the XX<sup>th</sup> of May, 2016 (the “Effective Date”), by and between the **CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**, a regional mobility authority and political subdivision of the State of Texas operating pursuant to Chapter 370, Texas Transportation Code (hereinafter referred to as “CCRMA”), situated in Cameron County in the Rio Grande Valley of Texas and the **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**, a regional mobility authority and political subdivision of the State of Texas operating pursuant to Chapter 370, Texas Transportation Code (hereinafter referred to as “HCRMA”), situated in Hidalgo County in the Rio Grande Valley of Texas.

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

HCRMA  
Pilar Rodriguez  
Executive Director  
PO Box 1776  
Pharr, Texas 78577

CCRMA  
Pete Sepulveda  
Executive Director  
3461 Carmen Ave.  
Rancho Viejo, Texas 78575

## WITNESSETH:

WHEREAS, Chapter 791 of the Texas Government Code (the “Texas Interlocal Cooperation Act”) provides that a local government may contract with a state agency (defined as a department, board, bureau, commission, court, office, authority, council, or institution of state government) to perform governmental functions or services ; 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 necessary or incidental to its powers and duties including but not limited to the support of an activity required to promote or develop a transportation project ; and

WHEREAS, the CCRMA and the HCRMA share the goal of improving mobility within the regions roadway systems throughout the area; and

WHEREAS, the CCRMA and HCRMA have the authority to plan, design, acquire, construct, maintain, repair or operate a transportation project on behalf of another government entity; and

WHEREAS, Section 370.003 of the Texas Transportation Code defines “transportation project” to include roadway projects listed in the State Implementation Plan, the Unified Transportation

Program, or applicable metropolitan planning organization long-range plan, and improvements in certain transportation reinvestment zones.

WHEREAS, the CCRMA has requested that the HCRMA partner to determine the feasibility of developing a new mobility corridor; and

WHEREAS, the development of the FM1925 [Monte Cristo] highway would improve mobility and quality of life throughout the region; and

WHEREAS, the CCRMA and HCRMA have the professional and technical expertise necessary to prosecute the development of the project, route studies, cost estimates and project financing analysis (the “Advance Project Development Work”) and acquire environmental clearance; and

WHEREAS, the entities shall partner financial resources necessary to provide funding for such work; and

WHEREAS, the HCRMA has performed advance project development work in the vicinity of the proposed corridor as part of the State Highway 68 toll road and previous may be able to provide time and cost savings to the CCRMA; and

WHEREAS, FM 1925 from I-69C (US 281) to I-69E (US 77) has been programmed by the TxDOT Pharr District with Supplemental Development Authority Funds allowing for the Environmental Clearance of the entire project corridor as a regionally significant priority project; and

WHEREAS, through a request by the HCRMA FM 1925 from FM 491 to the eastern Hidalgo County Line has been programmed by the Hidalgo County Metropolitan Transportation Planning Organization with state and federal funds for right-of-way and construction; and

WHEREAS, the Parties have agreed that the prosecution of the development of the project would expedite the delivery of the project to the TxDOT and the region; and

NOW, THEREFORE, the CCRMA 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 Cameron County Regional Mobility Authority and the Hidalgo County Regional Mobility Authority have made and duly executed this Agreement by authorized parties in multiple copies, each of which is an original.

**CAMERON COUNTY REGIONAL MOBILITY AUTHORITY**

\_\_\_\_\_  
Pete Sepulveda, Executive Director

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Valeria Juarez, Administrative Assistant

Approved as to form:

\_\_\_\_\_  
, Attorney - CCRMA

**HIDALGO COUNTY REGIONAL  
MOBILITY AUTHORITY**

\_\_\_\_\_  
S. David Deanda, Jr, Chairman

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Ricardo Perez, Secretary/Treasurer

Approved as to form:

\_\_\_\_\_  
Blakely Fernandez, Board Attorney - HCRMA

## I. DEFINITIONS

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

“**Advance Project Development Work**” means the preparation and submittal of route studies, cost estimates and project financing analysis for the Project, as well as any environmental requirements set forth in the NEPA project development process.

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

“**CCRMA**” means the Cameron County Regional Mobility Authority, a regional mobility authority and political subdivision operating under Chapter 370, Texas Transportation Code.

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

“**Project**” which includes a new mobility corridor, FM1925 from I69E to I69C.

## II. DUTIES OF THE HCRMA

### A. Advance Project Development Costs.

The HCRMA shall participate with half the cost share to advance the project development of the Project. The costs shall include all expenses associated with Advance Project Development Work.

1. The HCRMA will pay an amount not to exceed 50% of all cost associated with environmental clearance associated with the FM 1925, segments 1 and 2.
2. A description of anticipated costs for the environmental clearance for the Projects is attached as Exhibit A. The costs outlined in Exhibit A are estimates only. The actual cost for environmental clearance may vary from the costs estimated herein, but under no circumstances shall the HCRMA pay more than \$ 500,000 or more than 50% of the final cost for the environmental clearance.
3. Funds provided by the HCRMA under this Agreement shall only be used for the environmental clearance of the Project.
4. The HCRMA will review and approve all work authorizations and/or supplemental to professional service agreements issued by the CCRMA for the Project prior to commencement of work or any issuance of a notice to proceed (“NTP”).
5. Should the HCRMA utilize State and or Federal funds for the expenditures authorized under this agreement HCRMA will execute any necessary Advanced Funding Agreements (AFA) necessary to facilitate payment to CCRMA.

### **III. DUTIES OF CCRMA**

#### **A. Performance of Services**

Subject to the terms of this Agreement, the CCRMA shall supervise the performance of services related to the Advance Project Development Work of the Project, including related legal and project management services. To the extent the CRCMA procures professional services for Advance Project Development Work, the CCRMA agrees to abide by all state and federal procurement guidelines for such services.

#### **B. Audit**

The CCRMA 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 professional services provided to the CCRMA by its consultant(s) for the Advance Project Development Work.

#### **E. Public Information Requests**

At the request of the HCRMA, the CCRMA 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.

### **IV. TERM AND TERMINATION**

The term of this Agreement shall be for five (5) years and shall commence upon the execution of the Agreement. Either party may terminate this agreement by providing a thirty (30) day written notice to the other party. Upon termination, the HCRMA agrees to pay all costs of work performed through the termination date.

### **V. MISCELLANEOUS**

#### **A. Other Expenses or Services.**

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

The recitals set forth at the beginning of this Agreement are incorporated for all purposes and are found to be true and correct. It is further found and determined that the CCRMA and the HCRMA have authorized and approved this Agreement by resolutions adopted by their respective bodies and this Agreement will be in full force and effect on its Effective Date.

E. Applicable Laws.

This Agreement is subject to all laws of the State of Texas, all Charter and Ordinances of the CCRMA and HCRMA, 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. The parties anticipate that the CCRMA will subcontract out all or part of the work required to satisfy the terms of this Agreement.

G. Parties in Interest.

This Contract shall not bestow any rights upon any third party, but rather shall bind and benefit the CCRMA 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. Annual Budget Appropriations.

This agreement is subject to an annual budget appropriation by the HCRMA. The HCRMA agrees only to authorize NTP's for Project services that have been duly funded. In the event the funds for this agreement are not appropriated, the HCRMA is under no obligation to continue funding work not contractually encumbered by the CCRMA for the HCRMA.

L. MEDIATION.

Should any dispute between the CCRMA and the HCRMA related to this Agreement arise, which cannot be resolved by the parties, the parties agree to resolve such dispute through mediation by a mutually acceptable mediator or mediation service. The parties to the mediation shall bear the mediation costs equally.

**EXHIBIT A**

**ESTIMATE OF COST  
FOR  
ADVANCE PROJECT DEVELOPMENT  
FOR  
FM1925 Mobility Corridor from I69C to I69E**

**Environmental cost=\$1,000,000 (assuming EA)**

**Detailed breakdown forthcoming**



Item 3F

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  3F  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  06/20/16  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  06/28/16  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2016-88 AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY JUNIOR LIEN REVENUE BOND, TAXABLE SERIES 2016 (THE "SIB BOND"); APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE MASTER TRUST INDENTURE; APPROVING AND AUTHORIZING THE TERMS AND CONDITIONS OF A LOAN AGREEMENT AND THE EXECUTION AND DELIVERY OF SUCH LOAN AGREEMENT AND THE FORM OF THE SIB BOND; AUTHORIZING THE EXECUTION AND DELIVERY OF ALL DOCUMENTS, CERTIFICATES, AGREEMENTS, CLOSING INSTRUCTIONS, AND INSTRUMENTS NECESSARY OR DESIRABLE TO BE EXECUTED AND DELIVERED IN CONNECTION WITH THE FOREGOING AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT.**
  
2. Nature of Request: (Brief Overview) Attachments:  Yes  No  
  
Consideration and Approval of Resolution to authorize issuance, sale and delivery of junior lien revenue bond, as required by TXDoT as part of the SIB loan Agreement.
  
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
  
4. Budgeted:  Yes  No  N/A
  
5. Staff Recommendation: **Motion to approve Resolution 2016-88 Authorizing the Issuance, Sale and Delivery of Hidalgo County Regional Mobility Authority Junior Lien Revenue Bond, Taxable Series 2016 (the "SIB Bond"); Approving and Authorizing the Execution and Delivery of the Master Trust Indenture; Approving and Authorizing the terms and conditions of a loan agreement and the Execution and delivery of such loan agreement and the form of the SIB Bond; Authorizing the execution and delivery of all documents, certificates, agreements, closing instructions, and instruments necessary or desirable to be executed and delivered in connection with the foregoing and enacting other provisions relating to the subject as presented.**
  
6. Program Manager's Recommendation:  Approved  Disapproved  None
  
7. Planning Committee's Recommendation:  Approved  Disapproved  None
  
8. Board Attorney's Recommendation:  Approved  Disapproved  None
  
9. Chief Auditor's Recommendation:  Approved  Disapproved  None
  
10. Chief Financial Officer's Recommendation:  Approved  Disapproved  None
  
11. Chief Construction Engineer's Recommendation:  Approved  Disapproved  None
  
12. Executive Director's Recommendation:  Approved  Disapproved  None

BRACEWELL

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Suite 1500  
San Antonio, Texas  
78205-3723

June 15, 2016

By E-mail

Mr. Pilar Rodriguez, PE  
Executive Director  
Hidalgo County Regional Mobility Authority  
118 S. Cage Boulevard, 4<sup>th</sup> Floor  
Pharr, Texas 78577

Re: Hidalgo County Regional Mobility Authority Junior Lien Revenue Bond,  
Taxable Series 2016

Dear Mr. Rodriguez:

I enclose, as Exhibit A to this letter, the agenda item to be utilized in preparing the agenda for the Tuesday, June 28, 2016, regular meeting of the Board of Directors. Thank you for ensuring that this agenda item is posted in accordance with the provisions of the Texas Open Meetings Act. I also enclose, as Exhibit B, a suggested form of the motion to approve this item. Finally, I am providing draft copies of the Resolution, Master Trust Indenture and Second Supplemental Trust Indenture for inclusion in the agenda packets. Please send me any comments at your earliest convenience.

I have also enclosed Exhibit A and Exhibit B in Word format for your convenience.

Thank you, in advance, for your prompt attention to this matter. If I can provide any additional assistance concerning this matter, please do not hesitate to contact me.

Very truly yours,

Bracewell LLP

  
Carey R. Troell

Attachments

CRT/scb

Enclosures

cc: Ramon Navarro (Hidalgo County Regional Mobility Authority)

# BRACEWELL

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Mr. Pilar Rodriguez  
June 15, 2016  
Page 2

Celia Gaona (Hidalgo County Regional Mobility Authority)  
Louis Jones (Dannenbaum)  
Eric Davila (Dannenbaum)  
Richard Ramirez (Hilltop Securities Inc.)  
Tian Peterman (Hilltop Securities Inc.)  
Sara Bedford (Hilltop Securities Inc.)  
Barron Wallace (Firm)  
Blakely Fernandez (Firm)  
Victoria Ozimek (Firm)

**EXHIBIT A**

CONSIDERATION AND ADOPTION OF A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY JUNIOR LIEN REVENUE BOND, TAXABLE SERIES 2016 (THE "SIB BOND"); APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE MASTER TRUST INDENTURE AND THE SECOND SUPPLEMENTAL TRUST INDENTURE; APPROVING AND AUTHORIZING THE TERMS AND CONDITIONS OF A LOAN AGREEMENT AND THE EXECUTION AND DELIVERY OF SUCH LOAN AGREEMENT AND THE FORM OF THE SIB BOND; AUTHORIZING THE EXECUTION AND DELIVERY OF ANY AND ALL DOCUMENTS, CERTIFICATES, AGREEMENTS, CLOSING INSTRUCTIONS, AND INSTRUMENTS NECESSARY OR DESIRABLE TO BE EXECUTED AND DELIVERED IN CONNECTION WITH THE FOREGOING AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

**EXHIBIT B**

A MOTION BY DIRECTOR \_\_\_\_\_ AND SECONDED BY  
DIRECTOR \_\_\_\_\_ THAT THE BOARD OF DIRECTORS  
ADOPT A RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND  
DELIVERY OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
JUNIOR LIEN REVENUE BOND, TAXABLE SERIES 2016

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

RESOLUTION NO. 2016-88

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY JUNIOR LIEN REVENUE BOND, TAXABLE SERIES 2016 (THE "SIB BOND"); APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE MASTER TRUST INDENTURE AND THE SECOND SUPPLEMENTAL TRUST INDENTURE; APPROVING AND AUTHORIZING THE TERMS AND CONDITIONS OF A LOAN AGREEMENT AND THE EXECUTION AND DELIVERY OF SUCH LOAN AGREEMENT AND THE FORM OF THE SIB BOND; AUTHORIZING THE EXECUTION AND DELIVERY OF ANY AND ALL DOCUMENTS, CERTIFICATES, AGREEMENTS, CLOSING INSTRUCTIONS, AND INSTRUMENTS NECESSARY OR DESIRABLE TO BE EXECUTED AND DELIVERED IN CONNECTION WITH THE FOREGOING AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority") has been created and organized pursuant to and in accordance with the provisions of Chapter 361, Texas Transportation Code, and operates pursuant to the Constitution and laws of the State, including, particularly, Chapter 370, Texas Transportation Code (the "Act"), for the purposes of constructing, maintaining and operating transportation projects, including turnpike projects, in Hidalgo County, Texas; and

WHEREAS, pursuant to the Act, the Authority is authorized to: (i) study, evaluate, design, finance, acquire, construct, maintain, repair and operate transportation projects (as defined in the Act), individually or as a system (as defined in the Act); (ii) issue bonds, certificates, notes or other obligations payable from the revenues of a transportation project or system, including tolls, fees, fares or other charges, to pay all or part of the cost of a transportation project and to refund any bonds previously issued for a transportation project; and (iii) impose tolls, fees, fares or other charges for the use of each of its transportation projects and the different parts or sections of each of its transportation projects; and

WHEREAS, pursuant to the Act and other applicable laws, the Authority is authorized to issue revenue bonds, notes, certificates or other obligations for the purposes of (i) financing all or a portion of the cost of the acquisition, construction, improvement, extension or expansion of one or more turnpike projects (as defined in the Act), (ii) refunding, defeasing and redeeming any such obligations previously issued by the Authority and (iii) paying the expenses of issuing such revenue bonds, notes, certificates or other obligations; and

WHEREAS, the Board of Directors (the "Board") of the Authority desires to authorize the execution and delivery of that certain Master Trust Indenture (the "Master Indenture"), between the Authority and Wilmington Trust, National Association, as trustee (the "Trustee"), to provide for the issuance from time to time by the Authority of one or more series of its revenue obligations (collectively, the "Obligations"); and

WHEREAS, Sections 3.1, 3.2, and 10.2 of the Master Indenture authorize the Authority and the Trustee to execute and deliver supplemental indentures authorizing the issuance of Obligations, including Junior Lien Obligations, and to include in such supplemental indentures the terms of such Junior Lien Obligations and any other matters and things relative to the issuance of such Obligations which are not inconsistent with or in conflict with the Indenture, to add to the covenants of the Authority, and to pledge other moneys, securities or funds as part of the Trust Estate; and

WHEREAS, pursuant to the Act and the Master Indenture, the Board has determined to issue its Junior Lien Revenue Bond, Taxable Series 2016 (the "SIB Bond") pursuant to a second supplemental trust indenture (including the exhibits thereto and incorporated therein) (the "Second Supplemental Indenture"), dated as of July 1, 2016, by and between the Trustee and the Authority, for the purposes specified herein, all under and in accordance with the Constitution and the laws of the State; and

WHEREAS, in connection with the issuance and delivery of the SIB Bond, the Board further desires to authorize the execution and delivery of a State Infrastructure Bank Loan Agreement (the "SIB Loan Agreement"), between the Authority and TxDOT, in substantially the form attached as Exhibit A to the Second Supplemental Indenture; and

WHEREAS, the Board has been presented with and examined the Master Indenture and the Second Supplemental Indenture and the Board finds that such documents are satisfactory and the recitals and findings contained therein are true, correct and complete, and hereby adopts and incorporates by reference such recitals and findings as if set forth in full in this Resolution, and finds that it is in the best interest of the public and the Authority to issue the SIB Bond and to authorize the execution and delivery of such documents; and

WHEREAS, the Board desires to (1) authorize the execution and delivery of the Master Indenture, the Second Supplemental Indenture, the SIB Loan Agreement and such certificates, agreements, instruction letters and other instruments as may be necessary or desirable in connection therewith and (2) provide for the issuance of and the pledge and security for the SIB Bond and set forth the terms and provisions relating to the SIB Bond, all in accordance with the requirements of the Act, the Master Indenture and the Second Supplemental Indenture; and

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

## ARTICLE I

### FINDINGS AND DETERMINATIONS

Section 1.1. Findings and Determinations. (a) The findings and determinations set forth in the preamble hereof are hereby incorporated herein for all purposes as though such findings and determinations were set forth in full herein. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Master Indenture and the Second Supplemental Indenture.

(b) It is officially found, determined and declared that the meeting at which this Resolution has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Resolution was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended.

(c) The Board hereby finds and determines that the issuance of the SIB Bond is in the best interest of the Authority.

## ARTICLE II

### APPROVAL OF MASTER INDENTURE; SECOND SUPPLEMENTAL INDENTURE; SIB LOAN AGREEMENT

Section 2.1. Approval of Master Indenture. The Authority hereby authorizes and approves the Master Indenture in accordance with this Resolution and the Act.

Section 2.2. Approval of the Second Supplemental Indenture. The Authority hereby authorizes and approves the Second Supplemental Indenture in accordance with the terms of this Resolution, the Master Indenture, and the Act.

Section 2.3. Approval and Execution of SIB Loan Agreement. The Authority hereby authorizes and approves the terms and provisions of the SIB Loan Agreement, in the form attached as Exhibit A to the Second Supplemental Indenture.

## ARTICLE III

### APPROVAL OF ISSUANCE AND DELIVERY OF THE SIB BOND

Section 3.1. Approval of Issuance, Execution and Delivery of the SIB Bond. The Authority hereby authorizes the issuance, execution and delivery of the SIB Bond to TxDOT in the aggregate principal amount deliverable in installments, bearing interest at the rates, and with the terms and provisions set forth in the Second Supplemental Indenture and the SIB Loan Agreement.

Section 3.2. Sale on Best Terms Available. The prices, interest rates and other terms and provisions of the SIB Bond, as negotiated by the Authority, are the best terms reasonably available and advantageous to the Authority.

## ARTICLE IV

### USE AND APPLICATION OF PROCEEDS; APPROVAL OF AUTHORIZED REPRESENTATIVE; LETTERS OF INSTRUCTION; POWER TO REVISE DOCUMENTS

Section 4.1. Use and Application of Proceeds; Letters of Instruction. The proceeds from the sale of the SIB Bond shall be used for the purposes set forth in and in accordance with the terms and provisions of the Second Supplemental Indenture. The deposit and application of the proceeds from the sale of the SIB Bond shall be set forth in Letters of Instruction of the Authority executed by the Authorized Representative.

Section 4.2. Appointment of Authorized Representative. The Board hereby appoints the Chairman of the Board, the Executive Director of the Authority and the Chief Financial Officer of the Authority, severally and each of them, to act as an authorized representative (the “Authorized Representative”) on behalf of the Board and to perform all acts authorized and required of an Authorized Representative set forth in this Resolution, the Master Indenture and the Second Supplemental Indenture.

Section 4.3. Execution and Delivery of Other Documents. The Authorized Representative is hereby authorized and directed to execute and deliver from time to time and on an ongoing basis such other documents, including agreements, assignments, certificates, instruments, releases, financing statements, written requests, and letters of instruction, whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution and to comply with the requirements of the Master Indenture, the Second Supplemental Indenture, and the SIB Loan Agreement.

Section 4.4. Power to Revise Form of Documents. Notwithstanding any other provision of this Resolution, the Authorized Representative is hereby authorized to make or approve such revisions in the form of the documents presented at this meeting and any other document, certificate or agreement pertaining to the issuance and delivery of the SIB Bond in accordance with the terms of the Master Indenture and the Second Supplemental Indenture as, in the judgment of such person, may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution, such approval to be evidenced by the execution thereof.

## ARTICLE V

### APPROVAL AND RATIFICATION OF CERTAIN ACTIONS

Section 5.1. Approval of Submission to the Attorney General of Texas. The Authority’s Bond Counsel is hereby authorized and directed to submit to the Attorney General, for his approval, transcripts of the legal proceedings relating to the issuance, sale and delivery of the SIB Bond as required by law, and to the Comptroller of Public Accounts of the State of Texas (the “Comptroller”) for registration. In connection with the submission of the record of proceedings for the SIB Bond to the Attorney General of the State of Texas for examination and approval of such SIB Bond, the Authorized Representative is hereby authorized and directed to issue one or more checks of the Authority payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code. The Initial SIB Bond shall be delivered to the Trustee for delivery to TxDOT. Upon satisfaction of the requirements for closing in the Second Supplemental Indenture, the Authorized Representative shall deliver to the Trustee a letter of instructions relating to the delivery of such SIB Bond and the Trustee shall deliver the SIB Bond as instructed therein.

Section 5.2. Certification of the Minutes and Records. The Secretary and any Assistant Secretary of the Board are each hereby severally authorized to certify and authenticate minutes and other records on behalf of the Authority for the issuance of the SIB Bond and for all other Authority activities.

Section 5.3. Ratifying Other Actions. All other actions taken or to be taken by the Authorized Representative and the Authority's staff in connection with the issuance of the SIB Bond are hereby approved, ratified and confirmed.

Section 5.4. Authority to Invest Funds. The Authorized Representative is authorized to undertake all appropriate actions and to execute such documents, agreements or instruments as they deem necessary or desirable under the Master Indenture, the Second Supplemental Indenture with respect to the investment of proceeds of the SIB Bond and other funds of the Authority.

## ARTICLE VI

### GENERAL PROVISIONS

Section 6.1. Changes to Resolution. The Authorized Representative is hereby authorized to make such changes to the text of this Resolution as may be necessary or desirable to carry out the purposes hereof or to comply with the requirements of the Attorney General of Texas in connection with the issuance of the SIB Bond herein authorized.

Section 6.2. Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

\*\*\*\*\*

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING, duly posted and noticed, on the 28<sup>th</sup> day of June, 2016, at which meeting a quorum was present.

---

S. David Deanda Jr., Chairman

Attest:

---

Ricardo Perez, Secretary/Treasurer

---

SECOND SUPPLEMENTAL TRUST INDENTURE

BETWEEN

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AND

WILMINGTON TRUST, NATIONAL ASSOCIATION, TRUSTEE

AUTHORIZING

JUNIOR LIEN REVENUE BOND,  
TAXABLE SERIES 2016

Dated as of July 1, 2016

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Exhibit A – SIB Loan Agreement

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## SECOND SUPPLEMENTAL TRUST INDENTURE

THIS SECOND SUPPLEMENTAL TRUST INDENTURE, dated as of July 1, 2016 (this “Supplemental Indenture”), is made by and between the HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (together with any successor to its rights, duties, and obligations hereunder, the “Authority”), a body politic and corporate and a political subdivision of the State of Texas (the “State”) duly created, organized and existing under the laws of the State, and WILMINGTON TRUST, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, as trustee (together with any successor trustee hereunder, the “Trustee”).

### RECITALS

WHEREAS, the Authority has been created and organized pursuant to and in accordance with the provisions of Chapter 361, Texas Transportation Code, and operates pursuant to the Constitution and laws of the State, including, particularly, Chapter 370, Texas Transportation Code, as amended (the “Act”), for the purposes of constructing, maintaining and operating transportation projects in Hidalgo County, Texas; and

WHEREAS, pursuant to the Act and other applicable laws, the Authority is authorized to: (i) study, evaluate, design, finance, acquire, construct, maintain, repair and operate transportation projects (as defined in the Act), individually or as a system (as defined in the Act); and (ii) issue bonds, certificates, notes or other obligations payable from the revenues of a transportation project or system, including tolls, fees, fares or other charges, to pay all or part of the cost of a transportation project and to refund any bonds previously issued for a transportation project; and (iii) impose tolls, fees, fares or other charges for the use of each of its transportation projects and the different parts or sections of each of its transportation projects; and

WHEREAS, pursuant to the Act and other applicable laws, the Authority is authorized to issue revenue bonds, notes, certificates or other obligations as hereinafter provided, and to enter into this Supplemental Indenture for the purposes provided herein; and

WHEREAS, the Authority and the Trustee have executed and delivered that certain Master Trust Indenture, dated as of July 1, 2016 (the “Master Indenture”), providing for the issuance from time to time by the Authority of one or more series of its revenue obligations (collectively, the “Obligations”); and

WHEREAS, Section 10.1 of the Master Indenture authorizes the Authority and the Trustee to execute and deliver a supplemental indenture, authorizing Obligations of a Series, to include any other matters and things relative to such Obligations which are not inconsistent with or contrary to the Master Indenture, to add to the covenants of the Authority, and to pledge other moneys, securities or funds as part of the Trust Estate; and

WHEREAS, in addition to any Obligations issued or to be issued by the Authority under the terms and provisions of the Master Indenture, the Authority has previously issued and there is currently outstanding its Senior Lien Vehicle Registration Fee Revenue and Refunding Bonds, Series 2013 and the Authority is authorized to issue additional Senior Lien Vehicle Registration

Fee Revenue Bonds from time to time (collectively, the “VRF Bonds”) subject to the terms and conditions of this Supplemental Indenture and the SIB Loan Agreement; and

WHEREAS, pursuant to the indenture of trust authorizing the issuance of the VRF Bonds, the Authority assesses and collects an optional county vehicle registration fee for transportation projects pursuant to Section 502.402, Texas Transportation Code, as amended, which has been pledged as security and repayment of the VRF Bonds with any excess amounts of such optional county vehicle registration fees (the “Surplus Vehicle Registration Fees”), after satisfaction of all amounts required to be deposited into the funds and accounts created and held for the security of the VRF Bonds, becoming surplus funds which the Authority may use for any lawful purpose of the Authority; and

WHEREAS, the Authority has determined to issue its Junior Lien Revenue Bond, Taxable Series 2016 (the “SIB Bond”), pursuant to the Master Indenture and this Supplemental Indenture in the amount and for the purposes specified herein; and

WHEREAS, the Authority has determined to use the Surplus Vehicle Registration Fees as a source of funds of the Supplemental Security of the Master Indenture for the security and repayment of the SIB Bond; and

WHEREAS, pursuant to the authority granted in the Act and other applicable laws, the Authority has determined to enter into the SIB Loan Agreement (as defined herein) for the purpose of financing a portion of the Project Costs (as defined in the SIB Loan Agreement) of the Project (defined herein); and

WHEREAS, pursuant to the authority granted in the Act, the Authority has determined to authorize the issuance of the SIB Bond to evidence the obligation under the SIB Loan Agreement as a Junior Lien Obligation; and

WHEREAS, the execution and delivery of this Supplemental Indenture and the SIB Loan Agreement and the issuance of the SIB Bond have been in all respects duly and validly authorized by the Bond Resolution; and

WHEREAS, the Trustee has accepted the trusts created by the Master Indenture and this Supplemental Indenture and in evidence thereof has joined in the execution and delivery hereof; and

WHEREAS, except as provided herein, all acts and conditions and things required by the laws of the State to happen, exist and be performed precedent to execution and delivery of this Supplemental Indenture have happened, exist and have been performed as so required in order to make the Indenture, as supplemented by this Supplemental Indenture, a valid, binding and legal instrument for the security of the SIB Bond and a valid and binding agreement in accordance with its terms;

NOW, THEREFORE, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the SIB Bond by the holder thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the further purpose of fixing and declaring the terms and conditions upon

which the SIB Bond is to be issued, authenticated, delivered and accepted by the Holder thereof, the Authority and the Trustee do hereby mutually covenant and agree, for the equal and proportionate benefit of the respective Holders from time to time of the Obligations, including the SIB Bond, as follows:

## **ARTICLE I**

### **DEFINITIONS AND STATUTORY AUTHORITY**

Section 1.1. Supplemental Indenture. This Supplemental Indenture is supplemental to the Master Indenture and is adopted in accordance with Article III and Article X of the Master Indenture.

Section 1.2. Definitions.

Unless the context shall require otherwise, all defined terms contained in the Master Indenture and the SIB Loan Agreement shall have the same meanings in this Supplemental Indenture as such defined terms are given in Section 1.1 of the Master Indenture and in the SIB Loan Agreement, as applicable.

As used in this Supplemental Indenture, unless the context shall otherwise require, the following terms shall have the following respective meanings:

“2016 Senior Lien Bonds” shall mean the Authority’s Senior Lien Bonds, Series 2016, to be issued in 2016.

“Account” or “Accounts” shall mean any one or more, as the case may be, of the separate special trust accounts or subaccounts pertaining to the Series 2016 Bond created and established in this Supplemental Indenture and herein established and made applicable to the SIB Bond.

“Additional Annual VRF Transfer” shall mean the amount necessary, with all other Revenues collected in any Fiscal Year, to meet the Rate Covenant of Section 5.2(a)(2) of the Master Indenture in such Fiscal Year.

“Authorized Representative” shall mean the Chairman of the Board of Directors of the Authority, the Executive Director of the Authority and the Chief Financial Officer of the Authority, severally and each of them, as provided in the Bond Resolution.

“Bond Form” shall mean the substantially final form of the SIB Bond attached as Exhibit D to the SIB Loan Agreement.

“Bond Resolution” shall mean Resolution No. \_\_\_\_\_, adopted by the Board of Directors of the Authority on June 28, 2016.

“Designated Payment/Transfer Office” shall mean, initially, the office of the Trustee located in Dallas, Texas, or such other office designated by the Trustee from time to time as the place of payment and transfer of registration of ownership of the SIB Bond.

“First Supplement” shall mean the First Supplemental Trust Indenture to be entered into by the Authority at a later date providing for the issuance of the Series 2016 Senior Lien Bond.

“Engineering Report” shall mean the Engineering Report as described in the SIB Loan Agreement.

“Indenture” shall mean the Master Indenture, as supplemented by this Second Supplemental Trust Indenture, each dated as of July 1, 2016, each between the Authority and the Trustee, and the First Supplement when and if entered into by the Authority.

“Initial SIB Bond” shall mean the Initial SIB Bond as described in Section 2.4 hereof registered in the name of and held by TxDOT.

“Interest Payment Date” shall mean, with respect to the SIB Bond, those dates on which interest is payable pursuant to the SIB Loan Agreement.

“Issuance Date” shall mean the date of initial issuance and delivery of the SIB Bond to the Texas Department of Transportation, or its designee.

“Master Indenture” shall mean the Master Trust Indenture, dated as of July 1, 2016, between the Authority and the Trustee, without regard to supplements and amendments thereto.

“Project” shall mean the Project Segments 1 and 2 and Project Segment 3.

“Project Segments 1 and 2” shall mean the construction of toll road improvements from FM 396 (Anzalduas Highway) to US 281 (Military Highway), as fully described in the Project Engineering Report.

“Project Segment 3” shall mean the construction of non-toll road improvements from Spur 29 (S Veterans Drive) to US 281 (Military Highway) below the San Juan overpass, which constitutes the Border Safety Inspection Facility Connector, as fully described in the Project Engineering Report.

“Purchase Commitment” shall mean the Purchase Commitment between the Authority and TxDOT providing for the purchase of the SIB Bond by TxDOT.

“Record Date” shall mean, with respect to the SIB Bond, the fifteenth (15<sup>th</sup>) calendar day of the month preceding each Interest Payment Date.

“Scheduled Annual VRF Transfer” shall mean the amount of Surplus Vehicle Registration Fees that shall be deposited into the SIB Debt Service Account in accordance with Section 3.3 hereof in the amounts provided in Schedule I of the SIB Loan Agreement.

“Series 2016 Bonds” shall mean, collectively, the 2016 Senior Lien Bonds and the 2016 SIB Bonds.

“SIB Bond” shall mean the Authority’s Junior Lien Revenue Bond, Taxable Series 2016 authorized pursuant to this Supplemental Indenture and the SIB Loan Agreement.

“SIB Debt Service Account” shall mean the “Debt Service Account 2016 SIB Junior Lien” established as part of the Junior Lien Debt Service Fund pursuant to Section 3.3.

“SIB Loan Agreement” shall have the meaning given to such term in Section 2.1 of this Supplemental Indenture.

“SIB Project Account” shall mean the “Project Account 2016 SIB Junior Lien” established as part of the Construction Fund pursuant to Section 3.1 hereof.

“SIB Project Subaccount” shall mean the “Project Subaccount 2016 SIB Junior Lien” established pursuant to Section 3.2 hereof as part of the SIB Project Account.

“Special Payment Date” shall mean the date that is fifteen (15) days after the Special Record Date.

“Special Record Date” shall mean the new record date for interest payment established in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter.

“Stated Maturity” shall mean the date on which a SIB Bond is scheduled to mature as provided in Article II.

“Supplemental Indenture” shall mean this Second Supplemental Trust Indenture by and between the Authority and the Trustee, dated as of the date first above written, together with any amendments hereto.

“Surplus Vehicle Registration Fees” shall mean any monthly surplus optional county vehicle registration fees for transportation projects assessed and collected pursuant to Section 502.402, Texas Transportation Code, as amended, remaining after the payment of all amounts required under the funds and account created for the security and repayment of the Authority’s Senior Lien Vehicle Registration Fee Revenue and Refunding Bonds as may be issued from time to time which the Authority appropriates as Supplemental Security.

“TxDOT” shall mean the Texas Department of Transportation.

Section 1.3. Authority for This Supplemental Indenture. This Supplemental Indenture is adopted pursuant to the provisions of the Act and the Master Indenture, particularly Section 10.2(a) thereof.

Section 1.4. Rules of Construction.

(a) For all purposes of this Supplemental Indenture unless the context requires otherwise, all references to designated Articles, Sections and other subdivisions are to the articles, sections and other subdivisions of this Supplemental Indenture.

(b) Except where the context otherwise requires, terms defined in this Supplemental Indenture to impart the singular number shall be considered to include the plural number and vice versa.

(c) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa.

(d) This Supplemental Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Supplemental Indenture and the Master Indenture which it supplements.

Section 1.5. Interpretation. The Table of Contents, titles and headings of the Articles and Sections of this Supplemental Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms of provisions hereof.

Section 1.6. Indenture to Remain in Force. Except as otherwise explicitly provided in this Supplemental Indenture, the Indenture shall be in full force and effect and govern the SIB Loan Agreement and the SIB Bond, it being the express intention of the parties that this Supplemental Indenture supplements the Master Indenture by providing the terms and provisions related to the SIB Loan Agreement and authorizes the issuance of the SIB Bond to evidence the obligation under the SIB Loan Agreement as a Junior Lien Obligation.

Section 1.7. Successors and Assigns. All covenants and agreements in this Supplemental Indenture by the Authority and the Trustee shall bind their respective successors and assigns, whether so expressed or not.

Section 1.8. Separability Clause. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1.9. Benefits of Supplemental Indenture. Nothing in this Supplemental Indenture or in the SIB Bond, express or implied, shall give to any Person, other than the parties hereto, their successors hereunder, and the Holder of SIB Bond any benefit or any legal or equitable right, remedy or claim under this Supplemental Indenture.

Section 1.10. Governing Law. This Supplemental Indenture shall be construed in accordance with and governed by the laws of the State.

Section 1.11. Miscellaneous. Every “request,” “order,” “demand,” “application,” “notice,” “statement,” “certificate,” “consent,” “instruction,” or similar action hereunder shall, unless the form thereof is specifically provided herein, be in writing, and in the case of the Authority signed by an Authorized Representative of the Authority or in the case of any other Person signed by its President or Vice President, or other officer serving in similar capacities specifically authorized to execute such writing on behalf of any other Person, as the case may be.

## ARTICLE II

### AUTHORIZATION AND TERMS OF SIB BOND

Section 2.1. Authorization, Original Principal Amount, Designation, and Series.

(a) The SIB Bond is designated as a Junior Lien Obligation, a Current Interest Bonds, and a Long-Term Obligation under the Master Indenture.

(b) The Authority hereby approves the terms and provisions of the State Highway Infrastructure Bank Loan Agreement (the “SIB Loan Agreement”) substantially in the form and substance in Exhibit A to this Supplemental Indenture. To evidence the obligation under the SIB Loan Agreement, the SIB Bond is hereby authorized to be issued pursuant to and in accordance with the provisions of the Bond Resolution, the Master Indenture, this Supplemental Indenture, the Act and the SIB Loan Agreement. The SIB Bond is hereby authorized to be issued in the maximum principal amount set forth in the SIB Loan Agreement. The terms of the SIB Bond shall be as set forth in the Master Indenture, this Supplemental Indenture, the SIB Loan Agreement and the Bond Form. All terms and provisions of the SIB Loan Agreement shall be deemed to be incorporated into and shall become a part of this Supplemental Indenture.

(c) The SIB Bond (i) may and shall be prepaid or redeemed prior to the respective payment dates, (ii) may be assigned and transferred, (iii) may be exchanged, (iv) shall be designated and have the characteristics, (v) shall be signed and sealed, and (vi) the principal amount and redemption price and interest on the SIB Bond shall be payable, all as provided, and in the manner required or indicated, in this Supplemental Indenture, the SIB Loan Agreement, and the Bond Form

#### Section 2.2. Purposes.

The SIB Bond is issued in accordance with Section 3.2(a) of the Master Indenture for the purpose of providing funds to (a) pay a portion of the Costs of the Project; and (b) pay certain costs of issuance for the SIB Bond, all under and in accordance with the Constitution and the laws of the State.

#### Section 2.3. Pledge; Limited Obligation.

(a) The SIB Bond shall be a limited obligation of the Authority constituting a Junior Lien Obligation payable from and secured by a lien on, pledge of and security interest in the Trust Estate, which lien and pledge are junior and subordinate to the Senior Lien Obligations and superior to any Subordinate Lien Obligations; provided, that the pledge of certain funds and accounts to the SIB Bond shall be as provided in this Supplemental Indenture. The SIB Bond, as a Junior Lien Obligation, shall constitute a valid claim of the Holder thereof against the Trust Estate, which is pledged to secure the payment of the principal of, redemption premium, if any, and interest on the SIB Bond. The SIB Bond shall not constitute a general obligation of the Authority and under no circumstances shall the SIB Bond be payable from, nor shall the Holder thereof have any rightful claim to, any income, revenues, funds or assets of the Authority other than those pledged hereunder and under the Master Indenture as security for the payment of the Junior Lien Obligations.

(b) The SIB Bond shall be additionally payable from and secured by a lien on, pledge of and security interest in the Scheduled Annual VRF Transfer. The SIB Bond shall constitute a valid claim of the Holder thereof against the Scheduled Annual VRF Transfer, which is pledged

to secure the payment of the principal of, redemption premium, if any, and interest on the SIB Bond.

(c) Additionally, the SIB Bonds may be payable from an Additional Annual VRF Transfer as provided in Section 7.2(b) of the SIB Loan Agreement.

(d) The SIB Bond shall not constitute a general obligation of the Authority and under no circumstances shall the SIB Bond be payable from, nor shall the Holder thereof have any rightful claim to, any income, revenues, funds or assets of the Authority other than those pledged hereunder and under the Master Indenture as security for the payment of the Junior Lien Obligations.

NONE OF THE STATE OF TEXAS NOR ANY OTHER AGENCY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OTHER THAN THE AUTHORITY IS OBLIGATED TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE SIB BOND. THE SIB BOND IS PAYABLE FROM THE TRUST ESTATE AND CERTAIN FUNDS CREATED UNDER THE INDENTURE, WHICH LIEN AND PLEDGE ARE JUNIOR AND SUBORDINATE TO THE SENIOR LIEN OBLIGATIONS AND SUPERIOR TO ANY SUBORDINATE LIEN OBLIGATIONS; PROVIDED, HOWEVER, THE SIB BOND IS ADDITIONALLY PAYABLE FROM SURPLUS VEHICLE REGISTRATION FEES. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE SIB BOND. THE AUTHORITY HAS NO TAXING POWER.

NO RECOURSE UNDER THE SIB BOND SHALL BE HAD AGAINST ANY PAST, PRESENT OR FUTURE OFFICER OF THE AUTHORITY. THE SIB BOND SHALL NEVER BE PAID IN WHOLE OR IN PART OUT OF ANY FUNDS RAISED OR TO BE RAISED BY TAXATION OR OUT OF ANY OTHER REVENUES OF THE AUTHORITY, EXCEPT THOSE REVENUES ASSIGNED BY THE INDENTURE.

Section 2.4. Date, Denomination, Numbers, and Letters.

(a) The SIB Bond shall be dated July 1, 2016.

(b) Unless the Authority shall direct otherwise, the SIB Bond shall be lettered and numbered separately from A-1 upward. The SIB Bond registered by the Comptroller of Public Accounts of the State of Texas (the "Initial SIB Bond") shall be lettered and numbered A-1.

Section 2.5. Interest Payment Dates, Interest Rates, Payment of Interest, and Maturity Dates of the SIB Bond.

(a) Interest on the SIB Bond shall be payable on each Interest Payment Date as provided in the SIB Loan Agreement.

(b) The SIB Bond shall mature on the date or dates and shall bear interest at the per annum rate or rates set forth in the SIB Loan Agreement.

Section 2.6. Paying Agent; Method and Place of Payment. The Trustee is hereby appointed as Paying Agent for the SIB Bond. The principal of the SIB Bond shall be payable on the due date thereof (whether at stated maturity or, if applicable, on a prior redemption date or optional or mandatory prepayment date) upon the presentation and surrender thereof at the Designated Payment/Transfer Office. The principal amount and redemption price of and interest on the SIB Bond shall be payable at the times and in the manner provided in the SIB Loan Agreement and the Bond Form.

Section 2.7. Sale of SIB Bond. It is hereby found and determined to be in the best interest of the Authority for the SIB Bond issued under this Supplemental Indenture to be sold to the Texas Department of Transportation. The SIB Bond shall not be issued as a book-entry-only obligation.

Section 2.8. Prepayment. The SIB Bond shall be subject to prepayment or redemption, in whole or in part, and at such times, in such amounts and with such notice as may be provided in the SIB Loan Agreement and the Bond Form.

### ARTICLE III

#### ACCOUNTS; APPLICATION OF PROCEEDS

##### Section 3.1. SIB Project Account.

(a) Pursuant to the provisions of Section 5.4(c) of the Master Indenture, there is hereby established within the Construction Fund an account designated as the “Project Account 2016 SIB Junior Lien” (the “SIB Project Account”).

(b) All amounts on deposit in the SIB Project Account shall be applied to the payment of Costs of the Project in accordance with and subject to the provisions of Section 5.19 of the Master Indenture.

##### Section 3.2. SIB Project Subaccount.

(a) There is hereby established within the SIB Project Account a subaccount designated as the “Project Subaccount 2016 SIB Junior Lien” (the “SIB Project Subaccount”).

(b) On the Issuance Date, a portion of the proceeds of the SIB Bond, as directed in a Letter of Instructions from the Authority, shall be deposited to the SIB Project Subaccount.

(c) Amounts on deposit in the SIB Project Subaccount shall be applied solely to the payment of Costs of the Project in accordance with and subject to the provisions of Section 5.19 of the Master Indenture.

(d) The Authority shall submit written requisition requests in the form of Exhibit B to this Supplemental Indenture to request disbursements from the SIB Project Subaccount in accordance with Section 5.19 of the Master Indenture.

Section 3.3. SIB Debt Service Account.

(a) There is hereby established within the Junior Lien Debt Service Fund an account designated “Debt Service Account 2016 SIB Junior Lien” (“SIB Debt Service Account”). Moneys on deposit in the SIB Debt Service Account shall be used to pay debt service on the SIB Bond when due.

(b) On or prior to each Interest Payment Date, the Trustee shall deposit to the SIB Debt Service Account an amount sufficient to pay debt service then due on the SIB Bond in the following order of priority:

(i) FIRST, from the Scheduled Annual VRF Transfer received from the Authority in accordance Section 3.1(f) of the SIB Loan Agreement;

(ii) SECOND, from the Revenues received from the Authority in accordance with the Fifth paragraph of Section 5.5 of the Master Indenture; and

(iii) THIRD, any Additional Annual VRF Transfer received from the Authority in accordance with Section 7.2(b) of the SIB Loan Agreement.

**ARTICLE IV**

**FORM OF BOND**

Section 4.1. Form of SIB Bond. The form of the SIB Bond, including any SIB Bond issued in exchange or replacement for any other SIB Bond or portion thereof, including the form of the Trustee’s Authentication Certificate, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas with respect to Initial SIB Bond and the Form of Assignment, shall be substantially as set forth in or attached as Exhibit D to the SIB Loan Agreement, with such omissions, insertions, and variations as permitted or required by the Master Indenture, and this Supplemental Indenture.

Section 4.2. Initial SIB Bond. The Authority may deliver a SIB Bond, as described in Section 2.4, representing the entire principal amount of SIB Bond, payable in stated installments to the order of the Texas Department of Transportation or its designee, executed by the manual or facsimile signature of the Chairman of the Board of Directors of the Authority and attested by manual or facsimile signature of the Secretary of the Board of Directors of the Authority, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas.

Section 4.3. Additional Provisions Regarding Bonds.

(a) The SIB Bond may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of bond counsel) thereon as, consistently herewith, may be determined by the officers executing the SIB Bond, as evidenced by their execution thereof.

(b) The definitive SIB Bond shall be typewritten, printed, lithographed, engraved and may be produced by any combination of such methods or produced in any other similar manner, all as determined by the officers executing such SIB Bond, as evidenced by their execution thereof.

(c) The Initial SIB Bond submitted to the Attorney General of the State of Texas may be typewritten or photocopied or otherwise produced or reproduced.

## ARTICLE V

### PARTICULAR COVENANTS

Section 5.1. Maintenance of Rate Covenant. The Authority hereby covenants to maintain the Toll Rate Covenant established under the first paragraph of Section 5.2(a) of the Master Indenture and, to the extent such Toll Rate Covenant is not met in any year, comply with the terms and provisions of Section 7.2 of the SIB Loan Agreement.

Section 5.2. Issuance of Vehicle Registration Fee Bonds and Initial Senior Lien Bonds. The Authority hereby covenants to comply with the provisions of Section 7.18 of the SIB Loan Agreement in regards to the issuance of additional VRF Bonds and Section 7.19 of the SIB Loan Agreement in regards to the issuance of the Initial Senior Lien Bonds.

Section 5.3. Confirmation of Funds and Accounts. The establishment of all Funds and Accounts heretofore established in the Indenture is hereby confirmed and ratified.

Section 5.4. Covenants Regarding Tax Status. The Authority does not intend to issue the SIB Bond in a manner such that the SIB Bond would constitute an obligation described in section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable temporary, proposed, and final regulations and procedures promulgated thereunder. The Authority covenants that it will not file an Internal Revenue Form 8038 or an Internal Revenue Form 8038-G with respect to the SIB Bond.

Section 5.5. Purpose. The provisions of this Article V are for the sole benefit of the Holder of the SIB Bond and may be modified or amended at any time with the consent of, or may be waived in whole or in part by, the Holders of 100% of the aggregate principal amount of the SIB Bond and may not be relied upon or enforced by the Holders of any other Obligations.

## ARTICLE VI

### OTHER MATTERS

Section 6.1. Execution in Several Counterparts. This Supplemental Indenture may be simultaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

Section 6.2. Designation as System Project. The designation of the State Highway 365 Segments 1 and 2 Project as a System Project is reaffirmed.

Section 6.3. Consent to Issuance of Obligations. To the extent that the SIB Bond is issued and delivered on a date prior to the date of the issuance and delivery of the Series 2016 Senior Lien Bonds, the Holder of the SIB Bond by acceptance of the SIB Bond acknowledges that the Series 2016 Senior Lien Bonds may be issued and delivered at a later date and consents to the issuance of the Series 2016 Senior Lien Bonds subject to the terms and conditions of Section 7.19 of the SIB Loan Agreement.

IN WITNESS WHEREOF, the Authority and the Trustee have caused this Supplemental Indenture to be signed and attested on their behalf by their duly authorized representatives, all as of the date first hereinabove written.

HIDALGO COUNTY REGIONAL MOBILITY  
AUTHORITY

By \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Trustee

By \_\_\_\_\_  
Authorized Officer

Signature Page to Second Supplemental Trust Indenture

**EXHIBIT A**  
**SIB LOAN AGREEMENT**

**EXHIBIT B**  
**FORM OF REQUISITION**  
**CONSTRUCTION FUND**  
**SIB PROJECT SUBACCOUNT**  
**CERTIFICATE AND REQUISITION FOR PAYMENT**

DATE: [Month], [Year]

DRAW REQUEST NO.: \_\_\_\_\_

<b>DESCRIPTION SUMMARY<sup>1</sup></b>	<b>AMOUNT</b>
	\$ _____
<b>TOTAL AMOUNT REQUESTED</b>	<b>\$ _____</b>

The Authority does hereby certify to the Trustee that: (i) each item submitted herewith is a proper charge against the SIB Project Subaccount of the Construction Fund and has not been paid, (ii) such requisition contains no item representing payment on account of any retainage which the Authority is as of the date of this requisition not entitled to release, (iii) no default exists under the Indenture (as hereinafter defined), which has not been disclosed to the Trustee and the Authority will use its best efforts to cure any default if it exists and (iv) there has not been filed with or served upon the Authority legal notice of any lien, right to lien, attachment or other claim, which is valid in the opinion of counsel to the Authority and affects the right to receive payment of any of the moneys payable to any of the Persons, firms or corporations named herein which has not been released or will not be released simultaneously with such payment.

Capitalized terms appearing herein that are defined terms in that certain Master Trust Indenture (the “Master Trust Indenture”), dated as of July 1, 2016, between Hidalgo County Regional Mobility Authority (together with any successor to its rights, duties, and obligations thereunder, the “Authority”) and Wilmington Trust, National Association, a national banking association duly organized and existing under the laws of the United States of America, as trustee (together with any successor trustee thereunder, the “Trustee”), as supplemented by the Second Supplemental Trust Indenture, dated as of July 1, 2016, (collectively, the “Indenture”), each between the Authority and the Trustee, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

Please remit funds by wire transfer to the Authority [Wiring instructions for disbursement].

**HIDALGO COUNTY REGIONAL MOBILITY  
AUTHORITY**

---

<sup>1</sup> Attach appropriate information indicating the name of the Person, Firm or Corporation to whom payment is due, the amount to be paid and the purpose for which such obligation was incurred.

By: \_\_\_\_\_  
Authorized Representative

## CERTIFICATION OF GENERAL ENGINEERING CONSULTANT

As General Engineering Consultant for the Project, we hereby certify the following in connection with Certificate and Requisition for Payment Draw Request No. \_\_\_\_\_:

- (i) such requisition is approved;
- (ii) the amount requisitioned is due and has not previously been paid from the State SIB Project Subaccount of the Construction Fund;
- (iii) insofar as the payment is to be made for work, material, supplies or equipment, the work has been performed and the materials, supplies or equipment have been installed in the applicable Project or have been delivered at the site;
- (iv) all work material, supplies and equipment for which payment is to be made are, in our opinion, substantially in accordance with the plans and specifications or duly approved change orders; and

[If an item for payment includes real property:

- (v) acquisition of such property is necessary or advisable in connection with the construction or operation of the applicable project.]

\_\_\_\_\_  
as General Engineering Consultant

By: \_\_\_\_\_  
Title: \_\_\_\_\_

---

**MASTER TRUST INDENTURE**  
**BETWEEN**  
**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**  
**AND**  
\_\_\_\_\_, **AS TRUSTEE**

**DATED** \_\_\_\_\_, **2016**

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# HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## MASTER TRUST INDENTURE

THIS MASTER TRUST INDENTURE, dated as of the 1st day of \_\_\_\_\_, 2016 (together with any amendments and supplements hereto, the “Indenture”) made by and between the HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (together with any successor to its rights, duties and obligations hereunder, the “Authority”), a body politic and corporate and a political subdivision of the State of Texas (the “State”) duly created, organized and existing under the laws of the State, and \_\_\_\_\_ (together with any successor trustee hereunder, the “Trustee”), a national banking association duly organized and existing under the laws of the United States of America.

WHEREAS, the Authority has been created and organized by Hidalgo County, Texas (the “County”) on November 17, 2005 pursuant to and in accordance with the provisions of Chapters 361 and 370, Texas Transportation Code, and operates pursuant to the Constitution and laws of the State, including, particularly, Chapter 370, Texas Transportation Code (the “Act”), for the purposes of constructing, maintaining and operating transportation projects in Hidalgo County, Texas; and

WHEREAS, under the Act, a transportation project is defined to include, among other things, a toll road and transportation projects; and

WHEREAS, pursuant to the Act, the Authority is authorized to: (i) study, evaluate, design, finance, acquire, construct, maintain, repair and operate transportation projects (as defined in the Act), individually or as a system (as defined in the Act); and (ii) issue bonds, certificates, notes or other obligations payable from the revenues of a transportation project or system, including tolls, fees, fares or other charges, to pay all or part of the cost of a transportation project and to refund any bonds previously issued for a transportation project; and (iii) impose tolls, fees, fares or other charges for the use of each of its transportation projects and the different parts or sections of each of its transportation projects; and

WHEREAS, pursuant to the Act and other applicable laws, including Chapter 1371, Texas Government Code, the Authority is authorized to issue revenue bonds and other obligations as hereinafter provided, to enter into this Indenture, and to enter into credit agreements in connection therewith; and

WHEREAS, the Authority has determined to enter into this Indenture to provide for the issuance from time to time of its revenue bonds and other obligations secured as set forth herein and the execution and delivery of credit agreements in connection therewith for the purposes of financing all or a portion of the cost of the acquisition, construction, improvement, extension or expansion of one or more projects (as defined in the Act) and paying the expenses of issuing such revenue bonds, notes, certificates or other obligations; and

NOW, THEREFORE, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the bonds issued under this Indenture by the holders thereof from time to time, and other good and valuable consideration, the receipt

and sufficiency of which are hereby acknowledged, the Authority and the Trustee do hereby mutually covenant and agree, for the equal and proportionate benefit of the respective holders from time to time of the bonds, notes, certificates or other obligations issued under this Indenture, as follows:

## **ARTICLE I**

### **DEFINITIONS, STATUTORY AUTHORITY AND INTERPRETATION**

Section 1.1 Definitions. The following terms shall, for all purposes of the Indenture, have the following meanings:

“Account” or “Accounts” shall mean any one or more, as the case may be, of the separate accounts within a Fund that may be created and established pursuant to this Indenture or any Supplemental Indenture.

“Accounting Principles” shall mean the “Generally Accepted Accounting Principles” for governmental entities in the United States, which are promulgated by the Governmental Accounting Standards Board, the Financial Accounting Standards Board and, when applicable, such other accounting principles as the Authority may be required to employ from time to time, in order to comply with the terms of the Indenture, or pursuant to State law or regulation or as the Authority, as applicable, may otherwise elect.

“Act” shall mean Chapter 370, Texas Transportation Code, as amended from time to time, together with the Constitution and other laws of the State of Texas applicable to the Authority.

“Additional Junior Lien Obligations” shall mean Junior Lien Obligations authorized to be issued or incurred under Section 7.7 of this Indenture and secured by a lien on, pledge of and security interest in the Trust Estate, subject and subordinate to the lien on, pledge of and security interest in the Trust Estate established for the benefit and security of the Senior Lien Obligations and a pledge of such additional security as may be set forth in the application Supplemental Indenture authorizing such Additional Junior Lien Obligations.

“Additional Other Obligations” shall mean Other Obligations authorized to be issued or incurred under Section 7.9 of this Indenture and secured by a lien on, pledge of and security interest in the Trust Estate, subject and subordinate to the lien on, pledge of and security interest in the Trust Estate established for the benefit of the Senior Lien Obligations, the Junior Lien Obligations and the Subordinate Lien Obligations, respectively.

“Additional Senior Lien Obligations” shall mean Senior Lien Obligations authorized to be issued or incurred under Section 7.6 of this Indenture and secured by a first lien on, pledge of and security interest in the Trust Estate.

“Additional Subordinate Lien Obligations” shall mean Subordinate Lien Obligations authorized to be issued or incurred under Section 7.8 of this Indenture and secured by a lien on, pledge of and security interest in the Trust Estate, subject and subordinate to the lien on, pledge

of and security interest in the Trust Estate established for the benefit and security of the Senior Lien Obligations and the Junior Lien Obligations, respectively.

“Amortized Value” shall mean, with respect to a Permitted Investment, the value of such Permitted Investment calculated by dividing the total premium or discount at which such Permitted Investment was acquired (exclusive of accrued interest other than accrued interest paid in connection with the acquisition of such Permitted Investment and not yet recovered) by the number of days remaining to the maturity of such Permitted Investment at the time of its acquisition and multiplying the amount so calculated by the number of days since such acquisition and deducting or adding, as the case may be, the product thus obtained to the par value of such Permitted Investment.

“Annual Capital Budget” shall mean the capital budget adopted by the Authority for the System pursuant to Section 7.5(c).

“Annual Debt Service” shall mean for any Annual Period with respect to all Outstanding Obligations or to all Senior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations or Other Obligations, respectively, (i) the principal amount and interest paid or payable or Maturity Amount paid or payable with respect to such Obligations in the Annual Period, plus (ii) Reimbursement Obligations with respect to such Obligations paid or payable by the Authority in such Annual Period (but only to the extent not duplicative of such principal and interest or Maturity Amount), plus (iii) the amounts, if any, paid or payable by the Authority in such Annual Period with respect to such Swap Agreements, minus (iv) the amounts, if any, paid or payable to the Authority in such Annual Period with respect to Swap Agreements, provided that the difference between the amounts described in clauses (iii) and (iv) shall be included only to the extent that such difference would not be recognized as a result of the application of the assumptions set forth in clauses (a) through (f) below, and minus (v) all amounts that are deposited to the credit of a debt service fund or the Construction Fund for the payment of interest on Senior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations or Other Obligations, as the case may be, from original proceeds from the sale of such Obligations or from any other lawfully available source (other than the Revenue Fund or any moneys that would constitute Revenues in the subject Annual Period), and that are used or scheduled to be used to pay interest on such Obligations during any Annual Period. The following assumptions shall be used to calculate the Annual Debt Service for any Annual Period:

(a) any amounts described in clauses (i), (ii) and (iii) above that are due on the first day of a Fiscal Year shall be deemed due in the preceding Fiscal Year;

(b) in determining the principal amount or Maturity Amount paid or payable with respect to Obligations or Reimbursement Obligations in each Annual Period, payment shall be assumed to be made in accordance with any amortization schedule established for such Obligations, including amounts paid or payable pursuant to any mandatory redemption schedule for such Obligations;

(c) if any of the Obligations or proposed Obligations constitutes Balloon Obligations or Short-Term Obligations, then such amounts thereof as constitute Balloon Obligations or Short-Term Obligations shall be treated as if such Obligations are to be amortized in

substantially equal annual installments of principal and interest, or Maturity Amount, over the useful life of the improvements financed with the proceeds of such Balloon Obligations or Short-Term Obligations as calculated by, and set forth in a certificate of, an Authorized Representative of the Authority; provided, anything to the contrary herein notwithstanding, during the Annual Period preceding the final maturity date of such Balloon Obligations and, in the case of Short-Term Obligations in each Annual Period, all of the principal or Maturity Amount thereof shall be considered to be due on the maturity or due date of such Balloon Obligations or Short-Term Obligations unless the Authority provides to the Trustee, prior to the beginning of such Annual Period, a certificate of a Financial Consultant certifying that, in its judgment, the Authority will be able to refund such Balloon Obligations or Short-Term Obligations through the issuance of Long Term Obligations, in which event the Balloon Obligations or Short-Term Obligations shall be amortized over the term of such proposed refunding Obligations and shall be deemed to bear the interest rate specified in the certificate of the Financial Consultant;

(d) as to any Annual Period prior to the date of any calculation, such requirements shall be calculated solely on the basis of Obligations which were Outstanding as of the first day of such period; and as to any future Annual Period such requirements shall be calculated solely on the basis of Obligations Outstanding as of the date of calculation plus any Obligations then proposed to be issued;

(e) if any of the Obligations or proposed Obligations constitute Variable Rate Obligations, then, subject to the following proviso, interest in future periods shall be based on the Assumed Variable Rate; provided, however, if the Authority has entered into a Swap Agreement with respect to a Series of Obligations constituting Variable Rate Obligations that provides for the Authority to pay a fixed interest rate during any future period, the fixed interest rate payable by the Authority under the Swap Agreement during such future period shall be assumed to be the interest rate on such Obligations if the notional amount under the Swap Agreement is equal to or greater than the Outstanding principal amount or Maturity Amount of the Obligations and reduces in the amounts and on the dates that the Obligations mature; and

(f) termination or similar payments under a Swap Agreement shall not be taken into account in any calculation of Annual Debt Service.

“Annual Maintenance Budget” shall mean the annual budget of maintenance expenditures adopted by the Authority for the System pursuant to Section 7.5(b).

“Annual Operating Budget” shall mean the annual operating budget adopted by the Authority for the System pursuant to Section 7.5(a).

“Annual Period” shall mean the Fiscal Year or any consecutive twelve-month period.

“Assumed Variable Rate” shall mean in the case of:

(a) Outstanding Obligations in the form of Variable Rate Obligations, the greater of:

(1) the average interest rate on such Variable Rate Obligations for the most recently completed sixty (60) month period or the period such Variable Rate Obligations has been Outstanding if it is less than sixty (60) months, or

(2) (2) the rate to be determined pursuant to clause (b) below assuming the Outstanding Variable Rate Obligations were being issued on the date of calculation; and

(b) proposed Obligations in the form of Variable Rate Obligations, either

(1) to be issued on the basis that, in the opinion of Bond Counsel to be delivered at the time of the issuance thereof, interest on such Variable Rate Obligations would be excluded from gross income for federal income tax purposes, the greater of (i) the average of the BMA Index for the twelve (12) month period ending seven (7) days preceding the date of calculation plus 100 basis points, or (ii) the average of the Bond Market Association Swap Index (“BMA Index”) for the sixty (60) month period ending seven (7) days preceding the date of calculation plus 100 basis points, or

(2) to be issued as Variable Rate Obligations not described in clause (1), the greater of the (i) average of the London Interbank Offered Rate (“LIBOR”) for the time period most closely resembling the reset period for the Variable Rate Obligations for the twelve (12) month period ending seven (7) days preceding the date of calculation plus 100 basis points, or (ii) average of LIBOR for the time period most closely resembling the reset period for the Variable Rate Obligations for the sixty (60) month period ending seven (7) days preceding the date of calculation plus 100 basis points;

provided, that if the BMA Index or LIBOR shall cease to be published, the index to be used in its place shall be that index which the Authority, in consultation with the Financial Consultant, determines most closely replicates such index, as set forth in a certificate of an Authorized Representative of the Authority filed with the Trustee. Notwithstanding the foregoing, in no event shall the Assumed Variable Rate be in excess of the maximum interest rate allowed by law on obligations of the Authority.

“Authority” shall mean the Hidalgo County Regional Mobility Authority, a body politic and corporate and a political subdivision of the State of Texas, and its successors and assigns.

“Authorized Denomination” shall mean any amount specified as an Authorized Denomination in an applicable Supplemental Indenture.

“Authorized Emergency Vehicle” shall have the meaning given to such term in Section 541.201, Texas Transportation Code, as amended, and such other emergency vehicles as may constitute Authorized Emergency Vehicles under the Act.

“Authorized Representative of the Authority” or “Authorized Representative” shall mean the Executive Director of the Authority or any other employee or officer or member of the Board of Directors of the Authority authorized to perform specific acts or duties by resolution duly adopted by the Board of Directors of the Authority, a copy of which shall be filed with the Trustee.

“Average Annual Debt Service” shall mean, with respect to Senior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations, Other Obligations or all Obligations, at any time of determination, the average amount of Annual Debt Service paid or payable in each

Annual Period on such Senior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations, Other Obligations, respectively, or on all such Obligations, to the stated maturity thereof.

“Balloon Obligations” shall mean Long-Term Obligations of a particular issue or Series of Obligations of which 25% or more of the principal or Maturity Amount matures in the same Annual Period and is not required by the documents pursuant to which such Obligations were issued to be amortized by payment or redemption prior to that Annual Period; provided, however, that any such Obligations will not constitute Balloon Obligations and will be assumed to amortize in accordance with its stated terms if the Trustee is provided a certificate of an Authorized Representative of the Authority certifying that such Obligations are not to be treated as Balloon Obligations.

“Bankruptcy Law” shall mean Title 9 of the United States Code, as amended from time to time, and any successor to or replacement of such Title and any other applicable federal or state bankruptcy, insolvency or similar law.

“Bankruptcy-Related Event” shall mean the occurrence of any of the following: (i) the application by or consent of the Authority to the appointment of a receiver, trustee, liquidator or custodian or the like is appointed for the Authority; or (ii) the Authority becomes unable to pay its debts generally as they become due; or (iii) the Authority is adjudicated a bankrupt or insolvent; or (iv) the Authority commences a voluntary proceeding under the Bankruptcy Law, or files a voluntary petition or answer seeking reorganization, an arrangement with creditors or an order for relief or seeking to take advantage of any insolvency law or admits the material allegations of a petition filed against the Authority in any state or federal bankruptcy, reorganization or insolvency proceeding or takes corporate action for the purpose of effecting any of the foregoing.

“Business Day” shall mean any day other than a (i) Saturday or Sunday, (ii) day on which banking institutions in New York, New York, the State, or the principal offices of the Trustee or any Paying Agent are authorized or obligated by law or executive order to be closed for business, or (iii) day on which the New York Stock Exchange is closed.

“Capital Appreciation Bonds” shall mean Obligations on which interest accretes from the Issuance Date to the maturity date but is not payable prior to the maturity date.

“Compounded Amount” shall mean, with respect to a Capital Appreciation Bond or a Convertible Bond, as of any particular date of calculation, the original principal amount thereof, plus all interest accreted and compounded to the particular date of calculation, determined as follows:

(a) as of any Compounding Date (which shall include the Conversion Date for a Convertible Bond), the amount shown as the Compounded Amount for such Compounding Date in the Compounded Amount Table relating to a particular Capital Appreciation Bond or Convertible Bond; and

(b) as of any date that is not a Compounding Date, the amount set forth in the Compounded Amount Table relating to a particular Capital Appreciation Bond or Convertible

Bond for the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth in the Compounded Amount Table for the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which determination is being made bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

“Compounded Amount Table” shall mean with respect to a Capital Appreciation Bond or Convertible Bond, the table attached as an exhibit to the Supplemental Indenture relating to the Obligations issued as Capital Appreciation Bonds or Convertible Bonds that shows the rounded original principal amounts at the Issuance Date and the Compounded Amounts per \$5,000 Maturity Amount (or such other Maturity Amount specified in a Supplemental Indenture) on the Compounding Dates for each maturity to its maturity or Conversion Date, as the case may be.

“Compounding Dates” shall mean the dates specified in a Supplemental Indenture on which interest on Capital Appreciation Bonds and Convertible Bonds will be compounded.

“Construction Fund” shall mean the fund so designated and established in Section 5.19.

“Consultant” shall mean a Person who shall be independent, employed by the Authority as needed, being qualified and having a nationwide and favorable reputation for skill and experience in such work for which the Consultant was appointed. In those situations in which a Consultant is appointed to survey risks and to recommend insurance coverage, such Consultant may be a broker or agent with whom the Authority transacts business.

“Conversion Date” shall mean, with respect to Convertible Bonds, the date at which the original principal amount of an Obligation plus all interest accreted and compounded equals the Maturity Amount.

“Convertible Bonds” or “Convertible Capital Appreciation Bonds” shall mean the Obligations on which interest accretes from the Issuance Date to the Conversion Date but is not payable until maturity or prior redemption in the same manner as Capital Appreciation Bonds and on which interest on the Maturity Amount accrues and is payable on a periodic basis from the Conversion Date to maturity, all as set forth in a Supplemental Indenture relating to such Obligations.

“Cost” shall mean, with respect to the System, all or any part of:

(a) the cost of study, design, acquisition, construction, expansion, enlargement, extension, reconstruction, restoration, repair and rehabilitation of the System or portion thereof (including, but not limited to, indemnity and surety bonds, permits, taxes, licenses, insurance premiums, or other municipal or governmental charges lawfully levied or assessed during construction);

(b) the cost of acquisition of all real or personal property, rights, rights-of-way, franchises, easements and interests acquired or used for the System or portion thereof,

(c) the cost of site preparation, including demolishing or removing any structures on land so acquired and the cost of acquiring any land to which the structures may be removed;

(d) any cost of borings and other preliminary investigations necessary or incident to determining the feasibility or practicability of constructing the System or portion thereof and any cost necessary or desirable to satisfy conditions associated with the issuance of any permit for the construction thereof (including the costs of environmental related mitigation required in connection therewith);

(e) the cost of all machinery and equipment, vehicles, materials and rolling stock;

(f) Issuance Costs;

(g) interest on Obligations and on any Reimbursement Obligation for the period prior to, during and for a period of up to three years (or such longer period as may be allowed by applicable law) after acquisition or completion of construction, as determined by the Authority, and reserves for principal and interest for extensions, enlargements, additions, replacements, renovations and improvements to the System;

(h) the cost of architectural, engineering, environmental feasibility, traffic and revenue, economic and demographic, appraisal, financial, and legal services;

(i) planning, investigations, studies, evaluations, plans, specifications, estimates, and administrative and other expenses that are necessary or incidental to the determination of the feasibility of constructing the System or portion thereof or incidental to the obtaining of construction contracts or to the construction (including construction administration and inspection), acquisition or financing thereof and that constitute capital costs;

(j) Operating Expenses and Maintenance Expenses occurring during and for a period of up to one year after acquisition or completion of construction, as determined by the Authority, provided that, if applicable, the Trustee has received a Counsel's Opinion (which opinion may address either specific Operating Expenses or Maintenance Expenses or categories of Operating Expenses or Maintenance Expenses) to the effect that the treatment of such Operating Expenses or Maintenance Expenses as a Cost will not adversely affect the exclusion of interest on any Obligations from gross income for federal income tax purposes;

(k) the repayment or reimbursement of any Obligation, loan or advance for any of the foregoing; and

(l) such other costs and expenses as are permitted by the Act or other applicable law at the time such Obligations are issued.

“Counsel’s Opinion” shall mean a written opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds (who may also be counsel to the Authority) selected by the Authority and satisfactory to the Trustee.

“Counterparty” shall mean a counterparty to a Swap Agreement.

“Credit Enhancer” shall mean any party providing a Credit Facility with respect to Obligations.

“Credit Facility” shall mean any letter of credit, line of credit, standby letter of credit or agreement to purchase a debt obligation or any similar extension of credit, credit enhancement or liquidity support obtained by the Authority from a responsible financial or insurance institution, to provide for or to secure payment of the principal and purchase price of, and/or interest on or Maturity Amount of Obligations pursuant to the provisions of a Supplemental Indenture under which such Obligations are issued. The use of such definition is not intended to preclude the Authority from providing the credit or liquidity support with respect to Obligations directly rather than through a financial or insurance institution.

“Current Interest Bonds” shall mean Obligations paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in the Supplemental Indenture relating to such Obligations.

“Defeasance Securities” shall mean (i) Government Obligations, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Authority adopts or approves the proceedings authorizing the financial arrangements, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

“Defeased Obligation” shall mean Obligations deemed to be paid, retired and no longer Outstanding pursuant to the provisions of Article XI.

“Depository” shall mean any bank or trust company appointed by the Authority in accordance with Section 9.12 as a depository of moneys and securities held under the Indenture.

“Designated Payment/Transfer Office” shall mean (i) with respect to the Trustee, the office designated as such in the Supplemental Indenture relating to any Series of Obligations, or such other location designated by the Trustee and (ii) with respect to any other Paying Agent for a Series of Obligations, the office of such Paying Agent designated and located as may be agreed upon by the Authority and such Paying Agent.

[“DSRF Security” shall mean a Senior Lien DSRF Security, a Junior Lien DSRF Security or a Subordinate Lien DSRF Security.]

“Event of Default” shall mean those events specified in Section 8.1 hereof and such other events specified in any Supplemental Indentures.

“Fair Market Value” shall mean, as of any particular date of valuation: (i) as to Permitted Investments the bid and asked prices of which are published on a regular basis in a financial journal or publication of general circulation in the United States of America, the bid price for such Permitted Investments so published on or most recently prior to the date of valuation by the

Trustee or any Depository; or (ii) as to Permitted Investments the bid and asked prices of which are not published on a regular basis in a financial journal or publication of general circulation in the United States of America, the average bid price on such Permitted Investments at the date of valuation by the Trustee or any Depository, as reported by any two nationally recognized dealers in such Permitted Investments.

“Fiduciary” or “Fiduciaries” shall mean the Trustee, any Paying Agent, any Securities Depository, any Depository, or any or all of them, as may be appropriate.

“Financial Consultant” shall mean any financial advisor or firm of financial advisors of favorable national reputation for skill and experience in performing the duties for which a Financial Consultant is required to be employed pursuant to the provisions hereof and who is retained by the Authority as a Financial Consultant for the purposes hereof.

“Fiscal Year” shall mean the fiscal year of the Authority, currently the period commencing on the first day of January and ending on the last day of December of the following year.

“Fund” or “Funds” shall mean any one or more, as the case may be, of the separate special trust funds created and established in Section 5.4 or in a Supplemental Indenture in accordance with Section 5.4(c).

“General Engineering Consultant” shall mean an engineer or firm of engineers of favorable reputation for skill and experience in performing the duties for which a General Engineering Consultant is required to be employed pursuant to the provisions of the Indenture and who is retained by the Authority as the General Engineering Consultant for purposes of this Indenture.

“General Fund” shall mean the fund so designated and created in Section 5.4(a).

“Government Obligations” shall mean direct obligations of, or obligations the principal of and interest on which are guaranteed by the full faith and credit of, the United States of America.

“Holder” or “Holder of Obligations” shall mean (i) with respect to Senior Lien Obligations, (A) each Person who is a registered owner of a Senior Lien Obligation, as shown on the registration books for Senior Lien Obligations kept by the Trustee, (B) each Credit Enhancer providing a Credit Facility secured on a parity with the Senior Lien Obligations, and (C) each Counterparty to a Senior Lien Swap Agreement, (ii) with respect to Junior Lien Obligations, (A) each Person who is a registered owner of a Junior Lien Obligation, as shown on the registration books for Junior Lien Obligations kept by the Trustee, (B) each Credit Enhancer providing a Credit Facility secured on a parity with the Junior Lien Obligations, and (C) each Counterparty to a Junior Lien Swap Agreement, (iii) with respect to Subordinate Lien Obligations, (A) each Person who is a registered owner of a Subordinate Lien Obligation, as shown on the registration books for Subordinate Lien Obligations kept by the Trustee, (B) each Credit Enhancer providing a Credit Facility secured on a parity with the Subordinate Lien Obligations, and (C) each Counterparty to a Subordinate Lien Swap Agreement, and (iv) with respect to Other Obligations, (A) each Person who is a registered owner of an Other Obligation,

as shown on the registration books for Other Obligations kept by the Trustee, and (B) each Credit Enhancer providing a Credit Facility secured on a parity with the Other Obligations.

“Indenture” shall mean this Master Trust Indenture, as the same may be amended or supplemented from time to time in accordance with the terms hereof.

“Interest Payment Date” shall mean the dates that are defined as such in any Supplemental Indenture under which Obligations are issued. However, in each case, if the date specified above is not a Business Day then the Interest Payment Date shall be the Business Day next succeeding the date specified above.

“Issuance Cost” shall mean costs incurred by or on behalf of the Authority in connection with the issuance of Obligations including, without limitation, the following: financial, rating agency, legal, accounting and appraisal fees and expenses; the cost of printing, engraving and reproduction services; fees and expenses incurred in connection with any Credit Facility and any Swap Agreement; the initial or acceptance fee of the Trustee; underwriters’ discount or placement agent fees; and all other fees, charges and expenses incurred in connection with the issuance of the Obligations and the preparation of this Indenture and any Supplemental Indentures entered into in connection with the issuance of Obligations.

“Issuance Date” shall mean with respect to any Obligations, the date of delivery of such Obligations to the initial purchaser or purchasers thereof against payment therefor.

“Investment Policy” shall mean the investment policy of the Authority relating to the funds of the System adopted pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended.

“Junior Lien Debt Service Fund” shall mean the fund so designated and created in Section 5.4(a).

“Junior Lien Debt Service Reserve Fund” shall mean the fund so designated and created in Section 5.4(a).

“Junior Lien Debt Service Reserve Requirement” shall mean the amount, if any, specified in the Supplemental Indentures authorizing Junior Lien Obligations as the Junior Lien Debt Service Reserve Requirement or, if not so specified, \$0.

“Junior Lien DSRF Security” shall have the meaning given to such term in Section 5.11.

“Junior Lien Obligations” shall mean all Obligations of any kind or class, including bonds, notes, bond anticipation notes, commercial paper and other obligations issued or incurred as Junior Lien Obligations under and in accordance with this Indenture and any Supplemental Indenture, and includes all obligations of the Authority owed to Holders of (i) Junior Lien Obligations, (ii) Reimbursement Obligations secured by the Trust Estate on a parity with Junior Lien Obligations and (iii) obligations of the Authority under Junior Lien Swap Agreements.

“Junior Lien Swap Agreement” shall mean a Swap Agreement entered into as a Junior Lien Obligation.

“Letter of Instructions” shall mean a written directive and authorization to the Trustee or any Depository executed by an Authorized Representative of the Authority.

“Letter of Representations” shall mean the letter of representations or similar document executed by the Authority and delivered to a Securities Depository (and any amendments thereto or successor agreements) for one or more Series of Obligations issued in book-entry form.

“Long-Term Obligations” shall mean all Obligations that are not Short-Term Obligations.

“Maintenance Expenses” shall mean the Authority’s reasonable and necessary expenses of repair and maintenance of the System, including, without limiting the generality of the foregoing, periodic roadway resurfacing and repair, replacement of toll collection, vehicle identification, toll integration and video enforcement equipment and all administrative and engineering expenses relating to repair and maintenance of the System and any other expenses required to be paid by the Authority as shown in the Annual Maintenance Budget for the System.

“Maturity Amount” shall mean the Compounded Amount of a Capital Appreciation Bond or a Convertible Bond due on its maturity.

“Obligation” or “Obligations” shall mean all indebtedness of the Authority payable from Revenues and, to the extent pledged in any Supplemental Indenture, any Supplemental Security incurred or assumed by the Authority for borrowed money (including indebtedness arising under Credit Facilities) and all other financing obligations of the Authority related to the System that, in accordance with Accounting Principles, are included as a liability on a balance sheet for the System books and records, including, any bonds, notes, certificates or other obligations, as the case may be, authenticated and delivered under and pursuant to the Indenture as Senior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations or Other Obligations. For the purpose of determining the “Obligations” payable from the Revenues, any Defeased Obligation shall be excluded.

“Operating Expenses” shall mean the Authority’s reasonable and necessary expenses of operation of the System, including, without limiting the generality of the foregoing, expenses for toll collection, all premiums for insurance and payments into any self-insurance reserve fund, all administrative and engineering expenses relating to operation of the System, fees and expenses of the Traffic Consultants, the General Engineering Consultants, the Trustee and of the Paying Agents, periodic fees or charges required to maintain a DSRF Security, legal expenses, expenses for Public Safety Officers and any other expenses required to be paid by the Authority as shown in the Annual Operating Budget for the System.

“Operating Fund” shall mean the fund so designated and created in Section 5.4(a).

“Other Obligations” shall mean all Obligations of any kind or class, including bonds, notes, bond anticipation notes, commercial paper and other obligations issued or incurred as Other Obligations under and in accordance with this Indenture and any Supplemental Indenture, and includes all obligations of the Authority owed to Holders of (i) Other Obligations and (ii) Reimbursement Obligations secured by the Trust Estate on a parity with Other Obligations.

“Other Obligations Fund” shall mean the fund so designated and created in Section 5.4(a).

“Outstanding” shall mean, when used with reference to Obligations, as of any date, Obligations theretofore or thereupon being authenticated and delivered under the Indenture except:

(a) Obligations cancelled by the Trustee or delivered to the Trustee for cancellation at or prior to such date;

(b) Obligations in lieu of or in substitution for which other Obligations shall have been authenticated and delivered pursuant to Article III or Section 4.6 or Section 10.6; and

(c) Obligations paid or deemed to have been paid as provided in Section 11.2.

“Paying Agent” shall mean, with respect to any Series, any bank or trust company appointed by the Authority in accordance with Section 9.12 to act as paying agent for the Obligations of such Series.

“Permitted Investments” shall mean any security or obligation or combination thereof permitted under the Public Funds Investments Act, Chapter 2256, Texas Government Code, as amended, and the Authority’s duly approved Investment Policy, unless otherwise defined within a Supplemental Indenture.

“Person” shall mean any individual, public or private corporation, district, authority, municipality, political subdivision or other agency or entity of the State of Texas or the United States of America, and any incorporated city, town or village, whether operating under general or special law or under its home rule charter, and any partnership, association, firm, trust, estate, or any other entity whatsoever.

“Project” shall mean any transportation project (as defined in the Act) financed or refinanced with the proceeds of Obligations.

“Projected Annual Debt Service” shall mean, when applied to Senior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations, Other Obligations or all Obligations, as the case may be, for each Annual Period, an amount equal to the sum of (i) the amount of Annual Debt Service on such Senior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations, Other Obligations or all Obligations, as the case may be, then Outstanding plus (ii) the Annual Debt Service on any Obligations at such lien level then proposed to be issued; provided, that in making such calculation, the Authority may take into consideration any amounts received, or reasonably expected to be received, by the Authority from or as a result of Supplemental Security that the Authority has pledged for the benefit of the Obligations for which such calculation is being made.

“Projected Debt Service Coverage Ratio” shall mean, when applied to Senior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations or Other Obligations, respectively, or a combination of the foregoing, for each of the Fiscal Years commencing with the Fiscal Year following the end of any period during which interest was fully capitalized on the

Obligations proposed to be issued and ending with the latest Fiscal Year in which any Obligation is scheduled to mature or for any other Annual Period, the ratio determined by dividing Projected Revenues for such Annual Period, less projected Operating Expenses for such Annual Period to be paid from Revenues, by the Projected Annual Debt Service for each such Annual Period.

“Projected Revenues” shall mean Revenues projected by the Traffic Consultant to be received in the Annual Period in question, taking into account (i) any revisions of the Tolls that have been approved by the Authority and that will be effective during such Annual Period, (ii) any additional Tolls that the Traffic Consultant estimates will be received by the Authority following the completion of any Project then being constructed or proposed to be constructed, and (iii) any revisions of the Tolls expected to be implemented by the Authority, as evidenced by a certificate of an Authorized Representative of the Authority delivered to the Trustee, and included as assumptions in a traffic and revenue report of the Traffic Consultant.

“Public Safety Officers” shall mean public safety officers in the employment of or under contract to the Authority for the purpose of performing public safety duties in connection with the System.

“Rate Covenant” shall mean the covenant of the Authority set forth in Section 5.2.

“Rating Agency” shall mean, as of any particular date, any nationally-recognized credit rating whose rating is then in effect with respect to a particular Series of Obligations.

“Rating Category” shall mean each major rating classification established by the Rating Agency, determined without regard to gradations such as “1,” “2” and “3” or “plus” (+) and “minus” (-).

“Rebate Fund” shall mean the fund so designated and established in Section 5.4(a).

“Refunding Obligations” shall mean all Obligations, whether issued in one or more Series, authenticated and delivered on original issuance for the purpose of refunding Outstanding Obligations, and all Obligations thereafter authenticated and delivered in lieu of or in substitution for such Obligations pursuant to Article III or Sections 4.6 or 10.6.

“Reimbursement Agreement” shall mean an agreement between the Authority and one or more Credit Enhancers pursuant to which, among other things, such Credit Enhancer issues a Credit Facility with respect to Obligations of one or more Series and the Authority agrees to reimburse such Credit Enhancer for any drawings made thereunder.

“Reimbursement Obligation” shall mean the obligation of the Authority pursuant to a Reimbursement Agreement to repay any amounts drawn under a Credit Facility and to pay interest on such drawn amounts pursuant to such Reimbursement Agreement, which Reimbursement Obligation is secured by the Trust Estate on a parity with the Senior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations or Other Obligations, as appropriate.

“Renewal and Replacement Fund” shall mean the fund so designated and created in Section 5.4(a).

“Revenue Fund” shall mean the fund so designated and created in Section 5.4(a).

“Revenues” shall mean all income and revenues derived from the operation of the System, including (i) all Tolls received by or on behalf of the Authority, (ii) the proceeds of any insurance covering business interruption loss relating to the System or a portion thereof, (iii) any liquidated damages for delayed completion under a construction contract relating to the System or a portion thereof, (iv) any other sources of revenues or funds of the Authority that the Authority chooses to designate as “Revenues” pursuant to a Supplemental Indenture, and (v) the interest and income earned on any fund or account where said interest or income is required to be credited to the Revenue Fund pursuant to this Indenture. “Revenues” does not include Supplemental Security.

“Securities Depository” shall mean any bank or trust company (including the Trustee) appointed by the Authority in accordance with Section 9.13 to act as securities depository for the Obligations of one or more Series.

“Senior Lien Debt Service Fund” shall mean the fund so designated and created in Section 5.4(a).

“Senior Lien Debt Service Reserve Fund” shall mean the fund so designated and created in Section 5.4(a).

“Senior Lien Debt Service Reserve Requirement” shall mean the amount, if any, specified in the Supplemental Indentures authorizing Senior Lien Obligations as the Senior Lien Debt Service Reserve Requirement or, if not so specified, \$0.

“Senior Lien DSRF Security” shall have the meaning given to such term in Section 5.9.

“Senior Lien Obligations” shall mean all Obligations of any kind or class, including bonds, notes, bond anticipation notes, commercial paper and other obligations, issued or incurred as Senior Lien Obligations under and in accordance with this Indenture and any Supplemental Indenture, and includes all obligations of the Authority owed to Holders of (i) Senior Lien Obligations, (ii) Reimbursement Obligations secured by the Trust Estate on a parity with Senior Lien Obligations and (iii) obligations of the Authority under Senior Lien Swap Agreements.

“Senior Lien Swap Agreement” shall mean a Swap Agreement entered into as a Senior Lien Obligation.

“Series” shall mean all of the Obligations designated as a Series in a Supplemental Indenture and which are authenticated and delivered on original issuance in a simultaneous transaction, and any Obligations thereafter authenticated and delivered in lieu of or in substitution for such Obligations pursuant to Article III or Sections 4.6 or 10.6, regardless of variations in maturity, interest rate or other provisions.

“Short-Term Obligations” shall mean all Obligations that mature in less than 365 days and are issued as Short-Term Obligations pursuant to Sections 7.6, 7.7, 7.8 or 7.9. In the event a Credit Enhancer has extended a line of credit or the Authority has undertaken a commercial paper or similar program, only amounts actually borrowed under such line of credit or program

and repayable in less than 365 days shall be considered Short-Term Obligations and the full amount of such commitment or program shall not be treated as Short-Term Obligations to the extent that such facility remains available but undrawn.

“State” shall mean the State of Texas.

“State Comptroller” shall mean the Comptroller of Public Accounts of the State of Texas or any successor thereto.

“Subordinate Lien Debt Service Fund” shall mean the fund so designated and created in Section 5.4(a).

“Subordinate Lien Debt Service Reserve Fund” shall mean the fund so designated and created in Section 5.4(a).

“Subordinate Lien Debt Service Reserve Requirement” shall mean the amount, if any, specified in the Supplemental Indentures authorizing Subordinate Lien Obligations as the Subordinate Lien Debt Service Reserve Requirement or, if not so specified, \$0.

“Subordinate Lien DSRF Security” shall have the meaning given to such term in Section 5.13.

“Subordinate Lien Obligations” shall mean all Obligations of any kind or class, including bonds, notes, bond anticipation notes, commercial paper and other obligations issued or incurred as Subordinate Lien Obligations under and in accordance with this Indenture and any Supplemental Indentures, and includes all obligations of the Authority owed to Holders of (i) Subordinate Lien Obligations, (ii) Reimbursement Obligations secured by the Trust Estate on a parity with Subordinate Lien Obligations and (iii) obligations of the Authority under Subordinate Lien Swap Agreements.

“Subordinate Lien Swap Agreement” shall mean a Swap Agreement entered into as a Subordinate Lien Obligation.

“Substantial Completion” shall mean, as evidenced by a certificate of an Authorized Representative of the Authority pursuant to Section 5.19(d)(2), the point in time when any Project has been partially opened to traffic to the extent that the portions of such Project open to traffic were projected to produce 80% of the Revenues of such Project in the Traffic and Revenue Report issued at the time of the issuance of Obligations to finance the cost of such Project.

“Supplemental Indenture” shall mean any trust indenture supplemental to or amendatory of the Indenture, executed and delivered by the Authority and the Trustee in accordance with Article X.

“Supplemental Security” shall mean (i) any Credit Facility or other credit enhancement for specified Obligations and (ii) any funds received by or obligations payable to the Authority, other than Revenues, which the Authority chooses to include as security for specified Senior

Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations or Other Obligations pursuant to a Supplemental Indenture, as provided in Section 5.18.

“Swap Agreement” shall have the meaning given to such term in Section 3.3.

“Swap Agreement Policy” means a master swap policy as may be adopted by the Board of Directors of the Authority, governing the authorization, execution and delivery of Swap Agreements, as the same may be amended from time to time.

“System” shall mean the Hidalgo County Loop Project System, which shall be comprised of any (i) Project and (ii) other roads, bridges, tunnels or other toll facilities for which the Authority has operational responsibility that, in the case of both (i) and (ii), the Authority designates as part of the Hidalgo County Loop Project System by official action of the Board of Directors, which action may be included in any resolution authorizing Obligations or in any Supplemental Indenture, in accordance with the Act.

“Tender Obligations” shall mean any Obligations the terms of which include (i) an option or an obligation on the part of the Holder to tender all or a portion of such Obligation to the Authority, the Trustee, the Paying Agent or another fiduciary or agent for payment or purchase and (ii) a requirement on the part of the Authority to purchase or cause to be paid or purchased such Obligation or portion thereof if properly tendered.

“Toll” or Tolls” shall mean all rates, rents, fees, charges, fines or other income derived by the Authority from the vehicular usage of the System and the rights of the Authority to receive the same.

“Traffic and Revenue Report” shall mean a report of the Traffic Consultant setting forth the estimated traffic and revenue for the System or a Project.

“Traffic Consultant” shall mean any traffic and revenue consultant or firm of traffic and revenue consultants of favorable national reputation for skill and experience in performing the duties for which a Traffic Consultant is required to be employed pursuant to the provisions of this Indenture and who is retained by or on behalf of the Authority as a Traffic Consultant for the purposes of this Indenture.

“Transfer Date” shall have the meaning given to such term in Section 5.5.

“Trust Estate” shall mean, as of any particular time, all the Revenues, Supplemental Security, Funds, Permitted Investments, properties, rights, moneys, securities and other interests and estates which at such time are pledged and assigned to the Trustee pursuant to the Indenture and any Supplemental Indenture.

“Trustee” shall mean [BANK NAME], a national banking association duly organized and existing under the laws of the United States of America, and its successors in trust under the Indenture.

“Variable Rate Obligations” shall mean any Obligation the interest rate on which fluctuates from time to time subsequent to the time of incurrence. Variable Rate Obligations may

include, without limitation, (i) “auction rate” Obligations (A) the interest rate applicable to which (after an initial period following the issuance thereof or the conversion thereof to such an interest rate mode) is reset from time to time through an auction or bidding system and (B) which the Authority has no obligation to repurchase in connection with the resetting of the interest rate applicable thereto except to the extent proceeds are available for such purpose either from the remarketing of such Obligations or from such other sources as identified in the Supplemental Indenture pursuant to which such Obligations were issued; (ii) Tender Obligations; (iii) commercial paper Obligations which are intended to be reissued and refinanced periodically; (iv) Obligations that bear interest at a fixed rate, but with respect to which the Authority has entered into a Swap Agreement that provides for the Authority to pay a variable interest rate; provided, that the notional amount under the Swap Agreement is equal to or greater than the Outstanding principal amount of the related Obligations and reduces in amounts and on the dates that the related Obligations mature; or (v) other forms of Obligations on which the interest fluctuates or is subject to being set or reset from time to time.

Section 1.2 Authority for This Indenture. This Master Trust Indenture is adopted pursuant to the provisions of the Act.

Section 1.3 Recitals, Table of Contents, Titles and Headings. The terms and phrases used in this Indenture have been included for convenience of reference only and the meaning, construction and interpretation of such words and phrases for purposes of this Indenture shall be determined solely by reference to Section 1.1. The table of contents, titles and headings of the articles and sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4 Interpretation. Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, words of the singular number shall be construed to include correlative words of the plural number and vice versa. References in the Indenture to numbered Articles, Sections or portions thereof shall refer to the respective Articles and Sections of the Indenture, unless expressly specified otherwise. The terms “hereof,” “herein,” “hereunder” and similar terms shall refer to the Indenture as a whole and not to any particular provision of the Indenture. This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of the Indenture.

[END OF ARTICLE I]

## ARTICLE II

### SECURITY OF THE OBLIGATIONS

Section 2.1 Granting Clauses. In order to secure the payment of the Obligations as the same become due and payable, whether at maturity or by prior redemption, and the performance and observance of all of the covenants and conditions herein contained, and in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Obligations by the Holders thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority does hereby GRANT, BARGAIN, CONVEY, ASSIGN and PLEDGE to the Trustee and its successors in trust hereunder all right, title and interest of the Authority, whether now owned or hereafter acquired, in and to (i) all Revenues (subject to the requirements for transfers of Revenues to the Rebate Fund and Operating Fund set forth in Section 5.5) and, to the extent set forth in a Supplemental Indenture, any Supplemental Security; (ii) all moneys, including investment earnings, deposited into accounts or funds created in Sections 5.4 and 5.19 or in a Supplemental Indenture to be held by or on behalf of the Trustee subject to the provisions of this Indenture relating to each of such funds and accounts (but excluding moneys on deposit in the Operating Fund and Rebate Fund and amounts held in an account or subaccount of the Construction Fund containing moneys that are restricted to another use, such as right-of-way contributions that may be used for only that purpose); (iii) any insurance proceeds and other moneys required to be deposited in such accounts and funds by this Indenture or the provisions of a Supplemental Indenture; and (iv) all payments received by the Authority pursuant to Swap Agreements (collectively, the “Trust Estate”),

FIRST: for the equal and proportionate benefit and security of all Senior Lien Obligations, all of which, regardless of the time or times of their delivery, maturity or other due date, shall be of equal rank without preference, priority or distinction as to lien or otherwise of any Senior Lien Obligation over any other Senior Lien Obligation, except as otherwise permitted by or provided for in this Indenture or in a Supplemental Indenture; provided, that any funds held by the Trustee for the payment of specific Senior Lien Obligations which are deemed to have been paid pursuant to the provisions of Article XI and any funds deposited with the Trustee hereunder specifically to be held in escrow or otherwise to provide additional security or an additional source of payment for specified Senior Lien Obligations shall be held and used only to pay or provide security for the Senior Lien Obligations for which such deposit was made and shall not be held as security on a parity for any other Senior Lien Obligations; and provided further, that the Trustee shall apply the Trust Estate hereunder to the payment of the principal of, and interest on, or Maturity Amount of, and other payments with respect to the Senior Lien Obligations and for the purposes and uses and in the order of priority set forth herein prior to the payment of the principal of, and interest on, or Maturity Amount of, and other payments with respect to Junior Lien Obligations, Subordinate Lien Obligations or Other Obligations; and

SECOND: subject to the security interest in the Trust Estate pledged for the security and payment of the Senior Lien Obligations, for the equal and proportionate benefit and security of all Junior Lien Obligations, all of which, regardless of the time or times of

their delivery, maturity or other due date, shall be of equal rank without preference, priority or distinction as to lien or otherwise of any Junior Lien Obligation over any other Junior Lien Obligation, except as otherwise permitted by or provided for in this Indenture or in a Supplemental Indenture; provided, that any funds held by the Trustee for the payment of specific Junior Lien Obligations that are deemed to have been paid pursuant to the provisions of Article XI and any funds deposited with the Trustee hereunder specifically to be held in escrow or otherwise to provide additional security or an additional source of payment for specified Junior Lien Obligations shall be held and used only to pay or provide security for the Junior Lien Obligations for which such deposit was made and shall not be held as security on a parity for any other Junior Lien Obligations; and provided further, that the Trustee shall apply the Trust Estate hereunder to the payment of the principal of, and interest on, or Maturity Amount of, and other payments with respect to the Junior Lien Obligations and for the purposes and uses and in the order of priority set forth herein subordinate to the payment of the Senior Lien Obligations but prior to the payment of the principal of, and interest on, or Maturity Amount of, and other payments with respect to Subordinate Lien Obligations and Other Obligations; and

THIRD: subject to the security interest in the Trust Estate pledged for the security and payment of the Senior Lien Obligations and the Junior Lien Obligations, for the equal and proportionate benefit and security of all Subordinate Lien Obligations, all of which, regardless of the time or times of their delivery, maturity or other due date, shall be of equal rank without preference, priority or distinction as to lien or otherwise of any Subordinate Lien Obligation over any other Subordinate Lien Obligation, except as otherwise permitted by or provided for in this Indenture or in a Supplemental Indenture; provided, that any funds held by the Trustee for the payment of specific Subordinate Lien Obligations which are deemed to have been paid pursuant to the provisions of Article XI and any funds deposited with the Trustee hereunder specifically to be held in escrow or otherwise to provide additional security or an additional source of payment for specified Subordinate Lien Obligations shall be held and used only to pay or provide security for the Subordinate Lien Obligations for which such deposit was made and shall not be held as security on a parity for any other Subordinate Lien Obligations; and provided further, that the Trustee shall apply the Trust Estate hereunder to the payment of the principal of, and interest on, or Maturity Amount of, and other payments with respect to the Subordinate Lien Obligations and for the purposes and uses and in the order of priority set forth herein subordinate to the payment of the Senior Lien Obligations and the Junior Lien Obligations but prior to the payment of the principal of and interest on, or Maturity Amount of, and other payments with respect to Other Obligations; and

FOURTH: excluding moneys on deposit in the Renewal and Replacement Fund and subject to the security interest in the Trust Estate pledged for the security and payment of the Senior Lien Obligations, the Junior Lien Obligations and the Subordinate Lien Obligations, for the equal and proportionate benefit and security of all Other Obligations, all of which, regardless of the time or times of their delivery, maturity or other due date, shall be of equal rank without preference, priority or distinction as to lien or otherwise of any Other Obligation over any other Other Obligation, except as otherwise permitted by or provided for in this Indenture or in a Supplemental Indenture; provided, that any funds

held by the Trustee for the payment of specific Other Obligations which are deemed to have been paid pursuant to the provisions of Article XI and any funds deposited with the Trustee hereunder specifically to be held in escrow or otherwise to provide additional security or an additional source of payment for specified Other Obligations shall be held and used only to pay or provide security for the Other Obligations for which such deposit was made and shall not be held as security on a parity for any other Other Obligations; and provided further, that the Trustee shall apply the Trust Estate hereunder to the payment of the principal of, and interest on, or Maturity Amount of, and other payments with respect to the Other Obligations and for the purposes and uses and in the order of priority set forth herein subordinate to the payment of the Senior Lien Obligations, the Junior Lien Obligations and the Subordinate Lien Obligations.

TO HAVE AND TO HOLD all the same, with rights and privileges appurtenant thereto, unto the Trustee and its successors in trust forever, subject, however, to all of the terms and provisions of this Indenture;

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, for the equal and proportionate benefit and security of the Holders from time to time of the Obligations issued and to be issued hereunder, without preference, priority or distinction as to lien or otherwise of any Obligation over any other Obligation except as provided in this Indenture or in a Supplemental Indenture;

PROVIDED, HOWEVER, that if the Authority, its successors or assigns, shall well and truly pay, or cause to be paid, the principal amount or Maturity Amount, as applicable, of the Obligations and the interest due or to become due thereon, at the times and in the manner provided in the Obligations according to the true intent and meaning thereof, and shall cause the payments to be made into the Funds in the amounts required hereby, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee an amount sufficient to provide for payment of the entire amount due or to become due thereon as provided in this Indenture, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then, upon such payment and performance, this Indenture and the rights and liens hereby granted shall cease, determine and be void; otherwise, this Indenture is to be and shall remain in full force and effect.

Section 2.2 Time of Pledge; Delivery of Trust Estate. The grant, conveyance, assignment, mortgage and pledge of the Trust Estate, including the Revenues, pursuant to the provisions of this Indenture shall be effective from and after the payment for and delivery of the Obligations. Nothing in the Indenture shall create an obligation on the part of the Authority to physically deliver the Trust Estate to the Trustee except as expressly provided in this Indenture.

Section 2.3 Limited Obligations of Authority. The Obligations shall be limited obligations of the Authority payable solely from the Trust Estate, including the Revenues. The Obligations shall constitute a valid claim of the respective Holders thereof against such Trust Estate, which is pledged to secure the payment of the principal amount or Maturity Amount, as applicable, of and interest on the Obligations, whether at maturity or upon prior redemption, and

which shall be utilized for no other purpose, except as expressly authorized in this Indenture. The Obligations shall never constitute general obligations of the Authority and under no circumstances shall the Obligations ever be payable from, nor shall the Holder thereof have any rightful claim to, any income, revenues, funds or assets of the Authority other than those pledged hereunder as security for the payment of the Obligations.

Section 2.4 Declaration. It is hereby expressly declared that the Trust Estate hereby pledged is to be applied, disbursed, dealt with and disposed of under, upon and subject to the terms, conditions, covenants, agreements, uses and purposes set forth in this Indenture.

[END OF ARTICLE II]

## ARTICLE III

### AUTHORIZATION AND ISSUANCE OF OBLIGATIONS, GENERAL TERMS AND PROVISIONS OF THE OBLIGATIONS

Section 3.1 Authorization of Obligations. (a) This Indenture provides for and authorizes the issuance from time to time pursuant to this Indenture and one or more Supplemental Indentures of Obligations of the Authority and creates a continuing pledge and lien to secure the full and final payment of the principal amount or Maturity Amount, as applicable, of and interest on all the Obligations. The aggregate principal amount or Maturity Amount, as applicable, of the Obligations which may be executed, authenticated and delivered under this Indenture is not limited, except as may be provided hereafter in this Indenture or as may be limited hereafter by the Act.

Section 3.2 Provisions for Issuance of Obligations. (a) All (but not less than all) of the initial Obligations of each Series, other than Refunding Obligations which shall be executed and issued as described in (b) hereof, shall be executed by the Authority for issuance under this Indenture and delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to the Authority or upon its order, but only upon the receipt by the Trustee of:

(1) A [Counsel's Opinion] to the effect that: (i) the Authority has the right and power under the Act, as amended, to authorize, execute and deliver the Indenture and the Indenture has been duly and lawfully authorized, executed and delivered by the Authority, is in full force and effect and is valid and binding upon the Authority and no other official action for the authorization, execution and delivery of the Indenture is required; (ii) the Indenture creates the valid pledge which it purports to create of the Trust Estate, subject to the application thereof to the purposes and on the conditions permitted by the Indenture; (iii) the Obligations of such Series have been duly and validly authorized and issued in accordance with the Act, as amended to the date of such Counsel's Opinion, and in accordance with the Indenture; and (iv) the Obligations of such Series are valid and binding limited obligations of the Authority as provided in the Indenture, are enforceable in accordance with their terms and the terms of the Indenture, and are entitled to the benefits of the Indenture, as amended to the date of such Counsel's Opinion; provided, however, that such Counsel's Opinion may take exception for limitations imposed by or resulting from bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally;

(2) A Letter of Instructions as to the authentication and delivery of such Obligations;

(3) A certified copy of the resolution of the Board of Directors of the Authority authorizing the issuance of such Obligations;

(4) A copy of the applicable Supplemental Indenture, executed by an Authorized Representative of the Authority, which shall specify:

(i) The principal amount and the designation of the Obligations;

(ii) The date and the maturity date or dates of the Obligations of such Series and the original principal amount of the Obligations of each such maturity;

(iii) The designation of any of the Obligations of such Series as Long-Term Obligations, Short-Term Obligations or Variable Rate Obligations;

(iv) The Interest Payment Dates, the interest rate or rates of the Obligations, or the manner of determining such rate or rates, and the basis on which interest shall be calculated;

(v) The designation of any of the Obligations to be Capital Appreciation Bonds or Convertible Bonds, the specification of the Compounding Dates for such Obligations, a Compounded Amount Table setting forth the Compounded Amount of such Capital Appreciation Bonds or Convertible Bonds as of the date of original issuance of such Series and as of each Compounding Date during the stated term thereof, and the Maturity Amounts for each of such Capital Appreciation Bonds or Convertible Bonds;

(vi) The Authorized Denominations of and the manner of dating, numbering and lettering the Obligations of such Series;

(vii) The designation of any Paying Agents and Security Depository and the methods and places of payment of the principal amount or Maturity Amount, as applicable, of and interest on the Obligations of such Series;

(viii) Subject to Article IV, the redemption prices and other terms upon which the Obligations of such Series shall be subject to redemption, including the manner in which such Obligations are required to be selected for redemption;

(ix) If so determined by the Authority, a description of any Permitted Investments or Defeasance Securities to be added to such definitions or any restrictions to be imposed on Permitted Investments or Defeasance Securities;

(x) If so determined by the Authority, provisions for the sale of the Obligations of such Series;

(xi) If so determined by the Authority, the provisions of any Supplemental Security provided for the Obligations of such Series.

(xii) The forms of the Obligations of such Series, the Trustee's certificate of authentication and the registration certificate of the State Comptroller; and

(xiii) Any other provisions, covenants or agreements deemed advisable by the Authority not in conflict with the provisions of the Indenture.

(5) Such amounts as are required by the applicable Supplemental Indenture to be deposited in the Funds created pursuant to this Indenture or the applicable Supplemental Indenture;

(6) A certificate of an Authorized Representative of the Authority to the effect that the Authority (i) is in compliance with requirements of Article VII that are applicable to the Obligations of such Series, if any, and (ii) is not, at the time of the issuance of the Obligations of such Series, committing an Event of Default under the Indenture;

(7) A Letter of Instructions as to the disposition and investment of the proceeds of such Obligations and related amounts;

(8) If required by the Act, the approving opinion of the Attorney General of the State to the effect that the Obligations have been issued in accordance with law, or a judgment of a district court of the State validating the issuance of Obligations;

(9) If required by the Act, the certificate of registration of such Obligations from the State Comptroller; and

(10) Such further documents and moneys as are required by the provisions of Article X or any Supplemental Indenture.

(b) All (but not less than all) of the initial Refunding Obligations of each Series shall be executed by the Authority for issuance under the Indenture and delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to the Authority or upon its order, but only upon the receipt by the Trustee of:

(1) The documents and moneys referred to in paragraphs (1), (2), (3), (4), (5), (7), (8), (9) and (10) of subsection of (a) in this Section;

(2) If the Obligations to be refunded are to be called for redemption, a Letter of Instructions to the Trustee, to give due notice of redemption of all the Obligations to be refunded on a redemption date or dates specified in such Letter of Instructions;

(3) A Letter of Instructions to the Trustee, satisfactory to it, to give the notice provided for in Section 11.2 to the Holders of the Obligations being refunded;

(4) Either (i) moneys in an amount sufficient to effect payment at the applicable redemption price (or the principal amount or Maturity Amount, as applicable, at maturity) of the Obligations to be refunded, together with accrued interest on such Obligations to the redemption (or maturity) date, which moneys shall be held by the Trustee, any Depository or any one or more of the Paying Agents, in a separate account irrevocably in trust for and assigned to the respective Holders of the Obligations to be refunded, or (ii) Defeasance Securities in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications, as shall be necessary to comply with the provisions of Section 11.2 and any moneys required pursuant to Section 11.2, which Defeasance Securities and moneys shall be held in trust

and used only as provided in Section 11.2 and any applicable Supplemental Indenture;  
and

(5) Such further documents and moneys as are required by the provisions of Article XI or any Supplemental Indenture.

(c) All the Obligations of each Series of the same maturity shall be identical in all respects, except as to interest rate, denominations, numbers and letters. After the original issuance of Obligations of any Series no Obligations of such Series shall be issued except in lieu of or in substitution for other Obligations of such Series pursuant to Article III or Section 4.6 or Section 10.6.

Section 3.3 Provisions for Swap Agreements. The Authority may enter into one or more contracts having an interest rate, currency, cash-flow, or other basis desired by the Authority (a “Swap Agreement”), including, without limitation and to the extent permitted by law, interest rate swap agreements, currency swap agreements, forward payment conversion agreements, futures contracts, contracts providing for payments based on levels of or changes in interest rates, currency exchange rates, stock or other indices, or contracts to exchange cash flows or a series of payments, and contracts including, without limitation, interest rate floors or caps, options, puts or calls to hedge payment, currency rate, spread or similar exposure, secured by or payable from Revenues; provided, that before entering into the Swap Agreement, the Authority shall file with the Trustee the following:

(a) Senior Lien Swap Agreements: (1) A certified copy of the resolution of the Board of Directors of the Authority authorizing the execution and delivery of the Swap Agreement (no Supplemental Indenture being required unless the Authority determines it to be necessary) and specifying therein that payments owed by the Authority under the Swap Agreement (other than termination payments) shall be secured by a pledge of and lien on the Trust Estate on a parity with Senior Lien Obligations;

(2) An original executed counterpart of the Swap Agreement;

(3) A Counsel’s Opinion addressed to the Authority and to the Trustee, to the effect that execution of the Swap Agreement is permitted under the laws of the State and will not adversely affect the exclusion from gross income of interest on any Senior Lien Obligations for federal income tax purposes;

(4) A certificate of an Authorized Representative of the Authority that the Authority is not under default under the Indenture or any Supplemental Indenture and that the Swap Agreement is in compliance with the Swap Agreement Policy;

(5) To the extent required by law, an approving opinion of the Attorney General of the State approving the Swap Agreement;

(6) Evidence that the provisions of Section 7.6(b) have been met; and

(7) Such further documents as are required by the Swap Agreement or counsel to the Authority.

In the event the Authority wishes to enter into a Swap Agreement and to have its obligations thereunder be on parity with the Senior Lien Obligations, it shall file with the Trustee the items set forth above, together with, if deemed necessary by the Authority, a Supplemental Indenture granting such parity position (in which event, such Swap Agreement shall constitute a “Senior Lien Swap Agreement”). Upon entering into a Senior Lien Swap Agreement, unless otherwise provided in the Supplemental Indenture, the Authority shall, in accordance with the provisions of Section 5.5, pay to the Trustee for deposit into the Senior Lien Debt Service Fund the net amount payable, if any, to the Senior Lien Swap Agreement Counterparty as if such amounts were additional amounts of interest due. The Trustee, on behalf of the Authority, shall pay, when due, to the Senior Lien Swap Agreement Counterparty amounts payable under the Senior Lien Swap Agreement from the amounts deposited in the Senior Lien Debt Service Fund. Net amounts received by the Authority or the Trustee from the Counterparty pursuant to a Senior Lien Swap Agreement shall be deposited to the credit of the Senior Lien Debt Service Fund or to such other account as designated by an Authorized Representative of the Authority. Notwithstanding the foregoing, any amounts payable by the Authority as termination payments under a Senior Lien Swap Agreement shall be secured by a pledge and lien on the Trust Estate on a subordinate basis to the Senior Lien Obligations.

(b) Junior Lien Swap Agreements: (1) A certified copy of the resolution of the Board of Directors of the Authority authorizing the execution and delivery of the Swap Agreement (no Supplemental Indenture being required unless the Authority determines it to be necessary) and specifying therein that payments owed by the Authority under the Swap Agreement (other than termination payments) shall be secured by a pledge of and lien on the Trust Estate on a parity with Junior Lien Obligations;

(2) An original executed counterpart of the Swap Agreement;

(3) A Counsel’s Opinion addressed to the Authority and to the Trustee, to the effect that execution of the Swap Agreement is permitted under the laws of the State and will not adversely affect the exclusion from gross income of interest on any Junior Lien Obligations for federal income tax purposes;

(4) A certificate of an Authorized Representative of the Authority that the Authority is not under default under the Indenture or any Supplemental Indenture and that the Swap Agreement is in compliance with the Swap Agreement Policy;

(5) To the extent required by law, an approving opinion of the Attorney General of the State approving the Swap Agreement;

(6) Evidence that the provisions of Section 7.7(b) have been met; and

(7) Such further documents as are required by the Swap Agreement or counsel to the Authority.

In the event the Authority wishes to enter into a Swap Agreement and to have its obligations thereunder be on parity with the Junior Lien Obligations, it shall file with the Trustee the items set forth above, together with, if deemed necessary by the Authority, a Supplemental Indenture granting such parity position (in which event, such Swap Agreement shall constitute a

“Junior Lien Swap Agreement”). Upon entering into a Junior Lien Swap Agreement, unless otherwise provided in the Supplemental Indenture, the Authority shall, in accordance with the provisions of Section 5.5, pay to the Trustee for deposit into the Junior Lien Debt Service Fund the net amount payable, if any, to the Junior Lien Swap Agreement Counterparty as if such amounts were additional amounts of interest due. The Trustee, on behalf of the Authority, shall pay, when due, to the Junior Lien Swap Agreement Counterparty amounts payable under the Junior Lien Swap Agreement from the amounts deposited in the Junior Lien Debt Service Fund. Net amounts received by the Authority or the Trustee from the Counterparty pursuant to a Junior Lien Swap Agreement shall be deposited to the credit of the Junior Lien Debt Service Fund or to such other account as designated by an Authorized Representative of the Authority. Notwithstanding the foregoing, any amounts payable by the Authority as termination payments under a Junior Lien Swap Agreement shall be secured by a pledge and lien on the Trust Estate on a subordinate basis to the Junior Lien Obligations.

(c) Subordinate Lien Swap Agreements: (1) A certified copy of the resolution of the Board of Directors of the Authority authorizing the execution and delivery of the Swap Agreement (no Supplemental Indenture being required unless the Authority determines it to be necessary) and specifying therein that payments owed by the Authority under the Swap Agreement (other than termination payments) shall be secured by a pledge of and lien on the Trust Estate on a parity with Subordinate Lien Obligations;

(2) An original executed counterpart of the Swap Agreement;

(3) A Counsel’s Opinion addressed to the Authority and to the Trustee, to the effect that execution of the Swap Agreement is permitted under the laws of the State and will not adversely affect the exclusion from gross income of interest on any Subordinate Lien Obligations for federal income tax purposes;

(4) A certificate of an Authorized Representative of the Authority that the Authority is not under default under the Indenture or any Supplemental Indenture and that the Swap Agreement is in compliance with the Swap Agreement Policy;

(5) To the extent required by law, an approving opinion of the Attorney General of the State approving the Swap Agreement;

(6) Evidence that the provisions of Section 7.8(b) have been met; and

(7) Such further documents as are required by the Swap Agreement or counsel to the Authority.

In the event the Authority wishes to enter into a Swap Agreement and to have its obligations thereunder be on parity with the Subordinate Lien Obligations, it shall file with the Trustee the items set forth above, together with, if deemed necessary by the Authority, a Supplemental Indenture granting such parity position (in which event, such Swap Agreement shall constitute a “Subordinate Lien Swap Agreement”). Upon entering into a Subordinate Lien Swap Agreement, unless otherwise provided in the Supplemental Indenture, the Authority shall, in accordance with the provisions of Section 5.5, pay to the Trustee for deposit into the Subordinate Lien Debt Service Fund the net amount payable, if any, to the Subordinate Lien

Swap Agreement Counterparty as if such amounts were additional amounts of interest due. The Trustee, on behalf of the Authority, shall pay, when due, to the Subordinate Lien Swap Agreement Counterparty amounts payable under the Subordinate Lien Swap Agreement from the amounts deposited in the Subordinate Lien Debt Service Fund. Net amounts received by the Authority or the Trustee from the Counterparty pursuant to a Subordinate Lien Swap Agreement shall be deposited to the credit of the Subordinate Lien Debt Service Fund or to such other account as designated by an Authorized Representative of the Authority. Notwithstanding the foregoing, any amounts payable by the Authority as termination payments under a Subordinate Lien Swap Agreement shall be secured by a pledge and lien on the Trust Estate on a subordinate basis to the Subordinate Lien Obligations.

Section 3.4 Application of Obligation Proceeds. The proceeds, including accrued interest and premium, if any, on the Obligations of each Series, including Refunding Obligations, together with other moneys provided by the Authority, shall be applied simultaneously with the delivery of such Obligations in the manner provided in the applicable Supplemental Indenture.

Section 3.5 Medium and Method of Payment; Form and Date; Letters and Numbers.  
(a) The Obligations shall be payable, with respect to interest and principal, or Maturity Amount, as applicable, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Payments of the principal of and interest on the Obligations of each Series shall be made by such method or methods as may be specified in the applicable Supplemental Indenture.

(b) The Obligations of each Series shall be issued in fully registered form without coupons.

(c) The Obligations of each Series shall be dated as provided in the applicable Supplemental Indenture. Each Obligation shall bear interest from the Interest Payment Date thereon next preceding the date of authentication of such Obligation, unless such date of authentication is an Interest Payment Date, in which case such Obligation shall bear interest from such Interest Payment Date, or unless such date of authentication is prior to the first Interest Payment Date on such Obligation, in which case such Obligation shall bear interest from either the date thereof or the date of initial delivery of such Obligation, as provided in the applicable Supplemental Indenture; provided, however, that if on such date of authentication the Authority is in default in the payment of interest on such Obligation, then such Obligation shall bear interest from the date to which interest shall have been paid.

(d) Each Obligation shall be lettered and numbered as provided in this Indenture and the applicable Supplemental Indenture so as to be distinguished from every other Obligation.

Section 3.6 Legends. The Obligations of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of the Indenture as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission or brokerage board, or otherwise, as may be determined by the Authority prior to the authentication and delivery thereof.

Section 3.7 Execution, Authentication and Registration of Obligations. (a) The Obligations shall be executed in the name of the Authority by the manual or facsimile signature of its Chairman, Vice Chairman or other Authorized Representative of the Authority, and its corporate seal (or a facsimile thereof) shall be impressed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of the Secretary, Assistant Secretary or other Authorized Representative of the Authority, or in such other manner as may be required or permitted by the Act. In case any one or more of the Authorized Representatives who shall have signed or sealed any of the Obligations shall cease to be Authorized Representatives before the Obligations so signed and sealed shall have been authenticated and delivered by the Trustee, such Obligations nevertheless may be authenticated and delivered as herein provided, and may be issued as if the persons who signed or sealed such Obligations had not ceased to be Authorized Representatives. Any Obligation of a Series may be signed and sealed on behalf of the Authority by such persons as at the time of the execution of such Obligations shall be duly authorized for such purpose, although at the date borne by the Obligations of such Series such persons may not have been so authorized.

(b) Except as provided in this subsection, and if required by the Act, the Obligations of each Series shall be registered by the State Comptroller, which registration shall be evidenced by the manual signature of the State Comptroller or his deputy and the official seal of the State Comptroller shall be impressed or placed in facsimile on the Obligations of each Series. Any Obligation or Obligations issued in exchange, substitution or replacement for any other Obligation or Obligations pursuant to the provisions of this Article III, Section 4.6 or Section 10.6 need not be reregistered by the State Comptroller.

(c) Except for Obligations registered by the State Comptroller as provided for in subsection (b) above, the Obligations of each Series shall bear thereon a certificate of authentication, in the form set forth in the applicable Supplemental Indenture, executed manually by the Trustee. Only such Obligations as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under the Indenture and no Obligation shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee. Such certificate of the Trustee upon any Obligation executed on behalf of the Authority shall be conclusive evidence that the Obligation or authenticated has been duly authenticated and delivered under the Indenture and that the Holder thereof is entitled to the benefits of the Indenture.

Section 3.8 Exchange of Obligations. Upon surrender of any Obligations at the Designated Payment/Transfer Office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the Holder or the duly authorized attorney of the Holder, such Obligations may be exchanged, at the option of the Holder thereof, and upon payment by such Holder of any charges which the Trustee or the Authority may make as provided in Section 3.10, for an Obligation or Obligations of an equal aggregate principal amount or Maturity Amount, as applicable, and of the same Series, maturity and interest rate, in any Authorized Denomination.

Section 3.9 Transfer of Obligations. Obligations shall be transferable only upon the registration books of the Authority, which shall be kept for that purpose at the Designated Payment/Transfer Office of the Trustee, by the Holder thereof in person or by the attorney of the

Holder duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the Holder or his duly authorized attorney. Upon the transfer of any such Obligation and payment of any required fees the Authority shall issue in the name of the transferee a new Obligation or Obligations, of the same aggregate principal amount or Maturity Amount, as applicable, and of the same Series, maturity and interest rate as the surrendered Obligation, in any Authorized Denomination.

Section 3.10 Regulations with Respect to Exchanges and Transfers. In all cases in which the privilege of exchanging or transferring Obligations is exercised, the Authority shall execute and the Trustee shall authenticate and deliver Obligations in accordance with the provisions of the Indenture. All Obligations surrendered in any exchanges or transfers shall be cancelled by the Trustee. For every such exchange or transfer of Obligations, whether temporary or definitive, the Authority or the Trustee shall make a charge sufficient to reimburse it or them for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer and to reimburse the Trustee for administrative expenses, which sum or sums shall be paid by the Holder requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. In addition, the cost, if any, of preparing each new Obligation upon such exchange or transfer and any other expenses of the Authority or the Trustee incurred in connection therewith shall be paid by the Holder requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. Obligations issued in exchange, substitution or replacement of other Obligations may bear a certificate of the Trustee, which may be executed in facsimile, to the effect that the Series of Obligations of which the exchanged substituted or replaced Obligation is a part was approved by the Attorney General of Texas or validated by a district court of the State of Texas and registered by the State Comptroller. Neither the Authority nor the Trustee shall be required (i) to transfer or exchange Obligations for a period of 15 days next preceding an Interest Payment Date on such Obligations or next preceding any selection of Obligations to be redeemed or thereafter until after the mailing of any notice of redemption; or (ii) to transfer or exchange any Obligations called for redemption.

Section 3.11 Ownership of Obligations. (a) Except as provided in subsection (b) of this Section 3.11 and subsection (c) of Section 9.13, the Authority, the Trustee and any Paying Agent may deem and treat the Person in whose name any Obligation is registered upon the Obligation registration books kept by the Trustee as the absolute owner of such Obligation for all purposes of the Indenture, regardless of any notice to the contrary. All payments of the principal or Maturity Amount, as applicable, of and interest on such Obligation made to such Person or upon the order of such Person shall be valid and effectual to satisfy and discharge the liability of the Authority upon such Obligation to the extent of the amounts so paid.

(b) If so provided in the applicable Supplemental Indenture, payment of interest on any Obligation may be made to the Person in whose name such Obligation is registered as of a specified day of the month (whether or not a business day) immediately preceding the applicable Interest Payment Date.

Section 3.12 Mutilated, Destroyed, Stolen or Lost Obligations. In case any Obligation shall become mutilated or be destroyed, stolen or lost, the Authority shall execute, by facsimile signature or otherwise, and the Trustee shall authenticate and deliver, a replacement

Obligation, in any Authorized Denomination, of the same Series, maturity and interest rate and in an equal principal amount or Maturity Amount, as applicable, as the Obligation so mutilated, lost, stolen or destroyed, provided that (i) in the case of such mutilated Obligation, such Obligation is first surrendered to the Authority, (ii) in the case of any such lost, stolen or destroyed Obligation, there is first furnished evidence of such loss, theft or destruction satisfactory to the Authority together with indemnity satisfactory to the Authority, (iii) all other reasonable requirements of the Authority are complied with, and (iv) expenses in connection with such transaction are paid by the Holder. All Obligations so surrendered to the Trustee shall be cancelled by it. Any such replacement Obligations issued pursuant to this Section in substitution for Obligations alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the Authority, whether or not the Obligations alleged to be destroyed, stolen or lost be at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Obligations issued under the Indenture, in the Trust Estate.

Section 3.13 Temporary Obligations. (a) Until the definitive Obligations of any Series are prepared, the Authority may execute, in the same manner as is provided in Section 3.6, and, upon the request of the Authority, the Trustee shall authenticate and deliver, in lieu of definitive Obligations, but subject to the same provisions, limitations and conditions as the definitive Obligations except as to denominations thereof and as to exchangeability, one or more temporary Obligations substantially of the tenor of the definitive Obligations in lieu of which such temporary Obligation or Obligations are issued, with such omissions, insertions and variations as may be appropriate to temporary Obligations. The Authority at its own expense shall prepare and execute and, upon the surrender of such temporary Obligations for exchange and the cancellation of such surrendered temporary Obligations, the Trustee shall authenticate and, without charge to the Holder thereof, deliver in exchange therefor, definitive Obligations, in any Authorized Denomination, of the same Series, maturity and interest rate and in any equal aggregate principal amount or Maturity Amount, as applicable, as the temporary Obligations surrendered. Until so exchanged, the temporary Obligations shall in all respects be entitled to the same benefits and security as definitive Obligations authenticated and issued pursuant to the Indenture.

(b) All temporary Obligations surrendered in exchange for a definitive Obligation or Obligations shall be cancelled by the Trustee.

Section 3.14 Cancellation and Destruction of Obligations. Except as otherwise provided in the Indenture, all Obligations paid in full, either at or before maturity, or purchased by the Authority pursuant to the provisions of Section 4.8 and Sections 5.8, 5.10, 5.12 or 5.15, shall be delivered to the Trustee when such payment or purchase is made, and such Obligations shall be cancelled promptly. Obligations so cancelled may be destroyed at any time by the Trustee, who shall execute a certificate of destruction in duplicate by the signature of one of its authorized officers describing the Obligations so destroyed. One executed certificate shall be filed with the Authority and the other executed certificate shall be retained by the Trustee.

[END OF ARTICLE III]

## ARTICLE IV

### REDEMPTION OF BONDS

Section 4.1 Privilege of Redemption and Redemption Price. Obligations shall be redeemable, upon notice as provided in this Article IV, at such times, at such redemption prices and upon such terms, in addition to the terms contained in this Article IV, as may be specified in the applicable Supplemental Indenture.

Section 4.2 Redemption at the Election or Direction of the Authority. In the case of any redemption of Obligations at the election or direction of the Authority, the Authority shall give written notice to the Trustee, in the form of a Letter of Instructions, of the Authority's election or direction to redeem, of the redemption date, of the Series, and of the aggregate principal amounts or Maturity Amounts, as applicable, of Obligations of each maturity of such Series to be redeemed (and of each interest rate within each such maturity, if more than one), which Series, maturities, interest rates and principal amounts or Maturity Amounts, as applicable, thereof to be redeemed shall be determined by the Authority in its discretion, subject to such limitations with respect thereto as may be set forth in the applicable Supplemental Indenture. Such notice shall be given at least 40 days prior to the redemption date or such shorter period as shall be acceptable to the Trustee. In the event notice of redemption shall have been given as provided in Section 4.5, there shall be paid prior to or on the redemption date to the appropriate Paying Agents an amount in cash which, in addition to other moneys, if any, available therefor held by such Paying Agents, will be sufficient to redeem on the redemption date at the redemption price thereof, plus interest accrued and unpaid to the redemption date, all of the Obligations to be redeemed.

Section 4.3 Redemption Otherwise Than at Authority's Election or Direction. Whenever by the terms of the Indenture the Trustee is required or authorized to redeem Obligations otherwise than at the election or direction of the Authority, the Trustee shall select the Obligations to be redeemed in the manner required by the applicable Supplemental Indenture, give the notice of redemption and pay out moneys available therefor in an amount sufficient to pay the redemption price thereof, plus interest accrued and unpaid to the redemption date, to the appropriate Paying Agents in accordance with the terms of this Article IV.

Section 4.4 Selection of Obligations to be Redeemed. If less than all of the Obligations of the same maturity and interest rate of any Series shall be called for prior redemption, the particular Obligations or portions of Obligations of such Series, maturity and interest rate to be redeemed shall be selected at random by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate; provided, however, that any Obligation redeemed in part shall be redeemed in an amount such that the unredeemed portion thereof shall equal an Authorized Denomination, and provided further that, in selecting Obligations for redemption, the Trustee shall treat each Obligation in a denomination greater than the minimum Authorized Denomination as representing that number of Obligations of the minimum Authorized Denomination which is obtained by dividing the principal amount or Maturity Amounts, as applicable, of such Obligation by the minimum Authorized Denomination.

Section 4.5 Notice of Redemption. When the Trustee shall receive notice from the Authority of its election or direction to redeem Obligations pursuant to Section 4.2, and when redemption of Obligations is authorized or required pursuant to Section 4.3, the Trustee shall give notice, in the name of the Authority, of the redemption of such Obligations, which notice shall specify the Series, maturities and interest rates of the Obligations to be redeemed, the redemption date and the method and place or places of payment of the redemption price of such Obligations and, if less than all of the Obligations of any like Series, maturity and interest rate are to be redeemed, the letters and numbers or other distinguishing marks of such Obligations so to be redeemed, and, in the case of Obligations to be redeemed in part only, such notices shall also specify the respective portions of the principal amounts or Maturity Amounts, as applicable, thereof to be redeemed. Subject to Section 4.7, such notice shall further state that on such date there shall become due and payable upon each Obligation to be redeemed the redemption price thereof, or the redemption price of the specified portions of the principal amounts or Maturity Amounts, as applicable, thereof, in the case of Obligations to be redeemed in part only, together with interest accrued to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable. Such notice shall be given, not more than 60 and not less than 30 days before the redemption date, by first-class mail, postage prepaid, to the Holder of each Obligation which is to be redeemed in whole or in part, at the address appearing upon the registration books kept by the Trustee; provided, however, that any such notice required to be sent to a Securities Depository may be sent by any method agreed upon by the Authority, the Trustee and such Securities Depository. The Trustee's obligation to give notice required by this Section 4.5 shall not be conditioned upon the prior payment to the Trustee of funds sufficient to pay the redemption price of the Obligations to which such notice relates or interest thereon to the redemption date, unless otherwise specified in the applicable Supplemental Indenture.

Section 4.6 Payment of Redeemed Obligations. Subject to Section 4.7, notice having been given in the manner provided in Section 4.5, the Obligations or portions thereof so called for redemption shall become due and payable on the redemption date so designated at the redemption price, plus interest accrued and unpaid to the redemption date. If there shall be selected for redemption less than all of an Obligation, the Authority shall execute, the Trustee shall authenticate and the Paying Agent shall deliver, upon the surrender of such Obligation, without charge to the Holder thereof, for the unredeemed balance of the principal amount or Maturity Amount, as applicable, of the Obligation so surrendered, Obligations of the same Series, maturity, interest rate and aggregate principal amount or Maturity Amount, as applicable, in any Authorized Denomination; provided, however, that if the applicable Supplemental Indenture provides that the redemption price of any Obligation redeemed in part is payable without the necessity of the presentation and surrender of such Obligation, then the Trustee shall note on its records the principal amount or Maturity Amount, as applicable, so paid and the remaining Outstanding principal amount or Maturity Amount, as applicable, of such Obligation. If, on the redemption date, moneys for the redemption of all the Obligations or portions thereof of the same Series, maturity and interest rate to be redeemed, together with interest to the redemption date, shall be held by the Paying Agents so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date, interest on the Obligations or portions thereof of the same Series, maturity and interest rate so called for redemption shall cease to accrue and become payable. If said moneys shall not be so available on the redemption date, such Obligations or portions thereof shall

continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

Section 4.7 Conditional Notices of Redemption. The Authority reserves the right to give notice of its election or direction to redeem Obligations under this Article IV conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys or Defeasance Securities, in an amount equal to the amount necessary to effect the redemption, with the Trustee no later than the redemption date or (ii) that the Authority retains the right to rescind such notice at any time prior to the scheduled redemption date if the Authority delivers a certificate of an Authorized Representative of the Authority to the Trustee instructing the Trustee to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys or Defeasance Securities are not so deposited or if the notice is rescinded. The Trustee shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Holders. Any Obligations subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the Authority to make funds available in part or in whole on or before the redemption date shall not constitute an Event of Default.

Section 4.8 Purchase of Obligations at Any Time. The Trustee, upon the written request of an Authorized Representative of the Authority, shall purchase Obligations as specified by an Authorized Representative of the Authority in the open market at a price not exceeding the price specified by an Authorized Representative of the Authority. Such purchase of Obligations may be made with funds available under this Indenture or with other available funds of the Authority. Upon purchase by the Trustee, such Obligations shall be treated as delivered for cancellation pursuant to Section 3.14. Nothing in this Indenture shall prevent the Authority from purchasing Obligations on the open market without the involvement of the Trustee and delivering such Obligations to the Trustee for cancellation pursuant to Section 3.14. Obligations purchased pursuant to this Section 4.8 that are subject to a mandatory sinking fund redemption schedule may be credited as directed by an Authorized Representative against future mandatory sinking fund redemption payments for such Obligations. The principal amount or Maturity Amount, as applicable, of Obligations to be redeemed by optional redemption under this Indenture may be reduced by the principal amount or Maturity Amount, as applicable, of Obligations purchased by the Authority and delivered to the Trustee for cancellation at least fifteen (15) days prior to the last date on which the notice of redemption can be mailed.

[END OF ARTICLE IV]

## ARTICLE V

### TOLLS, REVENUES, FUNDS AND FLOW OF FUNDS

Section 5.1 The Pledge Effected by the Indenture. The Obligations are limited obligations of the Authority as provided in Section 2.3. The Obligations are payable from and secured by the Trust Estate, including the Revenues. The Trust Estate shall immediately be subject to the lien and pledge of the Indenture without any physical delivery thereof or further act, and the lien and pledge of the Indenture shall be valid and binding as against all persons having claims of any kind in tort, contract or otherwise against the Authority or other party, irrespective of whether such persons have notice thereof.

Section 5.2 Rate Covenant. (a) The Authority covenants that it shall at all times establish, levy, maintain and collect such Tolls in connection with the System and establish such charges for use of the property constituting part of the System, including, without limitation, leasehold payments, concession payments, rents and other charges, as shall be sufficient, collectively, to produce Revenues in each Fiscal Year, after the payment of all Operating Expenses for such Fiscal Year paid or to be paid from Revenues, in an amount at least equal to the greater of (1), (2), (3) or (4) below:

(1) one hundred twenty-five percent (125%) of the Annual Debt Service in such Fiscal Year on all Outstanding Senior Lien Obligations; or

(2) one hundred twenty percent (120%) of the Annual Debt Service in such Fiscal Year on all Outstanding Senior Lien Obligations and Junior Lien Obligations; or

(3) one hundred ten percent (110%) of the Annual Debt Service in such Fiscal Year on all Outstanding Senior Lien Obligations, Junior Lien Obligations and Subordinate Lien Obligations; or

(4) one hundred percent (100%) of the Annual Debt Service in such Fiscal Year on all Obligations, plus the amounts required to be deposited into the Senior Lien Debt Service Reserve Fund, the Junior Lien Debt Service Reserve Fund, the Subordinate Lien Debt Service Reserve Fund, the Renewal and Replacement Fund and any other fund established by a Supplemental Indenture to be funded by Revenues.

In making the calculations in (1), (2), (3) and (4) above, the Authority may take into consideration as a credit against Annual Debt Service any amounts received, or reasonably expected to be received, in the Fiscal Year from or as a result of any Supplemental Security the Authority has pledged for the benefit of Obligations; provided, that if the pledge is not for the benefit of all Obligations, the amounts expected to be received may only be taken into account when making the calculation for the affected Obligations.

Prior to adopting any change in its Toll rate schedule, the Authority shall obtain and file with the Trustee a certificate by the Traffic Consultant stating either:

(i) in their opinion, that if such proposed Toll rate schedule had been in effect during the preceding Annual Period, and taking into effect the Revenues

anticipated to be received in such Annual Period, as evidenced by a certificate of an Authorized Representative, it would not have caused a decrease in the Revenues for said preceding Annual Period; or

(ii) in their opinion, that the adoption of such proposed Toll rate schedule will not adversely affect the ability of the Authority to comply with its covenants in this Section 5.2.

Any such certificate by the Traffic Consultant shall be based on the opinion of the Traffic Consultant as to Revenues to be derived by the Authority from the ownership and operation of the System (provided that investment and other income not related to Tolls that constitute Revenues of the System, shall be estimated by an Authorized Representative), and a certificate of the Authorized Representative filed with the Trustee, stating the opinion of the Authority as to the amount of Operating Expenses paid or accrued during any pertinent Annual Period, assuming that the proposed Toll rate schedule had been in effect during such pertinent Annual Period.

(b) On or before December 1 of each Fiscal Year, commencing with the Fiscal Year beginning July 1, 2016, the Authority will review its financial condition and estimate and determine whether Revenues for such Fiscal Year are expected to be sufficient to enable the Authority to comply with subsection (a) above and file with the Trustee a certification of an Authorized Representative of the Authority making such determination. If such determination filed with the Trustee indicates that the Revenues are or are reasonably expected to be insufficient to comply with subsection (a) above, the Authority shall promptly request the Traffic Consultants to make written recommendations as to appropriate revisions to the schedule of Tolls, rates, fees, rentals and other charges and any changes in methods of operation necessary or appropriate to provide sufficient revenues to enable the Authority to comply with subsection (a) above. The failure of the System in any Fiscal Year to produce Revenues in the amounts sufficient to enable the Authority to comply with subsection (a) above, which failure may continue during the succeeding Fiscal Year, shall not, in and of itself, constitute an Event of Default under this Indenture if the Authority (i) promptly requests the written recommendations of the Traffic Consultants as described above and (ii) substantially complies in a timely fashion with the recommendations of the Traffic Consultants.

### Section 5.3 Uniformity of Tolls.

(a) Classifications. The Authority covenants that Tolls will be classified in a reasonable way to cover all traffic, so that the Tolls may be uniform in application to all traffic falling within any reasonable class regardless of the status or character of any Person participating in the traffic; provided, that the foregoing shall not be interpreted to restrict the Authority's right, in its discretion in management of the System, to establish and maintain flexible Toll schedules including, but not limited to, provisions for utilizing or otherwise taking into account, peak and nonpeak pricing, introductory pricing, vehicle weight, number of axles, method of payment, frequency, carpooling, electronic and other Toll collection technologies, traffic management systems and similar classifications.

Any change in classification that results in a reduced Toll or any new classification shall be subject to a Traffic Consultant approving the same before it is implemented unless the same is

temporary (i.e., having a duration of less than one year from the effective date). In all events, the Authority shall not make a change in classification or any new classification unless the Authority determines that such change is not expected to result in the receipt of Revenues in amounts less than that necessary to comply with Section 5.2.

(b) Free Passage. The Authority shall not grant free passage through a Toll collection facility on the System, except that it shall grant free passage to Authorized Emergency Vehicles and such other vehicles as may be required or allowed by applicable law.

(c) Discretion of Authority. The Authority's covenant as to uniformity of Tolls shall not be construed as requiring that Tolls for any given class of traffic shall be identical in amount throughout the entire System for trips of approximately identical lengths. The Authority may fix and place in effect a Toll rate schedule for any given class of traffic wherein the Tolls charged for travel on a given section of the System shall be different from the Tolls charged on another section of the System notwithstanding the fact that both of said sections shall be of identical or approximately identical length.

(d) Approval by the Traffic Consultant. As used in this Section, approval by the Traffic Consultant means that the Traffic Consultant has undertaken an analysis of the impact of the contemplated action of the Authority and has provided a written determination to the Authority that it would not adversely affect the ability of the Authority to meet the requirements of Section 5.2. The Authority shall file a copy of each approval by the Traffic Consultant with the Trustee promptly after receipt.

Section 5.4 Establishment of Funds and Accounts. (a) In addition to the Construction Fund created pursuant to Section 5.19 and any other Funds and Accounts created by Supplemental Indentures, the following Funds are hereby established and created:

- (1) Revenue Fund;
- (2) Rebate Fund;
- (3) Operating Fund;
- (4) Senior Lien Debt Service Fund;
- (5) Senior Lien Debt Service Reserve Fund;
- (6) Junior Lien Debt Service Fund;
- (7) Junior Lien Debt Service Reserve Fund;
- (8) Subordinate Lien Debt Service Fund;
- (9) Subordinate Lien Debt Service Reserve Fund;
- (10) Renewal and Replacement Fund;

- (11) Other Obligations Fund; and
- (12) General Fund.

All of such Funds shall be established with, held and maintained by the Trustee or, to the extent permitted by this Indenture or a Supplemental Indenture, a Depository. Amounts held at any time by the Trustee in any of the Funds and accounts established and created pursuant to this Section (other than the Operating Fund, which shall be held outside the Indenture) shall be held in trust for the Owners of the Obligations separate and apart from all other funds of the Trustee and shall be disbursed, allocated and applied solely for the purposes and in the manner provided herein. The segregation of any such accounts as required by this Section is for the purpose of making the calculations, to the extent necessary, required by Sections 143(g) and 148 of the Internal Revenue Code of 1986, as amended, and is not for the purpose of giving a priority or preference to the Obligations of one Series over that of another Series.

(b) The Authority reserves the right to establish, pursuant to a Supplemental Indenture, one or more additional Funds for such purposes as the Authority may determine from time to time.

(c) The Authority further reserves the right to establish, pursuant to a Supplemental Indenture, one or more accounts and subaccounts within each Fund including, without limitation, accounts and subaccounts for the purpose of accounting for Obligation proceeds, Revenues and other amounts relating to one or more Series of Obligations and for such other purposes as the Authority may determine from time to time. Each such account or subaccount within a Fund shall be designated in a manner that indicates the identity of such Fund and that distinguishes such account or subaccount from all other accounts and subaccounts established under the Indenture.

Section 5.5 Flow of Funds. All Revenues shall be deposited as received by the Authority into the Revenue Fund. Amounts on deposit in the Revenue Fund shall be deposited in, or credited to, as appropriate, the following Funds and Accounts, on the fifteenth (15th) day of each month (each, a "Transfer Date") beginning on the fifteenth (15th) day of the first full calendar month following the first date on which any Obligations are issued and Outstanding hereunder (or on such other date as may be provided in a Supplemental Indenture) in the following amounts in the following order of priority:

First, to the Rebate Fund such amounts as may be authorized or required by this Indenture or any Supplemental Indenture.

Second, to the Operating Fund, an amount sufficient to make the balance in the Operating Fund equal to one-sixth (1/6) of the Operating Expenses and Maintenance Expenses for such Fiscal Year, as set forth in the Annual Operating Budget and Annual Maintenance Budget of the Authority; provided, the monthly payment shall be increased or decreased, as necessary, to reflect amendments to the Annual Operating Budget and Annual Maintenance Budget or to take into consideration amounts then on deposit in the Operating Fund.

Third, to the Senior Lien Debt Service Fund (or to a fund or account created to pay or repay amounts under a Credit Facility entered into in connection with Senior Lien Obligations), an amount equal to the sum of the following:

(i) one-sixth (1/6) of the interest becoming due on the next semiannual Interest Payment Date with respect to Senior Lien Obligations that bear interest semiannually; and

(ii) the amount of interest next becoming due on Senior Lien Obligations that bear interest payable monthly; and

(iii) the amount of interest accruing in such month on Senior Lien Obligations that bear interest payable on other than a monthly basis (other than Capital Appreciation Bonds), together with the amount of interest that will accrue on such Senior Lien Obligations through any Interest Payment Dates that will occur prior to the next Transfer Date; and

(iv) one-twelfth (1/12) of the principal amount or Maturity Amount, as applicable, of Senior Lien Obligations that will mature and become due and payable on the next annual maturity date; and

(v) one-twelfth (1/12) of the principal amount or Maturity Amount, as applicable, of Senior Lien Obligations subject to mandatory sinking fund redemption on the next annual maturity date; and

(vi) the amount, if any, payable by the Authority under a Senior Lien Swap Agreement or Credit Facility secured on a parity with the Senior Lien Obligations (other than payments for fees and expenses) accruing in such month or that will accrue through a payment date that will occur prior to the next Transfer Date; provided, that such amounts shall be included in the calculation of the monthly deposit only to the extent such amounts are required to be paid in addition to the amounts described in clauses (i) through (v) above.

In calculating such monthly deposit to the Senior Lien Debt Service Fund, the Trustee shall take into account (a) any accrued interest deposited into the Senior Lien Debt Service Fund from the proceeds of a Series of Senior Lien Obligations, (b) any amounts delivered to the Trustee prior to such Transfer Date for credit to the Senior Lien Debt Service Fund (or, to the extent applicable, the Construction Fund) and dedicated to pay capitalized interest on Senior Lien Obligations and anticipated to be available to pay interest on Senior Lien Obligations on the next Interest Payment Date, (c) any amounts deposited to the Senior Lien Debt Service Fund prior to the Transfer Date, (d) any investment income realized by the Authority from the investment of amounts on deposit in the Senior Lien Debt Service Fund, and (e) any payments received by the Authority from a Counterparty under a Senior Lien Swap Agreement.

Further, such monthly deposits shall be adjusted, as appropriate, to reflect the frequency of Interest Payment Dates applicable to each Series of Senior Lien Obligations and the frequency of payments under any Senior Lien Swap Agreements. On or before each

Transfer Date, the Authority shall make up any deficiencies in deposits on prior Transfer Dates from and to the extent monies remain on deposit in the Revenue Fund.

Fourth, to the Senior Lien Debt Service Reserve Fund, all amounts, if any, which, together with amounts on deposit therein and amounts available under a Senior Lien DSRF Security, will be sufficient to make the amount on deposit therein equal to the Senior Lien Debt Service Reserve Fund Requirement in accordance with the provisions of Section 5.9 hereof and any applicable Supplemental Indenture.

Fifth, to the Junior Lien Debt Service Fund (or to a fund or account created to pay or repay amounts under a Credit Facility entered into in connection with Senior Lien Obligations), an amount equal to the sum of the following:

(i) one-sixth (1/6) of the interest becoming due on the next semiannual Interest Payment Date with respect to Junior Lien Obligations that bear interest semiannually; and

(ii) the amount of interest next becoming due on Junior Lien Obligations that bear interest payable monthly; and

(iii) the amount of interest accruing in such month on Junior Lien Obligations that bear interest payable on other than a monthly basis (other than Capital Appreciation Bonds), together with the amount of interest that will accrue on such Junior Lien Obligations through any Interest Payment Dates that will occur prior to the next Transfer Date; and

(iv) one-twelfth (1/12) of the principal amount or Maturity Amount, as applicable, of Junior Lien Obligations that will mature and become due and payable on the next annual maturity date; and

(v) one-twelfth (1/12) of the principal amount or Maturity Amount, as applicable, of Junior Lien Obligations subject to mandatory sinking fund redemption on the next annual maturity date; and

(vi) the amount, if any, payable by the Authority under a Junior Lien Swap Agreement or Credit Facility secured on a parity with the Junior Lien Obligations (other than payments for fees and expenses) accruing in such month or that will accrue through a payment date that will occur prior to the next Transfer Date; provided, that such amounts shall be included in the calculation of the monthly deposit only to the extent such amounts are required to be paid in addition to the amounts described in clauses (i) through (v) above.

In calculating such monthly deposit to the Junior Lien Debt Service Fund, the Trustee shall take into account (a) any accrued interest deposited into the Junior Lien Debt Service Fund from the proceeds of a Series of Junior Lien Obligations, (b) any amounts delivered to the Trustee prior to such Transfer Date for credit to the Junior Lien Debt Service Fund (or, to the extent applicable, the Construction Fund) and dedicated to pay capitalized interest on Junior Lien Obligations and anticipated to be available to pay

interest on Junior Lien Obligations on the next Interest Payment Date, (c) any amounts deposited to the Junior Lien Debt Service Fund prior to the Transfer Date, (d) any investment income realized by the Authority from the investment of amounts on deposit in the Junior Lien Debt Service Fund, and (e) any payments received by the Authority from a Counterparty under a Junior Lien Swap Agreement.

Further, such monthly deposits shall be adjusted, as appropriate, to reflect the frequency of Interest Payment Dates applicable to each Series of Junior Lien Obligations and the frequency of payments under any Junior Lien Swap Agreements. On or before each Transfer Date, the Authority shall make up any deficiencies in deposits on prior Transfer Dates from and to the extent monies remain on deposit in the Revenue Fund.

Sixth, to the Junior Lien Debt Service Reserve Fund, all amounts, if any, which, together with amounts on deposit therein and amounts available under a Junior Lien DSRF Security, will be sufficient to make the amount on deposit therein equal to the Junior Lien Debt Service Reserve Fund Requirement, if any, in accordance with the provisions of Section 5.11 hereof and any applicable Supplemental Indenture.

Seventh, to the Subordinate Lien Debt Service Fund (or to a fund or account created to pay or repay amounts under a Credit Facility entered into in connection with Subordinate Lien Obligations), an amount equal to the sum of the following:

(i) one-sixth (1/6) of the interest becoming due on the next semiannual Interest Payment Date with respect to Subordinate Lien Obligations that bear interest semiannually; and

(ii) the amount of interest next becoming due on Subordinate Lien Obligations that bear interest payable monthly; and

(iii) the amount of interest accruing in such month on Subordinate Lien Obligations that bear interest payable on other than a monthly basis (other than Capital Appreciation Bonds), together with the amount of interest that will accrue on such Subordinate Lien Obligations through any Interest Payment Dates that will occur prior to the next Transfer Date; and

(iv) one-twelfth (1/12) of the principal amount or Maturity Amount, as applicable, of Subordinate Lien Obligations that will mature and become due and payable on the next annual maturity date; and

(v) one-twelfth (1/12) of the principal amount or Maturity Amount, as applicable, of Subordinate Lien Obligations subject to mandatory sinking fund redemption on the next annual maturity date; and

(vi) the amount, if any, payable by the Authority under a Subordinate Lien Swap Agreement or Credit Facility secured on a parity with the Subordinate Lien Obligations (other than payments for fees and expenses) accruing in such month or that will accrue through a payment date that will occur prior to the next Transfer Date; provided, that such amounts shall be included in the calculation of

the monthly deposit only to the extent such amounts are required to be paid in addition to the amounts described in clauses (i) through (v) above.

In calculating such monthly deposit to the Subordinate Lien Debt Service Fund, the Trustee shall take into account (a) any accrued interest deposited into the Subordinate Lien Debt Service Fund from the proceeds of a Series of Subordinate Lien Obligations, (b) any amounts delivered to the Trustee prior to such Transfer Date for credit to the Subordinate Lien Debt Service Fund (or, to the extent applicable, the Construction Fund) and dedicated to pay capitalized interest on Subordinate Lien Obligations and anticipated to be available to pay interest on Subordinate Lien Obligations on the next Interest Payment Date, (c) any amounts deposited to the Subordinate Lien Fund prior to the Transfer Date, (d) any investment income realized by the Authority from the investment of amounts on deposit in the Subordinate Lien Debt Service Fund, and (e) any payments received by the Authority from a Counterparty under a Subordinate Lien Swap Agreement.

Further, such monthly deposits shall be adjusted, as appropriate, to reflect the frequency of Interest Payment Dates applicable to each Series of Subordinate Lien Obligations and the frequency of payments under any Subordinate Lien Swap Agreements. On or before each Transfer Date, the Authority shall make up any deficiencies in deposits on prior Transfer Dates from and to the extent monies remain on deposit in the Revenue Fund.

Eighth, to the Subordinate Lien Debt Service Reserve Fund, if any, which, together with amounts on deposit therein and amounts available under a Subordinate Lien DSRF Security, will be sufficient to make the amount on deposit therein equal to the Subordinate Lien Debt Service Reserve Requirement, if any, in accordance with Section 5.13 hereof and any applicable Supplemental Indenture.

Ninth, to the Renewal and Replacement Fund, one-twelfth (1/12) of the amount identified in the Annual Capital Budget for deposit into the Renewal and Replacement Fund from the Revenue Fund.

Tenth, to the Other Obligation Fund (or to a fund or account created to pay or repay amounts under a Credit Facility entered into in connection with Other Obligations), an amount equal to the sum of the following:

(i) one-sixth (1/6) of the interest becoming due on the next semiannual Interest Payment Date with respect to Other Obligations that bear interest semiannually; and

(ii) the amount of interest next becoming due on Other Obligations that bear interest payable monthly; and

(iii) the amount of interest accruing in such month on Other Obligations that bear interest payable on other than a monthly basis (other than Capital Appreciation Bonds), together with the amount of interest that will accrue on such Other Obligations through any Interest Payment Dates that will occur prior to the next Transfer Date; and

(iv) one-twelfth (1/12) of the principal amount or Maturity Amount, as applicable, of Other Obligations that will mature and become due and payable on the next annual maturity date; and

(v) one-twelfth (1/12) of the principal amount or Maturity Amount, as applicable, of Other Obligations subject to mandatory sinking fund redemption on the next annual maturity date; and

(vi) the amount, if any, payable by the Authority under a Credit Facility secured on a parity with the Other Obligations (other than payments for fees and expenses) accruing in such month or that will accrue through a payment date that will occur prior to the next Transfer Date; provided, that such amounts shall be included in the calculation of the monthly deposit only to the extent such amounts are required to be paid in addition to the amounts described in clauses (i) through (v) above.

In calculating such monthly deposit to the Other Obligations, the Trustee shall take into account (a) any accrued interest deposited into the Other Obligations Fund from the proceeds of Other Obligations, (b) any amounts delivered to the Trustee prior to such Transfer Date for credit to the Other Obligations Fund (or, to the extent applicable, the Construction Fund) and dedicated to pay capitalized interest on Other Obligations and anticipated to be available to pay interest on Other Obligations on the next Interest Payment Date, (c) any amounts deposited to the Other Obligations Fund prior to the Transfer Date, and (d) any investment income realized by the Authority from the investment of amounts on deposit in the Other Obligations Fund.

Further, such monthly deposits shall be adjusted, as appropriate, to reflect the frequency of Interest Payment Dates applicable to each Series of Other Obligations. On or before each Transfer Date, the Authority shall make up any deficiencies in deposits on prior Transfer Dates from and to the extent monies remain on deposit in the Revenue Fund.

Eleventh, except as otherwise provided in a Supplemental Indenture, to the General Fund all amounts remaining on deposit in the Revenue Fund.

Section 5.6 Rebate Fund. There is created and established with the Trustee as a special fund of the Authority designated as the Rebate Fund. The Rebate Fund does not constitute part of the Trust Estate. Amounts on deposit in the Rebate Fund may be used solely to make payments to the United States of America under Section 148 of the Code and to pay costs related to the calculation of the amounts due.

The Trustee shall deposit or transfer to the credit of the Rebate Fund each amount delivered to the Trustee by the Authority for deposit thereto and each amount directed by the Authority to be transferred thereto from the Revenue Fund. The Trustee shall withdraw from the Rebate Fund and pay to the United States of America the balance of the Rebate Fund at such times as may be specified in any applicable Supplemental Indenture. All payments to the United States of America pursuant to this Section shall be made by the Trustee for the account and in the name of the Authority and shall be paid by draft posted by registered United States Mail (return

receipt requested), addressed to the Internal Revenue Service Center, Ogden, Utah 84201 (or to such other address that may be specified by the Internal Revenue Service) accompanied by the relevant Internal Revenue Service Form 8038-T (or to such other applicable successor information return specified by the Internal Revenue Service). The Trustee shall preserve all statements, forms, and explanations received from the Authority and all records of transactions in the Rebate Fund until six years after the retirement of all of the Obligations.

The Trustee may conclusively rely on the instructions of the Authority with regard to any actions to be taken by it pursuant to this Section and shall have no liability for any consequences of any failure of the Authority to perform its duties or obligations or to supply accurate or sufficient instructions. Except as provided above, the Trustee shall have no duty or responsibility with respect to the Rebate Fund or the Authority's duties and responsibilities with respect thereto except to follow the Authority's specific written instruction related thereto.

If at any time during the term of this Indenture the Authority or the Trustee desires to take any action that would otherwise be prohibited by the terms of this Section, such Person shall be permitted to take such action if it shall first obtain and provide to the other Persons named herein a Counsel's Opinion to the effect that such action shall not adversely affect the exclusion of interest on the Obligations from gross income of the Holders thereof for federal income tax purposes and shall be in compliance with the laws of the State of Texas and the terms of this Indenture.

Section 5.7 Operating Fund. The Operating Fund shall be held by the Trustee in the name of the Authority outside of the Indenture. All funds in the Operating Fund shall be held separate and apart from the Authority's other funds and accounts until applied as provided herein. Amounts on deposit in the Operating Fund shall be applied by the Authority, from time to time, to pay Operating Expenses and Maintenance Expenses of the System. In making payments from the Operating Fund, the Authority shall be deemed to be certifying that obligations in such amounts have been incurred by the Authority and that each item was properly incurred in operating the System and has not been previously paid.

Section 5.8 Senior Lien Debt Service Fund. The Trustee and the Authority may create such additional accounts in the Senior Lien Debt Service Fund pursuant to a Supplemental Indenture as they deem necessary or appropriate, including, but not limited to, (i) an account into which drawings on a Credit Facility are to be deposited and from which principal or Maturity Amount, as applicable (including redemption price), of and interest on the Series of Senior Lien Obligations secured by such Credit Facility are to be paid (and upon such payment, amounts on deposit in the Senior Lien Debt Service Fund shall be used to repay the provider of the Credit Facility for such payments), and (ii) an account into which payments to the Authority from any Senior Lien Swap Agreement Counterparty are to be deposited and from which payments from the Authority to any such Senior Lien Swap Agreement Counterparty are to be paid.

The moneys in the Senior Lien Debt Service Fund shall be held by the Trustee in trust for the benefit of the Senior Lien Obligations, to the extent the foregoing are payable therefrom, and, pending application, shall be subject to a lien and charge in favor of the Holders of the Senior Lien Obligations until paid out or transferred as hereinafter provided. The Trustee shall pay out of the Senior Lien Debt Service Fund to the respective Paying Agents for Senior Lien

Obligations (a) on or before each Interest Payment Date and each date fixed for the redemption of Senior Lien Obligations, the amount required for the payment of the interest becoming due on such date and (b) on or before each date on which Senior Lien Obligations mature or become subject to scheduled mandatory sinking fund redemption or optional redemption, the amount required for payment of the principal amount or Maturity Amount, as applicable, of the Senior Lien Obligations maturing and the redemption price of Senior Lien Obligations becoming subject to redemption on such date, except, in each case, to the extent such interest, principal amount or Maturity Amount, as applicable, or redemption price is payable from a fund or account other than the Senior Lien Debt Service Fund, as provided in any Supplemental Indenture.

The Authority may determine to purchase Senior Lien Obligations from time to time in accordance with Section 4.8 of this Indenture and, in such event, the Trustee shall apply amounts in the Senior Lien Debt Service Fund to pay the purchase price of such Senior Lien Obligations if (i) so directed in writing by an Authorized Representative of the Authority and (ii) after the application of amounts in Senior Lien Debt Service Fund for such purpose, the amounts on deposit in the Senior Lien Debt Service Fund, together with amounts required to be deposited therein by Section 5.5, will be sufficient to pay the principal, or Maturity Amount, and interest next becoming due on the Senior Lien Obligations.

If at the time the Trustee is required to make a withdrawal from the Senior Lien Debt Service Fund the moneys therein shall not be sufficient for such purpose, unless otherwise provided in a Supplemental Indenture, the Trustee shall withdraw the amount of such deficiency from the moneys on deposit in the following funds or accounts and transfer the same to the Senior Lien Debt Service Fund in the following order: the Revenue Fund; the General Fund; the Renewal and Replacement Fund and the Senior Lien Debt Service Reserve Fund.

Section 5.9 Senior Lien Debt Service Reserve Fund. Moneys, investments and any Senior Lien DSRF Security held in the Senior Lien Debt Service Reserve Fund shall, except as otherwise provided in a Supplemental Indenture, be held and used for the benefit of all Senior Lien Obligations. If on any Interest Payment Date on the Senior Lien Obligations, after giving effect to all transfers pursuant to Section 5.5 and after making all required transfers from other Funds, the amount in the Senior Lien Debt Service Fund shall be less than the amount required to pay the interest on Senior Lien Obligations due and payable on such date, the amount required to pay the principal amount or Maturity Amount, as applicable, of the Senior Lien Obligations maturing on such date or the redemption price of Senior Lien Obligations becoming subject to scheduled mandatory redemption on such date, then the Trustee shall apply amounts from the Senior Lien Debt Service Reserve Fund to the extent necessary to eliminate such deficiency. If at any time, the moneys, investments and principal amount of any Senior Lien DSRF Security held in the Senior Lien Debt Service Reserve Fund (based on the last valuation made pursuant to Section 6.2) are less than the Senior Lien Debt Service Reserve Fund Requirement, the Trustee shall make the monthly deposits required in Section 5.5, in equal monthly installments, in such amount as will restore the balance of the Senior Lien Debt Service Reserve Fund to the Senior Lien Debt Service Reserve Fund Requirement within eighteen (18) months of the occurrence of any such deficiency. If at any time the moneys, investments and the principal amount of any Senior Lien DSRF Security held in the Senior Lien Debt Service Reserve Fund shall exceed the Senior Lien Debt Service Reserve Requirement, subject to the receipt of a Counsel's Opinion to

the effect that such transfer and use will not adversely affect the treatment of interest on any Outstanding Obligations for federal income tax purposes, the Authority shall direct whether such excess moneys shall be transferred by the Trustee to the credit of the Senior Lien Debt Service Fund, used to reduce the principal amount of any Senior Lien DSRF Security or, to the extent that such excess was derived from Revenues, transferred to the Revenue Fund or the General Fund.

In lieu of the deposit of moneys into the Senior Lien Debt Service Reserve Fund, the Authority may cause to be provided a surety bond, an insurance policy, a letter of credit or similar financial instrument satisfactory to the Rating Agency (as evidenced by a letter from the Rating Agency confirming that the Senior Lien DSRF Security will not result in the rating on any Outstanding Senior Lien Obligations being downgraded) (each, a “Senior Lien DSRF Security”) payable to the Trustee for the benefit of the Holders of the Senior Lien Obligations in an amount equal to the difference between the Senior Lien Debt Service Reserve Requirement and the amounts then on deposit in the Senior Lien Debt Service Reserve Fund. The Senior Lien DSRF Security shall be payable (upon the giving of any notice as may be required thereunder) on any Interest Payment Date, principal payment date or redemption date on which moneys will be required to be withdrawn from the Senior Lien Debt Service Reserve Fund and applied to the payment of the principal amount, Maturity Amount or redemption price of or interest on any Senior Lien Obligations, unless otherwise provided in a Supplemental Indenture.

If a disbursement is made pursuant to a Senior Lien DSRF Security, the Authority shall be obligated either (i) to cause the reinstatement to the maximum limits of such Senior Lien DSRF Security or (ii) to deposit into the Senior Lien Debt Service Reserve Fund, funds in the amount of the disbursement made under such Senior Lien DSRF Security, or a combination of such alternatives, as shall provide that the amount credited to the Senior Lien Debt Service Reserve Fund equals the Senior Lien Debt Service Reserve Requirement within eighteen (18) months.

Section 5.10 Junior Lien Debt Service Fund. The Trustee and the Authority may create such additional accounts in the Junior Lien Debt Service Fund pursuant to a Supplemental Indenture as they deem necessary or appropriate, including, but not limited to, (i) an account into which drawings on a Credit Facility are to be deposited and from which principal or Maturity Amount, as applicable (including redemption price), of and interest on the Series of Junior Lien Obligations secured by such Credit Facility are to be paid (and upon such payment, amounts on deposit in the Junior Lien Debt Service Fund shall be used to repay the provider of the Credit Facility for such payments), and (ii) an account into which payments to the Authority from any Junior Lien Swap Agreement Counterparty are to be deposited and from which payments from the Authority to any such Junior Lien Swap Agreement Counterparty are to be paid.

The moneys in the Junior Lien Debt Service Fund shall be held by the Trustee in trust for the benefit of the Junior Lien Obligations, to the extent the foregoing are payable therefrom, and pending application shall be subject to a lien and charge in favor of the Holders of the Junior Lien Obligations until paid out or transferred as hereinafter provided. The Trustee shall pay out of the Junior Lien Debt Service Fund to the respective Paying Agents for Junior Lien Obligations (a) on or before each Interest Payment Date and each date fixed for the redemption of Junior Lien Obligations, the amount required for the payment of the interest becoming due on such date

and (b) on or before each date on which Junior Lien Obligations mature or become subject to scheduled mandatory sinking fund redemption or optional redemption, the amount required for payment of the principal amount or Maturity Amount, as applicable, of the Junior Lien Obligations maturing and the redemption price of Junior Lien Obligations becoming subject to redemption on such date, except, in each case, to the extent such interest, principal amount or Maturity Amount, as applicable, or redemption price is payable from a fund or account other than the Junior Lien Debt Service Fund, as provided in any Supplemental Indenture.

The Authority may determine to purchase Junior Lien Obligations from time to time in accordance with Section 4.8 of this Indenture and, in such event, the Trustee shall apply amounts in the Junior Lien Debt Service Fund to pay the purchase price of such Junior Lien Obligations if (i) so directed in writing by an Authorized Representative of the Authority and (ii) after the application of amounts in Junior Lien Debt Service Fund for such purpose, the amounts on deposit in the Junior Lien Debt Service Fund, together with amounts required to be deposited therein by Section 5.5, will be sufficient to pay the principal, or Maturity Amount, and interest next becoming due on the Junior Lien Obligations.

If at the time the Trustee is required to make a withdrawal from the Junior Lien Debt Service Fund the moneys therein shall not be sufficient for such purpose, subject to the requirements of Sections 5.8 and 5.9, and unless otherwise provided in a Supplemental Indenture, the Trustee shall withdraw the amount of such deficiency from the moneys on deposit in the following funds or accounts and transfer the same to the Junior Lien Debt Service Fund in the following order: the Revenue Fund; the General Fund; the Renewal and Replacement Fund and the Junior Lien Debt Service Reserve Fund.

Section 5.11 Junior Lien Debt Service Reserve Fund. Moneys, investments and any Junior Lien DSRF Security held in the Junior Lien Debt Service Reserve Fund shall, except as otherwise provided in a Supplemental Indenture, be held and used for the benefit of all Junior Lien Obligations. If on any Interest Payment Date on the Junior Lien Obligations, after giving effect to all transfers pursuant to Section 5.5 and after making all required transfers from other Funds, the amount in the Junior Lien Debt Service Fund shall be less than the amount required to pay the interest on Junior Lien Obligations due and payable on such date, the amount required to pay the principal amount or Maturity Amount, as applicable, of the Junior Lien Obligations maturing on such date or the redemption price of Junior Lien Obligations becoming subject to scheduled mandatory redemption on such date, then the Trustee shall apply amounts from the Junior Lien Debt Service Reserve Fund to the extent necessary to eliminate such deficiency. If at any time, the moneys, investments and principal amount of any Junior Lien DSRF Security held in the Junior Lien Debt Service Fund (based on the last valuation made pursuant to Section 6.2) are less than the Junior Lien Debt Service Reserve Fund Requirement, the Trustee shall make the monthly deposits required in Section 5.5, in equal monthly installments, in such amount as will restore the balance of the Junior Lien Debt Service Reserve Fund to the Junior Lien Debt Service Reserve Fund Requirement within eighteen (18) months of the occurrence of any such deficiency. If at any time the moneys, investments and the principal amount of any Junior Lien DSRF Security held in the Junior Lien Debt Service Reserve Fund shall exceed the Junior Lien Debt Service Reserve Requirement, subject to the receipt of a Counsel's Opinion to the effect that such transfer and use will not adversely affect the treatment of interest on any Outstanding Obligations for federal income tax purposes, the Authority shall direct whether such

excess moneys shall be transferred by the Trustee to the credit of the Junior Lien Debt Service Fund, used to reduce the principal amount of any Junior Lien DSRF Security or, to the extent that such excess was derived from Revenues, transferred to the Revenue Fund or the General Fund.

In lieu of the deposit of moneys into the Junior Lien Debt Service Reserve Fund, the Authority may cause to be provided a surety bond, an insurance policy, a letter of credit or similar financial instrument satisfactory to the Rating Agency (as evidenced by a letter from the Rating Agency confirming that the Junior Lien DSRF Security will not result in the rating on any outstanding Junior Lien Obligations being downgraded) (each, a “Junior Lien DSRF Security”) payable to the Trustee for the benefit of the Holders of the Junior Lien Obligations in an amount equal to the difference between the Junior Lien Debt Service Reserve Requirement and the amounts then on deposit in the Junior Lien Debt Service Reserve Fund. The Junior Lien DSRF Security shall be payable (upon the giving of any notice as may be required thereunder) on any Interest Payment Date, principal payment date or redemption date on which moneys will be required to be withdrawn from the Junior Lien Debt Service Reserve Fund and applied to the payment of the principal amount, Maturity Amount or redemption price of or interest on any Junior Lien Obligations, unless otherwise provided in a Supplemental Indenture.

If a disbursement is made pursuant to a Junior Lien DSRF Security, the Authority shall be obligated either (a) to cause the reinstatement to the maximum limits of such Junior Lien DSRF Security or (b) to deposit into the Junior Lien Debt Service Reserve Fund, funds in the amount of the disbursement made under such Junior Lien DSRF Security, or a combination of such alternatives, as shall provide that the amount credited to the Junior Lien Debt Service Reserve Fund equals the Junior Lien Debt Service Reserve Requirement within eighteen (18) months.

Section 5.12 Subordinate Lien Debt Service Fund. The Trustee and the Authority may create such additional accounts in the Subordinate Lien Debt Service Fund pursuant to a Supplemental Indenture as they deem necessary or appropriate, including, but not limited to, (i) an account into which drawings on a Credit Facility are to be deposited and from which principal or Maturity Amount, as applicable, (including redemption price) of and interest on the Series of Subordinate Lien Obligations secured by such Credit Facility are to be paid (and upon such payment, amounts on deposit in the Subordinate Lien Debt Service Fund shall be used to repay the provider of the Credit Facility for such payments), and (ii) an account into which payments to the Authority from any Subordinate Lien Swap Agreement Counterparty are to be deposited and from which payments from the Authority to any such Subordinate Lien Swap Agreement Counterparty are to be paid.

The moneys in the Subordinate Lien Debt Service Fund shall be held by the Trustee in trust for the benefit of the Subordinate Lien Obligations, to the extent the foregoing are payable therefrom and, pending application, shall be subject to a lien and charge in favor of the Holders of the Subordinate Lien Obligations until paid out or transferred as hereinafter provided. The Trustee shall pay out of the Subordinate Lien Debt Service Fund to the respective Paying Agents for Subordinate Lien Obligations (i) on or before each Interest Payment Date and each date fixed for the redemption of Subordinate Lien Obligations, the amount required for the payment of the interest becoming due on such date and (ii) on or before each date on which Subordinate Lien

Obligations mature or become subject to scheduled mandatory sinking fund redemption or optional redemption, the amount required for payment of the principal amount or Maturity Amount, as applicable, of the Subordinate Lien Obligations maturing and the redemption price of Subordinate Lien Obligations becoming subject to redemption on such date, except, in each case, to the extent such interest, principal amount or Maturity Amount, as applicable, or redemption price is payable from a fund or account other than the Subordinate Lien Debt Service Fund, as provided in any Supplemental Indenture.

The Authority may determine to purchase Subordinate Lien Obligations from time to time in accordance with Section 4.8 of this Indenture and, in such event, the Trustee shall apply amounts in the Subordinate Lien Debt Service Fund to pay the purchase price of such Subordinate Lien Obligations if (i) so directed in writing by an Authorized Representative of the Authority and (ii) after the application of amounts in Subordinate Lien Debt Service Fund for such purpose, the amounts on deposit in the Subordinate Lien Debt Service Fund, together with amounts required to be deposited therein by Section 5.5, will be sufficient to pay the principal, or Maturity Amount, and interest next becoming due on the Subordinate Lien Obligations.

If at the time the Trustee is required to make a withdrawal from the Subordinate Lien Debt Service Fund the moneys therein shall not be sufficient for such purpose, subject to the requirements of Sections 5.8 through 5.11, inclusive, and unless otherwise provided in a Supplemental Indenture, the Trustee shall withdraw the amount of such deficiency from the moneys on deposit in the following funds or accounts and transfer the same to the Subordinate Lien Debt Service Fund in the following order: the Revenue Fund; the General Fund; the Renewal and Replacement Fund and the Subordinate Lien Debt Service Reserve Fund.

Section 5.13 Subordinate Lien Debt Service Reserve Fund. Moneys, investments and any Subordinate Lien DSRF Security held in the Subordinate Lien Debt Service Reserve Fund shall, except as otherwise provided in a Supplemental Indenture, be held and used for the benefit of all Subordinate Lien Obligations. If on any Interest Payment Date on the Subordinate Lien Obligations, after giving effect to all transfers pursuant to Section 5.5 and after making all required transfers from other Funds, the amount in the Subordinate Lien Debt Service Fund shall be less than the amount required to pay the interest on Subordinate Lien Obligations due and payable on such date, the amount required to pay the principal amount or Maturity Amount, as applicable, of the Subordinate Lien Obligations maturing on such date or the redemption price of Subordinate Lien Obligations becoming subject to scheduled mandatory redemption on such date, then the Trustee shall apply amounts from the Subordinate Lien Debt Service Reserve Fund to the extent necessary to eliminate such deficiency. If at any time, the moneys, investments and principal amount of any Subordinate Lien DSRF Security held in the Subordinate Lien Debt Service Fund (based on the last valuation made pursuant to Section 6.2) are less than the Subordinate Lien Debt Service Reserve Fund Requirement, the Trustee shall make the monthly deposits required in Section 5.5, in equal monthly installments, in such amount as will restore the balance of the Subordinate Lien Debt Service Reserve Fund to the Subordinate Lien Debt Service Reserve Fund Requirement within eighteen (18) months of the occurrence of any such deficiency. If at any time the moneys, investments and the principal amount of any Subordinate Lien DSRF Security held in the Subordinate Lien Debt Service Reserve Fund shall exceed the Subordinate Lien Debt Service Reserve Requirement, subject to the receipt of a Counsel's Opinion to the effect that such transfer and use will not adversely affect the treatment of interest

on any Outstanding Obligations for federal income tax purposes, the Authority shall direct whether such excess moneys shall be transferred by the Trustee to the credit of the Subordinate Lien Debt Service Fund, used to reduce the principal amount of any Subordinate Lien DSRF Security or, to the extent that such excess was derived from Revenues, transferred to the Revenue Fund or the General Fund.

In lieu of the deposit of moneys into the Subordinate Lien Debt Service Reserve Fund, the Authority may cause to be provided a surety bond, an insurance policy, a letter of credit or similar financial instrument satisfactory to the Rating Agency (as evidenced by a letter from the Rating Agency confirming that the Subordinate Lien DSRF Security will not result in the rating on any outstanding Subordinate Lien Obligations being downgraded) (each, a “Subordinate Lien DSRF Security”) payable to the Trustee for the benefit of the Holders of the Subordinate Lien Obligations in an amount equal to the difference between the Subordinate Lien Debt Service Reserve Requirement and the amounts then on deposit in the Subordinate Lien Debt Service Reserve Fund. The Subordinate Lien DSRF Security shall be payable (upon the giving of any notice as may be required thereunder) on any Interest Payment Date, principal payment date or redemption date on which moneys will be required to be withdrawn from the Subordinate Lien Debt Service Reserve Fund and applied to the payment of the principal amount, Maturity Amount or redemption price of or interest on any Subordinate Lien Obligations, unless otherwise provided in a Supplemental Indenture.

If a disbursement is made pursuant to a Subordinate Lien DSRF Security, the Authority shall be obligated either (i) to cause the reinstatement to the maximum limits of such Subordinate Lien DSRF Security or (ii) to deposit into the Subordinate Lien Debt Service Reserve Fund, funds in the amount of the disbursement made under such Subordinate Lien DSRF Security, or a combination of such alternatives, as shall provide that the amount credited to the Subordinate Lien Debt Service Reserve Fund equals the Subordinate Lien Debt Service Reserve Requirement within eighteen (18) months.

Section 5.14 Renewal and Replacement Fund. Except as hereinafter provided in this Section, moneys held for the credit of the Renewal and Replacement Fund shall be disbursed only for the purpose of paying the cost of:

- (a) unusual or extraordinary maintenance or repairs, maintenance or repairs not recurring annually, and renewals and replacements, including major items of equipment,
- (b) repairs or replacements resulting from an emergency caused by some extraordinary occurrence, so characterized by a certificate signed by an Authorized Representative, approved by the Consulting Engineer and filed with the Trustee stating that the moneys in the Revenue Fund and insurance proceeds, if any, available therefor are insufficient to meet such emergency, and
- (c) paying all or any part of the cost of any capital improvement to the System.

Disbursements by the Trustee from the Renewal and Replacement Fund shall be made within two Business Days after receipt by the Trustee of a written request signed by an

Authorized Representative specifying the amount of the requested disbursement and the purpose for which such funds will be used.

The Trustee shall transfer moneys in the Renewal and Replacement Fund to the Senior Lien Debt Service Fund, Junior Lien Debt Service Fund and Subordinate Lien Debt Service Fund at such times as may be required by Sections 5.8, 5.10 and 5.12, and as may be otherwise required by a Supplemental Indenture.

Section 5.15 Other Obligations Fund. The Trustee and the Authority may create such additional accounts in the Other Obligations Fund pursuant to a Supplemental Indenture as they deem necessary or appropriate, including, but not limited to, an account into which drawings on a Credit Facility are to be deposited and from which principal or Maturity Amount, as applicable (including redemption price), of and interest on the Series of Other Obligations secured by such Credit Facility are to be paid (and upon such payment, amounts on deposit in the Other Obligations Fund shall be used to repay the provider of the Credit Facility for such payments).

The moneys in the Other Obligations Fund shall be held by the Trustee in trust for the benefit of the Other Obligations, to the extent the foregoing are payable therefrom and, pending application, shall be subject to a lien and charge in favor of the Holders of the Other Obligations until paid out or transferred as hereinafter provided. The Trustee shall pay out of the Other Obligations Fund to the respective Paying Agents for Other Obligations (i) on or before each Interest Payment Date and each date fixed for the redemption of Other Obligations, the amount required for the payment of the interest becoming due on such date and (ii) on or before each date on which Other Obligations mature or become subject to scheduled mandatory sinking fund redemption or optional redemption, the amount required for payment of the principal amount or Maturity Amount, as applicable, of the Other Obligations maturing and the redemption price of Other Obligations becoming subject to redemption on such date, except, in each case, to the extent such interest, principal amount or Maturity Amount, as applicable, or redemption price is payable from a fund or account other than the Other Obligations Fund, as provided in any Supplemental Indenture.

The Authority may determine to purchase Other Obligations from time to time in accordance with the provisions of Section 4.8 and, in such event, the Trustee shall apply amounts in the Other Obligations Fund to pay the purchase price of such Other Obligations if (i) so directed in writing by an Authorized Representative of the Authority and (ii) after the application of amounts in Other Obligations Fund for such purpose, the amounts on deposit in the Other Obligations Fund, together with amounts required to be deposited therein by Section 5.5, will be sufficient to pay the principal, or Maturity Amount, and interest next becoming due on the Other Obligations.

If at the time the Trustee is required to make a withdrawal from the Other Obligations Fund the moneys therein shall not be sufficient for such purpose, subject to the requirements of Sections 5.8 through 5.14, inclusive, and unless otherwise provided in a Supplemental Indenture, the Trustee shall withdraw the amount of such deficiency from the moneys on deposit in the following funds or accounts and transfer the same to the Other Obligations Fund in the following order: the Revenue Fund and the General Fund.

Section 5.16 General Fund. Moneys in the General Fund shall be used by the Trustee as provided in Sections 5.8, 5.10, 5.12 and 5.15 and to restore deficiencies in any funds or accounts created under this Indenture. After satisfying those requirements, such moneys may be expended for any of the following purposes, with no one item having priority over any of the others:

- (a) to purchase or redeem Senior Lien Obligations, Junior Lien Obligations or Subordinate Lien Obligations;
- (b) to pay Maintenance Expenses and Operating Expenses;
- (c) to make payments into the Construction Fund;
- (d) to fund improvements, extensions and replacements of the System; or
- (e) for any other lawful purpose, including, without limitation and to the extent applicable, the purposes set forth in Section 370.174 of the Act.

The Trustee is authorized to apply moneys on deposit in the General Fund for any of such purposes upon receipt of a requisition signed by an Authorized Representative of the Authority, stating in respect of each payment to be made:

- (1) the name of the Person to whom payment is to be made or, if the payment is to be made to a fund or account held by the Trustee under this Indenture or to a fund or account held by the Authority and not subject to the Indenture, the name of such fund or account,
- (2) the amount to be paid, and
- (3) the purpose for which the payment is to be made.

Section 5.17 Moneys Set Aside for Principal and Interest Held in Trust. All moneys that the Trustee shall have set aside (or deposited with any paying agent) for the purpose of paying any of the Obligations hereby secured, either at the maturity thereof or upon call for redemption, shall be held in trust for the respective Holders of such Obligations. However, any moneys which shall be so held or deposited by the Trustee, and which shall remain unclaimed by the Holders of such Obligations for the period of three years after the date on which such Obligations shall have become payable, shall, subject to the provisions of Title 6, Texas Property Code, be paid to the Authority upon its written request or to such officer, board or body as may then be entitled by law to receive the same; thereafter, the Holders of such Obligations shall look only to the Authority or to such officer, board or body, as the case may be, for payment and then only to the extent of the amounts so received without any interest thereon, and the Trustee shall have no responsibility with respect to such moneys.

Section 5.18 Supplemental Security. Except as otherwise provided or permitted herein or in a Supplemental Indenture, the Trust Estate securing all (i) Senior Lien Obligations, shall be shared on a parity with other Senior Lien Obligations on an equal and ratable basis, (ii) Junior Lien Obligations, shall be shared on a parity with other Junior Lien Obligations on an

equal and ratable basis but subordinate and junior to the lien on, pledge of and security interest in the Trust Estate for the benefit of the Holders of the Senior Lien Obligations, (iii) Subordinate Lien Obligations, shall be shared on a parity with other Subordinate Lien Obligations on an equal and ratable basis but subordinate and junior to the lien on, pledge of and security interest in the Trust Estate for the benefit of the Holders of the Senior Lien Obligations and Junior Lien Obligations, and (iv) Other Obligations, shall be shared on a parity with other Other Obligations on an equal and ratable basis but subordinate and junior to the lien on, pledge of and security interest in the Trust Estate for the benefit of the Holders of the Senior Lien Obligations, Junior Lien Obligations and Subordinate Lien Obligations. The Authority may, however, in its discretion, provide Supplemental Security (a) for specified Obligations, but shall have no obligation to provide such additional security or credit enhancement to other Obligations, or (b) for deposit into one or more specified Funds or Accounts created under this Indenture or any Supplemental Indenture, except that no Supplemental Security shall be provided unless there shall have been first delivered to the Trustee a Counsel's Opinion that the exclusion from gross income of interest on any Obligations for federal income tax purposes will not be adversely affected thereby. The Authority reserves the right to establish, pursuant to a Supplemental Indenture, one or more Funds or Accounts for the purpose of holding, investing and disbursing Supplemental Security.

#### Section 5.19 Construction Fund.

(a) Creation. There is hereby created a special fund known as the "Construction Fund," which shall be held in trust by the Trustee. There shall be deposited to the Construction Fund such amounts as shall be specified in a Supplemental Indenture.

A special account shall be created and identified in the Construction Fund for each Project. Funds on deposit in each account of the Construction Fund shall be used to pay the Cost of the related Project; provided, that at the written direction of the Authority, funds may be transferred from one such account in the Construction Fund to another account in such Fund.

(b) Payments from Construction Fund. The Trustee shall disburse moneys on deposit in the Construction Fund to pay or as reimbursement for payment of Costs of any Project within two Business Days after receipt by the Trustee of written requisition requests of the Authority in the form specified in the related Supplemental Indenture.

Upon receipt of each requisition, the Trustee shall transfer from the Construction Fund as directed by the Authority funds equal to the total of the amounts to be paid as set forth in such requisition and the Authority covenants to apply such funds to the payments described in the requisition. If for any reason the Authority should decide prior to release of payment by the Trustee of any item not to pay such item, an Authorized Representative of the Authority shall give notice, confirmed in writing, of such decision to the Trustee and the Trustee shall not make such payment.

(c) Trustee Reliance and Retention of Requisitions. All requisitions and accompanying certificates and statements received by the Trustee pursuant to subsection (b) above may be relied upon by and shall be retained in the possession of the Trustee for a period of five years, subject at all times to the inspection of the Authority, its agents and representatives,

and any other Person authorized by a certificate of an Authorized Representative of the Authority. The Trustee shall not be required to make any independent investigation in connection with any such requisitions and accompanying certificates and statements.

(d) Progress Reports and Substantial Completion. (1) The Authority covenants that at least quarterly during the construction of any Project, it will cause the General Engineering Consultant to prepare a progress report in connection with such construction including current projections with respect to:

(i) the date on which such Project will be opened for traffic, unless such Project shall have been opened for traffic prior to the date of such report;

(ii) the date on which the construction of such Project will be completed;

(iii) the Cost of such Project; and

(iv) the amount of funds required each six months during the remaining estimated period of construction to pay the Costs of the Project exclusive of funds provided for construction contingencies, and accompanied by a progress schedule for such construction, and further including, as to construction, comparisons between the actual times elapsed and the actual costs, and the original estimates of such times and costs.

(2) An Authorized Representative of the Authority shall deliver to the Trustee a report certifying when Substantial Completion of any Project has occurred. In certifying Substantial Completion of any Project, an Authorized Representative of the Authority shall base such certification upon his or her review of the quarterly progress reports for such Project prepared by the General Engineering Consultant and upon consultation with the Traffic Consultant preparing the Traffic and Revenue Report for such Project.

(e) Transfer of Excess Moneys in Construction Fund. If at any time an Authorized Representative of the Authority shall file with the Trustee a certificate stating that the Substantial Completion of a Project has occurred, that the Cost of the Project has been finally determined and that the funds remaining in the account established for such Project exceed the remaining Costs of the Project, then, to the extent that such remaining amounts represent the proceeds of Obligations, including investment earnings on such proceeds, the Trustee shall transfer such amount, on a pro rata basis based upon the respective Outstanding principal amounts of the Senior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations and Other Obligations issued to finance the Project, to the Senior Lien Debt Service Fund, the Junior Lien Debt Service Fund, the Subordinate Lien Debt Service Fund and the Other Obligations Fund to be used to (i) redeem such respective Obligations, or (ii) to pay current debt service on such respective Obligations if the Authority has received a Counsel's Opinion to the effect that such application of the funds will not adversely affect the tax-exempt status of the interest on the Outstanding Obligations under the Code; provided, that such excess funds may be transferred to such other Fund or Account as directed in a certificate of an Authorized Representative of the

Authority if such certificate is accompanied by Counsel's Opinion to the effect that such transfer and/or application will not adversely affect the tax-exempt status of the interest on the Outstanding Obligations under the Code and that it is authorized by law.

(f) Enforcement of Contracts and Surety Bonds. In the event of a material default of any contractor or subcontractor under any construction contract or any other contract made in connection with a Project, or in the event of a material breach of warranty with respect to any materials, workmanship or performance, the Authority will, unless the Authority determines that it would not be beneficial to the System, promptly proceed, either separately or in conjunction with others, to pursue diligently the remedies of the Authority against the contractor or subcontractor in default and against any surety on a bond securing the performance of such contract. Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, after deduction of expenses incurred in such recovery and after reimbursement to the Authority of any amounts theretofore paid by the Authority and not previously reimbursed to the Authority for correcting or remedying of the default which gave rise to the proceedings against the contractor, subcontractor or surety, shall be paid into the appropriate account of the Construction Fund if received before the date of completion of the Project, and otherwise shall be deposited in the Revenue Fund and applied in accordance with the provisions of Section 5.5 of this Indenture.

(g) Reconstruction, Application of Insurance Proceeds. If any material portion of the System shall be damaged or destroyed, the Authority shall, unless the Authority determines that it would not be beneficial to the System, as expeditiously as possible, cause the reconstruction or replacement thereof to be prosecuted continuously and diligently in accordance with plans and specifications approved by the General Engineering Consultant and the Authority if such plans and specifications are deemed necessary by such General Engineering Consultant and the Authority. The proceeds of any insurance paid on account of such damage or destruction, other than business interruption insurance, shall be deposited in the appropriate account of the Construction Fund and be available for, and to the extent necessary be applied to, the payment of or reimbursement for payment of the cost of such reconstruction or replacement in accordance with subsection (b) above. Proceeds of any insurance not applied within eighteen (18) months after receipt thereof by the Authority to repairing or replacing damaged or destroyed property, or in respect to which notice in writing of intention to apply the same to the work of repairing or replacing the property damaged or destroyed shall not have been given by the Authority within such eighteen (18) months, or which the Authority shall at any time determine are not to be so applied, shall be deposited in the Revenue Fund and applied in accordance with the provisions of Section 5.5 of this Indenture.

The proceeds of any business interruption insurance shall be deposited in the Revenue Fund and applied in accordance with the provisions of Section 5.5 of this Indenture.

[END OF ARTICLE V]

## ARTICLE VI

### INVESTMENT OF MONEYS AND SECURITY FOR DEPOSITS

Section 6.1 Investment of Moneys. (a) Moneys held in any of the Funds held under this Indenture and any Supplemental Indenture may be retained uninvested, if deemed necessary by the Authority, as trust funds and secured as provided in Section 6.5 or may be invested and reinvested by the Trustee or by any Depository holding all or a portion of the moneys in such Funds, in accordance with instructions from the Authority (which, if given orally, shall be confirmed promptly by a Letter of Instructions), to the fullest extent practicable and if permitted by the Act, in Permitted Investments the proceeds of which the Authority estimates will be received not later than such times as shall be necessary to provide moneys when needed for payments to be made from each such Fund. Notwithstanding anything herein to the contrary, Permitted Investments in all Funds shall mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from such Funds. The investment instructions of the Authority may take the form of standing investment directions.

(b) Interest earned from investing any moneys in any Fund or profits realized from any Permitted Investments in any Fund shall be retained in such Fund.

Section 6.2 Valuation and Sale of Investments. (a) Permitted Investments acquired as an investment of moneys in any Fund shall be at all times a part of such Fund and any profit realized from the liquidation of such investment shall be applied as provided in subsection (b) of Section 6.1 and any loss resulting from the liquidation of such Permitted Investment shall be charged to the respective Fund.

(b) In computing the amount in any Fund, obligations purchased as an investment of moneys therein shall be valued at their Amortized Value. The valuation of each Fund held under this Indenture shall be valued by the Trustee within thirty (30) days after the end of the Fiscal Year.

(c) Except as otherwise provided in the Indenture, the Trustee or any Depository shall sell at the best price obtainable (as evidenced by two or more bids), or present for redemption, any Permitted Investment so purchased as an investment whenever it shall be requested to do so in a Letter of Instructions or whenever it shall be necessary in order to provide moneys to meet any payment or transfer from any Fund held by it. Neither the Trustee nor any Depository shall be liable or responsible for making any such investment in the manner provided in this Article VI or for any loss resulting from any such investment.

Section 6.3 Payment for Authorized Investments and Trust Receipts. When Permitted Investments are purchased from or through a member in good standing of the National Association of Securities Dealers, or from or through a national or state bank, the Authority, the Trustee and any Depository are authorized to pay for them using moneys in the appropriate Fund and, in each case, shall obtain, as soon as may be practicable, a confirming invoice from the seller of the Permitted Investments showing that the Permitted Investments have been purchased by or for the account of the Authority. Actual delivery of the Permitted Investments to the Authority, the Trustee or the Depository may be accomplished thereafter in accordance with

normal and recognized practices within the securities and banking industries, including the book entry procedure of the Federal Reserve Bank. Any Permitted Investments so acquired, at the direction of the Authority, the Trustee, or the Depository, as applicable, may be deposited with a bank or trust company having undivided capital and surplus of at least \$50,000,000 or a federal reserve bank or branch thereof designated by the Authority within or without the State of Texas, in trust, and such deposits shall be evidenced by receipts of the banks in which the Permitted Investments are thus deposited.

Section 6.4 Transfer of Investments. Any transfer required to be made from one Fund to another Fund held by the same Person may be made by book transfer of any moneys or investments or portions of investments without liquidating any investments in order to make such transfer unless the moneys required to be transferred are needed to make payments out of the Fund to which such moneys were transferred at the time of transfer.

Section 6.5 Security for Deposits. All moneys held under the Indenture by the Trustee or any Depository, to the extent not insured by the Federal Deposit Insurance Corporation or represented by Permitted Investments acquired with such moneys, shall be continuously and fully secured for the benefit of the Authority and the Holders of the Obligations, either (i) by lodging with a Federal Reserve Bank or the Trustee, as custodian, as collateral security, Government Obligations having a Fair Market Value not less than the amount of such moneys, or (ii) in such other manner as may then be required by applicable laws and regulations regarding security for, or granting a preference in the case of, the deposit of trust funds; provided, however, that it shall not be necessary for the Trustee to give security under this Section 6.5 for the deposit with it of any moneys held in trust and set aside by it for the payment of the principal amount or Maturity Amount, as applicable, or redemption price of or interest on any Obligations.

[END OF ARTICLE VI]

## ARTICLE VII

### PARTICULAR COVENANTS OF THE AUTHORITY

The Authority covenants and agrees with the Trustee and the Holders of Obligations as follows:

Section 7.1 Payment of Obligations. The Authority shall duly and punctually pay or cause to be paid, but solely from the Trust Estate including the Revenues, the proceeds of the Obligations, other funds pledged therefor by the Indenture, the principal amount or Maturity Amount, as applicable, or redemption price of and interest on every Obligation at the dates and places and in the manner mentioned in the Obligations, according to the true intent and meaning thereof.

Section 7.2 Extension of Payment of Obligations. The Authority shall not directly or indirectly extend or assent to the extension of the time for payment of the principal amount or Maturity Amount, as applicable, of or interest on any Obligation and will not directly or indirectly be a party to any arrangement therefor without the consent of each Holder affected thereby. Nothing herein shall be deemed to limit the right of the Authority to issue Refunding Obligations and such issuance shall not be deemed to constitute an extension of the maturity of Obligations.

Section 7.3 Power to Adopt Indenture, Issue Obligations and Pledge Trust Estate. The Authority is duly authorized under the Act to create and issue the Obligations and to adopt the Indenture and to pledge the Trust Estate purported to be pledged by the Indenture in the manner and to the extent provided in the Indenture and no other authorization or consent is required therefor. The Trust Estate so pledged is and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto except the pledge granted by this Indenture and all action on the part of the Authority to that end has been and will be duly and validly taken. The Indenture has been duly and lawfully adopted by the Authority, is in full force and effect and will be valid and binding upon the Authority and enforceable in accordance with its terms. The Obligations and the provisions of the Indenture are and will be the valid and legally enforceable obligations of the Authority in accordance with their terms and the terms of the Indenture subject only to the laws relating to bankruptcy and creditors' rights. The Authority shall at all times, to the extent permitted by law, defend, preserve and protect its title to the Trust Estate, the pledge of the Trust Estate under the Indenture and all the rights of the Holders of Obligations under the Indenture against all claims and demands of all persons whomsoever.

Section 7.4 Maintenance of Existence; Further Acts. (a) The Authority will at all times maintain its legal existence or assure the assumption of its obligations under the Indenture by a public or corporate body succeeding to its powers under applicable law, and it will use its best efforts to maintain, preserve and renew all the rights and powers provided to it by the Act.

(b) The Authority shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Authority under the provisions of the Act, as amended and supplemented, the Indenture and any other law or regulation applicable to the Authority.

Section 7.5 Annual Operating Budget; Annual Maintenance Budget; Annual Capital Budget.

(a) Annual Operating Budget. The Authority covenants that on or before \_\_\_\_\_ in each Fiscal Year (or such other date as is consistent with the Authority's policies then in effect) it will adopt an Annual Operating Budget for the System for the ensuing Fiscal Year. Copies of each Annual Operating Budget shall be provided to the Trustee. Prior to adopting the Annual Operating Budget, the Authority shall provide a draft of such budget to the General Engineering Consultant sufficiently in advance of the adoption of such Annual Operating Budget in order for the General Engineering Consultant to provide comments before such adoption. The Authority further covenants that it will prepare each such Annual Operating Budget on the basis of monthly requirements, so that it will be possible to determine the estimated Operating Expenses for each month during the following Fiscal Year.

If for any reason the Authority shall not have adopted the Annual Operating Budget before the first day of any Fiscal Year, the budget for the preceding Fiscal Year shall, until the adoption of the new Annual Operating Budget, be deemed to be in force and shall be treated as the Annual Operating Budget under the provisions of this Article.

Subject to the review and comment of the General Engineering Consultant, the Authority may adopt an amended or supplemental Annual Operating Budget at any time for the remainder of the then current Fiscal Year. Copies of any such amended or supplemental Annual Operating Budget shall be provided to the Trustee.

(b) Annual Maintenance Budget. The Authority covenants that on or before \_\_\_\_\_ in each Fiscal Year (or such other date as is consistent with the Authority's policies then in effect) it will adopt an Annual Maintenance Budget for the System for the ensuing Fiscal Year. Copies of each Annual Maintenance Budget shall be provided to the Trustee. Prior to adopting the Annual Maintenance Budget, the Authority shall provide a draft of such budget to the General Engineering Consultant sufficiently in advance of the adoption of such Annual Maintenance Budget in order for the General Engineering Consultant to provide comments before such adoption. The Authority further covenants that it will prepare each such Annual Maintenance Budget on the basis of monthly requirements, so that it will be possible to determine the estimated Maintenance Expenses for each month during the Fiscal Year.

If for any reason the Authority shall not have adopted the Annual Maintenance Budget before the first day of any Fiscal Year, the budget for the preceding Fiscal Year, shall, until the adoption of the new Annual Maintenance Budget, be deemed to be in force and shall be treated as the Annual Maintenance Budget under the provisions of this Article.

Subject to the review and comment of the General Engineering Consultant, the Authority may adopt an amended or supplemental Annual Maintenance Budget at any time for the remainder of the then current Fiscal Year. Copies of any such amended or supplemental Annual Maintenance Budget shall be provided to the Trustee.

(c) Annual Capital Budget. The Authority further covenants that on or before \_\_\_\_\_ of each Fiscal Year (or such other date as is consistent with the Authority's policies

then in effect) it will adopt an Annual Capital Budget for the System for the ensuing Fiscal Year. The Annual Capital Budget will detail the Authority's planned capital expenditures during the ensuing Fiscal Year and the portion of capital expenditures expected to be funded from the Renewal and Replacement Fund. The Annual Capital Budget for each Fiscal Year shall include the expected beginning balance in the Renewal and Replacement Fund, the amounts to be transferred by the Trustee to the Renewal and Replacement Fund from the Revenue Fund, the amount of proceeds of Obligations expected to become available during the Fiscal Year, and the desired year-end balance in the Renewal and Replacement Fund, and shall be in the amount recommended by the General Engineering Consultant. The Authority may adopt amendments or supplements to the Annual Capital Budget at any time. Copies of the Annual Capital Budget shall be provided to the Trustee.

(d) Consolidation of Budgets. The Authority, at its discretion, may consolidate the Operating Budget, the Maintenance Budget and the Capital Budget into a single document that conforms to subsections (a), (b) and (c) above.

#### Section 7.6 Limitations on Issuance of Additional Senior Lien Obligations and Execution of Senior Lien Swap Agreements.

The Authority reserves the right to issue Additional Senior Lien Obligations in accordance with and subject to the provisions of this Section and any applicable Supplemental Indenture to finance the Costs of improvements, extensions or enlargements to the System. Such Additional Senior Lien Obligations may be issued as either Short-Term Obligations or Long-Term Obligations, and may have such other characteristics as may be specified in the applicable Supplemental Indenture.

(a) Long-Term Obligations. The Authority agrees that it will not issue any Additional Senior Lien Obligations constituting Long-Term Obligations unless prior to or contemporaneously with the incurrence thereof, the provisions of Section 3.2 are met and there is delivered to the Trustee either:

(1) a report of the Traffic Consultant to the effect that

(A) the Revenues during the preceding Annual Period ending not more than ninety (90) days prior to the date of delivery of the proposed Additional Senior Lien Obligations, after the payment of all Operating Expenses for such Annual Period paid from Revenues, were sufficient to satisfy the requirements of the Rate Covenant (which report may assume that a revision of the Tolls that was approved and implemented by the Authority subsequent to the beginning of such Annual Period had been in effect for the entire Annual Period), and

(B) the Projected Revenues for each Fiscal Year over the term of the proposed Additional Senior Lien Obligations, less the projected Operating Expenses for each such Fiscal Year to be paid from Revenues, is expected to produce a Projected Debt Service Coverage Ratio of at least (i) 1.40 with respect to Senior Lien Obligations, (ii) 1.20 with respect to

Senior Lien Obligations and Junior Lien Obligations, (iii) 1.10 with respect to Senior Lien Obligations, Junior Lien Obligations and Subordinate Lien Obligations, and (iv) 1.00 with respect to all Obligations; or

(2) if the Long-Term Obligations is being incurred solely for the purposes of refunding, repurchasing or refinancing (whether in advance or otherwise) any Outstanding Long-Term Obligations, a certificate of an Authorized Representative of the Authority certifying the Average Annual Debt Service on all Obligations prior to the issuance of the proposed Long-Term Obligations is greater than the Average Annual Debt Service on all Obligations after the issuance of such proposed Long-Term Obligations.

(b) Senior Lien Swap Agreements. The Authority agrees that it will not enter into any Senior Lien Swap Agreement as a Senior Lien Obligation unless prior to or contemporaneously with the incurrence thereof, the provisions of Section 3.3 are met and there is delivered to the Trustee the certificates or reports required in subsection (a)(1) or (a)(2) above, which certificates or reports take into account, in calculating Annual Debt Service, the expected payments to be made by and to the Authority pursuant to such Senior Lien Swap Agreement.

(c) Springing Senior Lien Obligations. Notwithstanding the foregoing and without complying with any of the provisions of this Section 7.6 or of Section 7.8, the Authority may, from time to time, issue and deliver to the United States Department of Transportation or a successor agency a Subordinate Lien Obligation that, upon the occurrence of an Event of Default described in Section 8.1(d) of this Indenture, will be deemed to be and will automatically become a Senior Lien Obligation in accordance with the provisions of the Supplemental Indenture authorizing such Subordinate Lien Obligation.

#### Section 7.7 Limitations on Issuance of Additional Junior Lien Obligations and Execution of Junior Lien Swap Agreements.

The Authority reserves the right to issue Additional Junior Lien Obligations in accordance with and subject to the provisions of this Section and any applicable Supplemental Indenture to finance the Costs of improvements, extensions or enlargements to the System. Such Additional Junior Lien Obligations may be issued as either Short-Term Obligations or Long-Term Obligations, and may have such other characteristics as may be specified in the applicable Supplemental Indenture.

(a) Long-Term Obligations. The Authority agrees that it will not issue any Additional Junior Lien Obligations constituting Long-Term Obligations unless prior to or contemporaneously with the incurrence thereof, the provisions of Section 3.2 are met and there is delivered to the Trustee either:

(1) a report of the Traffic Consultant to the effect that:

(A) the Revenues during the preceding Annual Period ending not more than ninety (90) days prior to the date of delivery of the proposed Additional Junior Lien Obligations, after the payment of all Operating

Expenses for such Annual Period paid from Revenues, were sufficient to satisfy the requirements of the Rate Covenant (which report may assume that a revision of the Tolls that was approved and implemented by the Authority subsequent to the beginning of such Annual Period had been in effect for the entire Annual Period), and

(B) the Projected Revenues for each Fiscal Year over the term of the proposed Additional Junior Lien Obligations, less the projected Operating Expenses for each such Fiscal Year to be paid from Revenues, is expected to produce a Projected Debt Service Coverage Ratio of at least (i) 1.20 with respect to Senior Lien Obligations and Junior Lien Obligations, (ii) 1.10 with respect to Senior Lien Obligations, Junior Lien Obligations and Subordinate Lien Obligations, and (iii) 1.00 with respect to all Obligations; or

(2) if the Long-Term Obligations is being incurred solely for the purposes of refunding, repurchasing or refinancing (whether in advance or otherwise) any outstanding Long-Term Obligations, a certificate of an Authorized Representative of the Authority certifying the Average Annual Debt Service on all Obligations prior to the issuance of the proposed Long-Term Obligations is greater than the Average Annual Debt Service on all Obligations after the issuance of such proposed Long-Term Obligations.

(b) Junior Lien Swap Agreements. The Authority agrees that it will not enter into any Junior Lien Swap Agreement as a Junior Lien Obligation unless prior to or contemporaneously with the incurrence thereof, the provisions of Section 3.3 are met and there is delivered to the Trustee the certificates or reports required in subsection (a)(1) or (a)(2) above, which certificates or reports take into account, in calculating Annual Debt Service, the expected payments to be made by and to the Authority pursuant to such Junior Lien Swap Agreement.

Section 7.8 Limitations on Issuance of Additional Subordinate Lien Obligations and Execution of Subordinate Lien Swap Agreements.

The Authority reserves the right to issue Additional Subordinate Lien Obligations in accordance with and subject to the provisions of this Section and any applicable Supplemental Indenture to finance the Costs of improvements, extensions or enlargements to the System. Such Additional Subordinate Lien Obligations may be issued as either Short-Term Obligations or Long-Term Obligations, and may have such other characteristics as may be specified in the applicable Supplemental Indenture.

(a) Long-Term Obligations. The Authority agrees that it will not issue any Additional Subordinate Lien Obligations constituting Long-Term Obligations unless prior to or contemporaneously with the incurrence thereof, the provisions of Section 3.2 are met and there is delivered to the Trustee either:

(1) a report of the Traffic Consultant to the effect that:

(A) the Revenues during the preceding Annual Period ending not more than ninety (90) days prior to the date of delivery of the proposed

Additional Subordinate Lien Obligations, after the payment of all Operating Expenses for such Annual Period paid from Revenues, were sufficient to satisfy the requirements of the Rate Covenant (which report may assume that a revision of the Tolls that was approved and implemented by the Authority subsequent to the beginning of such Annual Period had been in effect for the entire Annual Period), and

(B) the Projected Revenues for each Fiscal Year over the term of the proposed Additional Subordinate Lien Obligations, less the projected Operating Expenses for each such Fiscal Year to be paid from Revenues, is expected to produce a Projected Debt Service Coverage Ratio of at least (i) 1.10 with respect to Senior Lien Obligations, Junior Lien Obligations and Subordinate Lien Obligations and (ii) 1.00 with respect to all Obligations; or

(2) if the Long-Term Obligations is being incurred solely for the purposes of refunding, repurchasing or refinancing (whether in advance or otherwise) any outstanding Long-Term Obligations, a certificate of an Authorized Representative of the Authority certifying the Average Annual Debt Service on all Obligations prior to the issuance of the proposed Long-Term Obligations is greater than the Average Annual Debt Service on all Obligations after the issuance of such proposed Long-Term Obligations.

(b) Subordinate Lien Swap Agreements. The Authority agrees that it will not enter into any Subordinate Lien Swap Agreement as a Subordinate Lien Obligation unless prior to or contemporaneously with the incurrence thereof, the provisions of Section 3.3 are met and there is delivered to the Trustee the certificates or reports required in subsection (a)(1) or (a)(2) above, which certificates or reports take into account, in calculating Annual Debt Service, the expected payments to be made by and to the Authority pursuant to such Subordinate Lien Swap Agreement.

Section 7.9 Limitations on the Issuance of Additional Other Obligations. The Authority reserves the right to issue Additional Other Obligations in accordance with and subject to the provisions of this Section and any applicable Supplemental Indenture to (i) finance the Costs of improvements, extensions or enlargements to the System and (ii) to finance the Cost of the acquisition, construction, improvement, extension or expansion of transportation projects (as defined in the Act) that, at the time of issuance of such Additional Other Obligations, has not been designated as part of the System. Such Additional Other Obligations may be issued as either Short-Term Obligations or Long-Term Obligations, and may have such other characteristics as may be specified in the applicable Supplemental Indenture.

(a) Long-Term Obligations. The Authority agrees that it will not issue any Additional Other Obligations constituting Long-Term Obligations unless prior to or contemporaneously with the incurrence thereof, the provisions of Section 3.2 are met and there is delivered to the Trustee either:

(1) a report of the Traffic Consultant to the effect that:

(A) the Revenues during the preceding Annual Period ending not more than ninety (90) days prior to the date of delivery of the proposed Additional Other Obligations, after the payment of all Operating Expenses for such Annual Period paid from Revenues, were sufficient to satisfy the requirements of the Rate Covenant (which report may assume that a revision of the Tolls that was approved and implemented by the Authority subsequent to the beginning of such Annual Period had been in effect for the entire Annual Period), and

(B) the Projected Revenues for each Fiscal Year over the term of the proposed Additional Other Obligations, less the projected Operating Expenses for each such Fiscal Year to be paid from Revenues, is expected to produce a Projected Debt Service Coverage Ratio of at least 1.00 with respect to all Obligations; or

(2) if the Long-Term Obligations is being incurred solely for the purposes of refunding, repurchasing or refinancing (whether in advance or otherwise) any outstanding Long-Term Obligations, a certificate of an Authorized Representative of the Authority certifying the Average Annual Debt Service on all Obligations prior to the issuance of the proposed Long-Term Obligations is greater than the Average Annual Debt Service on all Obligations after the issuance of such proposed Long-Term Obligations.

(b) Additional Other Obligations for Non-System Projects. The Authority agrees that it will not issue any Additional Other Obligations to finance the cost of the acquisition, construction, improvement, extension or expansion of a transportation project that has not been designated as part of the System unless:

(i) immediately after the issuance of Additional Other Obligations for such purpose, the Outstanding principal amount or Maturity Amount, as applicable, of all Outstanding Other Obligations issued for such purposes will not exceed 10 percent (10%) of the aggregate principal amount or Maturity Amount, as applicable, of all Outstanding Obligations; and

(ii) the requirements of Section 7.9(a) shall be satisfied.

Section 7.10 Completion Obligations; Refunding of Subordinate Lien BANS.

(a) Completion Obligations. To finance the Costs of completion of any improvements, extensions or enlargements to the System financed with the proceeds of Obligations, the Authority may, without complying with any other provisions of Section 7.6(a), Section 7.7(a) or Section 7.8(a), as applicable, issue Additional Senior Lien Obligations, Additional Junior Lien Obligations or Additional Subordinate Lien Obligations in a principal amount not in excess of 10% of the principal amount of the original Obligations issued to finance such facilities, if prior to the issuance thereof there is delivered to the Trustee (1) a certificate from the General Engineering Consultant stating the amount estimated to be needed to complete the facilities and (2) a certificate of an Authorized Representative of the Authority stating:

(A) that at the time the original Obligations financing the facilities to be completed were issued, the Authority had reason to believe that the proceeds of such Obligations together with other moneys then expected to be available would provide sufficient moneys for the completion of such facilities; and (B) that the proceeds of such Additional Senior Lien Obligations, Additional Junior Lien Obligations or Additional Subordinate Lien Obligations to be applied to the completion of the facilities, together with reasonable estimates provided by the Authority of investment income to be earned on such proceeds and available to pay such Costs, the amount of moneys, if any, committed to such completion from available cash or marketable securities and reasonably estimated earnings thereon, enumerated bank loans (including letters or lines of credit), and any other moneys reasonably expected to be available, will be in an amount not less than the estimated amount needed to complete the facilities, as set forth in the General Engineering Consultant's certificate described in clause (1) above. The principal amount of the Additional Senior Lien Obligations, Additional Junior Lien Obligations or Additional Subordinate Lien Obligations to be used in assessing whether the test set forth in this Section 7.10(a) has been met shall include the amount required to (1) provide completed and equipped facilities of substantially the same type and scope contemplated at the time such prior Obligations were originally issued, (2) provide for capitalized interest during the period of construction, (3) provide the required deposit, if any, to cause the balance in the applicable debt service reserve fund to equal the applicable Debt Service Reserve Requirement, if any, and (4) pay the costs and expenses of issuing such Obligations.

Section 7.11 Use and Operation of System. The Authority covenants that (i) it will maintain and operate the System in an efficient and economical manner, (ii) it will maintain the System in good repair and will make all necessary repairs, renewals and replacements, to the extent funds are available therefor hereunder; and (iii) it will comply with laws and all rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to such System, subject to the right of the Authority to contest the same in good faith and by appropriate legal proceedings.

Section 7.12 Inspection of the System and Duties of the General Engineering Consultant. The Authority shall cause the General Engineering Consultant to make an inspection of the System at least once in the Fiscal Year following the Substantial Completion of the initial Project funded with Obligations and in each Fiscal Year thereafter; provided, however, with the advice and consent of the Authority the obligations of the General Engineering Consultant required by this section may be modified or lessened to the extent that the obligations of the General Engineering Consultant have been performed by other parties otherwise retained by the Authority to carry out inspections in accordance with the National Bridge Inspection Program. Following each inspection and on or before the 90th day prior to the end of each Fiscal Year, the General Engineering Consultant shall submit to the Authority a report setting forth (i) its findings as to whether the System has been maintained in good repair, working order and condition and (ii) its advice and recommendations as to the proper maintenance, repair and operation of the System during the ensuing Fiscal Year and (iii) an estimate of the amount of money necessary for such purposes, including its recommendations as to the total amounts and classifications of items and amounts that should be provided for in the Annual Operating Budget, the Annual Maintenance Budget and Annual Capital Budget for the next ensuing Fiscal Year. Copies of such reports shall be provided to the Trustee, except, with the advice and consent of the Authority, the obligations of the General Engineering Consultant, as defined in this Section 7.12,

may be modified and lessened by the performance of the National Bridge Inspection Program (NBI), in accordance with applicable Federal law, by parties otherwise retained by the Authority to perform NBIs in the geographic region of the Authority.

Section 7.13 Construction of Projects. The Authority covenants that:

(a) it will proceed with diligence to (i) construct and complete any Project in conformity with law, all requirements of all governmental authorities having jurisdiction and the policies, rules and regulations of the Authority and (ii) to enforce any contracts relating to the construction of any Project.

(b) the Authority shall involve the General Engineering Consultant or another Consultant to assist in quality assurance matters in connection with design, construction or both of any Project or portion thereof to the extent the Authority determines necessary or appropriate.

Section 7.14 Employment of General Engineering Consultant and Traffic Consultant. The Authority covenants to employ an independent engineer or engineering firm or corporation having a national reputation for skill and experience in such work to perform any functions of the General Engineering Consultant. The Authority further covenants to employ an independent engineer or engineering firm or corporation having a national reputation for skill and experience in such work to perform any functions of the Traffic Consultant hereunder. The General Engineering Consultant and the Traffic Consultant shall be independent of one another.

Section 7.15 Insurance. The Authority covenants that it will keep the System and its use and operation thereof insured (including through self-insurance) at all times in such amounts, subject to such exceptions and deductibles and against such risks, as are customary for similar organizations, including business interruption insurance. All insurance policies shall be carried with a responsible insurance company or companies authorized to do business in the State or shall be provided under a self-insurance program; any self-insurance program shall be actuarially sound in the written opinion of an accredited actuary, which opinion shall be filed with the Trustee at least annually. At any time and from time to time, the Authority may elect to terminate self-insurance of a given type. Upon making such election, the Authority shall, to the extent then deemed necessary by a Consultant, obtain and maintain comparable commercial insurance.

Prior to Substantial Completion of the initial Project funded by Obligations and every three years thereafter (except with respect to self-insurance, which shall be annually), the Authority shall cause the Consultant referenced in the preceding paragraph to certify to the Trustee that (i) it has reviewed the adequacy of the Authority's insurance, listing the types and amounts of insurance, and (ii) it finds such coverage to be reasonable and customary for similar organizations. If the Consultant concludes that coverage other than that currently carried by the Authority should be carried, the Authority shall obtain such insurance coverage unless it determines in good faith that it is unreasonable or uneconomical to obtain such coverage and an Authorized Representative of the Authority certifies the same in writing to the Trustee.

All insurance policies maintained by the Authority shall be available at reasonable times for inspection by the Trustee, its agents and representatives.

The Authority covenants that it will take actions as it deems necessary to demand, collect and sue for any proceeds that may become due and payable to it under any policy. To the extent that the Authority receives insurance payments under a business interruption insurance policy, such amounts shall be deposited into the Revenue Fund. To the extent that the Authority receives liquidated damages for delayed completion under a construction contract relating to the acquisition or construction of a Project, such amounts shall be deposited into the Revenue Fund.

Section 7.16 Damage or Destruction. Immediately after any damage to or destruction of any part of the System that materially adversely affects the Revenues, the Authority will promptly take action to repair, reconstruct or replace the damaged or destroyed property or to otherwise ameliorate the adverse impact on Revenues.

Section 7.17 Records; Annual Audit. The Authority covenants that it will maintain books and accounts reflecting the operations of the System, as a separate enterprise, in accordance with Accounting Principles. The books and records of the System may form a part of the books and records of the Authority but shall be maintained as a separate enterprise account.

In addition, the Authority covenants that as soon as practicable, but in no event more than one hundred twenty (120) days after the last day of each Fiscal Year, beginning with the Fiscal Year ending December 31, 2016, it will prepare or cause to be prepared a financial report of the results of operations of the System for such Fiscal Year in accordance with Accounting Principles, certified by a Certified Public Accountant approved by the Authority, and containing an audited balance sheet as of the end of such Fiscal Year, an audited statement of operations for such Fiscal Year, and an audited statement of cash flows of such Fiscal Year, showing in each case, in comparative form, the financial figures for the preceding Fiscal Year. A copy of such audit shall be filed with the Trustee promptly after the receipt by the Authority for such purpose.

Section 7.18 Encumbrance of Revenues; Sale, Lease or Other Disposition of Property. The Authority covenants as follows so long as any Obligations are Outstanding under this Indenture:

(a) (1) The Authority will not create or suffer to be created any lien or charge upon any Revenues, except the lien and charge of the Senior Lien Obligations, the Junior Lien Obligations, the Subordinate Lien Obligations and the Other Obligations secured hereby; and (2) from such Revenues or other funds available hereunder, it will pay or cause to be discharged, or will make adequate provision to pay or discharge, within ninety (90) days after the same shall accrue, all lawful claims and demands for labor, materials or supplies that, if unpaid, might by law become a lien upon any Revenues; provided, however, that the Authority shall not be required to pay or discharge, or make provision for such payment or discharge of, any such lien or charge so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

(b) The Authority will not sell or otherwise dispose of any real estate or personal property comprising a portion of the System unless an Authorized Representative of the Authority determines in the case of property with a value of \$1 million or less or the Authority,

by resolution or other official action, determines in the case of property with a value in excess of \$1 million that:

- (1) such property (A) has become obsolete or worn out or is reasonably expected to become so within one year after the date of such disposition, (B) is no longer used or useful in the operation of the System or in the generation of Revenues or (C) is to be or has been replaced by other property; or
- (2) such action will not materially adversely affect the Revenues.

The Authority shall have the discretion to deposit the proceeds of such sale or disposition in a fund or account held under the Indenture or a Authority account held outside the Indenture, as it deems appropriate. In the event the Authority did not meet the Rate Covenant during the preceding Fiscal Year, however, then the Authority shall notify the Trustee of the sale or disposition of any property that generated Revenues in excess of one percent of the Authority's Revenues during the prior Fiscal Year, and all proceeds from such sale or disposition shall be deposited in the Revenue Fund.

(c) The Authority will not lease any real estate or personal property comprising a portion of the System unless the Authority determines by resolution or other official action that such action will not materially adversely affect the Revenues.

Without intending to limit the foregoing, the Authority also may enter into contracts or other forms of agreement for the use of any real estate comprising a portion of the System including, but not limited to, rights of way for telephone, telegraph, optic fiber and other forms of communication, electric, gas transmission and other lines, towers, or facilities for utilities, and other uses that do not materially adversely affect the operation of the System and the payments received in connection with the same shall, to the extent permitted by law, constitute Revenues. The Authority also covenants to ensure that all necessary real property filings will be made in connection with any such lease or other agreement relating to the use of real estate comprising a portion of the System to protect the interest of the Authority in such property.

Section 7.19 Further Instruments and Action. The Authority covenants that it will, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this Indenture.

Section 7.20 Covenant Not to Build Competing System. To the extent permitted by law and except as necessary for safety reasons or to preserve the condition of existing non-tolled facilities, the Authority agrees to refrain from exercising its discretionary authority to initiate, support, provide funding for, or approve any project undertaken to construct a transportation facility for motorized vehicular traffic where no such facility existed previously or to construct a portion of a transportation facility where additional or widened traffic lanes are physically added on to existing traffic lanes on an already constructed facility, that would have the purpose or reasonably foreseeable effect of materially adversely affecting the ability of the Authority to comply with the covenants in this Indenture, particularly those covenants set forth in Sections Section 5.2 and Section 7.1.

[END OF ARTICLE VII]



## ARTICLE VIII

### DEFAULT AND REMEDIES

Section 8.1 Events of Default. The occurrence and continuation of the following events shall constitute an Event of Default under this Indenture:

(a) (1) failure by the Authority to pay the principal or Maturity Amount, as applicable, of and premium, if any, or interest on any of the Obligations when the same shall become due and payable, either at maturity or by redemption, other than at the election or direction of the Authority or pursuant to the terms of the Obligation, or (2) any failure of the Authority to purchase or cause to be purchased any Variable Rate Obligations, including Tender Obligations, upon any optional or mandatory tender to the Authority or a tender agent of the Authority; or

(b) the occurrence and continuance of an event of default under a Credit Facility, Senior Lien DSRF Security, Junior Lien DSRF Security, Subordinate Lien DSRF Security, Swap Agreement or Reimbursement Agreement; or

(c) judgment for the payment of money rendered against the Authority if such judgment is under any circumstances payable from Revenues and is in an amount that its payment would, in the opinion of the Trustee, have a materially adverse effect upon the financial condition of the System and any such judgment shall not be discharged within ninety (90) days from the entry thereof or an appeal shall not be taken therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, in such manner as to set aside or stay the execution of or levy under such judgment, decree or process or the enforcement thereof; or

(d) the occurrence of a Bankruptcy Related Event that shall not have been cured, vacated, discharged or stayed within sixty (60) days after the occurrence thereof; or

(e) failure of the Authority to duly and punctually perform any other of the covenants, conditions, agreements and provisions contained in any Obligations or in this Indenture or in any Supplemental Indenture on the part of the Authority to be performed, and the continuation of such failure for sixty (60) days after written notice specifying such failure and requiring same to be remedied shall have been given to the Authority by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Holders of not less than ten per centum (10%) in principal amount of the Obligations then Outstanding.

Section 8.2 Remedies Applicable. The Holders shall be entitled to the remedies provided in this Article VIII; provided, however, acceleration of the principal or Maturity Amount, as applicable, of or interest on the Obligations or any of the Obligations upon the occurrence of an Event of Default is not a remedy available under this Indenture and in no event shall the Trustee, the Holders or other parties have the ability, upon the occurrence of an Event of Default, to declare immediately due and payable the principal or Maturity Amount, as applicable, of or interest on the Obligations or any of the Obligations. To the extent that a Series of Obligations is secured by a Credit Facility, municipal bond insurance policy, a Senior Lien

DSRF Security, a Junior Lien DSRF Security or a Subordinate Lien DSRF Security, the provider of such Credit Facility, municipal bond insurance policy, or DSRF Security shall be considered the Holder of such Obligation for all purposes of exercising any remedy or giving any directions to the Trustee pursuant to the provisions of this Article.

Section 8.3 Enforcement of Remedies. Upon the occurrence of any Event of Default specified in Section 8.1, then and in every such case the Trustee may proceed, and upon the written request of the Holders of not less than twenty percent (25%) in principal amount or Maturity Amount, as applicable, of the Obligations then Outstanding hereunder shall proceed, subject to the provisions of Sections 9.2 and 9.3, to protect and enforce its rights and the rights of the Holders under the Act and under this Indenture by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for mandamus or the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Trustee, being advised by Counsel, shall deem most effectual to protect and enforce such rights.

In the enforcement of any remedy under this Indenture, the Trustee shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any Event of Default becoming, and at any time remaining, due from the Authority for principal, interest or otherwise under any of the provisions of this Indenture or of the Outstanding Obligations and unpaid, with interest on overdue payments, to the extent permitted by law, at the rate or rates of interest borne by such Obligations, together with any and all costs and expenses of collection and of all proceedings hereunder and under such Obligations, without prejudice, to any other right or remedy of the Trustee or of the Holders, and to recover and enforce judgment or decree against the Authority, but solely as provided herein and in such Obligations, for any portion of such amounts remaining unpaid, with interest, costs and expenses, and to collect (but solely from Revenues) in any manner provided by law, the moneys adjudged or decreed to be payable.

Section 8.4 Application of Funds. If at any time the moneys in the Senior Lien Debt Service Fund, the Junior Lien Debt Service Fund, the Subordinate Lien Debt Service Fund or the Other Obligations Fund, and the respective reserve Funds and other Funds established by this Indenture shall not be sufficient to pay the principal or Maturity Amount, as applicable, of or the interest on any Obligations as the same become due and payable, such moneys, together with any moneys then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in this Article or otherwise, but in any event subject to the provisions of Section 8.2 and subject to the requirements for transfers of Revenues to the Rebate Fund and the Operating Fund set forth in Section 5.5, shall be applied (subject to the provisions of Sections Section 9.2, Section 9.3 and Section 9.4 of this Indenture) as set forth in (a) through (h) below; provided, however, amounts on deposit in a Fund or Account (i) dedicated to the payment or security of the Senior Lien Obligations, the Junior Lien Obligations, the Subordinate Lien Obligations or the Other Obligations or (ii) constituting Supplemental Security for the benefit of one or more specific Series of Obligations shall not be applied as provided in (a) through (h) below but shall be used only for the purpose for which such deposits were made:

(a) Unless the principal or Maturity Amount, as applicable, of all the Senior Lien Obligations shall then be due and payable, all such moneys shall be applied first: to the payment

to the persons entitled thereto of all installments of interest then due on the Senior Lien Obligations, in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Senior Lien Obligations; and second: to the payment of the principal or Maturity Amount, as applicable, of any Senior Lien Obligations which have matured, and, if the amount available shall not be sufficient to pay all of such matured Senior Lien Obligations, then to the payment thereof ratably, according to the amount due.

(b) If the principal or Maturity Amount, as applicable, of all the Senior Lien Obligations shall then be due and payable, all such moneys shall be applied to the payment of the principal or Maturity Amount, as applicable, and interest then due and unpaid upon the Senior Lien Obligations, without preference or priority of principal over interest or of interest over principal or Maturity Amount, as applicable, or of any installment of interest over any other installment of interest, or of any Senior Lien Obligations over any other Senior Lien Obligations, ratably, according to the amounts due respectively for principal or Maturity Amount, as applicable, and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Senior Lien Obligations.

(c) If there is no Event of Default existing in the payment of the principal or Maturity Amount, as applicable, of, premium, if any, or interest on the Senior Lien Obligations but the principal or Maturity Amount, as applicable, of, premium, if any, or interest on Junior Lien Obligations has not been paid when due, unless the principal of all the Junior Lien Obligations shall then be due and payable, all such moneys shall be applied first: to the payment to the persons entitled thereto of all installments of interest then due on the Junior Lien Obligations, in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Junior Lien Obligations; and second: to the payment of the principal or Maturity Amount, as applicable, of any Junior Lien Obligations which have matured, and, if the amount available shall not be sufficient to pay all of such matured Junior Lien Obligations, then to the payment thereof ratably, according to the amount due.

(d) If there is no Event of Default existing in the payment of the principal or Maturity Amount, as applicable, of, premium, if any, or interest on the Senior Lien Obligations but the principal or Maturity Amount, as applicable, of all the Junior Lien Obligations shall then be due and payable, all such moneys shall be applied to the payment of the principal or Maturity Amount, as applicable, and interest then due and unpaid upon the Junior Lien Obligations, without preference or priority of principal or Maturity Amount, as applicable, over interest or of interest over principal or Maturity Amount, as applicable, or of any installment of interest over any other installment of interest, or of any Junior Lien Obligations over any other Junior Lien Obligations, ratably, according to the amounts due respectively for principal or Maturity Amount, as applicable, and interest, to the persons entitled thereto without any discrimination or

preference except as to any difference in the respective rates of interest specified in the Junior Lien Obligations.

(e) If there is no Event of Default existing in the payment of the principal or Maturity Amount, as applicable, of, premium, if any, or interest on the Senior Lien Obligations or the Junior Lien Obligations but the principal or Maturity Amount, as applicable, of, premium, if any, or interest on Subordinate Lien Obligations has not been paid when due, unless the principal or Maturity Amount, as applicable, of all the Subordinate Lien Obligations shall then be due and payable, all such moneys shall be applied first: to the payment to the persons entitled thereto of all installments of interest then due on the Subordinate Lien Obligations, in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Subordinate Lien Obligations; and second: to the payment of the principal or Maturity Amount, as applicable, of any Subordinate Lien Obligations that have matured, and, if the amount available shall not be sufficient to pay all of such matured Subordinate Lien Obligations, then to the payment thereof ratably, according to the amount due.

(f) If there is no Event of Default existing in the payment of the principal or Maturity Amount, as applicable, of, premium, if any, or interest on the Senior Lien Obligations or Junior Lien Obligations but the principal or Maturity Amount, as applicable, of all the Subordinate Lien Obligations shall then be due and payable, all such moneys shall be applied to the payment of the principal or Maturity Amount, as applicable, and interest then due and unpaid upon the Subordinate Lien Obligations, without preference or priority of principal over interest or of interest over principal or Maturity Amount, as applicable, or of any installment of interest over any other installment of interest, or of any Subordinate Lien Obligations over any other Subordinate Lien Obligations, ratably, according to the amounts due respectively for principal or Maturity Amount, as applicable, and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Subordinate Lien Obligations.

(g) If there is no Event of Default existing in the payment of the principal or Maturity Amount, as applicable, of, premium, if any, or interest on the Senior Lien Obligations, the Junior Lien Obligations or the Subordinate Lien Obligations but the principal or Maturity Amount, as applicable, of, premium, if any, or interest on Other Obligations has not been paid when due, unless the principal or Maturity Amount, as applicable, of all the Other Obligations shall then be due and payable, all such moneys shall be applied first: to the payment to the persons entitled thereto of all installments of interest then due on the Other Obligations, in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Other Obligations; and second: to the payment of the principal or Maturity Amount, as applicable, of any Other Obligations that have matured, and, if the amount available shall not be sufficient to pay all of such matured Other Obligations, then to the payment thereof ratably, according to the amount due.

(h) If there is no Event of Default existing in the payment of the principal or Maturity Amount, as applicable, of, premium, if any, or interest on the Senior Lien Obligations, the Junior Lien Obligations or the Subordinate Lien Obligations but the principal or Maturity Amount, as applicable, of all the Other Obligations shall then be due and payable, all such moneys shall be applied to the payment of the principal or Maturity Amount, as applicable, and interest then due and unpaid upon the Other Obligations, without preference or priority of principal or Maturity Amount, as applicable, over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Other Obligations over any Other Obligations, ratably, according to the amounts due respectively for principal or Maturity Amount, as applicable, and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Other Obligations.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section 8.4, such moneys shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future; the deposit of such moneys with the Trustee, or otherwise setting aside such moneys, in trust for the proper purpose shall constitute proper application by the Trustee; and the Trustee shall incur no liability whatsoever to the Authority, to any Holder or to any other person for any delay in applying any such moneys, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions of this Indenture as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such moneys, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal or Maturity Amount, as applicable, to be paid to such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date, and shall not be required to make payment to the Holder of any unpaid Obligation or the interest thereon unless such Obligation shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

To the extent any Holder receives funds pursuant to this Section 8.4 in a manner that is inconsistent with the application of funds required by this Section 8.4, the Holder that has received such funds shall pay over or deliver such funds to the Trustee for proper application under this Section 8.4.

Section 8.5 Effect of Discontinuance of Proceedings. In case any action taken by the Trustee on account of any Event of Default shall have been discontinued or abandoned for any reason, then and in every such case the Authority, the Trustee, any bond insurer of record, and the Holders shall be restored to their former respective positions and rights hereunder, and all rights, remedies, powers and duties of the Trustee shall continue as though no such action had been taken.

Section 8.6 Majority of Holders May Control Proceedings. Anything in this Indenture to the contrary notwithstanding, the Holders of not less than a majority in principal amount, or Maturity Amount, as applicable, of the Senior Lien Obligations then Outstanding (or, if no Senior Lien Obligations are then Outstanding, then the Holders of not less than a majority

in principal amount, or Maturity Amount, as applicable, of the Junior Lien Obligations and Subordinate Lien Obligations then Outstanding) shall have the right, subject to the provisions of Sections 9.2 and 9.3 of this Indenture, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial actions to be taken by the Trustee hereunder, provided that such direction shall not be otherwise than in accordance with law or the provisions of this Indenture, and that the Trustee shall have the right to decline to follow any such direction that in the opinion of the Trustee would be unjustly prejudicial to Holders not parties to such direction.

Section 8.7 Restrictions Upon Action by Individual Holder. No Holder of any of the Outstanding Obligations shall have any right to institute any suit, action, mandamus or other proceeding in equity or at law for the execution of any trust hereunder or the protection or enforcement of any right under this Indenture or any resolution of the Authority authorizing the issuance of Obligations, or any right under the Act or other laws of the State, excepting only an action for the recovery of overdue and unpaid principal or Maturity Amount, as applicable, interest or redemption premium, unless such Holder previously shall have given to the Trustee written notice of the Event of Default or breach of trust or duty on account of which such suit or action is to be taken, and unless the Holders of not less than twenty percent (20%) in principal amount or Maturity Amount, as applicable, of the Obligations then Outstanding shall have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers herein granted or granted by the Act or by the other laws of the State, or to institute such action, suit or proceeding in its or their name, and unless, also, there shall have been offered to the Trustee reasonable security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture or for any other remedy hereunder or under the Act or by the other laws of the State. It is understood and intended that no one or more Holders shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture, or to enforce any right hereunder or under the Act or by the other laws of the State with respect to the Obligations or this Indenture, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of all Holders of the Outstanding Obligations, except as otherwise permitted herein with reference to over-due and unpaid principal or Maturity Amount, as applicable, interest or redemption premium.

Section 8.8 Actions by Trustee. All rights of action under this Indenture or under any of the Obligations, enforceable by the Trustee, may be enforced by it without the possession of any of the Obligations or the production thereof on the trial or other proceeding relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all the holders of such Obligations, subject to the provisions of this Indenture.

Section 8.9 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Trustee, any bond insurer, or to the Holders of the Obligations is intended to be exclusive of

any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 8.10 No Delay or Omission Construed to be a Waiver; Repeated Exercise of Powers and Remedies; Waiver of Default. No delay or omission of the Trustee or of any Holder of the Obligations to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Indenture to the Trustee and the Holders of the Obligations may be exercised from time to time and as often as may be deemed expedient.

The Trustee may, and upon written request of the Holders of not less than a majority in principal amount or Maturity Amount, as applicable, of the Outstanding Obligations shall waive any default which in its opinion shall have been remedied before the completion of the enforcement of any remedy under this Indenture, but no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

Section 8.11 Notice of Default. The Trustee shall mail to each bond insurer, Credit Enhancer, DSRF Security Provider, Swap Agreement Counterparty, and each Holder written notice of the occurrence of any Event of Default set forth in Section 8.1, within thirty (30) days after the Trustee has knowledge of any such Event of Default. The Trustee shall not, however, be subject to any liability to any Holder by reason of its failure to mail any notice required by this Section.

[END OF ARTICLE VIII]

## ARTICLE IX

### CONCERNING THE FIDUCIARIES

Section 9.1 Trustee; Appointment and Acceptance of Duties. JPMorgan Chase Bank, National Association is hereby appointed as Trustee. The Trustee shall signify its acceptance of the duties and obligations imposed upon it by the Indenture by executing the certificate of authentication endorsed upon the Obligations, and by executing such certificate upon any Obligation the Trustee shall be deemed to have accepted such duties and obligations not only with respect to the Obligation so authenticated, but with respect to all the Obligations thereafter to be issued, but only, however, upon the terms and conditions set forth in the Indenture.

Section 9.2 Responsibilities of the Trustee. (a) The recitals of fact herein and in the Obligations contained shall be taken as the statements of the Authority and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of the Indenture or of any Obligations issued thereunder or as to the security afforded by the Indenture, and the Trustee shall not incur any liability in respect thereof. The Trustee shall be responsible, however, for its representations contained in its certificate on the Obligations. The Trustee shall not be under any responsibility or duty with respect to the application of any moneys paid to the Authority. The Trustee shall not be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless properly indemnified. Subject to the provisions of subsection (b) of this Section 9.2, the Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence, misconduct or default.

(b) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in the Indenture. In case an Event of Default has occurred (which has not been cured) the Trustee shall exercise such of the rights and powers vested in it by the Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. Any provision of the Indenture relating to action taken or to be taken by the Trustee or the evidence upon which the Trustee may rely shall be subject to the provisions of this Section 9.2.

(c) Evidence on Which the Trustee May Act.

(d) The Trustee, upon receipt of any notice, indenture, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of the Indenture, shall examine such instrument to determine whether it conforms to the requirements of the Indenture and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may or may not be counsel to the Authority, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under the Indenture in good faith and in accordance therewith.

(e) Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under the Indenture, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed conclusively to be proved and established by a certificate of an Authorized Representative of the Authority, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of the Indenture upon the faith thereof; but in its discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable.

(f) Except as otherwise expressly provided in the Indenture, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision thereof by the Authority to the Trustee shall be sufficiently executed if executed in the name of the Authority by an Authorized Representative of the Authority.

Section 9.3 Compensation. The Authority shall pay to the Trustee from time to time reasonable compensation for all services rendered under the Indenture, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under the Indenture. Subject to the provisions of Section 9.2, the Authority further agrees, to the extent permitted by law, to indemnify and save the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to its negligence, misconduct or default. The Authority also shall pay reasonable compensation to any other Fiduciaries for their services.

Section 9.4 Certain Permitted Acts. The Trustee may become the Holder of any Obligations, with the same rights it would have if it were not the Trustee. To the extent permitted by law, the Trustee may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Holders or to effect or aid in any reorganization growing out of the enforcement of the Obligations or the Indenture, whether or not any such committee shall represent the Holders of a majority in aggregate principal amount, or Maturity Amount, as applicable, of the Obligations then Outstanding.

Section 9.5 Resignation of Trustee. The Trustee may at any time resign and be discharged of the duties and obligations created by the Indenture by giving not less than 60 days' written notice to the Authority of the date it desires to resign, and by giving written notice thereof, specifying the date when such resignation shall take effect, by registered or certified mail, postage prepaid, to each Holder, and such resignation shall take effect immediately on the appointment and acceptance of a successor Trustee pursuant to Section 9.8 hereof.

Section 9.6 Removal of Trustee. The Trustee may be removed, with or without cause, at any time by an instrument or concurrent instruments in writing, filed with the Trustee, and signed by the Holders of at least a majority in aggregate principal amount, or Maturity Amount, as applicable, of the Obligations then Outstanding or their attorneys-in-fact duly authorized. In addition, the Trustee may be removed, with or without cause, at any time (unless an Event of Default has occurred and is continuing) by a written instrument filed with the Trustee and signed by an Authorized Representative of the Authority, stating that the Board of

Directors of the Authority has adopted a resolution providing for the removal of the Trustee and the appointment of a successor Trustee; provided, however, that such written instrument shall not be effective unless the Authority shall have given written notice of such proposed action, by registered or certified mail, postage prepaid, to each Holder, and the Authority shall not have received, within the 60-day period following the giving of such notice, written objections to such proposed action from the Holder of at least a majority in aggregate principal amount, or Maturity Amount, as applicable, of the Obligations then outstanding, all of which shall be recited in such written instrument. No such removal of the Trustee shall become effective until a successor has been appointed and accepted the duties of Trustee.

Section 9.7 Appointment of Successor Trustee. (a) In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee, or of its property or affairs, a successor may be appointed by the Holders of at least a majority in aggregate principal amount of the Obligations then Outstanding, excluding any Obligations held by or for the account of the Authority, by an instrument or concurrent instruments in writing signed and acknowledged by such Holders or by their attorneys-in-fact duly authorized and delivered to such successor Trustee, notification thereof being given to the Authority and the predecessor Trustee; provided, nevertheless, that unless a successor Trustee shall have been appointed by the Holders as aforesaid, the Authority by duly executed written instrument signed by an Authorized Representative of the Authority shall forthwith appoint a Trustee to fill such vacancy until a successor Trustee shall be appointed by the Holders as authorized in this Section 9.8. The Authority shall give written notice of any such appointment made by it, within 20 days after such appointment, by registered or certified mail, postage prepaid, to each Holder. Any successor Trustee appointed by the Authority shall be superseded, immediately and without further act, by a Trustee appointed by the Holders.

(b) If in a proper case no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section 9.8 within 45 days after the Trustee shall have given to the Authority written notice as provided in Section 9.6 or after a vacancy in the office of the Trustee shall have occurred by reason of its inability to act, its removal, or for any other reason whatsoever, the Trustee (in the case of a resignation under Section 9.6) or the Holder of any Obligation (in any case) may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Trustee.

(c) Any Trustee appointed under the provisions of this Section 9.8 in succession to the Trustee shall be a bank, trust company or national banking association organized and doing business under the laws of the United States of America or any state, and having capital stock and surplus aggregating at least \$100,000,000, which is willing and able to accept the office on reasonable and customary terms and which is authorized by law to perform all the duties imposed upon it by this Indenture.

Section 9.8 Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under the Indenture shall execute, acknowledge and deliver to its predecessor Trustee, and also to the Authority, an instrument accepting such appointment, and thereupon

such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named as Trustee; but the Trustee ceasing to act shall nevertheless, on the written request of the Authority, or of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property held by it under the Indenture, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the Authority be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the Authority. Any such successor Trustee shall promptly notify the Paying Agents of its appointment as Trustee.

Section 9.9 Merger or Consolidation. Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which any Fiduciary may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, and shall be authorized by law to perform all the duties imposed upon it by the Indenture, shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act.

Section 9.10 Adoption of Authentication. In case any of the Obligations contemplated to be issued under the Indenture shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Obligations and deliver such Obligations so authenticated; and in case any of such Obligations shall not have been authenticated, any successor Trustee may authenticate such Obligations in the name of the predecessor Trustee, or in the name of the successor Trustee, and in all such cases such certificate shall have the full force which it is anywhere in said Obligations or in the Indenture provided that the certificate of the Trustee shall have.

Section 9.11 Paying Agents. (a) The Authority shall appoint one or more Paying Agents for the Obligations of each Series. Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by the Indenture by executing and delivering to the Authority and to the Trustee a written acceptance thereof. Any Paying Agent appointed by the Authority shall be a bank or trust company organized under the laws of the United States or any state thereof and having capital stock and surplus of at least \$50,000,000 which the Authority determines to be capable of properly discharging its duties in such capacity and which is acceptable to the Trustee. The Authority may appoint the Trustee as a Paying Agent.

(b) Any Paying Agent may resign at any time and be discharged of the duties and obligations created by the Indenture by giving at least 60 days' written notice to the Authority, the Trustee, and the other Paying Agents. Any Paying Agent may be removed at any time by an instrument filed with such Paying Agent and the Trustee and signed by the Authority.

(c) In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or if there be no successor, to the Trustee. In the event that for any reason there shall be a vacancy in the office of any Paying Agent, the Trustee shall act as such Paying Agent.

Section 9.12 Securities Depository. (a) The Authority may appoint a Securities Depository for the Obligations of one or more Series. In such event, the Authority, the Securities Depository and the Trustee shall enter into a Letter of Representations setting forth the respective duties and obligations of each with respect to such Obligations, which agreement shall provide that the Securities Depository will accept and hold such Obligations as the registered owner thereof and will maintain a book-entry system of recording the ownership and transfer of ownership of beneficial interests in such Obligations. Any Securities Depository appointed by the Authority shall be a bank or trust company organized under the laws of the United States or any state thereof which the Authority determines to be capable of properly discharging its duties in such capacity and which is acceptable to the Trustee. The Authority may appoint the Trustee as Securities Depository.

(b) In the event that the Authority appoints a Securities Depository for one or more Series of Obligations, the Authority shall cause the initial purchaser of such Obligations to register such Obligations in the name of the Securities Depository or its nominee and to deposit such Obligations with the Securities Depository. Except as provided in subsection (c) of this Section 9.13, the Authority and the Trustee shall be entitled to treat the Securities Depository as the absolute owner of such Obligations for all purposes of the Indenture, and neither the Authority and the Trustee shall have any responsibility to the owners of beneficial interests in the Obligations. For so long as such Obligations remain registered in the name of the Securities Depository or its nominee on the Obligation registration books kept by the Trustee, such owners of beneficial interests in the Obligations shall not be treated as Holders of Obligations pursuant to the provisions of the Indenture.

(c) If the Authority shall have appointed a Securities Depository with respect to the Obligations of one or more Series, and if any of the events specified below shall occur, then the Authority shall execute and deliver to the Trustee, and the Trustee shall authenticate and deliver, pursuant to and in accordance with Article III of the Indenture, to each person who appears on the records of the Securities Depository as an owner of a beneficial interest in such Obligations, an exchange Obligation or Obligations, in any Authorized Denomination, of the same Series, maturity and interest rate and in the same aggregate principal amount or Maturity Amount, as applicable, as the Obligations beneficially owned by such person, as set forth in such records:

(1) if the Securities Depository determines not to continue to act as securities depository for such Obligations and the Authority is unable to locate a qualified successor Securities Depository;

(2) if the Authority determines that the Securities Depository is incapable of properly discharging its duties as securities depository for such Obligations and is unable to locate a qualified successor Securities Depository;

(3) if the Authority determines that it is in the best interests of the Authority to discontinue the book-entry method system of registration of ownership of beneficial interests in such Obligations provided by the Securities Depository; or

(4) if the Authority determines that the continuance of the book-entry system of registration of ownership of beneficial interests in such Obligations provided by the Securities Depository might adversely affect the interests of the owners of such beneficial interests in such Obligations.

Upon the occurrence of any of the foregoing events, the Authority shall provide written notice of such event to the Trustee and the Securities Depository.

Section 9.13 Depositories. (a) Except as otherwise provided herein, all moneys received by the Authority under the provisions of this Indenture shall be deposited with the Trustee or with one or more Depositories. No moneys shall be deposited with any Depository, other than the Trustee, in an amount exceeding fifty percent (50%) of the amount that an officer of such Depository shall certify to the Authority as the combined capital and surplus of such Depository. All moneys deposited with the Trustee or any other Depository hereunder shall, to the extent not insured, be secured in the manner required or permitted by applicable law.

(b) All moneys and securities deposited with any Depository under the provisions of the Indenture shall be held in trust for the Trustee or the Authority, as applicable, and the Holders, and shall not be applied in any manner that is inconsistent with the provisions of the Indenture.

(c) Any Depository may at any time resign and be discharged of its duties and obligations under the Indenture by giving at least 60 days' written notice to the Authority and the Trustee. Any Depository may be removed at any time by the Authority by a written instrument filed with the Depository and the Trustee and signed by an Authorized Representative of the Authority, stating that the Board of Directors of the Authority has adopted a resolution providing for the removal of such Depository.

(d) In the event of the resignation or removal of any Depository, such Depository promptly shall pay over, assign and deliver any moneys and investments held by it as Depository to the successor Depository appointed by the Authority.

[END OF ARTICLE IX]

## ARTICLE X

### SUPPLEMENTAL INDENTURES

Section 10.1 General Provisions Concerning Supplemental Indentures. (a) The Indenture shall not be modified or amended in any respect except as provided in and in accordance with and subject to provisions of this Article X.

(b) Each Supplemental Indenture, when filed by the Authority with the Trustee, shall be accompanied by a Counsel's Opinion stating that such Supplemental Indenture has been duly and lawfully adopted by the Authority in accordance with the provisions of the Indenture, is authorized or permitted by the Indenture, and is valid and binding upon the Authority.

(c) The Trustee is hereby authorized to accept the delivery of any Supplemental Indenture referred to and permitted or authorized by Sections 10.2 or 10.3 and to make all further agreements and stipulations which may be therein contained, and the Trustee, in taking such action, shall be fully protected in relying on an opinion of counsel (which may be a Counsel's Opinion) that such Supplemental Indenture is authorized or permitted by the provisions of the Indenture.

(d) No Supplemental Indenture shall change or modify any of the rights or obligations of any Fiduciary without its written consent thereto.

(e) Each Supplemental Indenture executed and delivered in accordance with this Article X shall thereafter form a part of the Indenture, and all of the terms and conditions in any such Supplemental Indenture thereafter shall be a part of the terms and conditions of the Indenture.

(f) For purposes of this Article X, the rights of the Holder of an Obligation or of the Holders of the Obligations of a Series shall be deemed to be affected by a modification or amendment of the Indenture if the same materially and adversely affects or diminishes the rights of such Holder or Holders. In each case, the Trustee shall determine whether or not any such modification or amendment affects the rights of such Holder or Holders, and such determination shall be binding and conclusive upon the Authority and all Holders.

Section 10.2 Supplemental Indentures Not Requiring Holder Consent. The Authority and the Trustee, at any time and from time to time, without the consent of the Holders of any Obligations, may execute and deliver a Supplemental Indenture for any one or more of the following purposes:

(a) To authorize Obligations of a Series and, in connection therewith, to specify and determine the matters and things referred to in Article III and Article VII hereof (including specifically, but without limitation, any provision relating to lien status of a Series of Obligations or, if applicable, the springing lien status of a Series of Obligations under Section 7.6(a)) and also any other matters and things relative to such Obligations which are not contrary to or inconsistent with this Indenture as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the original issuance of such Obligations;

(b) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Indenture;

(c) To insert such provisions clarifying matters or questions arising under the Indenture as are necessary or desirable and are not contrary to or inconsistent with the Indenture as theretofore in effect;

(d) To grant to or to confer upon the Trustee for the benefit of the Holders any additional rights, remedies, powers, authority or security that may be lawfully granted to or conferred upon the Trustee;

(e) To close this Indenture or any Supplemental Indenture against, or provide limitations and restrictions in addition to the limitations and restrictions contained in this Indenture or any Supplemental Indenture on, the issuance and delivery of Obligations;

(f) To add to the covenants and agreements of the Authority in this Indenture or any Supplemental Indenture, other covenants and agreements to be observed by the Authority which are not contrary to or inconsistent with this Indenture or the applicable Supplemental Indentures as theretofore in effect;

(g) To add to the limitations and restrictions in this Indenture or any Supplemental Indenture other limitations and restrictions to be observed by the Authority which are not contrary to or inconsistent with this Indenture or the applicable Supplemental Indenture as theretofore in effect;

(h) To surrender any right, power or privilege reserved to or conferred upon the Authority by the terms of the Indenture, provided that the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the Authority contained in the Indenture;

(i) To confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, the Indenture or any Supplemental Indenture, of the Trust Estate or of any other moneys, securities or funds;

(j) To modify any of the provisions of this Indenture or any Supplemental Indenture in any respect whatever, provided that (i) such modification shall be, and be expressed to be, effective only after all Obligations of any Series Outstanding at the date of the adoption of such Indenture or Supplemental Indenture shall cease to be Outstanding; and (ii) such Supplemental Indenture shall be specifically referred to in the text of all Obligations of any Series delivered after the date of the adoption of such Supplemental Indenture and of Obligations issued in exchange therefor or in place thereof;

(k) To modify, amend or supplement this Indenture or any Supplemental Indenture in such manner as to permit, if presented, the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar Federal statute hereafter in effect or under any state Blue Sky Law; or

(l) To make any other change in the Indenture which does not, in the opinion of the Trustee, materially and adversely affect the rights of the Holders of the Obligations, including, without limitation, changes or amendments requested by any Rating Agency as a condition to the issuance or maintenance of a rating or requested by the Texas Attorney General's Office as a condition to the approval of any Obligations.

Section 10.3 Supplemental Indentures Requiring Holder Consent. The Authority and the Trustee, at any time and from time to time, may execute and deliver a Supplemental Indenture for the purpose of making any modification or amendment to the Indenture, but only with the written consent given as provided in Section 10.4, of the Holders of at least a majority in aggregate principal amount of the Obligations Outstanding at the time such consent is given, and in case less than all of the several Series of Obligations then Outstanding are affected by the modification or amendment, of the Holders of at least a majority in aggregate principal amount or Maturity Amount, as applicable, of the Obligations of each Series so affected and Outstanding at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Obligations of any particular Series and maturity remain Outstanding, the consent of the Holders of such Obligations shall not be required and such Obligations shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Obligations under this Section 10.3. Notwithstanding the foregoing, no modification or amendment contained in any such Supplemental Indenture shall permit any of the following, without the consent of each Holder whose rights are affected thereby: (i) a change in the terms of maturity or redemption of any Obligation or of any installment of interest thereon; (ii) a reduction in the principal amount or Maturity Amount, as applicable, or redemption price of any Obligation or in the rate of interest thereon; (iii) the creation of a lien on or a pledge of any part of the Trust Estate which has priority over or parity with (to the extent not permitted hereunder) the lien or pledge granted to the Holders hereunder (but this provision shall not apply to the release of any part of the Trust Estate as opposed to the creation of a prior or parity lien or pledge); (iv) the granting of a preference or priority of any Senior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations or Other Obligations, as the case may be, over any other Senior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations or Other Obligations, respectively, except to the extent permitted herein; or (v) a reduction in the aggregate principal amount or classes of Obligations of which the consent of the Holders is required to effect any such modification or amendment. Nothing in this Section 10.3, however, shall be construed as requiring the consent of any Holder in connection with the execution and delivery of any Supplemental Indenture for any purpose described in Section 10.2.

Section 10.4 Consent of Holders. Each Supplemental Indenture executed and delivered pursuant to the provisions of Section 10.3 shall take effect only when and as provided in this Section 10.4. A copy of such Supplemental Indenture (or brief summary thereof or reference thereto in form approved by the Trustee), together with a request to Holders for their consent thereto in form satisfactory to the Trustee, shall be sent by the Authority to Holders by first class mail, postage prepaid, provided that a failure to mail such request shall not affect the validity of the Supplemental Indenture when consented to as provided in this Section 10.4. Such Supplemental Indenture shall not be effective unless and until there shall have been filed with the Trustee (i) the written consents of Holders of the percentages of Outstanding Obligations specified in Section 10.3, and (ii) a Counsel's Opinion stating that such Supplemental Indenture has been duly and lawfully adopted and filed by the Authority in accordance with the provisions

of the Indenture, is authorized or permitted by the Indenture, and is valid and binding upon the Authority and enforceable in accordance with its terms and is in accordance with the Indenture; provided, however, that such Counsel's Opinion may take exception for limitations imposed by or resulting from bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally. Any such consent shall be binding upon the Holder giving such consent and upon any subsequent Holder of such Obligations and of any Obligations issued in exchange therefor or in lieu thereof (whether or not such subsequent Holder thereof has notice thereof), unless such consent is revoked in writing by the Holder giving such consent or a subsequent Holder of such Obligations by filing such revocation with the Trustee prior to the time when the written statement of the Trustee provided for hereinafter in this Section 10.4 is filed. The fact that a consent has not been revoked likewise may be proven by a certificate of the Trustee filed with the Trustee to the effect that no revocation thereof is on file with the Trustee. At any time after the Holders of the required percentages of Obligations shall have filed their consents to such Supplemental Indenture, the Trustee shall make and file with the Authority and the Trustee a written statement that the Holders of the required percentages of Obligations have filed such consents. Such written statement shall be conclusive that such consents have been so filed. At any time thereafter, the Authority may give written notice to the Holders, stating in substance that the Supplemental Indenture (which may be referred to as a Supplemental Indenture adopted by the Authority on a stated date, a copy of which is on file with the Trustee) has been consented to by the Holders of the required percentages of Obligations and will be effective as provided in the Indenture, which notice shall be sent to Holders by registered or certified mail, postage prepaid. The Authority shall file with the Trustee proof of the mailing of such notice. A record, consisting of the papers required or permitted to be filed with the Trustee by this Section 10.4, shall be proof of the matters therein stated. Such Supplemental Indenture shall be deemed conclusively binding upon the Authority, the Fiduciaries and the Holders of the Obligations on the date of filing with the Trustee of the proof of the mailing of such last-mentioned notice.

Notwithstanding anything else herein, if a Supplemental Indenture is to become effective under Section 10.3 on the same date as the date of issuance of Additional Senior Lien Obligations, Additional Junior Lien Obligations, Subordinate Lien Obligations or Other Obligations, the consents of the underwriters or purchasers of such Additional Senior Lien Obligations, Additional Junior Lien Obligations, Subordinate Lien Obligations or Other Obligations, as the case may be, shall be counted for purposes of Section 10.3 and this Section 10.4.

Section 10.5 Exclusion of Certain Obligations. Obligations owned or held by or for the account of the Authority shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Obligations provided for in this Article X, and the Authority shall not be entitled with respect to such Obligations to give any consent or take any other action provided for in this Article X. At the time of any consent or other action taken under this Article X, the Authority shall furnish the Trustee a certificate of an Authorized Representative of the Authority, upon which the Trustee may rely, describing all Obligations so to be excluded.

Section 10.6 Notation on Obligations. Obligations authenticated and delivered after the effective date of any action taken as provided in this Article XI may, and, if the Trustee so

determines, shall bear a notation by endorsement or otherwise in form approved by the Authority and the Trustee as to such action, and in that case upon demand of the Holder of any Obligation Outstanding at such effective date and presentation of such Obligation for the purpose at the principal office of the Trustee, or upon any transfer of any Obligation Outstanding at such effective date, suitable notation shall be made on such Obligation or upon any Obligation issued upon any such transfer by the Trustee as to any such action. If the Authority or the Trustee shall so determine, new Obligations so modified as in the opinion of the Trustee and the Authority to conform to such action shall be prepared, authenticated and delivered, and upon demand of the Holder of any Obligation then Outstanding shall be exchanged, without cost to such Holder, for Obligations then Outstanding, upon surrender of such Obligations for Obligations of an equal aggregate principal amount or Maturity Amount, as applicable, and of the same Series, maturity and interest rate, in any Authorized Denomination, upon surrender of such Obligations.

[END OF ARTICLE X]

## ARTICLE XI

### DISCHARGE AND DEFEASANCE

#### Section 11.1 Discharge. If:

(a) the principal amount or Maturity Amount, as applicable, of any Obligations and the interest due or to become due thereon, together with any redemption premium required by redemption of any such Obligations prior to maturity, shall be paid, or is caused to be paid, or is provided for under Section 11.2, at the times and in the manner to which reference is made in the Obligations, as the case may be, according to the true intent and meaning thereof, or the outstanding Obligations shall have been paid and discharged in accordance with this Indenture, and

(b) all of the covenants, agreements, obligations, terms and conditions of the Authority under this Indenture shall have been kept, performed and observed and there shall have been paid to the Trustee and the Paying Agents all sums of money due or to become due to them in accordance with the terms and provisions hereof,

then the right, title and interest of the Trustee in the Trust Estate shall thereupon cease and the Trustee, on request of the Authority and at the expense of the Authority, shall release this Indenture and the Trust Estate and shall execute such documents to evidence such release as may be reasonably required by the Authority and shall turn over to the Authority, or to such other Person as may be entitled to receive the same, all balances remaining in any Funds hereunder except for amounts required to pay such Obligations or held pursuant to Section 5.6.

#### Section 11.2 Defeasance.

(a) Defeased Obligations. Any Obligations and the interest thereon shall be deemed to be paid, retired and no longer outstanding (each a “Defeased Obligation”) within the meaning of the Indenture, except to the extent provided in subsection (c) of this Section, when payment of the principal of such Defeased Obligation, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Trustee (or other bank or similar institution with trust powers meeting the requirements of Section 9.8) as escrow agent (the “Escrow Agent”) in accordance with an escrow agreement or other instrument (the “Defeasance Escrow Agreement”) for such payment (1) lawful money of the U.S. sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Authority with the Escrow Agent for the payment of its services and those of the Trustee relating to such Defeased Obligations until such Defeased Obligations shall have become due and payable; provided, however, a Credit Facility shall not be deemed to have been paid and no longer Outstanding until all amounts due thereunder have been paid and the Credit Facility has been terminated in accordance with its terms. The Trustee shall be entitled to receive and may conclusively rely upon a verification report of independent certified public accountants to the

effect that the deposit of money and/or Defeasance Securities will provide sufficient moneys to provide for the payment of such Obligations. At such time as an Obligation shall be deemed to be a Defeased Obligation hereunder, as aforesaid, such Defeased Obligation and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the Trust Estate herein pledged as provided in this Indenture, and such principal, or Maturity Amount, as applicable, of and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Indenture to the contrary, it is hereby provided that any determination not to redeem Defeased Obligations that is made in conjunction with the payment arrangements specified in clauses (i) or (ii) above shall not be irrevocable, provided that, in the proceedings providing for such payment arrangements, the Authority (A) expressly reserves the right to call the Defeased Obligations for redemption; (B) gives notice of the reservation of that right to the owners of the Defeased Obligations immediately following the making of the payment arrangements; and (C) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Investment in Defeasance Securities. Any moneys so deposited with the Escrow Agent may at the written direction of the Authority be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Escrow Agent that is not required for the payment of the Defeased Obligations and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Authority, or deposited as directed in writing by the Authority. Any Defeasance Escrow Agreement pursuant to which the money, Defeasance Securities or a combination of the foregoing are held for the payment of Defeased Obligations may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in clauses (i) or (ii) or subsection (a) of this Section 11.2. All income from such Defeasance Securities received by the Escrow Agent that is not required for the payment of the Defeased Obligations, with respect to which such money has been so deposited, shall be remitted to the Authority or deposited as directed in writing by the Authority.

(c) Paying Agent/Registrar Services. Until all Defeased Obligations shall have become due and payable, the Trustee shall perform the services of Paying Agent for such Defeased Obligations the same as if they had not been defeased, and the Authority shall make proper arrangements to provide and pay for such services as required by this Indenture.

(d) Selection of Obligations for Defeasance. In the event that the Authority elects to defease less than all of the principal amount or Maturity Amount of a Series of Obligations of a maturity, the Trustee, or the Securities Depository if such Obligations are in book-entry form, shall select, or cause to be selected, such amount of such obligations by such random method as it deems fair and appropriate.

### Section 11.3 Notice of Defeasance.

(a) in case any of the Obligations for the payment of which moneys or Defeasance Securities have been deposited with the Escrow Agent pursuant to Section 11.2, are to be redeemed on any date prior to their maturity, the Authority shall give to the Trustee in form satisfactory to it irrevocable instructions to give notice of redemption of such Obligations as

required by the provisions of this Indenture or the Supplemental Indenture authorizing the issuance of such Obligations.

(b) In addition to the foregoing notice, in the event such Obligations to be redeemed are not by their terms subject to redemption within the next succeeding 60 days, the Trustee shall give further notice to the Holders that the deposit required by Section 11.2 has been made with the Escrow Agent and that said Obligations are deemed to have been paid in accordance with this Article XI and stating the maturity or redemption date or dates upon which moneys are to be available for the payment of the principal or Maturity Amount, as applicable, of and redemption premium, if any, on said Obligations; such further notice shall be given promptly following the making of the deposit required by Section 11.2; and such further notice also shall be given in the manner set forth in Section 4.5 or any comparable provision of a Supplemental Indenture; but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of the deposit.

(c) If the Authority has retained any rights pursuant to Section 11.2, notice thereof shall be sent to Holders of such Obligations as soon as practicable and not later than any notice required by subsections (a) or (b) of this Section.

[END OF ARTICLE XI]

## ARTICLE XII

### MISCELLANEOUS

Section 12.1 Evidence of Signatures of Holders. Any request, consent, revocation of consent or other instrument which the Indenture may require or permit to be signed and executed by the Holders may be in one or more instruments of similar tenor, and shall be signed or executed by such Holders in person or by their attorneys appointed in writing. Proof of the execution of any such instrument, or of an instrument appointing any such attorney, shall be sufficient for any purpose of the Indenture (except as otherwise therein expressly provided) if made in the following manner, or in any other manner satisfactory to the Trustee, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable. The fact and date of the execution by any Holder or his attorney of such instruments may be proved by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgements of deeds, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate or affidavit shall also constitute sufficient proof of his authority.

Section 12.2 Obligations Not Obligations of the State. The Obligations shall not be in any way a debt or liability of the State or any political subdivision thereof other than the Authority and shall not create or constitute any indebtedness, liability or obligation of the State nor of any other political subdivision or be or constitute a pledge of the faith and credit of the State or of any such other political subdivision thereof but all Obligations, unless funded or refunded by other bonds of the Authority, shall be payable solely from the Trust Estate including the Revenues and the Funds pledged or available for their payment as authorized in the Indenture. Each Obligation shall contain on its face a statement to the effect that the Authority is obligated to pay the principal amount or Maturity Amount, as applicable, or redemption price thereof and the interest thereon only from the Trust Estate including the Revenues and Funds of the Authority pledged under the Indenture and that neither the State nor any political subdivision thereof other than the Authority is obligated to pay such principal amount or Maturity Amount, as applicable, or redemption price and interest and that neither the faith and credit nor the taxing power of the State nor any such other political subdivision thereof is pledged to the payment of the principal amount or Maturity Amount, as applicable, or redemption price and interest on the Obligations.

Section 12.3 Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of the Indenture shall be retained in its possession and shall be subject at all reasonable times to the inspection of the Authority, and any Holder and their agents and their representatives, any of whom may make copies thereof.

Section 12.4 Filing of Security Instruments. The Authority hereby covenants that it will cause to be filed all necessary documents, security instruments and financing statements, and the Trustee covenants that it will cause to be filed all necessary continuation statements, under the Business and Commerce Code of the State of Texas, in such manner and in such places

as may be required by law in order to perfect and to protect and maintain in force the lien and pledge of, and the security interests created by, the Indenture. The Authority or the Trustee may rely on a Counsel's Opinion with respect to the necessity of any filing.

Section 12.5 Parties Interested Herein. Nothing in the Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person, other than the Authority, the Trustee, the Holders of the Obligations and, to the extent provided in a Supplemental Indenture relating to a series of Obligations, the Credit Enhancer for such Obligations, any right, remedy or claim under or by reason of the Indenture or any covenant, condition or stipulation thereof, and all the covenants, stipulations, promises and agreements in the Indenture contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Trustee, the Holders of the Obligations and, to the extent provided in a Supplemental Indenture relating to a series of Obligations, the Credit Enhancer for such Obligations.

Section 12.6 No Recourse on the Obligations. No recourse shall be had for the payment of the principal amount or Maturity Amount, as applicable, or redemption price or interest on the Obligations or for any claim based thereon or on the Indenture against any director, officer or employee of the Authority or any person executing the Obligations.

Section 12.7 No Individual Liability. No covenant or agreement contained in the Obligations or in this Indenture shall be deemed to be the covenant or agreement of any member of the Board of Directors of the Authority or the Trustee or any officer, agent, employee or representative of the Authority or the Trustee in his or her individual capacity, and neither the directors, officers, agents, employees or representatives of the Authority or the Trustee nor any person executing the Obligations shall be personally liable thereon or be subject to any personal liability or accountability by reason of the issuance thereof, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the execution of this Indenture and the issuance of the Obligations.

Section 12.8 Indenture to Constitute Contract. In consideration of the purchase and acceptance of any and all of the Obligations authorized to be issued hereunder by those who shall hold the same from time to time, the Indenture shall be deemed to be and shall constitute a contract among the Authority, the Trustee and the Holders of the Obligations, and the pledge made in this Indenture and the covenants and agreements therein set forth to be performed by or on behalf of the Authority shall be for the equal benefit, protection and security of the Holders of any and all of the Obligations all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction of any of the Obligations over any other thereof except as expressly provided in or permitted by this Indenture.

Section 12.9 Notice. Any notice, demand, direction, request, or other instrument authorized or required by this Indenture to be given to or filed with the Authority or the Trustee shall be deemed to have been sufficiently given or filed for all purposes of this Indenture if and when sent by registered or certified mail, postage prepaid, to the address specified below or, to such other address as may be designated in writing by the parties:

Authority: Hidalgo County Regional Mobility Authority  
13460 Briarwick Drive, Suite 200  
Austin, Texas 78729  
Attention: Executive Administrator

Trustee: [BANK NAME]  
[BANK ADDRESS]  
Attn: [BANK CONTACT]

Section 12.10 Governing Law. This Indenture shall be governed in all respects, including validity, interpretation and effect, by, and shall be enforceable in accordance with, the laws of the State of Texas.

Section 12.11 Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in the Indenture on the part of the Authority or the Trustee to be performed shall be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of the Indenture.

Section 12.12 Successors. Whenever in the Indenture the Authority is named or referred to, it shall be deemed to include the board, body, commission, authority, agency, department or instrumentality of the State of Texas succeeding to the principal functions and powers of the Authority, and all the covenants and agreements in the Indenture contained by or on behalf of the Authority shall bind and inure to the benefit of said successor whether so expressed or not.

Section 12.13 Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in the Indenture, shall be a day that is not a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in the Indenture and no interest shall accrue for the period after such nominal date.

Section 12.14 Execution in Several Counterparts. This Indenture may be simultaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

[END OF ARTICLE XII]

IN WITNESS WHEREOF, the Authority and the Trustee have caused this Indenture to be signed, sealed and attested on their behalf by their duly authorized representatives, all as of the date first hereinabove written.

HIDALGO COUNTY REGIONAL  
MOBILITY AUTHORITY

By: \_\_\_\_\_  
Chairman, Board of Directors

ATTEST:

\_\_\_\_\_  
Secretary

(SEAL)

[BANK NAME], Trustee

By: \_\_\_\_\_  
Authorized Officer