HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

DATE: **WEDNESDAY, JULY 24, 2013**
TIME: **5:30 PM**
PLACE: **PHARR CITY HALL**
2nd FLOOR, CITY COMMISSION CHAMBERS
118 SOUTH CAGE BOULEVARD
PHARR, TEXAS 78577

PRESIDING: DENNIS BURLESON, CHAIRMAN

CALL TO ORDER FOR WORKSHOP

1. La Joya Relief Route Alignment Update.
2. Discussion regarding procurement of Depository Services.
3. Discussion regarding Matters related to 2013 Vehicle Registration Fee Revenue Bonds and Resolution:
    a. Selection of Trustee
    b. Selection of Underwriting Syndicate
    c. Preliminary Official Statement
    d. Financing Parameters / Pricing Committee
    e. Bond Documents (Resolution, Trust Indenture (Master & Supplemental), Bond Purchase Agreement, Paying Agent/Registrar Agreement)
4. Presentation of Program Management Consultant's Value Engineering Study Recommendations for State Highway 365.

ADJOURNMENT OF WORKSHOP

CALL TO ORDER FOR REGULAR MEETING

PUBLIC COMMENT

1. REPORTS

A. Update on SH 365 Project – Louis Jones, Program Manager

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

A. Approval of Minutes for Regular Meeting held June 19, 2013.
B. Approval of Project Expense Report for the period from June 12, 2013 to July 15, 2013.
C. Approval of Financial Report for May 2013.

3. REGULAR AGENDA

A. Resolution 2013-21 – Approval of Supplemental No. 4 to Work Authorization No. 6 of Professional Service Agreement with Dannenbaum Engineering for Continued Program Management for State Highway 365 and the International Border Trade Corridor.
B. Resolution 2013 -22 – Approval of a Consulting Service Agreement with Jerry Dale to serve as a Part-time Chief Financial Officer for the Hidalgo County Regional Mobility Authority.

4. CHAIRMAN'S REPORT

A. Update on the Texas 83rd Legislative Session
B. Selection of date for HCRMA Board of Directors Retreat

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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 and Financial Advisor on legal issues pertaining to financial options, including current obligations (Section 551.071 T.G.C.).
B. Consultation with Board Attorney on legal issues pertaining to an Interlocal Agreement with the City of Mission for Advance Project Development of SH 365 (Section 551.071 T.G.C.).
C. Consultation with Board Attorney on legal issues pertaining to the Transportation Project and Pledge Agreement (Section 551.071 T.G.C.).
D. Consultation with Board Attorney on legal issues pertaining to the sale of Hidalgo Count Regional Mobility Authority Vehicle Registration Fee Revenue Bonds (Section 551.071 T.G.C.).
E. Consultation with Board Attorney on legal issues pertaining to Supplemental No. 4 to Work Authorization No. 6 of Professional Service Agreement with Dannenbaum Engineering (Section 551.071 T.G.C.).
F. Consultation with Board Attorney on legal issues pertaining to Supplemental No. 1 to Professional Service Agreement with Dannenbaum Engineering (Section 551.071 T.G.C.).
G. Annual performance evaluation of Pilar Rodriguez, Executive Director (Section 551.074 T.G.C.).
H. Consultation with Board Attorney on legal issues pertaining to a Consulting Service Agreement with Jerry Dale for a Part-time Chief Financial Officer (Section 551.071 T.G.C.)

ADJOURNMENT OF REGULAR MEETING

PUBLIC COMMENT POLICY

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

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

I, the Undersigned Authority, do hereby certify that the attached agenda of the Hidalgo County Regional Mobility Authority Board of Directors is a true and correct copy and that I posted a true and correct copy of said notice on the Hidalgo County Regional Mobility Authority Web Page (www.hcrma.net) and the bulletin board in the Hidalgo County Court House (100 North Closner, Edinburg, Texas 78539), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the **18th** day of **July, 2013** at **12:00 pm** and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Flor E. Koll
Program Administrator

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

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Workshop Item 1

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**1**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/17/13**
FINANCE COMMITTEE		**MEETING DATE**	**7/24/13**
TECHNICAL COMMITTEE			

1. Agenda Item: **WORKSHOP – LA JOYA RELIEF ROUTE ALIGNMENT UPDATE**

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

   Presentation by the Texas Department of Transportation on the schematic alignment for the La Joya Relief Route.

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

Workshop Item 2

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/17/13**
FINANCE COMMITTEE		**MEETING DATE**	**7/24/13**
TECHNICAL COMMITTEE			

2. Agenda Item: **WORKSHOP – DISCUSSION REGARDING PROCUREMENT OF DEPOSITORY SERVICES**

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

Discussion regarding procurement of depository services in anticipation of the sale of Vehicle Registration Fee Bonds and retiring the line of credit with First National Bank.

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

Workshop Item 3

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/17/13**
FINANCE COMMITTEE		**MEETING DATE**	**7/24/13**
TECHNICAL COMMITTEE			

3. Agenda Item: **WORKSHOP – DISCUSSION REGARDING MATTERS RELATED TO THE 2013 VEHICLE REGISTRATION FEE REVENUE BOND AND RESOLUTION: SELECTION OF TRUSTEE, SELECTION OF UNDERWRITING SYNDICATE, PRELIMINARY OFFICIAL STATEMENT, FINANCING PARAMETERS/PRICING COMMITTEE AND BOND DOCUMENTS**

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

   Presentation by First Southwest on matters related to the 2013 Vehicle Registration Fee Revenue Bond and Resolution, which includes the selection of trustee, selection of underwriting syndicate, preliminary official statement, financing parameters/pricing committee and bond documents.

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

INDENTURE OF TRUST

By and Between

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY,
the Authority

and

[_____],
as Trustee

DATED AS OF AUGUST 1, 2013

SECURING

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
SENIOR LIEN VEHICLE REGISTRATION REVENUE AND REFUNDING BONDS
AS MAY BE ISSUED FROM TIME TO TIME

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated as of the 1st day of August, 2013, (the "Indenture"), is made by and between HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, a body politic and corporate and political subdivision of the State of Texas organized under Chapter 370, Texas Transportation Code (the "Authority"), and [_____], a national banking corporation (together with any successor trustee hereunder, the "Trustee").

W I T N E S S ET H

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

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

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

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

WHEREAS, the Authorizing Law requires that the County remit the revenue from the Vehicle Registration Fees to the Authority to fund long-term transportation projects in the County (the "Projects"); and

WHEREAS, it has been determined that such Projects will benefit the County and its residents through improved mobility, increased safety, enhanced economic development, and expansion of its tax base resulting in increased revenues to the County and the provision of services to residents; and

WHEREAS, the County has adopted and the Authority has adopted that certain Transportation Project and Pledge Agreement by and between the County and the Authority, dated as of July 24, 2013, as amended (the "Agreement"), which pledges the Vehicle Registration Fees toward payment of the Bonds issued for the Projects; and

WHEREAS, Section 502.402, Texas Transportation Code, as amended, authorizes the County to remit the Vehicle Registration Fees to the Authority, and pursuant to the Agreement the Authority has agreed to use such Vehicle Registration Fees to first be used to pay the principal of, interest on and redemption requirements of the Bonds, the charges and expenses of paying agents, registrars and trustees utilized in connection with the issuance of the Bonds, and

all amounts required to establish and maintain the funds to be established under this Indenture and the Bond Resolutions (as herein defined); and

WHEREAS, the Authority has authorized financing through a line of credit with First National Bank in the aggregate principal amount not to exceed $15,000,000 secured by Vehicle Registration Fees (the "Line of Credit").

WHEREAS, the Authority intends to issue Bonds with a maximum repayment term of no more than 40 years in one or more lawful forms to refund, defease and cancel the Line of Credit and obtain financing necessary to develop the Projects;

WHEREAS, in order to further secure the Bonds, the Authority has determined to enter into this Indenture with the Trustee for the purpose of assigning and pledging to the Trustee the Pledged Vehicle Fees (as herein defined), and establishing the Pledged Revenue Fund, the Senior Lien Debt Service Fund and the Senior Lien Debt Service Reserve Fund pursuant hereto, thereby constituting the Pledged Revenues (as herein defined) to be held by the Trustee to secure the payment of principal of and interest on all the Bonds from time to time issued under this Indenture and Bond Resolutions.

NOW, THEREFORE, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Trustee do hereby mutually covenant and agree, for the equal and proportionate benefit of the respective Owners from time to time of the Bonds, as follows:

[END OF RECITALS]

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01 Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, the following terms shall have the respective meanings specified below for all purposes of this Indenture:

"Act" shall mean Chapter 370, Texas Transportation Code, as amended and Chapter 1207, Texas Government Code, as amended.

"Additional Senior Lien Parity Bonds" shall mean the additional parity Senior Lien Bonds permitted to be issued by the Authority pursuant to Section 3.02A of this Indenture.

"Administration Fund" shall mean the Authority's Administration Fund so designated and created pursuant to Article IV of this Indenture.

"Agreement" shall mean that certain Transportation Project and Pledge Agreement by and between the County and the Authority, dated as of [July 24, 2013], as amended.

"Annual Debt Service" means for any annual period (any fiscal year or any other twelve (12) consecutive calendar month period), an amount equal to the sum of (i) all interest on the Senior Lien Bonds, which is due during such period, plus (ii) that portion of the Principal Installment or Installments of the Senior Lien Bonds, which is due during such period, as limited and calculated in the following manner:

(a) Except as modified below, (i) for any twelve (12) consecutive calendar month period other than the calendar year, whether or not such period constitutes the Authority's current fiscal year or any future Authority fiscal year, the aggregate amount of interest on and Principal Installment of the Senior Lien Bonds, which was paid or mandatorily redeemed or is scheduled to accrue and be paid or mandatorily redeemed during such twelve (12) consecutive month period; and (ii) for any fiscal year while the Authority's fiscal year is the same as the calendar year, the aggregate amount of interest on and Principal Installment of the Senior Lien Bonds, which was paid or mandatorily redeemed or is scheduled to accrue and be paid or mandatorily redeemed after January 1 of such fiscal year and on or before the next following January 1; and

(b) As to any annual period prior to the date of any calculation, such requirements shall be calculated solely on the basis of Senior Lien Bonds, which were Outstanding as of the first (1st) day of such period; and as to any future year such requirements shall be calculated solely on the basis of Senior Lien Bonds, Outstanding as of the date of calculation; and

(e) Notwithstanding the foregoing, all (i) amounts which are deposited to the credit of the Senior Lien Debt Service Reserve Fund, from original proceeds from the sale of any Senior Lien Bonds, and (ii) amounts which have been (i) and (iii) only include received monies realized as interest and investment earnings on amounts on deposit in the Senior Lien Debt Service (other than those amounts which are to be deposited into the

Rebate Fund pursuant to Section 4.07 of this Indenture) and which are used or scheduled to be used to pay interest on or Principal Installments of Senior Lien Bonds or Junior Lien Bonds, as the case may be, during any annual period, shall be deemed to reduce Annual Debt Service for any such annual period to the extent of such interest and investment earnings; and the amount of such deposits shall be excluded from and shall not constitute Annual Debt Service for any such annual period.

"Authority" shall mean the Hidalgo County Regional Mobility Authority, or its legal successors.

["Authority Budget Amount" shall mean an amount not to exceed 0.1% (one tenth of one percent) of the Outstanding Senior Lien Bonds.]

"Authorized Representative" shall mean the Chairman or the Vice Chairman of the Authority designated to perform a specified act, to sign a specified document or to act generally on behalf of the Authority by a written instrument furnished to the Trustee.

"Average Annual Debt Service" shall mean the total Annual Debt Service (as of the date of the calculation) divided by the remaining number of years until the final maturity of the Senior Lien Bonds. The Average Annual Debt Service calculated under this Indenture shall remain in effect until the next date when such calculation is required under this Indenture. For the purposes of calculating the Average Annual Debt Service, any fractional year shall be included in the calculation as a full year.

"Board" shall mean the Board of Directors of the Authority.

"Bond Counsel" shall mean Bracewell & Giuliani LLP. or such other nationally recognized bond counsel firm engaged by the Authority.

"Bonds" shall mean the Senior Lien Bonds issued by the Authority pursuant to this Indenture and the Bond Resolutions.

"Bond Resolutions" shall mean the resolutions from time to time adopted by the Authority authorizing the Senior Lien Bond Resolutions.

"Business Day" shall mean any day which is not a Saturday, Sunday, a day on which banking institutions in the city where the corporate trust office of the Trustee or the Paying Agent/Registrar is located, which is initially Houston, Texas, are authorized by law or executive order to close, or a legal holiday.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Construction Period" means the period commencing on the date construction begins and ending on the date construction is completed.

"Costs of Issuance" shall mean all costs to the extent incurred in connection with, and allocable to, the issuance of an issue of Bonds within the meaning of Section 147(g) of the Code.

"Debt Service" shall mean the Principal Installments and interest on the Senior Lien Bonds.

"Eligible Investments" shall mean any investments which the Authority is permitted to make under the laws of the State of Texas, including the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended.

"Event of Default" shall mean any Event of Default described in Section 6.01 of this Indenture.

"Exempt Securities" means bonds or other evidences of obligations, the interest on which is exempt from federal income taxation under Section 103(a) of the Code.

"Fair Market Value" shall mean as of any particular time:

(a) as to Eligible 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 Eligible Investments so published on or most recently prior to the date of valuation by the Trustee, or

(b) as to Eligible 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 Eligible Investments at the date of valuation by the Trustee, as reported to the Trustee by any two nationally recognized dealers (in the opinion of the Trustee) in such Eligible Investments.

"Fund" shall mean any one or more, as the case may be, of the separate special funds created and established or required to be maintained pursuant to this Indenture.

"Interest Payment Date", when used in connection with any Bond, shall mean [March 1 and September 1], commencing on such [March 1 or September 1] as shall be set forth in the Bond Resolution for such Bonds.

"Inferior Lien Bonds" shall mean any obligations described in Section 3.08 of this Indenture.

"Mandatory Redemption Installment" shall mean, as of any particular date of calculation and with respect to any Series of Bonds, the amount of money to be applied to the mandatory redemption (including any mandatory redemption premium, if any) of Bonds in any fiscal year prior to maturity pursuant to this Indenture or any Bond Resolution, as such Mandatory Redemption Installment shall have been previously reduced by the principal amount of any Bonds of such Series of the maturity with respect to which such Mandatory Redemption Installment is payable which are purchased or redeemed by the Trustee in accordance with the provisions of this Indenture or of any Bond Resolution, other than a Mandatory Redemption Installment redemption or purchase.

"Maximum Annual Debt Service" shall mean, as of the calculation date, the greatest amount of the Annual Debt Service calculated for any future fiscal year.

["Net Pledged Revenues" shall mean, as of any date of calculation during a given fiscal year of the Authority, the amount of Pledged Revenues less the Authority Budget Amount.]

"Outstanding" when used with reference to Bonds, shall mean, as of a particular date, all Bonds theretofore and thereupon delivered except: (a) any Bond canceled by or on behalf of the Authority at or before said date, (b) any Bond defeased or no longer considered Outstanding pursuant to the provisions of the Bond Resolution or otherwise defeased as permitted by applicable law, and (c) any such Bond in lieu of or in substitution for which another Bond shall have been delivered pursuant to the Bond Resolution.

"Owner" or "Registered Owner", when used with respect to any Bond shall mean the person or entity in whose name such Bond is registered in the Register. Any reference to a particular percentage or proportion of the Owners shall mean the Owners at a particular time of the specified percentage or proportion in aggregate principal amount of all Bonds then Outstanding under the Bond Resolution.

"Paying Agent/Registrar" shall mean the bank or trust company so designated in the Bond Resolutions.

"Pledged Revenue Fund" shall mean the fund so designated and created pursuant to Article IV of this Indenture.

"Pledged Revenues" shall have the meaning assigned to that term in Article II of this Indenture.

"Pledged Vehicle Fees" shall mean the Vehicle Registration Fees derived from the imposition of the additional vehicle registration fee pursuant to the Act and payable to the Authority by the County pursuant to the Agreement.

"Principal Installment Payment Date," when used in connection with any Bond, shall mean [September 1] of each year in which principal is scheduled to be paid [,except as may be adjusted by a Bond Resolution].

"Principal Installment" means, as of any particular date of computation and with respect to Bonds of a particular Series, an amount of money equal to the aggregate of (a) the principal amount of Outstanding Bonds of said Series which mature on a single future date, reduced by the aggregate principal amount of such Outstanding Bonds of such Series which would at or before said future date be retired as a result of Mandatory Redemption Installments applied in accordance with this Indenture plus (b) the amount of any Mandatory Redemption Installment payable on said future date for the retirement of any Outstanding Bonds of said Series.

"Project Fund" means the Authority's Project Fund so designated and created pursuant to Article IV of this Indenture.

"Register" or "Bond Register" shall mean the books of registration kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner.

"Regulations" shall mean the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

"Reserve Fund Surety Policy" shall mean an insurance policy or other credit agreement, as such term is defined by Section 1371.001, Texas Government Code, in a principal amount equal to the portion of the Reserve Requirement to be satisfied and issued by a financial institution or insurance company with a rating, at the time of issuance of the Senior Lien Bonds, and deposit into the Senior Lien Debt Service Reserve Fund, for its long term unsecured debt or claims paying ability in the highest letter category by at least one major municipal securities evaluation sources.

"Reserve Requirement" shall be computed upon the issuance of any Series of Bonds and shall be the lesser of: (i) 1.25 times the Average Annual Debt Service of the Senior Lien Bonds, or (ii) the Maximum Annual Debt Service, provided that the issuance of any Series of Senior Lien Bonds shall not cause the Reserve Requirement to increase by more than 10% of the initial principal amount of such issue of Senior Lien Bonds (or sale proceeds in the event that the amount of original issue discount exceeds two percent multiplied by the stated redemption price at maturity of such issue of Bonds), all as set forth in Section 1.148-2(f)(2)(ii) of the Regulations.

"Senior Lien Bonds" shall mean one or more series of senior lien bonds issued by the Authority pursuant to this Indenture and the Senior Lien Bond Resolutions.

"Senior Lien Bond Resolutions" shall mean the resolutions from time to time adopted by the Authority authorizing the Senior Lien Bonds.

"Senior Lien Debt Service Fund" shall mean the fund and accounts so designated and created pursuant to Article IV of this Indenture.

"Senior Lien Debt Service Reserve Fund" shall mean the fund and accounts so designated and created pursuant to Article IV of this Indenture.

"Senior Lien Parity Bonds" shall mean the Senior Lien Bonds and each series of Additional Senior Lien Parity Bonds from time to time hereafter issued, but only to the extent such bonds remain Outstanding.

"Series" shall mean all of the Bonds authenticated and delivered pursuant to this Indenture or any Bond Resolution authorizing the issuance of such Bonds as a separate series of Bonds or any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds.

"State" or "State of Texas" shall mean the State of Texas.

"Trustee" shall mean [_____], and its successors in that capacity.

Section 1.02 Recitals, Table of Contents, Titles and Headings. The terms and phrases used in the recitals of 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 1.01 hereof. 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 1.03 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, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This 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 Indenture and the Bonds.

[END OF ARTICLE I]

ARTICLE II

GRANTING CLAUSES

In order to secure the payment of the principal of, redemption premium, if any, and interest on all Senior Lien Bonds as the same are issued and 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 Senior Lien Bonds by the Owners 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, subject to the provisions of this Indenture, all of the Authority's right, title and interest in and to the following described properties and interests, direct or indirect, whether now owned or hereafter acquired (collectively, the "Pledged Revenues"):

(a) The Vehicle Registration Fees under the Agreement.

(b) All moneys deposited or required to be deposited in the Pledged Revenue Fund, the Senior Lien Debt Service Fund and the Senior Lien Debt Service Reserve Fund with respect to the Senior Lien Bonds, and the Redemption Fund held by the Trustee pursuant to the provisions of this Indenture and all interest earnings and investment income therefrom.

(c) Any and all property of every kind and nature (including without limitation, cash, obligations or securities) which may from time to time hereafter be conveyed, assigned, hypothecated, endorsed, pledged, mortgaged, granted, or delivered to or deposited with, the Trustee as additional security hereunder by the Authority, or anyone on behalf of the Authority, or which pursuant to any of the provisions hereof may come into the possession or control of the Trustee as security hereunder, or of a receiver lawfully appointed hereunder, all of which property the Trustee is authorized to receive, hold and apply according to the terms hereof.

TO HAVE AND TO HOLD all the same, with all rights and privileges appurtenant thereto, unto the Trustee and its successors in trust forever.

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, for the equal and proportionate benefit and security of the Owners from time to time of the Senior Lien Bonds secured and to be secured hereunder, or any of them, without preference, priority or distinction as to lien or otherwise of any Senior Lien Bond over any other Senior Lien Bonds, except as otherwise expressly provided in this Indenture.

PROVIDED, HOWEVER, that if the Authority, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the Senior Lien Bonds and the interest and redemption premium, if any, due or to become due thereon, at the times and in the manner provided in the Senior Lien Bonds , and in the Bond Resolutions according to the true intent and meaning thereof, and shall cause the payments to be made into the Funds maintained hereunder in the amounts required by this Indenture and the Bond Resolutions, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee or Paying

Agent/Registrar the entire amount due or to become due thereon, or an amount sufficient to provide for the payment thereof, 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 this Indenture and the rights and liens hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and shall remain in full force and effect.

[END OF ARTICLE II]

ARTICLE III

AUTHORIZATION OF BONDS AND RELATED GENERAL TERMS AND PROVISIONS; ADDITIONAL PARITY BONDS AND INFERIOR LIEN BONDS

Section 3.01 Authorization of Bonds. (a) The Bonds may be authorized from time to time by the Authority pursuant to Bond Resolutions duly adopted by the Board, which Bond Resolutions shall specify the dates, denominations, principal amounts, interest rates, maturities, redemption provisions, forms of bonds, manner of payment, provision for execution and authentication, application of proceeds and all other terms and provisions of the Bonds not otherwise provided herein.

(b) At or prior to the issuance of each series of Bonds pursuant to any Bond Resolution, the Authority shall provide to the Trustee the following:

(i) a certified copy of the Bond Resolution;

(ii) the approving opinion of the Authority's Bond Counsel with respect to such Series of Bonds to the effect (i) that the Bonds are valid and binding obligations of the Authority except to the extent that their enforceability may be limited by applicable provisions of the federal bankruptcy laws and any other similar laws affecting the rights of creditors of political subdivisions generally, and except that such enforceability is subject to general principles of equity and the exercise of judicial discretion (regardless of whether such enforceability is considered in a proceeding in law or at equity), and (ii) that the Bonds are issued pursuant to the terms of this Indenture;

(iii) if such Series of Bonds are being issued to refund any previously issued Bonds, the identity, redemption date and redemption price of the Bonds to be refunded;

(iv) a debt service schedule with regard to such Series of Bonds and all Bonds that will then be Outstanding after the issuance of such Series of Bonds and refunding of any Bonds being refunded thereby; and

(v) the amount of the Reserve Requirement relating to the Senior Lien Bonds as such amount may have been modified based upon the issuance of such Series of Bonds.

Section 3.02 Additional Senior Lien Parity Bonds. The Authority reserves the right to issue, for any lawful purpose (including the refunding of any previously issued Senior Lien Parity Bonds), one or more series of Additional Senior Lien Parity Bonds payable from and secured by a lien on the Pledged Revenues, on a parity with the Senior Lien Bonds, and any previously issued Additional Senior Lien Parity Bonds; provided, however, that no Additional Senior Lien Parity Bonds may be issued unless:

(a) The Additional Senior Lien Parity Bonds mature on, and interest is payable on, the Principal Installment Payment Dates and Interest Payment Dates, respectively;

(b) There shall be on deposit in the Senior Lien Debt Service Reserve Fund, after the issuance of the Additional Senior Lien Parity Bonds, an amount equal to the Reserve Requirement on all Senior Lien Bonds that will be Outstanding after the issuance of such Additional Senior Lien Parity Bonds;

(c) The Authority certifies that it is not in material default with the terms of the Indenture, any Bond Resolution, or the Agreement; and

(d) The Authority has received a certificate of its financial advisor or accountant meeting the requirements set forth below which provides that Vehicle Registration Fees over the preceding fiscal year or for a consecutive 12-month period out the 15-month period immediately preceding the month in which the Bond Resolutions authorizing Additional Senior Lien Parity Bonds is adopted, were at least 150 percent of the Maximum Annual Debt Service, taking into account the outstanding Senior Lien Bonds and the Additional Senior Lien Parity Bonds to be issued, provided however, such requirement shall not apply to the issuance of any Series of Additional Senior Lien Parity Bonds for refunding purposes so long as the result of the refunding does not increase Annual Debt Service requirements on the Senior Lien Bonds in any year.

Section 3.03 Completion Bonds. The provisions of Section 3.2 above shall not apply to the issuance of Completion Bonds issued as described in this section. The Authority reserves the right to issue one or more Series of: Senior Lien Bonds to pay the cost of completing any Project (as defined in this Section below) for which Senior Lien Bonds have previously been issued.

Prior to the issuance of any series of Completion Bonds the Authority must provide, the following documents:

(a) a certificate of the consulting engineer engaged by the Authority to design the Project for which the Completion Bonds are to be issued stating that such Project has not materially changed in scope since the issuance of the most recent series of Bonds for such purpose (except as permitted in the applicable Bond Resolution authorizing such Bonds) and setting forth the aggregate cost of the Project which, in the opinion of such consulting engineer, has been or will be incurred; and

(b) a certificate of the Authority (i) stating that all amounts allocated to pay costs of the Project from the proceeds of the most recent series of Bonds issued in connection with the Project for which the Completion Bonds are being issued were used or are still available to be used to pay costs of such Project; (ii) containing a calculation of the amount by which the aggregate cost of that Project (furnished in the consulting engineer's certificate described above) exceeds the sum of the costs of the Project paid to such date plus the moneys available at such date within any construction fund established therefor or other like account applicable to the Project plus any other moneys which the Authority has determined are available to pay such costs in any other fund; and (iii) certifying that, in the opinion of the Authority, the issuance of the Completion Bonds is necessary to provide funds for the completion of the Project.

For purposes of this Section, the term "Project" shall mean any Project defined in a Bond Resolution authorizing the issuance of Senior Lien Bonds for the purpose of financing such project. Any such Supplemental Resolution may contain such further provisions as the Authority shall deem appropriate with regard to the use, completion, modification or abandonment of such Project.

Section 3.04 Inferior Lien Bonds. The Authority reserves the right to issue, for any lawful purpose, bonds, notes or other obligations secured in whole or in part by liens on all or part of the Pledged Revenues that are inferior and subordinate to the lien on Pledged Revenues securing payment of the Senior Lien Parity Bonds. Such Inferior Lien Bonds may be further secured by any other source of payment lawfully available for such purposes. The Authority reserves the right to establish such other funds and accounts as may be necessary for the issuance of such Inferior Lien Bonds as provided in the resolutions authorizing such Inferior Lien Bonds.

Section 3.05 Declaration. It is hereby expressly declared that all revenues, receipts, moneys and other properties hereby pledged are to be 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 III]

ARTICLE IV

FUNDS AND INVESTMENTS

Section 4.01 Creation of Funds. There are hereby created the following Funds:

(A) Pledged Revenue Fund;

(B) Administration Fund;

(C) Senior Lien Debt Service Fund;

(D) Senior Lien Debt Service Reserve Fund, inclusive of any accounts created under the Senior Lien Bond Resolutions;

(E) Redemption Fund;

(F) Project Fund; and

(G) Rebate Fund.

Each Fund, other than the Administration Fund and the Project Fund, shall be maintained by the Trustee separate and apart from all other funds of the Authority. The Authority shall maintain its Administration Fund and Project Fund at a depository of the Authority's selection and in accordance with the Bond Resolutions. The Pledged Revenue Fund, the Senior Lien Debt Service Fund, the Senior Lien Debt Service Reserve Fund, and the Redemption Fund shall constitute trust funds which shall be held in trust by the Trustee solely for the benefit of the Owners of the Bonds. The Rebate Fund shall be held by the Trustee free and clear of any lien created by the Indenture. The Authority reserves the right to establish, pursuant to a resolution, one or more additional Funds or accounts for such purposes as the Authority may determine from time to time, including, but not limited to the purposes of providing for the issuance of Inferior Lien Bonds.

Section 4.02 Pledged Revenue Fund and Flow of Funds.

(a) Immediately upon receipt of the Vehicle Registration Fees, the Authority shall identify, segregate and deposit into the Pledged Revenue Fund all Pledged Vehicle Fees.

(b) Money in the Pledged Revenue Fund shall be applied in the following manner and order of priority:

(A) First, to the payment of fees and expenses of the Trustee and Paying Agent/Registrar;

(B) [Second, to the Administrative Fund an amount not to exceed the Authority Budget Amount;]

(C) Third, to the Senior Lien Debt Service Fund, taking into account any money already on deposit in the Senior Lien Debt Service Fund for the Senior Lien Bonds, to make the following deposits on or before the fifth Business Day prior to the first day of each calendar month:

(i) approximately one-sixth (1/6) of the interest coming due on the Senior Lien Bonds (or, if the first Interest Payment Date is less than six months away, the Trustee shall allocate a pro rata amount from the Pledged Revenue Fund an amount sufficient to total the interest payable on the Senior Lien Bonds in equal monthly installments) on the next succeeding Interest Payment Date established for the Senior Lien Bonds;

(ii) approximately one-twelfth (1/12) of the principal due on the next Principal Installment Payment Date that is within 12 months (or, if the first Principal Installment Payment Date is less than twelve months away, the Trustee shall allocate a pro rata amount from the Pledged Revenue Fund sufficient to total the principal payable on the Senior Lien Bonds in equal monthly installments);

(iii) if a Mandatory Redemption Installment is due on the Senior Lien Bonds within the next succeeding 12 months, approximately one-twelfth (1/12) of the Mandatory Redemption Installment falling due on the next succeeding Sinking Fund Installment payment date; and

(D) Fourth, to the Senior Lien Debt Service Reserve Fund all amounts required by this Indenture and the Senior Lien Bond Resolution to attain the Reserve Requirement with respect to each account created therein;

(E) Fifth, any funds remaining after the deposits required by Section 4.02(b)(A) through 4.02(b)(E) above, if applicable, have been made or provided for, shall be deposited in the Project Fund, at the discretion and written direction of the Authority at any time, for use by the Authority for any lawful purpose.

Section 4.03 Senior Lien Debt Service Fund. Money in the Senior Lien Debt Service Fund shall be held in trust by the Trustee. Within the Senior Lien Debt Service Fund, one or more accounts or subaccounts may be created pursuant to the Senior Lien Bond Resolutions for any Series of Senior Lien Bonds ("Senior Lien Debt Service Accounts" or such term as further designated in the Senior Lien Bond Resolutions). To the extent applicable, the Authority shall deposit or cause to be deposited into the Senior Lien Debt Service Fund (i) amounts paid to the Authority as pre-issuance accrued interest on the Senior Lien Bonds, (ii) Senior Lien Bond proceeds used to pay capitalized interest on the Senior Lien Bonds, (iii) transfers from the Pledged Revenue Fund as provided in Section 4.02(b)(C), (iv) transfers from the Senior Lien Debt Service Reserve Fund as provided in Section 4.04, and, (v) to the extent necessary, additional Pledged Revenues, in such amounts and at such times, to provide that amounts necessary to pay interest and Principal Installments due on the Senior Lien Bonds. The Trustee shall transfer on each Interest Payment Date and each Principal Installment Payment Date to the Paying Agent/Registrar such amounts in the Senior Lien Debt Service Fund to pay Principal Installments and interest on the Senior Lien Bonds as the same becomes due. The Trustee shall

make all such transfers as directed in writing by the Authority such that the Authority shall be in compliance with the guidelines of the Depository Trust Company, as amended from time to time.

Section 4.04 Senior Lien Debt Service Reserve Fund. Within the Senior Lien Debt Service Reserve Fund, one or more accounts or subaccounts may be created pursuant to the Senior Lien Bond Resolutions for any Series of Bonds (the "Senior Reserve Accounts"). The Senior Reserve Accounts shall constitute trust funds which shall be held in trust for the Owners of such Series of Senior Lien Bonds to which they are pledged. The amounts in the Senior Reserve Accounts (other than the interest income thereon, which shall be transferred either to (i) the Senior Lien Debt Service Fund or (ii) the Project Fund during the Construction Period) shall be pledged to the payment of the Series of Senior Lien Bonds to which they are pledged. The Authority reserves the right to issue Additional Senior Lien Parity Bonds which are not secured by the Reserve Accounts; provided that the Authority may create a separate account within the Senior Lien Debt Service Reserve Fund for the benefit of any such Series of Senior Lien Bonds, the proceeds of which account (other than the interest income thereon, which may be transferred to the Pledged Revenue Fund) shall be pledged to the payment of such Series.

Money in the Senior Lien Debt Service Reserve Fund shall be held in trust by the Trustee. The Senior Lien Debt Service Reserve Fund shall initially be funded as provided in the Senior Lien Bond Resolutions.

(A) If, on any Interest Payment Date or Principal Installment Payment Date, after transferring funds to the Senior Lien Debt Service Fund as provided in Section 4.02, any account in the Senior Debt Service Reserve Fund contains amounts less than the applicable Reserve Requirement, the Trustee shall withdraw from the Pledged Revenue Fund and deposit on a pro rata basis into each account of the Senior Lien Debt Service Reserve Fund the amount required to attain the Reserve Requirement. If there are not sufficient funds in the Pledged Revenue Fund to fund the Reserve Requirement, the Trustee shall deposit on a pro rata basis into each account of the Senior Lien Debt Service Reserve Fund all interest and income earned from the investment of amounts credited to the Senior Lien Debt Service Reserve Fund until the Reserve Requirement is again attained.

(B) So long as the Senior Lien Debt Service Reserve Fund contains amounts at least equal to the Reserve Requirement, all earnings on the Senior Lien Debt Service Reserve Fund shall be transferred and deposited, as collected, into the Senior Lien Debt Service Fund.

(C) Amounts deposited into the Senior Lien Debt Service Reserve Fund (i) shall be used to pay interest on or Principal Installments of the Bonds when insufficient funds are available for such purpose in the Senior Lien Debt Service Fund or (ii) may be applied toward the payment of interest on or Principal Installments of Senior Lien Bonds in connection with the refunding or redemption of such Senior Lien Bonds.

(b) The Authority expressly reserves the right at any time to satisfy all or part of the Reserve Requirement by obtaining for the benefit of the Senior Lien Debt Service Reserve Fund one or more Reserve Fund Surety Policies. In the event the Authority elects to substitute at any

time a Reserve Fund Surety Policy for any funded amounts in the Senior Lien Debt Service Reserve Fund, it may direct the Trustee in writing to apply any bond proceeds thereby released, to the greatest extent permitted by law, to any purposes for which the Bonds were issued and any other funds thereby released to any purposes for which such funds may lawfully be used, including the payment of debt service on the Senior Lien Bonds. The premium for any Reserve Fund Surety Policy shall be paid from bond proceeds or other funds of the Authority lawfully available for such purpose. Any Reserve Fund Surety Policy shall be authorized by resolution. All amounts deposited in or required to be deposited in the Senior Lien Debt Service Reserve Fund may be used to pay obligations incurred to providers of Reserve Fund Surety Policies, including amounts advanced thereunder, interest on such advances and related costs and expenses.

Section 4.05 Redemption Fund. Any amounts on deposit in the Redemption Fund may be transferred to the Rebate Fund upon written direction by the Authority.

Section 4.06 Administration Fund and Project Fund. In addition to, and subject to, the provisions of Section 4.02, there shall be deposited into the Administration Fund and the Project Fund, at the discretion and written direction of the Authority, any amounts remaining in the Pledged Revenue Fund. After transfer to the Administration Fund and Project Fund, such amounts may be used by the Authority for any lawful purpose free from the lien and pledge of this Indenture, and as further prescribed in the Bond Resolution.

Section 4.07 Rebate Fund.

(A) Any provision hereof to the contrary notwithstanding, amounts credited to the Rebate Fund shall be free and clear of any lien created by the Indenture. The Trustee shall transfer from the Pledged Revenue Fund to the credit of the Rebate Fund each amount directed in writing by the Authority to be transferred thereto. Amounts on deposit in the Rebate Fund shall be used solely to make payments to the United States under Section 148 of the Code and to pay costs related to the calculation of the amount due.

(B) Within five days after each transfer of funds to the Rebate Fund necessary to meet the requirements of the Bond Resolutions or this Section, the Trustee shall withdraw from the Rebate Fund and pay to the United States the balance of the Rebate Fund. All payments to the United States pursuant to this Section shall be (i) made by the Trustee for the account and in the name of the Authority, (ii) paid by check mailed by registered mail (return receipt requested), addressed to the Internal Revenue Service Center, Philadelphia, Pennsylvania 19255 (or such other Service Center as may be designated by the Internal Revenue Service from time to time), and (iii) accompanied by the relevant Internal Revenue Service Form 8038-T provided by the Authority.

(C) The Trustee shall preserve copies (either in original form or by image) of all statements and forms received from the Authority pursuant to this Indenture and all records maintained by it of transactions in the Rebate Fund and shall deliver such materials to the Authority within 60 days following the discharge of the last of the Bonds.

(D) The Trustee may in good faith 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 supply accurate or sufficient instructions.

(E) If at any time during the term of this Indenture the Trustee or the Authority desires to take any action that would otherwise be prohibited by the terms of this Section, such person will be permitted to take such action only if it shall first obtain and provide to the other person named herein an opinion of Bond Counsel (acceptable to both the Trustee and the Authority) to the effect that such action will not adversely affect the exclusion of interest on the Bonds 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 4.08 Investments; Earnings. Monies deposited into the Pledged Revenue Fund, the Senior Lien Debt Service Fund, and the Senior Lien Debt Service Reserve Fund shall be invested and reinvested in Eligible Investments as directed in writing to the Trustee by the Authority; provided that all such Eligible Investments shall be directed by the Authority in such manner that the money required to be expended from any Fund will be available at the proper time or times.

(A) All investments and any profits realized from or interest accruing on such investments shall belong to the Fund from which the monies for such investments were taken (except as otherwise expressly provided in this Indenture). All losses on investments shall be charged against the Fund to which such investments are credited. The Trustee shall have the right to have sold in the open market a sufficient amount of any such investments at any time that a Fund does not have sufficient uninvested funds on hand to meet the obligations payable out of such Fund. The Trustee shall not be liable or responsible for any loss resulting from any such investment or resulting from the sale of any such investment as herein authorized.

(B) At the written direction of the Authority, a portion of the investment income from any Fund may be paid directly to the Rebate Fund, free and clear of the lien and pledge of this Indenture, for payment to the United States pursuant to Section 4.07 in order to maintain the tax status of the Bonds.

(C) The Trustee may make any investment through its or an affiliate's investment department, and the Trustee or such affiliate may receive compensation in connection with such investments. As amounts invested are needed for disbursement from any Funds, the Trustee shall cause a sufficient amount of the investments credited to that Fund to be redeemed or sold and converted into cash to the credit of that Fund. Securities transaction charges incident to any purchase, sale, or redemption of Eligible Investments shall be charged to the Authority.

(D) The Authority by its execution of this Indenture covenants to restrict the investment of money in the Funds created under this Indenture in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations

at the time the Bonds are delivered to their original purchaser, so that the Bonds will not constitute "arbitrage bonds" under the Code and the Regulations, and the Trustee hereby agrees to comply with the Authority's written instructions with respect to the investment of money in the Funds created under this Indenture; provided however, in the absence of written investment instructions from the Authority, the Trustee shall not be responsible or liable for keeping the moneys held by it hereunder fully invested.

(E) The Authority has covenanted to provide the Trustee with written instructions to assure that any amounts that, in accordance with the Code and applicable regulations, are required to be invested at a restricted yield will be invested either (i) in Exempt Securities or (ii) at a yield that is not materially higher than the yield on the Bonds, determined in accordance with the Code and applicable Regulations, unless in the opinion of Bond Counsel, investment of such at a higher rate will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes. For the purpose of applying this Section, amounts on deposit in each Fund shall be accounted for on a first in, first out basis. The Trustee, at the Authority's direction, is authorized to yield restrict any investment in accordance with [Article VIII] of the Bond Resolutions.

(F) For the purpose of determining the amount on deposit to the credit of any such Fund, obligations in which money in such Fund shall have been invested shall be valued at the Fair Market Value. The Trustee shall provide a valuation of the Eligible Investments in the Funds established under this Indenture as of the last Business Day of each month.

[END OF ARTICLE IV]

ARTICLE V

COVENANTS OF THE AUTHORITY

Section 5.01 Payment of Bonds and Performance of Obligations. The Authority covenants to promptly pay or cause to be paid the principal of, redemption premium, if any, and interest on the Bonds as the same become due and payable, whether at maturity or by prior redemption, in accordance with the terms of the Bonds and the Bond Resolutions; to pay when due all fees, charges and other amounts due to the Trustee and the Paying Agent/Registrar for the discharge of their duties hereunder; and to faithfully keep and perform all of its covenants, undertakings and agreements contained in this Indenture, the Agreement, the Bond Resolutions and the Bonds.

Section 5.02 Recordation and Execution of Security Instruments. The Authority covenants to cause this Indenture, any supplemental indentures, and all other security instruments, financing statements and supplements thereto that may be necessary, to be filed, recorded, and re-filed, in such manner, at such times and in such places as may be required by law in order to fully preserve and protect the rights and security of the Owners of the Bonds and to perfect and preserve the lien of this Indenture. Without limiting the generality of the foregoing, the Authority shall execute and deliver such additional instruments and perform such additional acts as may be necessary and proper after the execution of this Indenture and to transfer to any successor Trustee or Trustees the assets, powers, instruments and funds held in trust hereunder and to confirm the lien of this Indenture with respect to any Bond or Bonds, and shall take all action that may at any time be necessary, including those in the opinion of the Trustee, to secure the interests of the Owners of the Bonds.

Section 5.03 Title; Encumbrances of Pledged Revenues. The Authority covenants that it has good and indefeasible title to the Pledged Vehicle Fees, subject to the assignments and pledges contained herein. So long as any Bonds remain Outstanding, except as permitted by Sections 3.02A and 3.04 of this Indenture, the Authority covenants not to sell, transfer, assign, pledge, encumber, mortgage or otherwise dispose of, directly or indirectly, by merger or otherwise, or cause or suffer same, or create or allow to accrue or exist any lien upon, all or any part of its interest in the Pledged Revenues or any portion thereof, except for the lien of this Indenture.

Section 5.04 Pledged Revenues Not Encumbered. The Pledged Revenues are not in any manner pledged to the payment of any debt or obligation of the Authority other than the Bonds. The Authority covenants that it will not in any manner pledge or further encumber the Pledged Revenues unless such pledge or encumbrance is junior and subordinate to the lien and pledge hereunder securing the Bonds.

Section 5.05 Collection of Pledged Vehicle Fees. Subject to the provisions of applicable law and the Agreement, the Authority covenants and agrees to use its best efforts to cause the County to remit to the Authority, all Vehicle Registration Fees to provide for the payment of principal of and interest on the Bonds.

Section 5.06 Amendment of Agreement. The Authority covenants not to cause any amendment of the Agreement that will in any manner materially impair the rights of the Owners of the Bonds.

[END OF ARTICLE V]

ARTICLE VI

DEFAULT AND REMEDIES

Section 6.01 Events of Default. An Event of Default hereunder shall consist of any of the following acts or occurrences:

(A) failure to pay when due Principal Installments or interest on any Bond;

(B) failure to deposit to the Senior Lien Debt Service Funds money sufficient for the payment of any Principal Installments or interest payable on the Bonds by no later than the date when such Principal Installment or interest becomes due and payable; or

(C) default in the performance, or breach, of any covenant or agreement on the part of the Authority contained in this Indenture (other than a covenant or agreement the default in the performance or observance of which is elsewhere in this Section specifically addressed) and continuance of such default or breach for a period of 30 days of a written notice is provided pursuant to Section 6.03.

Section 6.02 Notices. In order to provide the Authority with information with respect to its obligations under this Indenture, the Trustee shall provide the Authority the following notices:

(A) Notice of any draws upon the Senior Lien Debt Service Reserve Fund which are required to be transferred to the Senior Lien Debt Service Funds for the payment of Principal Installments of or interest on any Bonds, together with the description of the amount drawn; and

(B) Notice of transfers to the Administration Fund pursuant to Sections 4.02 and 4.06.

Section 6.03 Notice of Default. The Trustee shall also be required to give prompt notice to the Authority of the occurrence of any Event of Default hereunder of which the Trustee has actual knowledge.

Section 6.04 Remedies in General. If an Event of Default hereunder shall occur and be continuing, then, in addition to all of the other rights and remedies granted to the Trustee hereunder, the Trustee in its discretion, subject to the provisions of this Indenture, may proceed to protect and enforce its rights and the rights of the Owners of Bonds by suit, action or proceeding in equity or at law or otherwise, whether for the specific performance of any covenant or agreement contained in this Indenture, the Bond Resolutions or the Bonds or in aid of the execution of any power granted in this Indenture or for the enforcement of any other legal, equitable or other remedy, as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce any of the rights of the Trustee or such Owners of the Bonds, including, without limitation, the right to seek a writ of mandamus issued by a court of competent jurisdiction compelling the members or officers of the Authority to make payment of the Pledged Vehicle Fees or to observe and perform such covenant, obligations or conditions of this Indenture or the Agreement.

Section 6.05 Appointment of Receivers. If an Event of Default hereunder shall occur and be continuing, and upon filing of a bill in equity or commencement of other judicial proceedings to enforce the rights of the Trustee and the Owners hereunder, the Trustee shall be entitled as a matter of right, and to the extent permitted by law, to the appointment of a receiver or receivers of the Pledged Revenues and the income, rents, profits and use thereof pending such proceedings, with such powers as the court making such appointment shall confer.

Section 6.06 Trustee May Act Without Possession of Bonds. All rights of action under this Indenture or under any Bonds may be enforced by the Trustee without possession of any of the Bonds or the production thereof on any trial or other proceedings relative thereto, and any such suit or proceedings instituted by the Trustee shall be brought in its name, as Trustee for the ratable benefit of the Owners of the Bonds, subject to the provisions of this Indenture.

Section 6.07 Trustee as Attorney in Fact. The Trustee is hereby appointed (and the Owners of the Bonds, by taking and owning same from time to time, shall be deemed to have so appointed the Trustee) the true and lawful attorney in fact of the Owners of the Bonds, to make or file, in the names of the Owners of the Bonds, or in behalf of all Owners of the Bonds as a class, any proof of debt, amendment to proof of debt, petition or other document, and to do and perform any and all acts and things for and in the name of the Owners of the Bonds as a class as may be necessary or advisable, in the judgment of the Trustee, in order to have the claims of the Owners of the Bonds against the Authority approved in any equity receivership, insolvency, liquidation, bankruptcy, reorganization or other proceedings to which the Authority shall be a party and to receive payment of or on account of such claims. Any such receiver, assignee, liquidator or trustee is hereby authorized by each of the Owners to make such payments to the Trustee, and, in the event that the Trustee shall consent to the making of such payments directly to the Owners, to pay to the Trustee any amount due for compensation and expenses of the Trustee, including counsel fees, costs and expenses, incurred up to the date of such distribution, and the Trustee shall have full power of substitution and delegation in respect of any such powers.

Section 6.08 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds, or now or hereafter existing at law or in equity or by statute. No delay or omission 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 acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6.09 Limitation on Suits. All rights of action in respect of this Indenture shall be exercised only by the Trustee, and no Owner of any Bond secured hereunder shall have any right to institute any suit, action or proceeding at law or in equity for the appointment of a receiver or for any other remedy hereunder or by reason hereof, unless and until the Trustee shall have received written request of the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding and shall have been furnished reasonable indemnity and shall have refused or neglected for ten (10) days thereafter to institute such suit, action or proceedings. The making of such request and the furnishing of such

indemnity shall in each and every case be conditions precedent to the execution and enforcement by any Owner of any Bond of the powers and remedies given to the Trustee hereunder and to the institution and maintenance by any such Owner of any action or cause of action for the appointment of a receiver or for any other remedy hereunder, but the Trustee may, in its discretion, and when duly requested in writing by the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding and when furnished indemnity satisfactory to protect it against expenses, charges and liability shall, forthwith, take such appropriate action by judicial proceedings or otherwise in respect of any existing default on the part of the Authority as the Trustee may deem expedient in the interest of the Owners of the Bonds.

Nothing contained in this Article, however, shall affect or impair the right of any Owner, which shall be absolute and unconditional, to enforce the payment of the Principal Installments and interest on the Bonds of such Owner, but only out of the moneys for such payment as herein provided, or the obligation of the Authority, which shall also be absolute and unconditional, to make payment of the Principal Installments and interest on the Bonds issued hereunder, but only out of the funds provided herein for such payment, to the respective Owners thereof at the time and place stated in said Bonds.

Section 6.10 Right of Owners of the Bonds to Direct Proceedings. Notwithstanding any provision of this Indenture to the contrary, the Owners of more than fifty percent (50%) in aggregate principal amount of the Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture or for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee or any other proceedings hereunder; provided, however, that such direction shall not be contrary to law or the provisions of this Indenture, and the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith shall determine that the proceeding so directed would involve it in personal liability or would be unjustly prejudicial to the Owners of the Bonds not consenting.

Section 6.11 Restoration of Rights and Remedies. If the Trustee or any Owner of a Bond has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Owner of a Bond, then and in every such case the Authority, the Trustee and the Owners of the Bonds shall, subject to any determination in such proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of the Trustee and the Owners of the Bonds shall continue as though no such proceeding had been instituted.

Section 6.12 Waiver of Stay or Extension Laws. To the extent that it may lawfully do so, the Authority covenants that it will not at any time insist upon, plead or in any manner whatsoever claim or take the benefit or advantage of any stay or extension law whenever or wherever enacted, which may affect the covenants or the performance of this Indenture. The Authority also covenants that it will not otherwise hinder, delay or impede the execution of any power herein granted to the Trustee.

Section 6.13 Delay or Omission Not Waiver. No delay or omission of the Trustee or of any Owner of any Bond to exercise any right or remedy accruing upon any Event of Default hereunder shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the Owners may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Owners of the Bonds, as the case may be.

[END OF ARTICLE VI]

ARTICLE VII

DISCHARGE

Section 7.01 Discharge by Payment. When all Bonds have been paid in full as to principal and as to interest and premium, if any, or when all Bonds have become due and payable, whether at maturity or by prior redemption or otherwise, and the Authority shall have provided for the payment of the whole amount due or to become due on all Bonds then outstanding, including all interest which has accrued thereon or which may accrue to the date of maturity or redemption by depositing with the Trustee or the Paying Agent/Registrar, for payment of such outstanding Bonds and the interest thereon and any premium which may be due thereon, the entire amount due or to become due thereon, or amounts and investments sufficient to provide for such payment as provided in the Bond Resolutions, and the Authority shall also have paid or caused to be paid all sums payable hereunder by the Authority, including the compensation due or to become due the Trustee, then the Trustee shall, upon receipt of a letter of instructions from the Authority requesting the same, discharge and release the lien of this Indenture and execute and deliver to the Authority such releases or other instruments as shall be required to release the lien hereof.

Section 7.02 Discharge by Deposit. The Authority may discharge its obligation to the Owners of any or all of the Bonds to pay principal, interest and redemption premium (if any) thereon in any manner then permitted by law, including, but not limited to, by depositing with any paying agent for such Bonds either: (i) cash in an amount equal to the principal amount and redemption premium, if any, of such Bonds plus interest thereon to the date of maturity or redemption, or (ii) pursuant to an escrow or trust agreement, cash and/or Investments in principal amounts and maturities and bearing interest at rates sufficient (in the opinion of an independent certified public accountant) to provide for the timely payment of the principal amount and redemption premium, if any, of such Bonds plus interest thereon to the date of maturity or redemption; provided, however, that if any of the Bonds are to be redeemed prior to their respective dates of maturity, provision shall have been made for giving notice of redemption as provided in the Bond Resolution authorizing such Bonds. Upon such deposit, such Bonds shall no longer be regarded to be Outstanding or unpaid.

For the purpose of this Section 7.02, "Investments" shall mean:

(a) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States;

(b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Authority authorizes the discharge by deposit of any or all of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; and

(c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been defeased and that, on the date the Authority

authorizes the discharge by deposit of any or all of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm of not less than AAA or its equivalent.

[END OF ARTICLE VII]

ARTICLE VIII

THE TRUSTEE

Section 8.01 Acceptance of Trusts. The Trustee, for itself and its successors, hereby accepts the trusts under this Indenture, but only upon the following terms and conditions set forth in this Article.

(a) Notwithstanding any provision of the Indenture to the contrary, prior to an Event of Default hereunder, and after the curing of any such Event of Default, the Trustee shall not be liable for the performance of any duties, except such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee. In case of an Event of Default which has not been cured, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise thereof as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

(b) In the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely upon the truth, completeness and accuracy of the letters of instruction, statements, certificates, opinions, certified resolutions and other certified showings conforming to the requirements of this Indenture.

(c) The Trustee may execute any of the trusts or powers hereof and perform any duties required of it, by or through attorneys or agents selected by it with reasonable care, and shall be entitled to, and shall be protected in relying upon, advice of counsel concerning all matters of trust hereof and its duties hereunder, and may in all cases pay such reasonable compensation as it shall deem proper to all such attorneys and agents as may reasonably be required and employed in connection with the trusts hereof, and the Trustee shall not be responsible for the acts or negligence of such attorneys, agents or counsel, if selected with reasonable care.

(d) The Trustee shall not be responsible for any recitals herein, in the Bond Resolutions or in the Bonds. The Trustee may require of the Authority full information and advice as to the performance of the covenants, conditions and agreements contained in this Indenture. The recitals and statements of fact and warranties contained in this Indenture, the Bond Resolutions and in the Bonds shall be taken as statements by the Authority and shall not be considered as made by or as imposing any obligation or liability upon the Trustee.

(e) Except as otherwise provided in this Indenture, the Trustee shall not be bound to recognize any person as an Owner of any Bond or to take action at such person's request, unless such person's name appears as the Registered Owner of such Bond in the Register.

(f) Except as otherwise expressly provided or fairly implied by the provisions of this Indenture, the Trustee shall not be obligated and may not be required to give or furnish any notice, demand, report, request, reply, statement, advice or opinion to any Owner of any Bond or to the Authority or any other person, and the Trustee shall not incur any liability for its failure or

refusal to give or furnish same unless obligated or required to do so by express provision or by fair implication of the provisions hereof.

(g) Nothing herein contained shall relieve the Trustee from liability for its own negligent action or failure to act or its own willful misconduct, except that the Trustee shall not incur any liability (i) for any error of judgment made in good faith by a responsible officer or responsible officers thereof, unless it shall be proved that it was negligent in ascertaining the pertinent facts, or (ii) in respect of any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of the percentage of the Bonds specified herein relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred upon the Trustee under this Indenture.

(h) None of the provisions contained in this Indenture shall require the Trustee to advance, expend or risk its own funds or to otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or liability is not reasonably assured to it by the security afforded to it by the terms of this Indenture.

(i) The Trustee shall have no responsibility with respect to any information in any offering memorandum or other disclosure material distributed with respect to the Bonds, and the Trustee shall have no responsibility for compliance with securities laws in connection with the issuance and sale of the Bonds.

(j) In the event the Trustee shall receive inconsistent or conflicting requests and indemnity from two or more groups of Owners, each representing less than a majority of the aggregate principal amount of the Bonds then Outstanding, the Trustee, in its sole discretion, may determine what action, if any, shall be taken.

(k) Except as otherwise especially provided by the provisions of this Indenture, the Trustee shall not be obligated and may not be required to give or furnish any notice, demand, report, request, reply, statement, advice or opinion to any Owner of any Bond or to the Authority or any other person, and the Trustee shall not incur any liability for its failure or refusal to give or furnish same unless obligated or required to do so by express provisions hereof.

(l) The Trustee shall not be required to give any bond or surety with respect to the performance of its duties or the exercise of its powers under this Indenture.

(m) Notwithstanding anything to the contrary contained herein, the Trustee shall not be responsible for any initial filings of any financing statements or the information contained therein (including the exhibits thereto), the perfection of any such security interests, or the accuracy or sufficiency of any description of collateral in such initial filings or for filing any modifications or amendments to the initial filings required by any amendments to Article 9 of the Uniform Commercial Code. In addition, unless the Trustee shall have been notified in writing by the Authority that any such initial filing or description of collateral was or has become defective, the Trustee shall be fully protected in (i) conclusively relying on such initial filing and descriptions in filing any financing or continuation statements or modifications thereto pursuant to this Section and (ii) filing any continuation statements in the same filing offices as the initial

filings were made. The Trustee shall cause to be filed a continuation statement with respect to each Uniform Commercial Code financing statement relating to the Bonds which was filed at the time of the issuance thereof, in such manner and in such places as the initial filings were made, provided that a copy of the filed original financing statement is timely delivered to the Trustee. The Authority shall be responsible for the reasonable costs and expenses (including reasonable attorney's fees, costs and expenses, if any) incurred by the Trustee in the preparation and filing of all continuation statements hereunder.

(n) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty.

(o) Before taking any action under this Indenture relating to an Event of Default or in connection with its duties under this Indenture other than making payments of principal and interest on the Bonds as they become due or causing an acceleration of the Bonds whenever required by the Indenture, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all costs and expenses (including reasonable attorney's fees, costs and expenses) to which it may be put and to fully protect it against all liability, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or ordinance related to the protection of the environment or hazardous substances and except liability which is adjudicated to have resulted from its gross negligence or willful misconduct in connection with any action so taken.

(p) Notwithstanding the effective date of this Indenture or anything to the contrary in this Indenture, the Trustee shall have no liability or responsibility for any act or event relating to this Indenture which occurs prior to the date the Trustee formally executes this Indenture and commences acting as Trustee hereunder.

(q) The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligation under this Indenture arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

(r) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by the Authority by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the Authority shall provide to the Trustee an incumbency certificate listing designated persons with the authority to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Authority elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written

instruction. The Authority agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties."

Section 8.02 Reliance by Trustee. To the extent not prohibited by this Article, the Trustee may conclusively rely, and shall be fully protected in acting upon, any letters of instruction, statements, certificates, certified resolutions, opinions, notices, consents, orders, appraisals, reports, policies, bonds or other papers or documents believed by it to be genuine and to have been signed or presented to it by the proper person or persons, and the Trustee may consult with counsel and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustee hereunder in good faith and in conformity with the opinion of such counsel. Notwithstanding the foregoing, upon receipt by the Trustee of documents furnished to it by the Authority which are specifically required to be delivered under this Indenture, the Trustee shall examine the same to determine whether they conform to the requirements of this Indenture, however, the Trustee shall have no obligation to analyze the same or evaluate their substance.

Section 8.03 Certificate of the Authority as Proof. Whenever in the administration of the trusts of this Indenture, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, then, in the absence of bad faith on the part of the Trustee, and unless other evidence in respect thereof be herein specifically prescribed, and unless an Event of Default hereunder, to the knowledge of the Trustee, shall have occurred and be continuing, such matter may be deemed to be conclusively proved and established by a certificate of the Authority, executed by the Chairman of the Authority and delivered to the Trustee, and such certificate shall be full warranty to the Trustee for any action taken or suffered by it under the provisions of this Indenture in reliance thereon.

Section 8.04 Trustee May Own Bonds. The Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds or other certificates or evidences of ownership or pledge thereof issued hereunder, with the same rights it would have if it were not the Trustee.

Section 8.05 Compensation of Trustee. The Authority shall pay to the Trustee all reasonable fees, charges and expenses of the Trustee (including the reasonable fees, charges and expenses of its agents and counsel) for the administration and execution of the trusts hereby created and the performance of its powers and duties hereunder, including the ordinary and extraordinary services performed by the Trustee under this Indenture. Whenever the Trustee incurs expenses or renders services in connection with any bankruptcy or insolvency proceeding, such expenses (including the fees and expenses of its counsel) and the compensation of such services are intended to constitute expenses of administration under any bankruptcy or insolvency law or law relating to creditors' rights generally.

Section 8.06 Removal of Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing, signed by the Owners of a majority in principal amount of the Bonds then Outstanding and delivered to the Trustee, with notice thereof given to the Authority.

Section 8.07 Resignation of Trustee. The Trustee may at any time resign and be discharged from the trusts hereby created by giving written notice to the Authority and by providing written notice to the Owners of its intended resignation at least sixty (60) days in advance thereof. Such notice shall specify the date on which such resignation shall take effect and shall be sent by first class mail, postage prepaid to each Registered Owner of Bonds. Resignation by the Trustee shall not take effect unless and until a successor to such Trustee shall have been appointed as hereinafter provided.

Section 8.08 Appointment of Successor Trustee. In case the Trustee hereunder shall resign, or shall be removed or dissolved, or shall be in the course of dissolution or liquidation, or shall otherwise become incapable of acting hereunder, or in case the Trustee shall be taken under control of any public officer or officers or a receiver appointed by a court, a successor may be appointed by the Owners of a majority in principal amount of the Bonds then Outstanding, by an instrument or concurrent instruments in writing, signed by such Owners or their duly authorized representatives and delivered to the Trustee, with notice thereof given to the Authority; provided, however, that in any of the events above mentioned, the Authority may nevertheless appoint a temporary Trustee to fill such vacancy until a successor shall be appointed by the Owners in the manner above provided, and any such temporary Trustee so appointed by the Authority shall immediately and without further act be automatically succeeded by the successor to the Trustee appointed by the Owners. The Authority shall provide written notice to the Owners of the appointment of any successor Trustee, whether temporary or permanent, in the manner provided in the preceding Section of this Indenture for providing notice of the resignation of the Trustee. Any successor Trustee or temporary Trustee shall be a trust company or bank in good standing located in or incorporated under the laws of the State of Texas duly authorized to exercise trust powers and subject to examination by federal or state authority, having a reported capital and surplus of not less than $100,000,000.

In the event that no appointment of a successor Trustee is made by the Owners or by the Authority pursuant to the foregoing provisions of this Section at the time a vacancy in the office of the Trustee shall have occurred, the Owner of any Bond issued hereunder or the retiring Trustee may apply to any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice as it shall deem proper, if any, appoint a successor Trustee.

Section 8.09 Powers of Successor Trustee. Each successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the Authority, an instrument in writing accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor, but such predecessor Trustee shall, nevertheless, on the written request of the Authority, execute and deliver an instrument acceptable to the predecessor Trustee transferring to such successor Trustee all the estates, properties, rights, powers, trusts, duties and obligations of such predecessor hereunder. Each predecessor Trustee shall promptly deliver all properties, securities and moneys held by it to its successor; provided, however, that before any such delivery is required or made, all proper fees, advances and expenses of the predecessor Trustee shall be paid in full. Should any deed, conveyance or instrument in writing be required from the Authority by any successor Trustee for properties, rights, powers, trusts, duties and obligations hereby vested

or intended to be vested in the predecessor Trustee, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority. The resignation of any Trustee, appointing a successor Trustee hereunder, together with all deeds, conveyances and other instruments provided for in this Article shall, at the expense of the Authority, be properly filed or recorded and a copy thereof shall be filed with such successor Trustee, together with a statement showing such filing or recordation.

Section 8.10 Merger, Conversion or Consolidation of Trustee. Notwithstanding any provision hereof to the contrary, any corporation or association into which the Trustee may be merged or converted, or with which it may be consolidated, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee, or any corporation or association resulting from any merger, conversion or consolidation to which the Trustee shall be a party, shall be the successor Trustee under this Indenture without the execution or filing of any instrument or any other act on the part of any of the parties hereto.

Section 8.11 Funds Transfer. If any payment is to be made by the Trustee to the Authority or its designee by funds transfer, the Authority agrees to enter into an agreement concerning funds transfer instructions in a form to be provided by the Trustee. Until the Authority executes such an agreement, the Trustee shall not be required to make any payment under the Indenture to the Authority or its designee by funds transfer.

[END OF ARTICLE VIII]

ARTICLE IX

MODIFICATION OF INDENTURE

Section 9.01 Supplemental Indentures Not Requiring Consent of Owners of the Bonds. The Authority and the Trustee may, without the consent of the Owners of any of the Bonds, enter into one or more supplemental indentures, which shall form a part hereof, for any one or more of the following purposes:

(a) to cure any ambiguity, inconsistency or formal defect or omission in this Indenture;

(b) to grant to or confer upon the Trustee for the benefit of the Owners of the Bonds any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners of the Bonds or the Trustee or either of them;

(c) to subject to the lien of this Indenture additional revenues, properties or collateral;

(d) to modify, amend or supplement this Indenture or any supplemental indenture in such manner as to provide further assurances that (i) interest on the Bonds issued as tax-exempt bonds will, to the greatest extent legally possible, be excludable from gross income for federal income tax purposes or (ii) the Bonds issued as taxable will continue to be taxable;

(e) to obtain bond insurance for any Bonds;

(f) to provide for one or more Reserve Fund Surety Policies; and

(g) to permit the assumption of the Authority's obligations hereunder by any other entity that may become the legal successor to the Authority;

provided, however, that no provision in such supplemental indenture shall be inconsistent with this Indenture or shall impair in any manner the rights of the Owners of the Bonds.

Section 9.02 Supplemental Indentures Requiring Consent of Owners of the Bonds. Except as otherwise provided in the preceding Section, any modification, change or amendment of this Indenture may be made only by a supplemental indenture adopted and executed by the Authority and the Trustee with the consent of the Owners of not less than the separate majorities of both the aggregate principal amount of the Senior Lien Bonds then Outstanding unless it is determined that such modification, change or amendment affects only the Senior Lien Bonds in which case it would only require the consent of the owners of not less than a majority of the aggregate principal amount of the Bonds so affected.

Notwithstanding the preceding paragraph of this Section, no modification, change or amendment to this Indenture shall, without the consent of the Owner of each Bond so affected, extend the time of payment of the Principal Installments or interest thereon, or reduce the Principal Installments or premium, if any, thereon, or the rate of interest thereon, or make the Principal Installments or interest thereon payable in any coin or currency other than that hereinbefore provided, or deprive such Owner of the lien hereof on the revenues pledged

hereunder. Moreover, without the consent of the Owner of each Bond then Outstanding, no modification, change or amendment to this Indenture shall permit the creation of any lien on the revenues pledged hereunder equal or prior to the lien hereof, or reduce the aggregate principal amount of Bonds, the Owners of which are required to approve any such modification, change or amendment of this Indenture.

Section 9.03 Consents. Consents required pursuant to this Article shall be valid only if given following the giving of notice by or on behalf of the Authority requesting such consent, setting forth the substance of the supplemental indenture in respect of which such consent is sought and stating that copies thereof are available at the office of the Trustee for inspection, to the Owners of Senior Lien Bonds whose consent is required in accordance with the provisions of this Article. Such notice shall be given by sending such notice by first-class mail, postage prepaid, to the registered Owners of such Bonds. Any consent or other action by an Owner of any Bond in accordance with this Article shall bind every future owner of the same Bond and the Owner of any Bond issued in exchange therefor or in lieu thereof.

[END OF ARTICLE IX]

ARTICLE X

DEFEASANCE

Section 10.01 Defeasance.

The Authority reserves the right to discharge and defease its obligations with respect to any Bonds in any manner now or hereafter permitted by the laws of the State.

Without limiting the provisions of subsection (a), the Authority may discharge its obligation to the Owners of any or all of the Bonds to pay the principal of and interest on, and redemption premium (if any) thereon:

(i) by depositing with the applicable paying agent/registrar for such Bonds cash in an amount equal to the principal amount of and interest on, the Maturity Amount and redemption premium, if any, on such Bonds plus interest thereon to the date of maturity or redemption, or

(ii) by depositing either with the applicable paying agent/registrar for such Obligations or with any entity qualifying to receive such funds under Chapter 1207, Texas Government Code, as amended (or its successor), pursuant to an escrow or trust agreement, cash and/or any obligation authorized under State law to be deposited for the payment or redemption of the such Bonds, in principal amounts and maturities and bearing interest at rates sufficient, based upon a verification report of an independent nationally recognized certified public accountant, to provide for the timely payment of the principal amount of or the Maturity Amount and redemption premium, if any, of such Bonds plus interest thereon to the date of maturity or redemption.

Upon a deposit in accordance with paragraph (i) or (ii) above and obtaining a defeasance opinion from nationally recognized bond counsel, such Bonds shall no longer be regarded as being Outstanding or unpaid.

In case any Bonds are to be redeemed on any date prior to their maturity, the Authority shall give to the applicable paying agent/registrar instructions to give notice of redemption of said Obligations to be so redeemed in the manner required in the Supplemental Resolution or Supplemental Resolutions authorizing such Obligations. For any Bonds not to be redeemed or paid in full within the next succeeding sixty (60) days from the date of deposit provided for in this Section 10.01, the Authority shall give the applicable paying agent/registrar, in form satisfactory to it, irrevocable instructions to mail, by certified mail, a notice to the Registered Owner of each such Obligation that the deposit required by this Section has been made and that said Obligations are deemed paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal amount and redemption premium (if any) on such Obligations plus interest thereon to the date of maturity or redemption. Any failure, error or delay in giving such notice shall not affect the defeasance of such Obligations.

ARTICLE XI

GENERAL PROVISIONS

Section 11.01 Proof of Execution of Writings and Ownership. Any instrument provided in this Indenture to be signed or executed by the Owners of all or any portion of the Bonds may be in any number of writings of similar tenor and may be signed or executed by such Owners in person or by their duly authorized representatives. Proof of the execution of any such instrument, or of the writing appointing any such agent, or of the ownership of any Bond, shall be sufficient for any of the purposes of this Indenture and shall be conclusive in favor of the Authority and the Trustee with respect to any actions taken by either under such instruments if:

(a) the fact and date of the execution by any person of any such instrument is proved by (i) a certificate of any officer of any jurisdiction who by law has power to take acknowledgments of deeds within such jurisdiction, to the effect that the person signing such instrument acknowledged before him the execution thereof, or (ii) an affidavit of a witness of such execution; and

(b) the ownership of any Bond registered as to both principal and interest is proved by the registration books kept by the Paying Agent/Registrar.

Section 11.02 Benefits of Indenture. The covenants, stipulations and agreements contained in this Indenture are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and the Owners of the Bonds, and nothing in this Indenture expressed or implied shall be construed to confer upon or give to any other person any right, remedy or claim under or by reason of this Indenture.

Section 11.03 No Individual Liability. No covenant or agreement contained in the Bonds 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 any officer, agent, employee or representative of the Authority in his individual capacity, and neither the officers, agents, employees or representatives of the Authority nor any person executing the Bonds 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 constitution, 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, the adoption of the Bond Resolutions and the issuance of the Bonds.

Section 11.04 Notice. Any notice, demand, direction, request, or other instrument authorized or required by this Indenture to be given to or filed with the Trustee or the Authority shall be deemed to be effective for all purposes of this Indenture if and when sent by (i) personal delivery, to the persons designated below at the address designated below, (ii) registered or certified mail, postage prepaid, to the address specified below or (iii) facsimile transmission to the number specified below with confirmation of receipt by telephone, or to such other person, at such other address or to such other number as may be designated in writing by the parties:

Trustee: [ ]

Authority: Hidalgo County Regional Mobility Authority
510 S. Pleasantview Drive
Weslaco, Texas 78596
Telephone: 956.969.5822
Facsimile: 956.969.5821

Section 11.05 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 without regard to conflict of law principles.

Section 11.06 Severability. If any provision of this Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired. In case any covenant, stipulation, obligation or agreement contained in the Bonds, the Bond Resolutions or in this Indenture shall for any reason be held to be usurious or in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Authority to the full extent permitted by law.

Section 11.07 Successors and Assigns. This Agreement shall be binding upon the Authority and the Trustee and their successors and assigns.

Section 11.08 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.

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:

By:_____
Secretary, Board of Directors

[_____]

By:_____
Name:_____
Title:_____

ATTEST:

By:_____
Name:_____
Title:_____

(SEAL)

PRICING CERTIFICATE

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
VEHICLE REGISTRATION FEE

SENIOR LIEN VEHICLE REGISTRATION FEE
REVENUE AND REFUNDING BONDS
SERIES 2013
(the "Bonds")

THIS PRICING CERTIFICATE is executed as of August [20], 2013 by the members of the Pricing Committee (as defined in the Resolution) pursuant to the authorization contained in those certain Bond Resolution of the Hidalgo County Regional Mobility Authority (the "Authority"), adopted on July 24, 2013 (the "Resolution"), authorizing the issuance of the Bonds (collectively, the "Bonds"), and delegating to the undersigned the authority to agree to, stipulate and determine certain terms and provisions thereof, all of which are set forth herein.

Capitalized terms used in this Pricing Certificate shall have the meanings assigned to them in the Resolution and that certain Indenture of Trust, dated August 1, 2013, by and between the Authority and [_____], as trustee (the "Indenture").

Bonds

1. Principal Amount, Numbers, Interest Rates and Maturities. The Bonds shall be issued in the total authorized principal amount of $[ ].

   $[ ] [ ]% Term Bonds due [ ], 20[ ] – Yield [ ]%

2. Optional Redemption:

   The Bonds maturing from September 1, 20[ ] to September 1, 20[ ] are subject to optional redemption, in whole or in part from time to time, in integral multiples of $5,000, on September 1, 20[ ], or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption.

3. Mandatory Redemption.

   (a) The Term Bond maturing in the year 20[ ] will be issued as a term bond and shall be subject to mandatory redemption at a redemption price equal to par plus accrued interest on the principal amounts for redemption to the date fixed for redemption as described below.

Term Bond maturing September 1, 20[ ]

Mandatory Redemption Date (September 1)	Principal Amount

5. Purchase Price. It is hereby found and declared that the sale of the Bonds pursuant to the Bond Purchase Agreement at the price described below is on the best terms and at the best prices reasonably obtained by the Authority.

PRINCIPAL AMOUNT	$
Plus Net Premium	
Less Underwriter's Discount	
PURCHASE PRICE	$

6. Form of Bond. Pursuant to Section 3.3 of the Resolution, the Form of Bond set forth in Exhibit A hereto is hereby approved.

7. Debt Service Reserve Fund. Pursuant to Section [7.2] of the Resolution and in compliance with the provisions of the Indenture, proceeds from the Bonds in the amount of $[ ] are deposited into the Series 2013 Debt Service Reserve Account.

8. Pursuant to Section 3.4 of the Resolution, we hereby further find and determine that:

   (a) the Senior Lien Bonds, separately, have true interest costs of not greater than [8.00]% per annum;

   (b) none of the Bonds bear interest at a rate greater than the maximum lawful rate of interest allowed by Chapter 1204, Texas Government Code, as amended; and

   (c) the aggregate principal amount of the Bonds equal an amount sufficient to fund the Project Costs.

   (d) [the Authority [has/will purchase(d) a bond insurance policy or Reserve Fund Surety Policy because such policy would result in a net interest rate savings to the Authority which is greater than the costs of the premium of such policy].

10. The undersigned hereby find, determine and declare, that in accordance with the requirements of the Resolution, this Pricing Certificate complies with and satisfies the terms and provisions of the Resolution in accordance with the delegation contained therein.

WITNESS OUR HANDS this August ___, 2013.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

_____

_____

EXHIBIT A TO PRICING CERTIFICATE

FORM OF BOND

#3949858

Exhibit A
to the
Pricing Certificate

FORM OF BOND

(a) The Bonds shall be issued in substantially the following forms, with such omissions, insertions and variations as may be permitted or required pursuant to the terms of the Resolution and the Pricing Certificate:

REGISTERED
NUMBER R-_____

REGISTERED
PRINCIPAL AMOUNT
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
SENIOR LIEN VEHICLE REGISTRATION FEE
REVENUE AND REFUNDING BONDS, SERIES 2013*

INTEREST RATE:	STATED MATURITY DATE:	ISSUANCE DATE	CUSIP NO:
_____	_____	_____	_____

Registered Owner:

Paying Agent/Registrar: [_____]

The Hidalgo County Regional Mobility Authority (the "Authority"), a body politic and corporate and political subdivision of the State of Texas organized under Chapter 370, Texas Transportation Code, as amended, for value received, promises to pay to the Registered Owner (identified above), or registered assigns, on the Stated Maturity Date specified above, the principal sum of

_____ DOLLARS

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest thereon from the Issuance Date at the per annum Interest Rate specified above and on the dates set forth herein. Each capitalized term not defined herein shall have the meaning ascribed to such term in the Resolution (defined below) or the Indenture of Trust between the Authority and the Trustee dated August 1, 2013 (the "Indenture").

* Insert Series or Subseries designation, as applicable.

The principal and the redemption price of this Bond is payable without exchange or collection charges upon surrender to the Paying Agent/Registrar identified above (or any successor thereto, the "Paying Agent/Registrar"). The interest on this Bond shall be paid semi-annually on each September 1 and March 1, beginning March 1, 2014, (each such day of payment, an "Interest Payment Date") by check mailed to the person in whose name this Bond is registered (the "Bond Owner" or as to Bonds collectively, the "Bond Owners") at the close of business of the "Record Date," which shall be the 15th day of the month immediately preceding the Interest Payment Date, in the bond register maintained by the Paying Agent/Registrar, at the address shown in the bond register (the "Record Address") or at such other address as is furnished in writing by the Bond Owner to the Paying Agent/Registrar. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a "Special Record Date." The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the Authority. Such Special Record Date shall be fifteen days prior to the date fixed for payment of such past due interest (the "Special Payment Date"), and notice of the Special Payment Date shall be sent by United States mail, first class, postage prepaid, not later than five days prior to the Special Payment Date, to each Bond Owner of record of an affected Bond on the special Record Date.

This bond is one of a series of fully registered bonds (the "Bonds" or, as to any of the Bonds individually, a "Bond") issued under the authority of Chapters 370 and 502, Texas Transportation Code (collectively, the "Authorizing Law"), as amended, in the initial aggregate principal amount of $_____.

The Bonds have been issued pursuant to a certain resolution of the Authority (together with any amendments, the "Resolution") for the purpose of (i) paying the Project Costs, (ii) establishing a Debt Service Reserve Fund, (iii) paying Costs of Issuance, all under and pursuant to the Authorizing Law and all other applicable law, and (iv) refunding, defeasing and cancelling the Line of Credit. The Bonds are issued as current interest bonds which pay accrued interest at stated intervals to the Bond Owners. The Bonds are issued in denominations of $5,000 or any integral multiple thereof ("Authorized Denominations"), dated September 1, 2013 (the "Dated Date") and numbered consecutively from one upward or as otherwise determined by the Paying Agent/Registrar.

Any Bond Owner may arrange with the Paying Agent/Registrar for payment, at such Bond Owner's risk and expense, in a different manner that is mutually acceptable. Payment will be made in lawful money of the United States of America.

The Resolution authorizes the Bonds to be administered under a book-entry system (any such Bonds, "Book-Entry Bonds"). Payments on any Book-Entry Bond shall be made in accordance with the book-entry arrangements authorized by the Authority.

Any time payment is due on the Bonds on a day that is not a "Business Day" (as defined in the Indenture), such payment may be made on the first Business Day occurring after such due day (without any interest accruing on such payment from such day). Any unpaid interest on the Bonds shall be due and be paid at maturity.

Interest on the Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. Interest on any overdue payment on any Bond, to the extent permitted by law, shall accrue at the interest rate borne by such Bond.

The Bonds shall mature on September 1 of the years and in the principal amounts and bear interest at the per annum rates as follows:

Year	Principal Amount($)	Interest Rate (%)	Year	Principal Amount ($)	Interest Rate (%)
20__[1]					
20__[2]					
20__[2]					
20__[3]					

THE BONDS MAY BE REDEEMED IN PART ONLY IN AUTHORIZED DENOMINATIONS. Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar shall authenticate and deliver for exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

THE BONDS MAY BE CONDITIONALLY REDEEMED. The Authority reserves the right to give notice of its election or direction to redeem the Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, 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 the Authority to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Bond Owner. If the Bonds (or a portion thereof) are subject to conditional redemption and redemption has been rescinded, the Bonds (or the corresponding portion thereof) shall remain Outstanding.

IF LESS THAN ALL BONDS OF A STATED MATURITY are called for redemption, the Bonds to be called for redemption within such Stated Maturity shall be selected by lot or other customary random method selected by the Paying Agent/Registrar.

UNLESS WAIVED BY THE OWNER, NOTICE OF ANY REDEMPTION shall be given at least thirty (30) days prior to the date fixed for redemption by first class mail, addressed to the Registered Owners of each Bond to be redeemed in whole or in part at the address shown on the books of registration kept by the Paying Agent/Registrar at the close of business on the Business Day next preceding the date of mailing. Such notice shall state the redemption date, the redemption price, the place at which such

[1] THE BONDS maturing in the years _____ and _____ are not subject to redemption prior to maturity.

[2] THE BONDS maturing in the years _____ and _____, are subject to redemption prior to maturity at the option of the Authority, in whole or in part in Authorized Denominations, in such manner as the Authority may select, on [_____] or on the date fixed for redemption, at a price equal to par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If less than all of the Bonds are to be redeemed, the Authority shall determine the amounts and maturities thereof to be redeemed.

Bonds are to be surrendered for payment and, if less than all the Bonds outstanding are to be redeemed, the numbers of the Bonds or portions thereof to be redeemed. So long as the Bonds remain Book-Entry Bonds, the Authority shall only be required to mail such notice of redemption to the Securities Depository (or its nominee).

NOTICE OF REDEMPTION HAVING BEEN GIVEN as provided above will be conclusively presumed to have been duly given, whether or not the Bond Owner receives such notice by the date fixed for redemption, and due provisions shall be made with the Paying Agent/Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed. When Bonds have been called for redemption, in whole or in part, and notice of redemption has been given as herein provided, unless the Authority defaults in the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding, except for the purpose of receiving payment solely from the funds so provided for redemption, and interest that would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

THIS BOND IS TRANSFERABLE by the Bond Owner, in person or by attorney duly authorized in writing, upon presentation and surrender of this Bond for transfer to the Paying Agent/Registrar and payment of the charges and subject to the conditions provided in the Resolution. Upon such a transfer, a new Bond or Bonds in the same aggregate principal amount, tenor and interest rate will be issued to the designated transferee. Notwithstanding any notice to the contrary, the Paying Agent/Registrar or any transfer agent may deem the transferee for all purposes to be the absolute owner of a transferred Bond. This Bond may be exchanged for Bonds of like tenor and aggregate principal amounts in authorized denominations upon payment of the charges and subject to the conditions provided in the Resolution. The Paying Agent/Registrar will not be required to transfer or exchange any Bond:

(1) between a Record Date and the related Interest Payment Date;

(2) during the 30-day period preceding the maturity date of such Bond; or

(3) which has been selected for redemption in whole or in part.

For so long as this Bond is a Book-Entry Bond, the Securities Depository (or its nominee) shall be treated as the Bond Owner for purposes of the Resolution and any transfer, exchange or replacement of this Bond shall occur on the books and records of such Securities Depository. Further, and so long as this Bond is a Book-Entry Bond, the Authority or any separate Paying Agent/Registrar shall give all notices to the Bond Owner required by the Resolution by mail to the Securities Depository only and not to any other Person.

A surrender of this Bond to the Paying Agent/Registrar shall be made at the Paying Agent/Registrar's principal corporate trust office located in the city specified above in this Bond or, if the Authority is the Paying Agent/Registrar, at its principal business office located in Austin, Texas.

Reference is made to the Resolution, a copy of which is on file with the Authority, concerning the security for the Bonds, the respective rights and obligations of the Authority and the Bond Owners thereunder, and the other stipulations and covenants with respect to the Bonds. The Resolution may be amended upon compliance with the provisions thereof governing such amendment. By accepting this Bond, the Bond Owner hereof consents to the provisions of the Resolution.

Neither the officers, employees, or agents of the Authority nor any person executing the Bonds shall be subject to any personal liability because of the issuance thereof.

The Authority certifies that all conditions required to be satisfied for the lawful issuance of the Bonds have been satisfied. This Bond shall not be valid or be entitled to any benefit of the Resolution unless the Certificate of Authentication appearing hereon has been executed by the Paying Agent/Registrar.

IN WITNESS WHEREOF, the Authority has caused this Bond to be executed in its name by the manual or facsimile signature of the Chair of the Authority, countersigned manually or in facsimile by the Secretary, and the Authority has caused its seal or a facsimile thereof to be affixed to this Bond.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

_____
Chair

_____
Secretary

[SEAL]

(Form of Certificate of Authentication)

[The Certificate of Authentication shall be deleted from the Initial Bond if the Comptroller's Registration Certificate appears thereon.]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution and this Bond has been issued in exchange for or replacement of a Bond, Bonds, or portion of a Bond or Bonds of the above entitled and designated series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Date:_____

_____
[_____],
as Paying Agent/Registrar

_____
By: Authorized Signatory

* * *

(Form of Registration Certificate of the Comptroller)

[This Registration Certificate of the Comptroller shall be deleted from Bonds that are authenticated by the Paying Agent/Registrar.]

OFFICE OF THE COMPTROLLER		
OF PUBLIC ACCOUNTS	§	REGISTERED NO. _____
OF THE STATE OF TEXAS	§	

I hereby certify that there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has examined and found that this Bond has been issued in conformity with the Constitution and laws of the State of Texas and is a valid and binding general obligation of the State of Texas and that this Bond has been registered this day by me.

Witness my hand and seal of office this _____.

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

* * *

(Form of Assignment)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address, and zip code of transferee) _____ insert social security or other identifying number of transferee) _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the Books kept for registration thereof, with full power of substitution in the premises.

Date:_____

Signature guaranteed by:

Signature of Bond Owner:

NOTE: Signature must be guaranteed by a commercial bank or trust company or by a member firm of a registered national securities exchange.

NOTICE: The signature to this Assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or change whatsoever.

* * *

(b) The Initial Bonds shall be in substantially the form set forth in Paragraph (a) above of this Exhibit A, with the following alterations:

(1) the Initial Bond shall be numbered "[TR-1]";

(2) in the second-to-last paragraph of the Bond Form, delete "Certificate of Authentication appearing hereon has been executed by the Paying Agent/Registrar" and substitute therefor "registration certificate of the Comptroller of Public Accounts appearing hereon has been executed";

(3) a statement or legend as may be required under any Book-Entry System with respect to the Bonds;

(4) such other changes in the Bond Form as are necessary to effect the issuance of the Initial Bond and are approved by the Authority (which approval may be given on the Authority's behalf by the authorizing officers of the Authority executing the Initial Bond, which execution shall evidence such approval); and

(5) in the Initial Bond, the text immediately under the title of the Bond through the end of the first paragraph shall read as follows:

"INTEREST RATE: As Shown Below on page [3]

STATED MATURITY DATE: As Shown Below on page [3]

ISSUANCE DATE: _____

CUSIP NO.: . . . . . .

Registered Owner:

Paying Agent/Registrar: [_____]

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest thereon from the Issuance Date at the per annum Interest Rate specified above and on the dates set forth herein."

RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY SENIOR LIEN VEHICLE REGISTRATION FEE REVENUE AND REFUNDING BONDS IN AN AMOUNT NOT TO EXCEED [$70,000,000]; APPROVAL AND DESIGNATION OF A PRICING COMMITTEE TO DETERMINE THE INTEREST RATES, MATURITY DATES, FORM OF BONDS, REDEMPTION PROVISIONS AND OTHER MATTERS PERTAINING TO SUCH SERIES OF BONDS; APPROVING THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST AND OTHER TRANSACTION DOCUMENTS; APPROVING THE PROJECT AND PLEDGE AGREEMENT; RATIFYING THE DESIGNATION OF BOND COUNSEL AND APPROVING OTHER AGREEMENTS RELATED THERETO; MAKING OTHER FINDINGS AND PROVISIONS RELATING TO THE SUBJECT AND MATTERS INCIDENT THERETO

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RESOLUTION AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY SENIOR LIEN VEHICLE REGISTRATION FEE REVENUE AND REFUNDING BONDS IN AN AMOUNT NOT TO EXCEED [$70,000,000]; APPROVAL AND DESIGNATION OF A PRICING COMMITTEE TO DETERMINE THE INTEREST RATES, MATURITY DATES, FORM OF BONDS, REDEMPTION PROVISIONS AND OTHER MATTERS PERTAINING TO SUCH SERIES OF BONDS; APPROVING THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST AND OTHER TRANSACTION DOCUMENTS; APPROVING THE PROJECT AND PLEDGE AGREEMENT; RATIFYING THE DESIGNATION OF BOND COUNSEL AND APPROVING OTHER AGREEMENTS RELATED THERETO; MAKING OTHER FINDINGS AND PROVISIONS RELATING TO THE SUBJECT AND MATTERS INCIDENT THERETO

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY:

ARTICLE I

RECITALS

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

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

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

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

WHEREAS, it has been determined that such Projects will benefit the County and its residents through improved mobility, increased safety, enhanced economic development, and expansion of its tax base resulting in increased revenues to the County and the provision of services to residents; and

WHEREAS, the Authorizing Law requires that the County remit the Vehicle Registration Fee to the Authority to fund long-term transportation projects in the County (the "Project"); and

WHEREAS, the County has adopted and the Authority has adopted that certain Transportation Project and Pledge Agreement by and between the County and the Authority,

dated as of July 24, 2013, as amended (the "Agreement"), which pledges the Vehicle Registration Fees toward payment of the Bonds issued for the Projects; and

WHEREAS, Section 502.402, Texas Transportation Code, as amended, authorizes the County to remit the Vehicle Registration Fees to the Authority, and pursuant to the Agreement the Authority has agreed to use such Vehicle Registration Fees to first be used to pay the principal of, interest on and redemption requirements of the Bonds, the charges and expenses of paying agents, registrars and trustees utilized in connection with the issuance of the Bonds, and all amounts required to establish and maintain the funds to be established under this Indenture and the Resolution; and

WHEREAS, the Authority has authorized financing through a line of credit with First National Bank (the "Line of Credit Provider") in the aggregate principal amount not to exceed $15,000,000 secured by Vehicle Registration Fees (the "Line of Credit" or "Refunded Obligation"); and

WHEREAS, the Authority intends to issue Bonds with a maximum repayment term of no more than 40 years in one or more lawful forms, to refund, defease and cancel the Line of Credit and obtain financing necessary to develop the Project; and

WHEREAS, the Authority desires to approve the Project and Pledge Agreement between the County and the Authority (the "Pledge Agreement"), pursuant to which the County agrees to continue to impose, collect and remit the Vehicle Registration Fee for a period as long as the Bonds are Outstanding; and

WHEREAS, the Board of Directors of the Authority (the "Board") has determined that it is in the Authority's best interest to issue its Senior Lien Vehicle Registration Fee Revenue Bonds and Refunding Bonds (the "Bonds"), in one or more series, in the aggregate principal amount not to exceed [$70,000,000], for the purpose of financing the Project (defined herein) and secured by Pledged Revenues (inclusive of the Vehicle Registration Fee) through an Indenture of Trust (the "Indenture") by and between the Authority and [_____] as Trustee (the "Trustee"), dated as of August 1, 2013, all pursuant to the authority provided in Chapter 370, Texas Transportation Code, and Chapters 1201, 1202, 1204, 1207 and 1371, Texas Government Code, and upon the terms and conditions and for the purposes herein provided; and

WHEREAS, Chapter 1207, Texas Government Code authorizes the Authority to issue refunding bonds for the purpose of refunding the Line of Credit, and to accomplish such refunding by depositing directly with a paying agent for the Refunded Bonds (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds or securities, in an amount sufficient to provide for the payment or redemption of the Line of Credit, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Line of Credit.

WHEREAS, pursuant to Chapter 1207, Texas Government Code, as amended, and Chapter 1371, Texas Government Code, as amended, the Authority may delegate to the Authorized Representative the authority to execute and finalize certain terms in connection with

the issuance of the Bonds authorized by this Resolution, and the Authority desires to delegate to the Authorized Representative such authority as described herein; and

WHEREAS, to facilitate the issuance of the Bonds, the Authority shall appoint and delegate certain responsibilities to a Pricing Committee (defined herein), which shall determine the date, interest rates, interest payment dates, principal payment dates, redemption features, form of bonds, principal amount of each series of Bonds, series designation, the amount to mature each year, and other matters, all as further detailed herein; and

WHEREAS, the Authority is also authorizing the execution and delivery of that certain Indenture and such other documents necessary for the issuance of the Bonds; and

WHEREAS, the Board desires to issue the Bonds in accordance with the requirements of the Indenture and to authorize the execution and delivery of such certificates, agreements, instruction letters and other instruments as may be necessary or desirable in connection therewith;

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

ARTICLE II

DEFINITIONS AND INTERPRETATIONS

Section 2.1 Definitions. In this Resolution, the following terms shall have the following meanings, unless the context clearly indicates otherwise. Terms not defined herein shall have the meanings assigned to such terms in the Indenture:

"2013 Senior Lien Rebate Account" shall mean the account by that name established pursuant to Section 5.2 hereof and such subaccounts as may be established therein pursuant to a Letter of Instructions signed by an Authorized Officer.

"Annual Filing Date" shall mean the date not later than six months after the end of the Fiscal Year, commencing with the fiscal year ending 2013.

"Annual Financial Information" shall mean the financial information and operating data, including audited or unaudited Financial Statements, for the preceding Fiscal Year provided at least annually, of the type included in the Official Statement under the headings "Table 1 – Vehicle Registration and Vehicle Registration fee History," "Table 2 – Debt Service Requirements," "Table 3 – Pro Forma Debt Service Coverage," "Table 4 – Condensed Operating Statements of the Authority," "Table 5 – Current Investments" and in Appendix B of the Official Statement.

"Accounting Principles" shall mean the accounting principles described in the notes to the Financial Statements as such principles may be changed from time to time to comply with State laws or regulations.

"Blanket Letter of Representations" shall mean the Blanket Letter of Representations between the Authority, the Paying Agent/ Registrar and DTC.

"Board" shall mean the Board of Directors of the Authority.

"Bond(s)" shall mean one or more series of senior lien bonds issued by the Authority pursuant to the Indenture and authorized by this Resolution and the Pricing Certificate.

"Comptroller" shall mean the Comptroller of Public Accounts of the State of Texas.

"Dated Date" shall mean September 1, 2013.

"Depository" shall mean [_____] or any successor designated as such by the Authority.

"DTC" shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among such participants.

"EMMA" shall mean the Electronic Municipal Market Access website of the MSRB, with the web address www.emma.msrb.org.

"Financial Advisor" shall mean First Southwest Company and any successor firm thereto engaged by the Authority.

"Financial Statements" shall mean the audited annual financial statements of the Authority prepared by an independent auditor.

"Fiscal Year" shall mean the year beginning each January 1 and ending the following December 31.

"Initial Bond" shall mean the Initial Bond authorized by Section 3.3 and as approved in final form by the Pricing Certificate.

"Indenture" shall mean the Indenture of Trust, dated as of August 1, 2013, between the Authority and the Trustee.

"Issuance Date" shall mean the date on which each Bond is authenticated by the Paying Agent/Registrar and delivered to and paid for by the Underwriters.

"Interest Payment Date" shall have the meaning as set forth in the Indenture and as further described in the Resolution and the Pricing Certificate.

"Line of Credit" shall mean the Authority's line of credit with the Line of Credit Provider in the aggregate principal amount not to exceed $15,000,000 secured by Vehicle Registration Fees.

"Line of Credit Provider" shall mean First National Bank.

"MSRB" means the Municipal Securities Rulemaking Board. Until such time as the SEC or the MSRB shall determine otherwise, information to be filed with the MSRB pursuant to the Rule will be submitted through the Electronic Municipal Market Access system ("EMMA") maintained by the MSRB and will be accessible at http://www.emma.msrb.org or other such access location as designated by the SEC or the MSRB.

"Official Statement" shall mean the final official statement authorized by the Board hereunder to be prepared and distributed in connection with the offering for sale of the Bonds.

"Parity Bonds" shall mean the Senior Lien Bonds and each series of additional Senior Lien Bonds from time to time hereafter issued, but only to the extent such bonds remain Outstanding, and which are authorized pursuant to Article V hereof.

"Pricing Certificate" shall mean the certificate executed by the Pricing Committee, which sets forth the final terms of the Bonds, in the form attached hereto as Exhibit A.

"Pricing Committee" shall mean Dennis Burleson and R. David Guerra, who are authorized to act on behalf of the Authority in selling and delivering the Bonds, with the Secretary of the Board designated as an alternate.

"Principal Installment Payment Date," when used in connection with any Bond, shall mean [September 1] of each year in which principal is scheduled to be paid, and shall commence on [September 1, 2014].

"Project" shall mean the acquisition, construction and maintenance of any Authority project, as approved by the Authority from time to time, and related improvements.

"Project Costs" shall mean any costs associated with the Project that are authorized under the Authorizing Law to be paid with proceeds of the Bonds.

"Record Date" shall mean, for any Interest Payment Date, the fifteenth calendar day of the month immediately preceding such interest payment date.

"Refunded Obligation" shall mean the Authority's Line of Credit.

"Register" or "Bond Register" shall mean the books of registration kept by the Paying Agent/Registrar in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Owner.

"Resolution" or "Bond Resolution" shall mean this Resolution authorizing the issuance of the Bonds, in one or more series and all amendments hereof and supplements hereto.

"Rule" means Rule 15c2-12, as amended from time to time, adopted by the SEC under the Securities Exchange Act of 1934.

"Series 2013 Debt Service Reserve Account" shall mean the account as described in Section 6.3 of the Resolution.

"Series 2013 Project Fund" shall mean the account as described in Section 6.3 of the Resolution.

"SEC" shall mean the United States Securities and Exchange Commission.

"Trustee" shall mean [_____], and its successors in the capacity.

"Underwriters" shall mean [_____], and any other underwriter designated in the bond purchase agreement relating to the Bonds.

Section 2.2 Interpretations. All terms defined herein and all pronouns used in this Resolution shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Resolution 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. This Resolution and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Parity Bonds and the validity of the lien on and pledge of the Pledged Revenues to secure the payment of the Parity Bonds.

ARTICLE III

TERMS OF THE BONDS

Section 3.1 Name, Amount, Purpose, Authorization. The Bonds shall be issued in fully registered form in a maximum principal amount not to exceed [$70,000,000] and shall be known and designated as "HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY SENIOR LIEN VEHICLE REGISTRATION FEE REVENUE BONDS AND REVENUE REFUNDING BONDS", issued in one or more series as designated in one or more Pricing Certificates. The Bonds shall be issued for the purpose of (i) paying the Project Costs, (ii) establishing a Debt Service Reserve Fund, (iii) paying Costs of Issuance, and (iv) refunding, defeasing and cancelling the Line of Credit or Refunded Obligation, all under and pursuant to the Authorizing Law and all other applicable law.

Section 3.2 Date, Interest Payment Dates and Principal Installment Payment Date. The Bonds shall mature not later than September 1, 2043, shall be the dated the Dated Date as set forth in the Pricing Certificate and shall be subject to prior optional and mandatory redemption on the dates, for the redemption prices and in the amounts as set forth in the Pricing Certificate. The Bonds shall bear interest at the rates set forth in the Pricing Certificate from the later of the Issuance Date, as set forth in the Pricing Certificate, or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable initially as set forth in the Pricing Certificate, and semiannually thereafter on September 1 and March 1 of each year until maturity or earlier redemption. The Principal Installment Payment Date shall be September 1 of each year, commencing [September 1, 2014].

Section 3.3 Initial Bonds, Numbers and Denomination. The Bonds shall be initially issued in the principal amounts, and bearing interest at the rates set forth in the Pricing Certificate, and may be transferred and exchanged as set out in this Resolution. The Bonds shall mature, subject to prior redemption in accordance with this Resolution, on September 1 in each of the years and in the amounts set out in the Pricing Certificate. The Initial Bond shall be numbered I-1 (with such appropriate series designation as determined in the Pricing Certificate, e.g. IA-1, IB-1) and all other Bonds shall be numbered in sequence beginning with R-1 (with such appropriate series designation as determined in the Pricing Certificate, e.g. RA-1, RB-1). Bonds delivered on transfer of or in exchange for other Bonds shall be numbered in the order of their authentication by the Paying Agent/Registrar, shall be in the denomination of $5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

Section 3.4 Selling and Delivering the Bonds. As authorized by Chapter 1371, Texas Government Code, the Pricing Committee is hereby authorized to act on behalf of the Authority in selling and delivering the Bonds and carrying out the other procedures specified in this Resolution, including without limitation prescribing any additional designation or title by which the Bonds shall be known, including, without limitation, the number of series or subseries of Bonds to be issued and the principal amount of each series or subseries, determining the price at which each series or subseries of the Bonds will be sold, the Issuance Date, the initial interest payment date for the Bonds, the maturity dates for such series of Bonds, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, any mandatory sinking fund redemption provisions for the Bonds, the selection of the Bond Insurer or Reserve Fund Surety Provider, if any, and/or all other matters not expressly provided in this Resolution, relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Pricing Certificate; provided that:

(i) the Bonds shall have a true interest cost of not greater than [8.00%];

(ii) none of the Bonds shall bear interest at a rate greater than the maximum lawful rate of interest allowed by Chapter 1204, Texas Government Code, as amended;

(iii) the aggregate principal amount of the Bonds shall equal an amount sufficient to fund the Project Costs and to refund the Refunded Obligation as set forth in the Pricing Certificate and this Resolution; and

(iv) the Authority shall purchase a bond insurance policy or Reserve Fund Surety Policy only if such policy would result in a net interest rate savings to the Authority which is greater than the costs of the premium of such policy, as may be certified in the Pricing Certificate.

Section 3.5 Approval, Registration and Initial Delivery. The Pricing Committee is hereby authorized to have control and custody of the Bonds and all necessary records and proceedings pertaining thereto pending their delivery, and the Pricing Committee, the Secretary of the Board and other officials and employees of the Authority are hereby authorized, directed and instructed to make such certifications and to execute such instruments (including the printed facsimile signature) as may be necessary to accomplish the delivery of the Bonds and to assure the investigation, examination, and approval thereof by the Attorney General of the State of Texas and the registration of the initial Bond of each series by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds, the Comptroller of Public Accounts of the State of Texas (or a deputy designated in writing to act for her) shall be requested to sign manually the Comptroller's Registration Certificate prescribed herein to be attached or affixed to the Bond initially delivered and the seal of the Comptroller of Public Accounts of the State of Texas shall be impressed or printed or lithographed thereon.

Section 3.6 Execution of the Bonds. (a) The Bonds shall be signed on behalf of the Authority and by the Chairman of the Board and countersigned by the Secretary of the Board, by their manual or facsimile signatures. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers.

(b) In the event that any officer of the Authority whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Resolution unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered on the Issuance Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller, or by her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Authority, and has been registered by the Comptroller.

(d) On the Issuance Date, one Initial Bond, representing the entire principal amount of all the Bonds, payable in stated installments to the Underwriters, or their designee, executed by manual or facsimile signature of the Chairman and Secretary of the Board of the Authority, approved by the Attorney General, and registered and manually signed by the Comptroller, shall be delivered to the Underwriters or their designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver registered definitive Bonds to DTC in accordance with Section 3.12.

Section 3.7 Payment of Principal and Interest. The Paying Agent/Registrar is hereby appointed as the paying agent and registrar for the Bonds. The principal of the Bonds shall be

payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable, whether at maturity or by prior redemption, at the designated corporate trust office of the Paying Agent/Registrar. The interest on each Bond shall be payable on each Interest Payment Date, by check mailed by the Paying Agent/Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date.

If the date for the payment of principal or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date such payment was originally due.

Section 3.8 Successor Paying Agent/Registrars. The Authority covenants that at all times while any Bonds are Outstanding it will provide a commercial bank or trust company under the laws of the State of Texas or other entity duly qualified and legally authorized to act as Paying Agent/Registrar for the Bonds. The Authority reserves the right to change the Paying Agent/Registrar for the Bonds on not less than sixty days written notice to the Paying Agent/Registrar, so long as any such notice is effective not less than sixty days prior to the next succeeding principal or interest payment date on the Bonds. Promptly upon the appointment of any successor Paying Agent/Registrar, the previous Paying Agent/Registrar shall deliver the Register or a copy thereof to the new Paying Agent/Registrar, and the new Paying Agent/Registrar shall notify each Owner, by United States mail, first class postage prepaid, of such change and of the designated corporate trust office of the new Paying Agent/Registrar. Each Paying Agent/Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

Section 3.9 Special Record Date. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for thirty days thereafter, the Paying Agent/Registrar shall establish a new record date for the payment of such interest, to be known as a "Special Record Date." The Paying Agent/Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the Authority. Such Special Record Date shall be fifteen days prior to the date fixed for payment of such past due interest (the "Special Payment Date"), and notice of the Special Payment Date shall be sent by United States mail, first class, postage prepaid, not later than five days prior to the Special Payment Date, to each Owner of record of an affected Bond on the special Record Date.

Section 3.10 Ownership; Unclaimed Principal and Interest. Subject to the further provisions of this Section, the Authority, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute Owner of such Bond for the purpose of making and receiving payment of the principal of or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the Authority nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the Authority and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Paying Agent/Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Owner after the expiration of three years from the date such amounts have become due and payable shall be remitted to the Authority except to the extent that they are required by law to be reported and disposed of by the Paying Agent/Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

Section 3.11 Book-Entry Only System. (a) The definitive Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and, except as provided in Section 3.13 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Authority and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in this Resolution. Without limiting the immediately preceding sentence, the Authority and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Resolution to the contrary, the Authority and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register as provided in this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to payment of principal of premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the Authority to make payments of amounts due pursuant to this Resolution. Upon delivery by DTC to the Paying

Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Resolution with respect to interest checks or drafts being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

Section 3.12 Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the Authority, or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Blanket Letter of Representations, and that it is in the best interest of the beneficial owners of the Bonds that they shall be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the Authority shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC Accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Resolution.

Section 3.13 Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in accordance with the Blanket Letter of Representations.

Section 3.14 Registration, Transfer, and Exchange. So long as any Bonds remain Outstanding, the Paying Agent/Registrar shall keep the Register at its designated corporate trust office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Resolution.

Each Bond shall be transferable only upon the presentation and surrender thereof at the designated corporate trust office of the Paying Agent/Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Paying Agent/Registrar. Upon due presentation of any Bond in proper form for transfer, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Bond, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity, aggregate principal amount, and Dated Date, and bearing interest at the same rate as the Bond so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the designated corporate trust office of the Paying Agent/Registrar for a Bond of like maturity, Dated Date, and interest rate and in any authorized denomination, in an aggregate amount equal

to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Resolution to the same extent as the Bonds in lieu of which such Bond is delivered.

The Authority or the Paying Agent/Registrar may require the Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Paying Agent/Registrar for such transfer or exchange shall be paid by the Authority.

The Paying Agent/Registrar shall not be required to transfer or exchange any Bond during the period beginning on a Record Date (including any Special Payment Date) or a Special Record Date and ending on the next succeeding Interest Payment Date or to transfer or exchange any Bond called for redemption during the period beginning thirty days prior to the date fixed for redemption and ending on the date fixed for redemption; provided, however, that this limitation shall not apply to the exchange by the Owner of the unredeemed portion of a Bond called for redemption in part.

Section 3.15 Cancellation of Bonds. All Bonds paid or redeemed in accordance with this Resolution, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be cancelled by the Paying Agent/Registrar and retained in accordance with the Paying Agent/Registrar's document retention policies. Upon request of the Authority therefor, the Paying Agent/Registrar shall furnish the Authority with appropriate certificates of cancellation of such Bonds.

Section 3.16 Mutilated, Lost, or Stolen Bonds. Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, Dated Date, interest rate and principal amount, bearing a number not contemporaneously Outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the Authority, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute and the Paying Agent/Registrar shall authenticate and deliver a replacement Bond of like maturity, Dated Date, interest rate and principal amount, bearing a number not contemporaneously Outstanding.

The Authority or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Paying Agent/Registrar. The Authority or the Paying Agent/Registrar may require the Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

(1) furnish to the Authority and the Paying Agent/Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;

(2) furnish such security or indemnity as may be required by the Paying Agent/Registrar to save the Paying Agent/Registrar and the Authority harmless;

(3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that may be imposed; and

(4) meet any other reasonable requirements of the Authority and the Paying Agent/Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the Authority and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Authority or the Paying Agent/Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Authority in its discretion may, instead of issuing a replacement Bond, authorize the Paying Agent/Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Resolution to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.17 Redemption. The Bonds are subject to redemption in the manner provided in the FORM OF BONDS attached as Exhibit A of the Pricing Certificate.

Section 3.18 Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of such redemption of the Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owners of the Bonds (or part thereof) to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding is to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The Authority reserves the right to give notice of its election or direction to redeem the Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, 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 the Authority to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and

such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owner. If the Bonds (or a portion thereof) are subject to conditional redemption and redemption has been rescinded, the Bonds (or the corresponding portion thereof) shall remain Outstanding.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 3.19 Payment Upon Redemption.

(a) Before or on each redemption date, the Authority shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Senior Lien Debt Service Fund or otherwise received by the Paying Agent/Registrar from the Authority and shall use such funds solely for the purpose of paying the principal of, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of the Bonds called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bonds to the date of redemption from the money set aside for such purpose.

Section 3.20 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 3.18 of this Resolution, the Bonds or a portion thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the Authority defaults in the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or a portion thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds is presented and surrendered for payment on such date.

(b) If the Authority shall fail to make provision for payment of all sums due on a redemption date, then the Bonds or portion thereof shall continue to bear interest at the rate stated on the Bonds until due provision is made for the payment of same.

Section 3.21 Limited Obligations. THE BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE AUTHORITY, PAYABLE SOLELY FROM THE PLEDGED REVENUES. NO ASSURANCE CAN BE GIVEN THAT THE PLEDGED REVENUES WILL REMAIN SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL OR INTEREST ON THE BONDS, AND THE COUNTY IS LIMITED BY TEXAS LAW IN ITS ABILITY TO INCREASE THE RATE OF PLEDGED REVENUES. THE BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS NOR A PLEDGE OF THE AD VALOREM TAXING POWER OR THE FULL FAITH AND CREDIT OF THE COUNTY, THE STATE OF TEXAS OR ANY OTHER POLITICAL SUBDIVISION OR GOVERNMENTAL ENTITY OF THE STATE OF TEXAS.

ARTICLE IV

FORM OF BONDS

Section 4.1 Forms. The form of Bonds, including the form of the Paying Agent/Registrar's authentication certificate, the form of assignment, and the form of the Comptroller's Registration Certificate for the Bonds to be initially issued, shall be substantially in the form of Exhibit A of the Pricing Certificate, with such additions, deletions and variations as may be necessary or desirable and not prohibited by this Resolution, including any legend regarding bond insurance if such insurance is obtained by the Underwriters and provided in the Pricing Certificate:

Section 4.2 CUSIP Registration. The Authority may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the Authority nor Bond Counsel to the Authority are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

ARTICLE V

ADDITIONAL BONDS

Section 5.1 Additional Parity Bonds. The Authority reserves the right to issue, for any lawful purpose (including the refunding of any Bonds, any Parity Bonds or any obligation), one or more series of Additional Parity Bonds payable from and secured by a lien on the Pledged Revenues, on a parity with the Bonds and any previously issued Parity Bonds; provided, however, that Additional Parity Bonds may be issued only in accordance with the provisions of Article III of the Indenture.

Section 5.2 Inferior Lien Bonds. The Authority reserves the right to issue for any lawful purpose, bonds, notes, or other obligations secured in whole or in part by liens on the Pledged Revenues that are junior and subordinate to the lien on Pledge Revenues securing the payment of Parity Bonds. Such Inferior Lien Bonds may be further secured by any other source of payment lawfully available for such purposes.

ARTICLE VI

SECURITY AND SOURCE OF PAYMENT FOR THE BONDS; ESTABLISHMENT OF FUNDS AND ACCOUNTS; DEFEASANCE

Section 6.1 Security for the Bonds. The Pledged Revenues, including the revenues from the Vehicle Registration Fee, which are remitted to the Authority pursuant to the Pledge Agreement, are the sole security for the payment of the Bonds.

Section 6.2 The Bonds Not Payable from Taxes. The Owners of the Bonds shall never have the right to demand payment of either the principal of or interest on the Bonds out of any funds raised or to be raised by taxation.

Section 6.3 Creation of Additional Funds and Accounts.

(a) Pursuant to Section 4.03 of the Indenture, the Authority hereby establishes a separate account within the Project Fund to be known as the "Series 2013 Project Fund" in order to provide for the efficient administration of the proceeds of the Bonds. The moneys in such fund shall be secured and invested in the manner required by law. The earnings on the investment of the proceeds deposited in the Series 2013 Project Fund shall remain in such fund to accomplish the purposes of the Bonds and be applied as provided in [Article VII] of this Resolution.

(b) Pursuant to Section 4.04 of the Indenture, the Authority hereby establishes a separate account within the Senior Lien Debt Service Reserve Fund to be known as the "Series 2013 Debt Service Reserve Account" in order to satisfy the Reserve Requirement. The proceeds deposited in such accounts are for the benefit of the Owners of the Bonds and are pledged to the payment thereof. Monies contained within the Series 2013 Debt Service Reserve Account that may be in excess of the then calculated Reserve Requirement may be transferred from such account and those excess funds may be applied in a manner consistent with [Article VIII] of this Resolution.

Section 6.4 Flow of Funds.

(a) The Bonds are Senior Lien Bonds that bear interest semiannually. Except as described in (b), the flow of funds established in Section 4.02 of the Indenture shall apply to the Bonds.

(b) As set forth herein, on the Issuance Date, the Authority will transfer available funds in the amount of the Reserve Requirement to the Series 2013 Debt Service Reserve Account. With respect to the Series 2013 Debt Service Reserve Account, to the extent there is any deficiency in such account, the Authority will deposit all amounts required to attain the Reserve Requirement in the same manner as the "Senior Lien Debt Service Reserve Fund" is funded in Section 4.02(c) of the Indenture. At the beginning of any Fiscal Year of the Authority or following any partial redemption and/or defeasance of any portion of the Bonds in any Fiscal Year of the Authority, the Authority may direct its financial advisor to determine the Reserve Requirement based on such redemption and/or defeasance. If the amount in such account exceeds the newly determined Reserve Requirement, the Authority may transfer any excess

amounts from such account and apply those excess funds in a manner consistent with [Article VIII] of this Resolution.

Section 6.5 Defeasance. The Bonds may be defeased in the manner provided in Section 10.01 of the Indenture.

ARTICLE VII

PROVISIONS CONCERNING SALE AND APPLICATION OF PROCEEDS OF THE BONDS

Section 7.1 Sale. The Bonds are hereby sold and shall be delivered to the Underwriters at a price to be set forth in the Pricing Certificate, all in accordance with the Bond Purchase Agreement, which is hereby approved in a substantially final form attached hereto as Exhibit E and is hereby approved by the Authority, subject to the approval of the Attorney General of Texas and Bond Counsel. The Chairman and other appropriate officers, agents and representatives of the Authority are hereby authorized to do any and all things necessary or desirable to provide for the issuance and delivery of the Bonds.

Section 7.2 Application of Proceeds. Proceeds from the sale of the Bonds (including any other available moneys) shall, promptly upon receipt by the Trustee, be applied as follows:

(a) The Reserve Requirement shall be transferred into the Series 2013 Debt Service Reserve Fund Account;

(b) The Financial Advisor will receive a wire in an amount necessary to pay Costs of Issuance and the Financial Advisor will create an account for the benefit of the Authority and disburse such amounts as authorized by the Authority; and

(c) The Line of Credit Provider shall receive full payment of all principal and interest due on such Line of Credit, and the officers of the Authority are authorized to take such action as required to cause the refunding, defeasance and cancellation of the Line of Credit, as required by Chapter 1207, Texas Government Code; and

(d) The remaining proceeds of the Bonds will be transferred to the Depository for deposit into the Series 2013 Project Fund and used to pay any and all Project Costs. Upon completion of the Project, surplus monies remaining in the Series 2013 Project Fund shall be transferred to the Senior Lien Debt Service Fund.

ARTICLE VIII

FEDERAL TAX COVENANTS

Section 8.1 Federal Income Tax Exclusion.

(a) *General*. The Authority intends that the interest on the Bonds shall be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable Treasury

Regulations (the "Regulations"). The Authority covenants and agrees not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Bonds to be includable in gross income, as defined in section 61 of the Code, for federal income tax purposes or (ii) result in the violation of or failure to satisfy any provision of Section 103 and 141 through 150 of the Code and the applicable Regulations that are applicable to the Bonds. In particular, the Authority covenants and agrees to comply with each requirement of this Section; provided, however, that the Authority will not be required to comply with any particular requirement of this Section if the Authority has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds; (ii) compliance with some other requirement set forth in this Section will satisfy the applicable requirements of the Code and Regulations, in which case compliance with such other requirement specified in such Counsel's Opinion will constitute compliance with the corresponding requirement specified in this Section.

(b) *No Private Use or Payment and No Private Loan Financing*. The Authority covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Bonds will not be "private activity bonds" within the meaning of section 141 of the Code and the Regulations promulgated thereunder. Moreover, the Authority shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "private activity bonds" within the meaning of section 141 of the Code and the Regulations promulgated thereunder.

(c) *No Federal Guarantee*. The Authority covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code and the applicable Regulations thereunder, except as permitted by section 149(b)(3) of the Code and such Regulations.

(d) *No Hedge Bonds*. The Authority covenants and agrees not to take any action or knowingly omit to take any action, within its control, that if taken or omitted, respectively, would cause the Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code and the applicable Regulations thereunder.

(e) *No Arbitrage*. The Authority covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be "arbitrage bonds" within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder. Moreover, the Authority shall certify, through an authorized officer, employee or agent, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Bonds will not be used in a manner that would cause the

Bonds to be "arbitrage bonds" within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder.

(f) *Arbitrage Rebate*. If the Authority does not qualify for an exception to the requirements of section 148(f) of the Code relating to the required rebate to the United States, the Authority will take all necessary steps to comply with the requirement that certain amounts earned by the Authority on the investment of the "gross proceeds" of the Bonds (within the meaning of section 148(f) of the Code), be rebated to the federal government. Specifically, the Authority will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the Authority allocable to other bond issue of the Authority or moneys which do not represent gross proceeds of any bonds of the Authority, (ii) calculate at such times as are required by applicable Regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under applicable Regulations, all amounts required to be rebated to the federal government. Further, the Authority will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(g) *Information Reporting*. The Authority covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the applicable Regulations promulgated thereunder.

(h) *Deliberate Actions*. The Authority will not take a deliberate action that causes the Bonds to fail to meet any requirement of the Code regarding the use of bond proceeds after the issuance date of the Bonds unless an appropriate remedial action is permitted by Section 1.142-2(e) of the Regulations and a Counsel's Opinion is obtained that such remedial action cures any failure to meet the requirements with respect to the use of proceeds of the Bonds.

(i) *Record Retention*. The Authority will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Bonds until six years after the last Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the Authority to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.

(j) *Registration*. The Bonds will be issued in registered form.

(k) *Continuing Obligation*. Notwithstanding any other provision of this Resolution, the Authority's obligations under the covenants and provisions of this Section will survive the defeasance and discharge of the Bonds.

Section 8.2 Definitions. When used in this Article, the following terms shall have the meanings given to them below:

(a) "Gross Proceeds" means any Proceeds and Replacement Proceeds.

(b) "Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

(c) "Investment Proceeds" is defined in Section 1.148-1(b) of the Regulations and generally consists of any amounts actually or constructively received from investing Proceeds.

(d) "Issue Price" means "issue price" as defined in Sections 1273 and 1274 of the Code, unless otherwise provided in Sections 1.148-0 through 1.148-11 of the Regulations and, for the Bonds, represents the price paid by the Purchaser of the Bonds.

(e) "Net Proceeds" means the Sale Proceeds less any Sale Proceeds invested in a Reasonably Required Reserve or Replacement Fund and as part of a minor portion under Section 148(e) of the Code and Investment Proceeds, less accrued interest.

(f) "Proceeds" is defined in Section 1.148-1(b) of the Regulations and generally means the Sale Proceeds and Investment Proceeds.

(g) "Reasonably Required Reserve or Replacement Fund" means any fund described in Section 148(d) of the Code provided that the amount thereof allocable to the Bond invested at a Yield materially higher than the Yield on the Bond does not exceed at any time the least of (a) 10% of the stated principal amount of the Bond (or Sale Proceeds in the event that the amount of original issue discount exceeds two percent multiplied by the stated redemption price at maturity of the Bond), (b) the maximum annual principal and interest requirements of the Bond, and (c) 125 percent of average annual principal and interest requirements of the Bond, within the meaning of Section 148(d) of the Code.

(h) "Replacement Proceeds" has the meaning set forth in Section 1.148-1(c) of the Regulations.

(i) "Sale Proceeds" is defined in Section 1.148-1 of the Regulations and generally consists of any amounts actually or constructively received from the sale (or other disposition) of bonds, including amounts used to pay underwriters' discount or compensation and accrued interest other than pre issuance accrued interest. Sale Proceeds also include amounts derived from the sale of a right that is associated with such bonds and that is described in Section 1.148-4(b)(4) of the Regulations.

(j) "Yield" of (a) a bond has the meaning set forth in Section 1.148-4 of the Regulations and generally, is the discount rate that when used in computing the present value of

all payment of principal and interest to be paid on the obligation produces an amount equal to the Issue Price of such bond, and (b) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and generally, is the discount rate that when used in computing the present value of all payment of principal and interest to be paid on the Investment produces an amount equal to all payments for the Investment.

Section 8.3 2013 Senior Lien Rebate Account.

(a) There is hereby established within the Rebate Fund, but not as part of the Trust Estate, a special account designated "2013 Senior Lien Rebate Account." Amounts deposited to the 2013 Senior Lien Rebate Account shall be applied to the payment of the Rebate Amount pursuant to a Letter of Instructions from the Authority. The 2013 Senior Lien Rebate Account and amounts on deposit therein are not security for the 2013 Bonds and are not part of the Trust Estate.

(b) At least 30 days prior to each Computation Date, the Authority shall calculate the estimated Rebate Amount with respect to each such Computation Date. Based on such calculation, as such calculation may be revised from time to time based on actual earnings on the investment of amounts on deposit in the Funds, Accounts and Subaccounts, the Authority shall advise the Trustee in writing of such amounts as may be necessary to cause the amount on deposit in the 2013 Senior Lien Rebate Account to be sufficient to rebate the Rebate Amount to the United States of America as required under the provisions of section 148(f) of the Code, the applicable Regulations thereunder, and the provisions of this Section 8.2 and shall specify in such estimate the amount allocated for such purpose. Within ten days of such notice, the Trustee shall transfer from the Revenue Fund to the 2013 Senior Lien Rebate Account the amounts so specified.

(c) There shall be paid into the 2013 Senior Lien Rebate Account on each Computation Date the Rebate Amount in accordance with paragraph (d) below. In addition, all earnings resulting from the investment of amounts on deposit in the 2013 Senior Lien Rebate Account shall be credited to the 2013 Senior Lien Rebate Account.

(d) On each Computation Date, the Authority shall determine the Rebate Amount and shall give written notice to the Trustee of the Rebate Amount in accordance with Section 506 of the Master Indenture. In making such calculation, the Authority may rely upon a Counsel's Opinion or an opinion of an Arbitrage Analyst that the method of calculation utilized by the Authority complies with the requirements of section 148 of the Code and section 1.148-3 of the Regulations. If, on any Computation Date, the Authority determines the Rebate Amount to be a negative number, then the Authority shall direct the Trustee in writing to transfer from the 2013 Senior Lien Rebate Account to the Revenue Fund an amount equal to such negative Rebate Amount, to the extent that a sufficient amount is then on deposit in the 2013 Senior Lien Rebate Account. If on any Computation Date, the Authority determines the Rebate Amount to be a positive number, then the Authority may provide for the payment from moneys available to it other than pursuant to the Indenture, or it may direct the Trustee, pursuant to a Letter of Instructions, to immediately transfer the amount necessary to make the amount on deposit in the 2013 Senior Lien Rebate Account equal to the Rebate Amount for such Computation Date to the

2013 Senior Lien Rebate Account from the Revenue Fund on the first day of the following month.

(e) Not later than 60 days after each Computation Date, the Trustee shall withdraw from the 2013 Senior Lien Rebate Account and remit to the United States of America the Rebate Amount required to be paid on such respective dates to the United States of America in accordance with written instructions from the Authority, which shall be in compliance with sections 1.148-1 through 1.148-8 of the Regulations or any successor regulation. Each payment required to be made to the United States of America pursuant to this Section shall be submitted to the Internal Revenue Service Center, Ogden, Utah 84201-0027 or such other address as provided by law or regulation and shall be accompanied by Internal Revenue Service Form 8038-T properly completed by the Authority with respect to the 2013 Bonds.

ARTICLE IX

CONTINUING DISCLOSURE UNDERTAKING

Section 9.1 Annual Reports. (a) The Authority shall provide annually to the MSRB, within six (6) months after the end of each fiscal year beginning with the fiscal year ending December 31, 2013, financial information and operating data with respect to the Authority of the general type included in the final Official Statement authorized by this Resolution. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in the Official Statement or the financial statements included in the Official Statement and (2) audited, if the Authority commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided, then the Authority shall provide audited financial statements for the applicable fiscal year to the MSRB, when and if audited financial statements become available but if such audited financial statements are unavailable the Authority will provide such financial statements on an unaudited basis within the above-described six-month period.

(b) If the Authority changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next day by which the Authority otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available from the MSRB or filed with the SEC, or may be provided in any other manner consistent with the Rule.

Section 9.2 Event Notices. (a) The Authority shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

(1) principal and interest payment delinquencies;

(2) non-payment related defaults, if material;

(3) unscheduled draws on debt service reserves reflecting financial difficulties;

(4) unscheduled draws on credit enhancements reflecting financial difficulties;

(5) substitution of credit or liquidity providers, or their failure to perform;

(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) modifications to rights of holders of the Bonds, if material;

(8) bond calls, if material, and tender offers;

(9) defeasances;

(10) release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) rating changes;

(12) bankruptcy, insolvency, receivership, or similar event of the obligated person[1];

(13) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) the appointment of a successor or additional trustee or the change in the name of the trustee, if material.

(b) The Authority shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of any failure by the Authority to provide the required

[1] Note to Subsection 8.2(12): For the purposes of the event identified in such subsection, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

annual financial information and notice of material events in accordance with Sections 8.1 and 8.2 of this Resolution. All documents provided to the MSRB pursuant to this Article VIII, shall be accompanied by identifying information as prescribed by the MSRB.

(c) As used in this section, the term "obligated person" means any person, including the Authority, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities).

Section 9.3 Limitations, Disclaimers, and Amendments. (a) The Authority shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the Authority remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Authority in any event will give the notice required by Section 8.2 of any Bond calls and defeasance that cause the Authority to be no longer such an "obligated person."

(b) The notices and information required to be provided by the Authority pursuant to Sections 8.1 or 8.2 hereof will be provided in an electronic format or in such other format as required by the MSRB or the SEC and shall be accompanied by such identifying information as required by the MSRB or the SEC.

(c) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Authority undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Authority's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The Authority does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(d) UNDER NO CIRCUMSTANCES SHALL THE AUTHORITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE AUTHORITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(e) No default by the Authority in observing or performing its obligations under this Article shall constitute a breach of or default under this Resolution for purposes of any other provisions of this Resolution.

(f) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the Authority under federal and state securities laws.

The provisions of this Article may be amended by the Authority from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Authority, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person or entity that is unaffiliated with the Authority (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the Authority so amends the provision of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 8.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Authority may also amend or repeal the provisions of this Article if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid.

ARTICLE X

PAYMENT OF REFUNDED OBLIGATION

Section 10.1 [Refunding of Refunded Obligation]. Following the deposit of Bond proceeds with the Line of Credit Provider for the Refunded Obligation as herein specified, the Refunded Obligation shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the resolution authorizing the issuance of the Refunded Obligation, shall be, with respect to the Refunded Obligation discharged, terminated and defeased.]

ARTICLE XI

MISCELLANEOUS

Section 11.1 Authorization of Agreements. The Board hereby approves issuance of the Bonds and all reasonable agreements necessary in connection with the issuance of the Bonds, including without limitation the following: the Indenture of Trust by and between the Authority and [_____], as Trustee, in the form attached hereto as Exhibit B; the Paying Agent/Registrar Agreement by and between the Authority and [_____], in the form attached hereto as Exhibit C; the Pledge Agreement between the County and the Authority, attached hereto as Exhibit D; the Bond Purchase Agreement by and between the Authority and the Underwriters, in the form attached hereto as Exhibit E; and the DTC Letter of Representation between DTC and the Authority, in the form attached hereto as Exhibit F

(collectively, the "Agreements"). The Board, by a majority vote of its members, at a regular meeting, hereby approves the form, terms, and provisions of the Agreements and authorizes the execution and delivery of the Agreements.

Section 11.2 Bond Counsel; Appointment, Ratification and Acceptance. Bracewell & Giuliani LLP, Houston, Texas, is hereby appointed to act as Bond Counsel for the Bonds. The engagement of Bracewell & Giuliani LLP is pursuant to the terms and provisions of the engagement letter by and between the Authority and such firm, which is hereby ratified by the Authority**.** The terms and provisions of such engagement letters are hereby approved and ratified.

Section 11.3 Offering Documents. The Board hereby authorizes and approves in connection with the sale of one or more series of the Bonds, the preparation and distribution of a Preliminary Official Statement, in substantially the form attached hereto as Exhibit G, and the Authority further authorizes the preparation and distribution of the Official Statement in substantially the same form (or in such amended form as presented to and approved by the Pricing Committee), containing such additional information and amendments as may be necessary to conform to the terms of the applicable series of Bonds, this Resolution, and the Pricing Certificate. The Preliminary Official Statement is hereby deemed "final" as of its date except for certain omissions as permitted under Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

Section 11.4 Related Matters. In order that the Authority shall satisfy in a timely manner all of its obligations under this Resolution, the Indenture and the Agreements, the Pricing Committee, the Secretary of the Board and all other appropriate officers and agents of the Authority are hereby authorized and directed to take all other actions that are reasonably necessary to provide for issuance and delivery of each series of the Bonds, including without limitation, executing by manual or facsimile signature and delivering on behalf of the Authority those certificates, consents, receipts, requests, notices, investment agreements, and other documents as may be reasonably necessary to satisfy the Authority's obligations under the Agreements and this Resolution and to direct the transfer and application of funds of the Authority consistent with the provisions of the Agreements and this Resolution. In order to obtain the approval of the Bonds by the Attorney General of Texas, the consent of any Bond Insurer or issuer of a Reserve Fund Surety Policy, Bond Counsel is hereby authorized to make such changes in the written text of this Resolution, the Indenture and such other Agreements as they determine are consistent with the intent and purposes of this Resolution, which determination shall be final. Such changes shall be included in the transcript of proceedings relating to the Bonds and provided to the Secretary of the Board and the Secretary of the Board is hereby directed to make such changes part of the Authority's permanent records.

Section 11.5 Further Proceedings. The Chairman, Vice Chairman, Secretary, Assistant Secretary and other appropriate officials of the Authority are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the intent, purposes and terms of this Resolution, including the execution and delivery of such certificates, documents or papers necessary and advisable.

Section 11.6 Severability. If any Section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 11.7 Open Meeting. It is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by the Texas Open Meetings Act.

Section 11.8 Paying Agent/Registrar Agreement. The form of agreement setting forth the duties of the Paying Agent/Registrar is hereby approved, and an appropriate official of the Authority is hereby authorized to execute such agreement for and on behalf of the Authority.

Section 11.9 Parties Interested. Nothing in this Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Authority, the Paying Agent/Registrar, and the Owners of the Bonds, any right, remedy or claim under or by reason of this Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Resolution shall be for the sole and exclusive benefit of the Authority, the Paying Agent/Registrar, and the Owners of the Bonds.

Section 11.10 Repealer. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 11.11 Changes to Resolution. The Authority's Executive Director is hereby authorized to make changes to the text of this Resolution if 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 Bonds herein authorized.

Section 11.12 Effective Date. This Resolution shall become effective immediately upon passage by this Authority and signature of the Chairman of the Authority.

[*Reminder of page intentionally left blank*]

PASSED AND APPROVED this 24th day of July, 2013.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By:_____
Chairman, Board of Directors

ATTEST:

By:_____
Secretary, Board of Directors

EXHIBIT A

PRICING CERTIFICATE

EXHIBIT B

INDENTURE OF TRUST

EXHIBIT C

PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT D

PLEDGE AGREEMENT

EXHIBIT E

BOND PURCHASE AGREEMENT

EXHIBIT F

DTC LETTER OF REPRESENTATION

EXHIBIT G

PRELIMINARY OFFICIAL STATEMENT

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Workshop
Item 4

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**4**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/17/13**
FINANCE COMMITTEE		**MEETING DATE**	**7/24/13**
TECHNICAL COMMITTEE			

4. Agenda Item: **WORKSHOP – PRESENTATION OF PROGRAM MANAGEMENT CONSULTANT'S VALUE ENGINEERING STUDY RECOMMENDATIONS FOR STATE HIGHWAY 365 PROJECT**

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

   Presentation of Program Management Consultants Value Engineering Study Recommendations for State Highway 365 Project. The Value Engineering Study was conducted on May 20-24, 2013.

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

HCRMA Workshop Item: Value Engineering Options for SH 365 Ph I

Value Engineering Scenarios for SH 365 Ph I

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

VE Item No.	Recommendation by the SH 365 VE Workgroup	Cost Delta (M)	TxDOT Support (Y/N)	Scen 1 (M)	Scen 2 (M)	Scen 3 (M)
1	Redesign Pavement Sections[a]	$ (5.16)	N	$ (5.16)		
1A	Redesign Pavement Section with blackbase[b]	$ 2.52	Y			$ 2.52
2	Vertically Stage Pavement[a]	$ (7.18)	N		$ (7.18)	
3	Shorten Floodway Bridge	$ (2.63)	Y	$ (2.63)	$ (2.63)	$ (2.63)
4	Simplify Bridge Aesthetics	$ (2.14)	Y	$ (2.14)	$ (2.14)	$ (2.14)
5	Two-Lane Floodway Bridge	$ (7.28)	Y		$ (7.28)	$ (7.28)
6	Single 4-Lane Floodway Bridge	$ (0.33)	Y	$ (0.33)		
7	Shorter Bridge Spans	$ (1.31)	Y	$ (1.31)	$ (1.31)	$ (1.31)
8	Shary Road - Defer West Side Ramps	$ (0.20)	Y	$ (0.20)		$ (0.20)
9	Shary Road West - Frontage Roads Only	$ (7.22)	Y		$ (7.22)	
10	Shary Road - Two-Lane Main Line	$ (2.62)	Y	$ (2.62)		$ (2.62)
11	23rd Street - Defer West Side Ramps	$ (6.05)	Y	$ (6.05)	$ (6.05)	$ (6.05)
12	Build from the Middle	$ (2.06)	N	$ (2.06)	$ (2.06)	
13	Defer U-turns	$ (1.44)	Y	$ (1.44)	$ (1.44)	$ (1.44)
14	Develop Marketing Plan		Y			
15	Defer Frontage Roads I Rd to Anaya Rd	$ (2.58)	Y	$ (2.58)	$ (2.58)	$ (2.58)
	TOTAL			$ (21.36)	$ (32.70)	$ (23.73)

Notes:

a. VE Items 1 And 2 required further coordination with TxDOT for review and possible acceptance, and were therefore not included in Scenario 1 and 2 totals.

b. After reviewing VE Items 1 And 2 TxDOT recommended a blackbase pavement design whose cost is reflected in the Scenario 3 column above for a potential overweight corridor.

c. The VE team developed several recommendations that cannot be implemented concurrently (recommendations 1/2, 5/6, and 8/9/10).

Recommended By PMC

Exhibit A

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
DANNENBAUM - PROGRAM MANAGER
1109 NOLANA LOOP, STE 208 McALLEN, TX 78504 (956)682-3577

SH 365 PH I Value Engineering Location Map

For Interim Review and Not Intended for Construction, Bidding, or Permit Purposes.

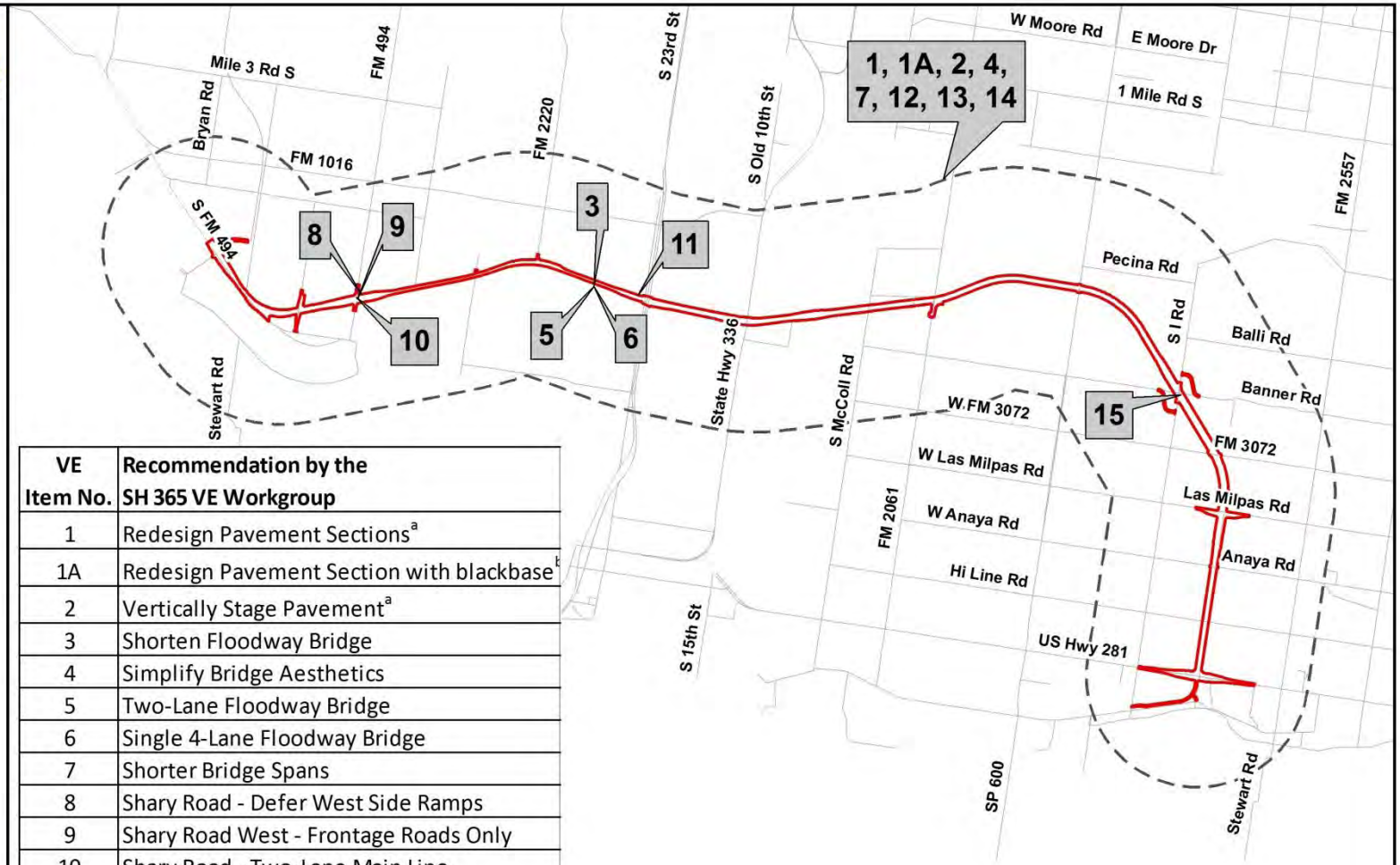
Legend

0030 SH 365 ROW PH I

Author:
E. DAVILA

Date Saved:
7/8/2013 6:54:52 PM

SCALE:
0 0.5 1 Miles



VE Item No.	Recommendation by the SH 365 VE Workgroup
1	Redesign Pavement Sections[a]
1A	Redesign Pavement Section with blackbase[b]
2	Vertically Stage Pavement[a]
3	Shorten Floodway Bridge
4	Simplify Bridge Aesthetics
5	Two-Lane Floodway Bridge
6	Single 4-Lane Floodway Bridge
7	Shorter Bridge Spans
8	Shary Road - Defer West Side Ramps
9	Shary Road West - Frontage Roads Only
10	Shary Road - Two-Lane Main Line
11	23rd Street - Defer West Side Ramps
12	Build from the Middle
13	Defer U-turns
14	Develop Marketing Plan
15	Defer Frontage Roads I Rd to Anaya Rd

Path: G:\1540\4652\PMC\GIS\EXHIBITS\2013-07-08 SH365 VE.mxd

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**1A**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/17/13**
FINANCE COMMITTEE		**MEETING DATE**	**7/24/13**
TECHNICAL COMMITTEE			

5. Agenda Item: **PROGRAM MANAGER UPDATE ON SH 365 PROJECT**

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

   Report from Program Manager on progess with SH 365 Project

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

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

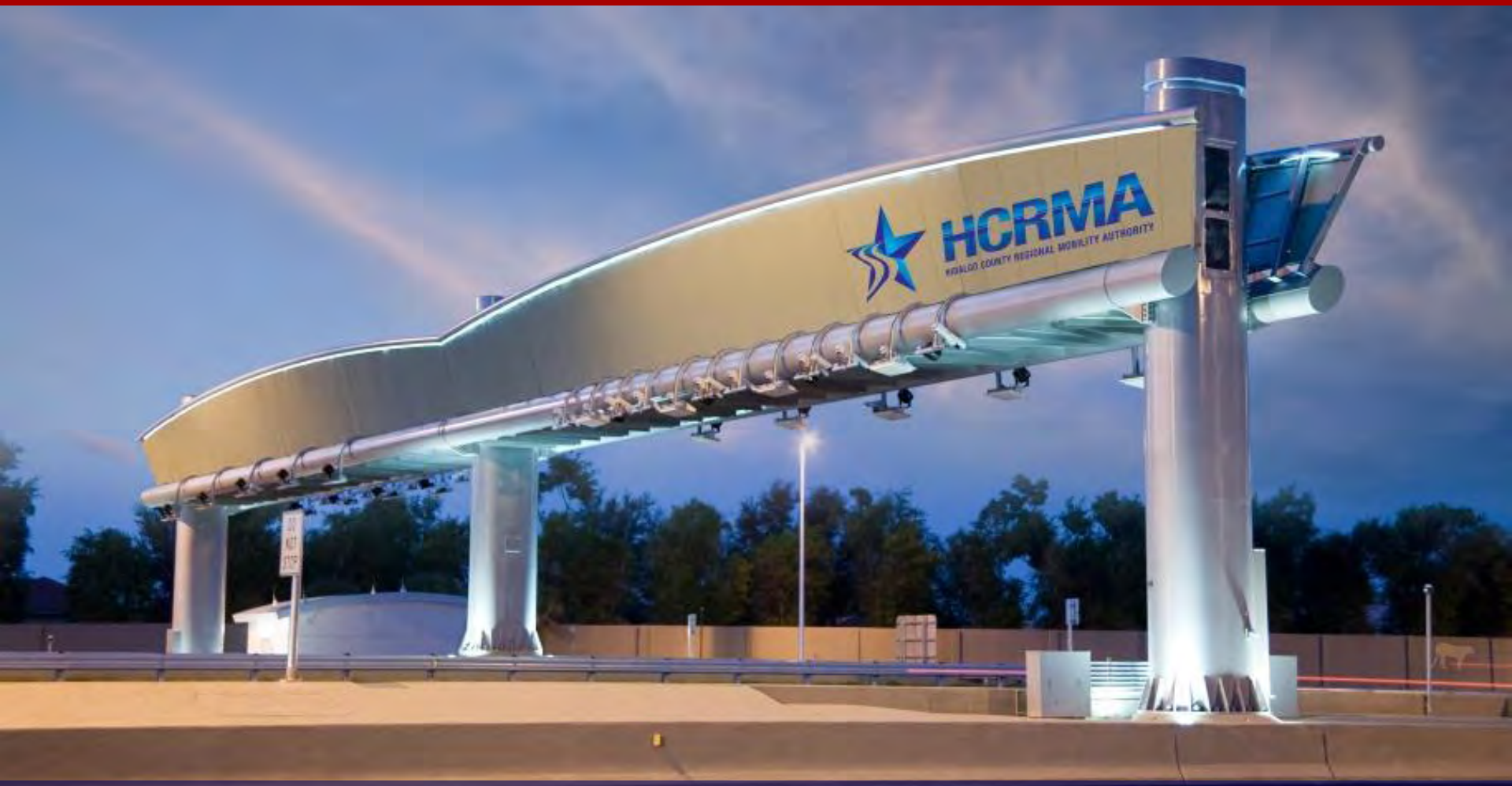
5. Staff Recommendation**: Report Only.**

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



PMC/GEC Report: HCRMA Project Status

Overview

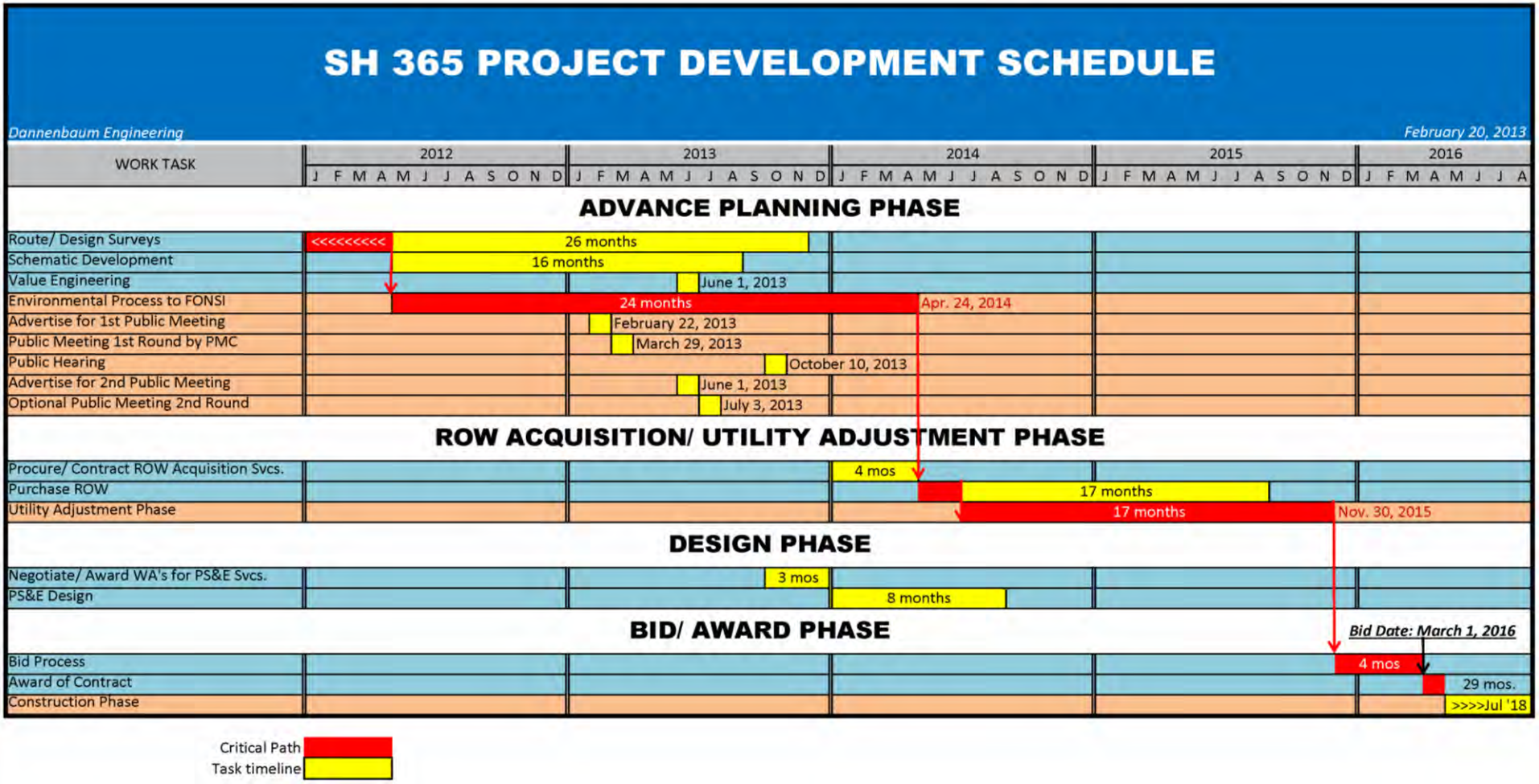
1. Major Milestones SH 365
2. Major Milestones IBTC
3. Construction Cost Trends
4. Recommendations for Value Engineering on SH 365

Major Milestones SH 365

1. Value Engineering
   - A. Value Engineering Report documenting the workshop activities is complete, and copies have been delivered to HCRMA and TxDOT.
   - B. Following Board approval the PMC would initiate any meeting and follow-up to implement the items outlined in the approved value engineering strategy.
2. Overweight corridor
   - A. Draft report and preliminary results have been received and are undergoing PMC review. Comments and questions will be made to the C&M study team by the PMC, HCRMA Staff and TxDOT before a formal presentation to the Board and submittal of the final report.
3. Environmental
   - A. Final review of documents to bundle the Draft EA are in final phases of revision and transmission to Local ENV District prior to full submission to Austin ENV.
4. Survey
   - A. Final digital terrain models have been submitted and reviewed by PMC. Final comments are being picked up by the surveyors.
   - B. Boundary maps have been submitted and first round of comments have been issued. Once complete, the engineers can finalize the schematic and optimizing ROW.
   - C. Once the alignment has been optimized to minimize ROW takings, the surveyors will be granted Work Authorizations for ROW Mapping.
5. Engineering
   - A. Conducting coordination with utilities requesting payment on utility exposures/identification.
   - B. Finalizing drainage and utility studies.

Major Milestones SH 365: Schedule and Progress

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



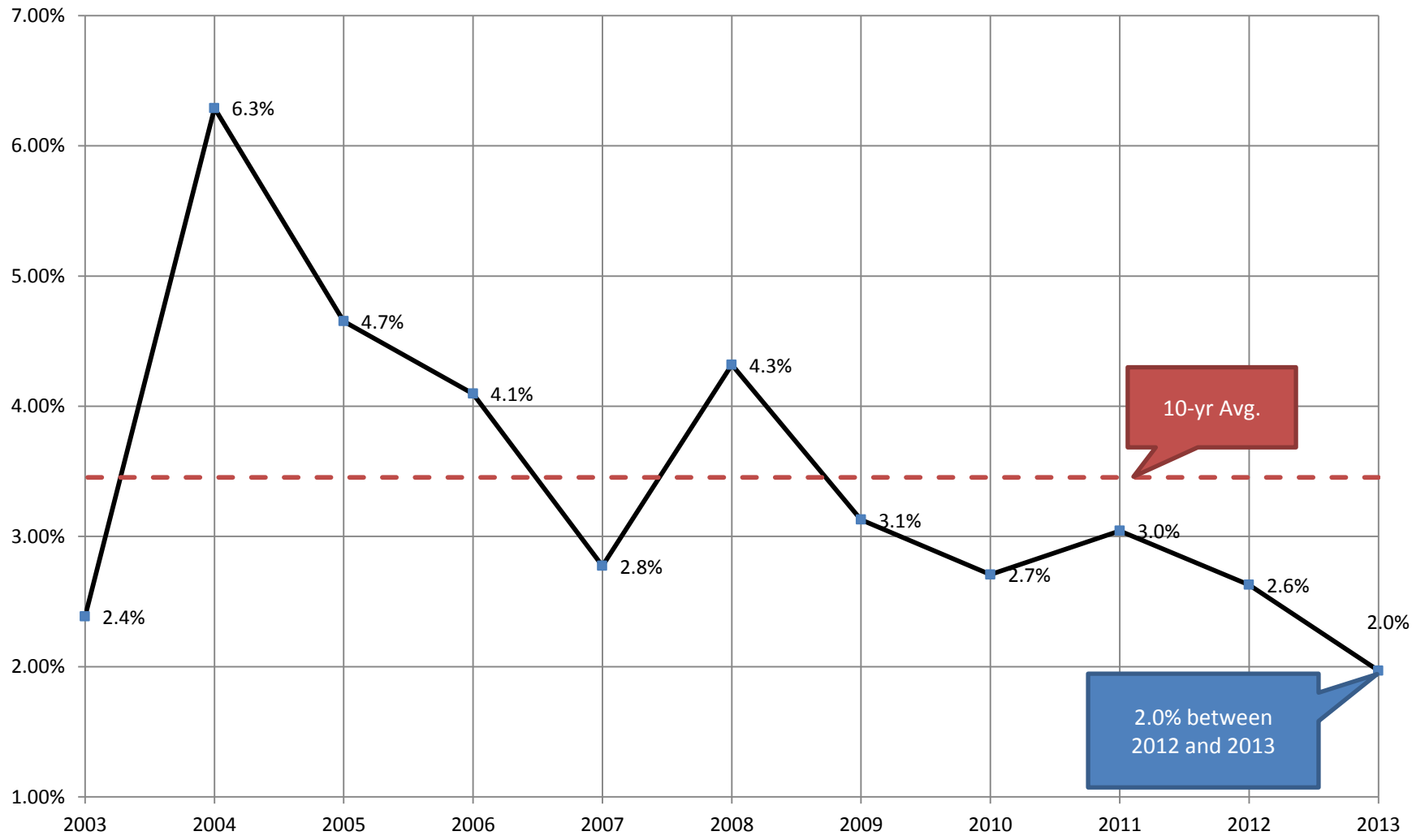
Major Milestones IBTC

1. Field Survey and Photogrammetry (completion anticipated end of August)
    A. Right of Entry is ongoing and nearly complete.
    B. Primary control and secondary control has been set
    C. Aerial targets have been set and low level flight has been conducted.
    D. Aerial company has completed aerotriangulation and will move onto planimetric data collection, DTM development, contours, and digital orthophotos.
    E. Boundary survey is underway to locate property corners.

2. Engineering (completion anticipated end of August)
    A. Once Boundary is established the GEC can update the schematic based on the updated DTM and aerial and begin updating the schematic.

Construction Cost Trends: % Change in CCI

Source: ENR.com Construction Cost Index



Construction Cost Trends: Asphalt Paving Prices

1. The 20-city average price for liquid asphalt has changed in 2013:
    a. +0.3% Jan
    b. -0.3% Feb
    c. +0.1 in Mar
    d. +0.1 in Apr
    e. +1.1% in May
    f. +0.7% in June
    g. +0.6 in July
2. The 20-city average price for ENR's PG-58 asphalt-paving oil increased another 0.6% this month, following last month's 0.7% gain. The back-to-back monthly increases helped to push prices 4.5% above a year ago.

Source: ENR.com Material Trends for June 3, 2013
(Cement/Concrete/Aggregate)

20-City Average

ITEM	UNIT	PRICE	% CHG. MO.	% CHG. YEAR
ASPHALT PAVING				
PG 58	ton	388.66	+0.7	+5.1
Cutback, MC800	ton	374.72	+0.4	+0.9
Emulsion, RAPID SET	ton	356.11	+0.2	+2.1
SLOW SET	ton	360.91	+0.3	+3.0
PORTLAND CEMENT				
Type one	ton	110.79	+0.4	+3.1
MASONRY CEMENT				
70-lb bag	bag	8.27	+0.1	+2.3
GRAVEL				
1 1/2" down to 3/4"	ton	10.59	0.0	–2.6
3/4" down to 3/8"	ton	10.96	0.0	+1.0
CRUSHED STONE				
Base course	ton	10.37	+0.6	+1.1
Concrete course	ton	10.83	+0.2	+1.2
Asphalt course	ton	11.05	–0.4	+0.5
SAND				
Concrete	ton	9.15	0.0	–0.6
Masonry	ton	10.24	0.0	–0.8
CONCRETE READY-MIX				
3,000 psi	cy	103.00	+0.5	+2.9
4,000 psi	cy	109.09	+0.8	+2.8
5,000 psi	cy	117.20	+0.7	+2.9
STANDARD MODULAR BRICK	M	353.35	+0.2	+0.5
CONCRETE BLOCK				
Normal-weight: 8" x 8" x 16"	C	138.06	+0.2	+3.1
Lightweight: 8" x 8" x 16"	C	160.70	+2.1	+5.0
12" x 8" x 16"	C	174.90	+0.1	+2.2
MASON'S LIME	ton	234.37	+0.9	+7.6

Recommendations for Value Engineering on SH 365

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

VE Item No.	Recommendation by the SH 365 VE Workgroup	Cost Delta (M)	TxDOT Support (Y/N)	Scen 1 (M)	Scen 2 (M)	Scen 3 (M)
1	Redesign Pavement Sections[a]	$ (5.16)	N	$ (5.16)		
1A	Redesign Pavement Section with blackbase[b]	$ 2.52	Y			$ 2.52
2	Vertically Stage Pavement[a]	$ (7.18)	N		$ (7.18)	
3	Shorten Floodway Bridge	$ (2.63)	Y	$ (2.63)	$ (2.63)	$ (2.63)
4	Simplify Bridge Aesthetics	$ (2.14)	Y	$ (2.14)	$ (2.14)	$ (2.14)
5	Two-Lane Floodway Bridge	$ (7.28)	Y		$ (7.28)	$ (7.28)
6	Single 4-Lane Floodway Bridge	$ (0.33)	Y	$ (0.33)		
7	Shorter Bridge Spans	$ (1.31)	Y	$ (1.31)	$ (1.31)	$ (1.31)
8	Shary Road - Defer West Side Ramps	$ (0.20)	Y	$ (0.20)		$ (0.20)
9	Shary Road West - Frontage Roads Only	$ (7.22)	Y		$ (7.22)	
10	Shary Road - Two-Lane Main Line	$ (2.62)	Y	$ (2.62)		$ (2.62)
11	23rd Street - Defer West Side Ramps	$ (6.05)	Y	$ (6.05)	$ (6.05)	$ (6.05)
12	Build from the Middle	$ (2.06)	N	$ (2.06)	$ (2.06)	
13	Defer U-turns	$ (1.44)	Y	$ (1.44)	$ (1.44)	$ (1.44)
14	Develop Marketing Plan		Y			
15	Defer Frontage Roads I Rd to Anaya Rd	$ (2.58)	Y	$ (2.58)	$ (2.58)	$ (2.58)
	TOTAL			$ (21.36)	$ (32.70)	$ (23.73)

Notes:

a. VE Items 1 And 2 required further coordination with TxDOT for review and possible acceptance, and were therefore not included in Scenario 1 and 2 totals.

b. After reviewing VE Items 1 And 2 TxDOT recommended a blackbase pavement design whose cost is reflected in the Scenario 3 column above for a potential overweight corridor.

c. The VE team developed several recommendations that cannot be implemented concurrently (recommendations 1/2, 5/6, and 8/9/10).

Recommended By PMC

Recommendations for Value Engineering on SH 365

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
DANNENBAUM - PROGRAM MANAGER
1109 NOLANA LOOP, STE 208 McALLEN, TX 78504 (956)682-3577

SH 365 PH I
Value Engineering
Location Map

For Interim Review and Not Intended for Construction, Bidding, or Permit Purposes.

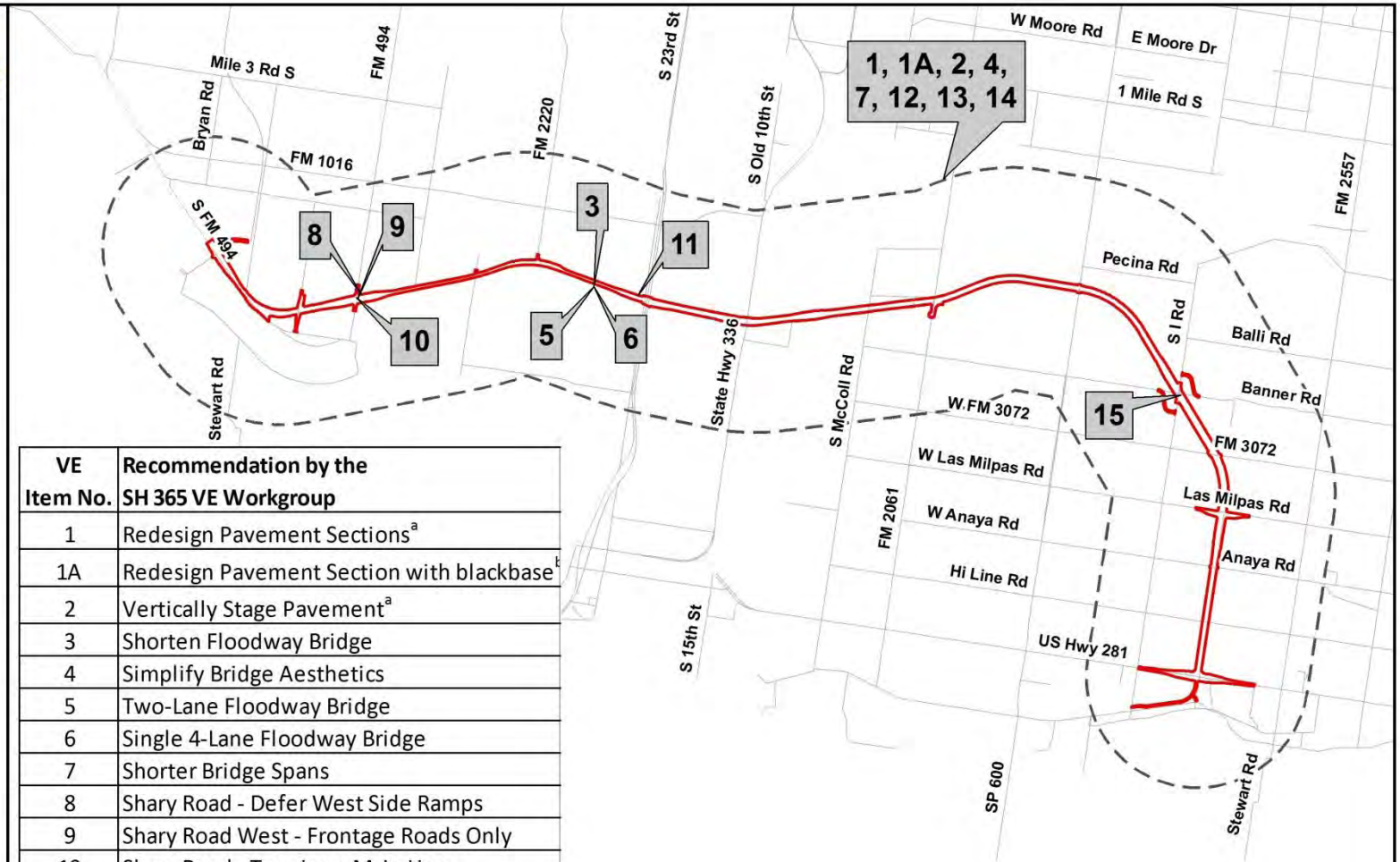
Legend

0030 SH 365 ROW PH I

Author:
E. DAVILA

Date Saved:
7/8/2013 6:54:52 PM

SCALE:
0 0.5 1 Miles



VE Item No.	Recommendation by the SH 365 VE Workgroup
1	Redesign Pavement Sections[a]
1A	Redesign Pavement Section with blackbase[b]
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15	Defer Frontage Roads I Rd to Anaya Rd

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Item 2A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2A**
PLANNING COMMITTEE		**DATE SUBMITTED**	**6/10/13**
FINANCE COMMITTEE		**MEETING DATE**	**6/19/13**
TECHNICAL COMMITTEE			

1. Agenda Item: **APPROVAL OF MINUTES FOR REGULAR MEETING HELD JUNE 19, 2013**

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

   Consideration and approval of minutes for the Hidalgo Count Regional Mobility Authority Board of Directors Regular Meeting held June 19, 2013.

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 June 19, 2013.**

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

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

8. Board Attorney's Recommendation: **X** Approved ___Disapproved ___None

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

STATE OF TEXAS
COUNTY OF HIDALGO
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

The Hidalgo County Regional Mobility Authority Board of Directors convened a Regular Meeting on **Wednesday, June 19, 2013**, at 5:30 pm at the Pharr City Hall, City Commission Chamber, 2nd Floor, 118 South Cage Boulevard, Pharr, Texas, with the following present:

Board Members:	Dennis Burleson, Chairman	HCRMA
	Michael G. Cano, Vice-Chairman	HCRMA
	Ricardo Perez, Secretary/Treasurer	HCRMA
	Forrest Runnels, Director	HCRMA
	Alonzo Cantu, Director	HCRMA
	Josue Reyes, Director	HCRMA
Absent	David Guerra, Director	HCRMA
Staff:	Pilar Rodriguez, Executive Director	HCRMA
	Flor E. Koll, Program Administrator	HCRMA
	Dan Rios, Legal Counsel	HCRMA
	Louis Jones, Program Manager	HCRMA

CALL TO ORDER FOR WORKSHOP

Chairman Burleson called the workshop to order.

1. Presentation of Value Engineering Study for State Highway 365 Project
   Louis Jones, Program Manager, provided a summary update on the fifteen (15) recommendations from the Value Engineering Study and response from TxDOT on the recommendations. Mr. Jones indicated that a formal recommendation will be presented to the Board of Directors at the July 2013 meeting. No action taken.

ADJOURNMENT OF WORKSHOP

CALL TO ORDER FOR REGULAR MEETING

Chairman Burleson called the regular meeting to order.

PUBLIC COMMENT

None

1. REPORTS

A. Update of SH 365 Project – Louis Jones, Program Manager
   Louis Jones, Program Manager, provided a summary update on the progress for the SH 365 Project. No action taken.

`

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

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

   A. Approval of Minutes for Regular Meeting held May 15, 2013 and Special Meeting held May 29, 2013.
   Approved the Minutes for Regular Meeting held May 15, 2013 and Special Meeting held May 29, 2013 as presented.

   B. Approval of Project Expense Report for the Period from May 8, 2013 to June 11, 2013.
   Approved the Project Expense Report for the Period from May 8, 2013 to June 11, 2013.

   C. Approval of Financial Report for April 2013.
   Approved the Financial Report for April 2013 as presented.

3. **REGULAR AGENDA**

   A. Resolution 2013-20 – Approval of Budget Amendment in the amount of $1,184,939 to fund a Value Engineering Study for the State Highway 365 Project, Schematic Design for US 281/Military Highway Overpass and a low level aerial flight and topographic survey for the International Border Trade Corridor.
   Motion by Alonzo Cantu, with a second by Forrest Runnels, to approve Resolution 2013-20 – Approval of a Budget Amendment in the amount of $1,184,939 to fund a Value Engineering Study for the State Highway 365 Project, Schematic Design for US 281/Military Highway Overpass and a low level aerial flight and topographic survey for the International Border Trade Corridor. Motion carried unanimously.

4. **CHAIRMAN'S REPORT**

   A. Update on the Texas 83rd Legislative Session – Rene Ramirez, Pathfinders.
   Chairman Burleson reported that Governor Perry called a Special Session for the Legislature. A report, which will include any action from the Special Session, will be given at the July 2013 meeting. No action taken.

5. **TABLED ITEMS**

   A. None

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

   The Board of Directors did not enter into Executive Session on any item(s).

   A. Consultation with Board Attorney and Financial Advisor on legal issues pertaining to financial options, including current obligations (Section 551.071 T.G.C.).
   No action taken.

`

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

ADJOURNMENT

There being no other business to come before the Board of Directors, the meeting was adjourned at 6:15 pm.

_____
Dennis Burleson, Chairman

Attest:

_____
Ricardo Perez, Secretary/Treasurer

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Item 2B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2B**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/17/13**
FINANCE COMMITTEE		**MEETING DATE**	**7/24/13**
TECHNICAL COMMITTEE			

1. Agenda Item: **APPROVAL OF PROJECT EXPENSE REPORT FOR PERIOD FROM JUNE 12, 2013 THROUGH JULY 15, 2013**

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

   Consideration and approval of project expense report for the period from June 12, 2013 to July 15, 2013.

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: Vehicle Registration Fund Balance after Expenses $3,841,502.40

General Account	$ 45,224.56
Loop Account	$570,024.08
Debt Service Account	$148,347.02
Total Project Expenses for Reporting Period	**$763,595.66**

5. Staff Recommendation**: Motion to approve the project expense report for the period from June 12, 2013 to July 15, 2013 as presented.**

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

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

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

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

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: July 17, 2013

Re: **Expense Report for the Period from June 12, 2013 to July 15, 2013**

Attached is the expense report for the period commencing on June 12, 2013 and ending on July 15, 2013.

Expenses for the General Account total $45,224.56, Loop Account total $570,024.08, and for the Debt Service Account total $148,347.02. The aggregate expense for the reporting period is $763,595.66.

Based on review by this office, **approval of expenses for the reporting period is recommended in the aggregate amount of $763,595.66**.

This leaves a balance in the Vehicle Registration Fund after expenses of $3,841,502.40.

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

EXPENSE REPORT

July 24, 2013

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

General Account - 280003536

		Make Check Payable to	Date	Memo:		Amount	Ck #
Salaries & Wages							
	16200.000	City of McAllen	4/14/2013	Payroll 12 5/07/13-6/9/13	$	9,906.27	
	16200.000	City of McAllen	6/26/2013	Payroll 13 6/10/13-6/23/13	$	10,858.60	
	16200.000	City of McAllen	7/15/2013	Admin Fees 24571&25446	$	238.00	
	16200.000	City of McAllen	7/10/2013	Payroll 14 6/24/13-7/7/13	$	9,724.56	
	16200.000	City of McAllen	7/17/2013	Adjustments Payroll 14	$	281.65	
Supplies							
	16620.000						
	17140.000						
Travel & Training							
	16660.000	A Fast Delivery	6/17/2013	20130002213	$	94.75	
	16660.000						
	16660.000						
Dues & Subscrpitions							
	16100.000	RGV Partnership	7/15/2013	1310 I-69 Unveiling	$	5,000.00	
Rental Contractual							
	17150.000	City of Pharr	7/1/2013	HC070113 - Lease for July	$	1,000.00	
	17150.000	Wells Fargo	6/28/2013	5000253838 6/25/13-7/24/13	$	330.02	
Professional Services							
	16070.000	Celia Gaona	6/17/2013	10005	$	3,600.00	
	17210.000	Pena Designs	6/29/2013	Invoice #13	$	150.00	
	17050.000	Salinas Allen Schmitt	7/15/2013	102393 June Services	$	850.00	
	17100.000	Tuggey Fernandez	7/10/2013	11322	$	110.00	ACH
	17310.000	First National Bank	6/30/2013	Visa Closing 6/30/2013	$	3,080.71	
					$	**45,224.56**	

Loop Account - 280003609

Engineering Services							
	28000.000	L&G Engineering	6/30/2013	11324487 SH365/Seg1/WA1	$	83,515.15	
	28000.000	S&B Infrastructure	6/27/2013	U1695.100-07 SH365/Seg2/WA1	$	35,770.27	ACH
	28000.000	Tedsi	6/24/2013	20131588 SH365/Seg3/WA2	$	100,378.38	
Surveying Services							
	28000.000						
	28000.000	Quintanilla, Headly & Assoc	7/1/2013	8298 SH365/Seg2/WA1/Sup1	$	49,953.75	
Environmental							
	28000.000	Atkins	7/8/2013	1171614 SH 365	$	8,868.00	ACH
	28000.000	Atkins					
Legal Services							
	27100.000	Dan Rios	7/9/2013	10536 5/9/13-7/9/13	$	2,250.00	
	27100.000	Tuggey Fernandez	7/10/2013	11310	$	2,090.00	ACH
Program Management							
	28000.000	Dannenbaum	7/8/2013	4652-01/20/XV	$	287,198.53	ACH
Acquisition Services							
Financial Services							
	28000.000	First Southwest					
	28000.000	First Southwest					
					$	**570,024.08**	

Debt Service - 280003862

47320.000	First National Bank		Loan # 1286007585	$	148,347.02	

Total **$ 763,595.66**

TRANSFERS

Loop	280003609	23000.000	Hidalgo County RMA	Reimbursement to General Acct	$	52,685.20
Vehicle	280003617	33000.000	Hidalgo County RMA	Transfer to Debt Service Acct	$	148,347.02

Recommend Approval/Pilar Rodriguez, E.D.

Date Approved

Ricardo Perez, Secretary/Treasurer

Dennis Burleson, Chairman

City of McAllen PAYROLL 12

Memorandum

To: Flor E. Koll

From: Abel Carbajal
Assistant Payroll Manager

Date: June 14, 2013

Re: Payroll for Pilar Rodriguez and Flor E. Koll

Please submit a check in the amount of $ 9,906.27 to the Finance Department. This is to cover the following: payroll from 5/27/2013 through 6/9/2013

The following is a breakdown:

RA	Salary	8,404.01
RB	Overtime	0.00
RC		
RD	FICA	629.21
RE	TMRS	529.45
RF	TWC	0.00
RG	Group Term Life Ins	7.92
RH	Health Insurance Emp plus Fam	335.68
RI	Workers Compensation	0.00
	Total amount invoiced for:	$ 9,906.27

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

Thank you.

City of McAllen

Payroll 13

Memorandum

To: Flor E. Koll

From: Abel Carbajal
Assistant Payroll Manager

Date: June 26, 2013

Re: Payroll for Pilar Rodriguez and Flor E. Koll

Please submit a check in the amount of $ 10,858.60 to the Finance Department. This is to cover the following: payroll from 6/10/2013 through 6/23/2013

The following is a breakdown:

RA	Salary	9,346.67
RB	Overtime	0.00
RC		
RD	FICA	702.01
RE	TMRS	588.84
RF	TWC	0.00
RG	Group Term Life Ins	7.92
RH	Health Insurance Emp plus Fam	213.16
RI	Workers Compensation	0.00
	Total amount invoiced for:	$ 10,858.60

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

Thank you.

STATEMENT

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

(956) 681-1400 Ext. 0000

Account:	38883
Date:	7/15/2013

Amount Paid:

Customer No.: 38883
TYPE: AGENCY ADMIN

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FLOR KOLL
ATTN: FLOR KOLL
118 S CAGE BLVD 4TH FLOOR
PHARR TX 78577

Document No.	Date	Code	Description	Amount	Balance
000024571	6/17/2013	SLS	Sales / Invoices	$119.00	$119.00
000025446	7/15/2013	SLS	Sales / Invoices	$119.00	$238.00

Current	31 - 60 Days	61 - 90 Days	91 and Over
$238.00	$0.00	$0.00	$0.00

Amount Due:	$238.00

Codes. SLS = Sales / Invoices FIN = Finance Charges CR = Credit Memos
DR = Debit Memos PMT = Payments RTN = Returns
BBF = Beginning Balance

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 7/15/2013
CUSTOMER NO: 38883

NAME: HIDALGO COUNTY REGIONAL MOBILITY A
TYPE: AGENCY ADMIN

REMIT AND MAKE CHECK PAYABLE TO:
City of McAllen
P O BOX 220
MCALLEN TX 78505-0220

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
ATTN: FLOR KOLL
118 S CAGE BLVD 4TH FLOOR
PHARR TX 78577
TOTAL DUE: $238.00

Regional Mobility Authority PRE-BILL AGENCYACCOUNT												
EMPLOYEE NAME	STATUS	HEALTH	DENTAL		VISION	BASIC	SUPP LIFE	LTD	STD	ADMIN FEES (38883)		
Rodriguez, Pilar	FT	Family	PAYROLL DEDUCTED									$ 59.50
Koll, Flor	FT	Self	PAYROLL DEDUCTED									$ 59.50
TOTALS			$ -		$ -		$ -	$ -	$ -			$ 119.00

City of McAllen

PAYROLL 14

Memorandum

To: Flor E. Koll

From: Abel Carbajal
Assistant Payroll Manager

Date: July 10, 2013

Re: Payroll for Pilar Rodriguez and Flor E. Koll

Please submit a check in the amount of $ 9,724.56 to the Finance Department. This is to cover the following: payroll from 6/24/2013 through 7/7/2013

The following is a breakdown:

RA	Salary	8,245.13
RB	Overtime	0.00
RC		
RD	FICA	616.39
RE	TMRS	519.44
RF	TWC	0.00
RG	Group Term Life Ins	7.92
RH	Health Insurance Emp plus Fam	335.68
RI	Workers Compensation	0.00
	Total amount invoiced for:	$ 9,724.56

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

Thank you.

City of McAllen Adjustments for Payroll 14

Memorandum

To: Flor E. Koll

From: Abel Carbajal
Assistant Payroll Manager

Date: July 17, 2013

Re: Payroll for Pilar Rodriguez and Flor E. Koll

Please submit a check in the amount of $ 281.65 to the Finance Department. This is to cover the following: payroll from 6/24/2013 through 7/7/2013

The following is a breakdown:

RA	Salary	247.17
RB	Overtime	0.00
RC		
RD	FICA	18.91
RE	TMRS	15.57
RF	TWC	0.00
RG	Group Term Life Ins	0.00
RH	Health Insurance Emp plus Fam	0.00
RI	Workers Compensation	0.00
	Total amount invoiced for:	$ 281.65

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

Thank you.

Inv #2013002213 INVOICE 6/17/2013

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

A FAST DELIVERY HAS NOW BECOME A FAST DELIVERY LLC AND OUR NEW FEDERAL IDENTIFICATION NUMBER IS 27-1584703 AS OF 01/01/10 .

HCRMA
118 S CAGE
PHARR, TX 78577

This Invoice includes Completed Jobs delivered on or before 6/15/2013.

ITEMIZED LISTING

JobNumber	Priority	Legs	Drop Date	Requestor	Reference	Amount Due
2013014667	**REGULAR**		**6/5/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	DANNEN BAUM ENGINEERING - 1109 NOLANA LOOP STE 208 - MCALLEN, TX 78501					
Released:	6/5/2013 10:00 am	Dropped Off: 6/5/2013 11:20 am				
2013015528	**REGULAR**		**6/14/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	EIA PROPERTIES - 506 E CANTON - EDINBURG, TX					
Released:	6/14/2013 8:51 am	Dropped Off: 6/14/2013 11:48 am				
2013015529	**REGULAR**		**6/14/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO JUDGE RAMON GARCIA - 302 W UNIVERSITY - EDINBURG, TX 78539					
Released:	6/14/2013 8:51 am	Dropped Off: 6/14/2013 12:09 pm				
2013015531	**REGULAR**		**6/14/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT4 JOSEPH PALACIO - 1051 N DOOLITTLE - EDINBURG, TX					
Released:	6/14/2013 8:52 am	Dropped Off: 6/14/2013 11:57 am				
2013015532	**REGULAR**		**6/14/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	LINEBARGER GOGGENS BLAIR & SAM - 205 S PIN OAK AVE - EDINBURG, TX 78539					
Released:	6/14/2013 8:53 am	Dropped Off: 6/14/2013 12:16 pm				
2013015533	**REGULAR**		**6/14/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	CANTU CONSTRUCTION - 5221 N MCCOLL - MCALLEN, TX					
Released:	6/14/2013 8:54 am	Dropped Off: 6/14/2013 10:52 am				
2013015534	**REGULAR**		**6/14/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	IBC BANK - 1 S BROADWAY - MCALLEN, TX 78501					
Released:	6/14/2013 8:54 am	Dropped Off: 6/14/2013 10:20 am				
2013015535	**REGULAR**		**6/14/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	DANNEN BAUM ENGINEERING - 1109 NOLANA LOOP STE 208 - MCALLEN, TX 78501					
Released:	6/14/2013 8:54 am	Dropped Off: 6/14/2013 11:10 am				
2013015536	**REGULAR**		**6/14/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	LAW OFFICE OF DANIEL RIOS - 323 NOLANA - MCALLEN, TX					
Released:	6/14/2013 8:54 am	Dropped Off: 6/14/2013 11:00 am				

JobNumber	Priority	Legs	Drop Date	Requestor	Reference	Amount Due
2013015537	**REGULAR**		**6/14/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	TEXAS DEPT OF TRANSPORTATION - 600 W EXPWY 83 - PHARR, TX 78577					
Released:	6/14/2013 8:55 am	Dropped Off: 6/14/2013 10:21 am				
2013015538	**REGULAR**		**6/14/2013**	**SG/FLOR**		**$6.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT2 TITO PALACIOS - 300 HALL ACRES - PHARR, TX					
Released:	6/14/2013 8:55 am	Dropped Off: 6/14/2013 10:42 am				
2013015539	**REGULAR**		**6/14/2013**	**SG/FLOR**		**$7.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT3 JOE FLORES - 724 N BREYFOGAL - MISSION, TX 78572					
Released:	6/14/2013 8:55 am	Dropped Off: 6/14/2013 11:14 am				
2013015540	**REGULAR**		**6/14/2013**	**SG/FLOR**		**$7.50**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	RIO BANK - 495 BENTSON RD - MISSION, TX					
Released:	6/14/2013 8:56 am	Dropped Off: 6/14/2013 11:10 am				
2013015541	**REGULAR**		**6/14/2013**	**SG/FLOR**		**$8.25**
From:	HCRMA - 118 S CAGE 4TH FLOOR - PHARR, TX					
To:	HIDALGO CO PCT 1 - 1902 JOE STEPHENS - JOEL QUINTANILLA - WESLACO, TX 78596					
Released:	6/14/2013 8:56 am	Dropped Off: 6/14/2013 1:30 pm				

Number of Jobs: 14

Total Charges:	**$94.75**
Total Credits:	**$0.00**
Amount Due:	**$94.75**

Rio Grande Valley Partnership
P.O. Box 1499
Weslaco, TX 78599

Invoice

Date	P.O. No.	Invoice #
7/15/2013		1310

Bill To
Hidalgo County RMA **P.O. Box 1766** **Pharr, Texas 78577**

Terms
Net 30

Description	Amount
I-69 Unveiling Celebration - July 15th	5,000.00
The Rio Grande Valley Chamber of Commerce, Inc. is a recognized 501(c)(6) organization. Payment of membership dues is deductible for most chamber members as an ordinary and necessary business expense. Contributions or gifts to the chamber are not deductible as charitable contributions for federal income tax purposes.	

Total **$5,000.00**

Please make checks payable to Rio Grande Valley Partnership.
If you have any questions concerning this invoice, please call Febe Zepeda at (956) 968-3141.

Rio Grande Valley Partnership
Rio Grande Valley Chamber of Commerce
"One Region, One Voice"

WELLS FARGO

FLOR KOLL
HIDALGO COUNTY OF
PO BOX 1766
PHARR TX 78577-1633

Customer Service

Hours of operation
M - F, 7am - 6pm Central Time

Telephone
866-497-6661

Payments
PO Box 6434
Carol Stream, IL 60197-6434

Fax
888-241-4382

Correspondence
Leasing Customer Service
MAC F4031-050
800 Walnut Street
Des Moines, IA 50309-3605

Federal Tax ID#
42-1074725

Please have your Federal Tax ID available when contacting us.

Invoice

Summary

Account number	603-0115570-001
Invoice number	5000253838
Due date	07/25/13
Invoice date	06/28/13
Current period covered	06/25/13 - 07/24/13
Total due	$330.02

Last payment $330.02
posted on 06/23/13.

Account number	Asset description	Item description	Amount	Tax	Item total	Due date	Subtotal
603-0115570-001	XEROX COPIER Model WC7545P SN XKP540379	Lease Payment	330.02		330.02	07/25/13	$330.02
					Total: 603-0115570-001		$330.02

004093/000371 ACQEYY S1-ET-M1-C002 1

Detach and return the bottom remittance portion with your payment in the enclosed envelope. Include invoice number on check. WFF14CF

Account number 603-0115570-001
Invoice number 5000253838

Due date 07/25/13
Invoice date 06/28/13

Total due $330.02

Wells Fargo Financial Leasing
PO Box 6434
Carol Stream, IL 60197-6434

Amount enclosed $ 330.02

☐ Check here and see reverse side for billing address and/or asset address change.

Please make check payable to Wells Fargo Financial Leasing

1MB 00182/004093/000371 0014 2 ACQEYY

FLOR KOLL
HIDALGO COUNTY OF
PO BOX 1766
PHARR TX 78577-1633

WELLS FARGO FINANCIAL LEASING
PO BOX 6434
CAROL STREAM IL 60197-6434

00113436282756035000253838620130725000000330029

INVOICE

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

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

DATE: JULY 1, 2013

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

CONTACT PERSON	PAST DUE	CURRENT	AMOUNT TO PAY	DUE DATE	INVOICE NUMBER
Lizette Gomez		$ 1,000.00	$ 1,000.00	7/15/13	HC070113

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
1		Rent for Office and Public Meeting Space- JULY 2013	$ 1,000.00		$ 1,000.00
			TOTAL DISCOUNT	0.00	0.00
				SUBTOTAL	$ 1,000.00
				SALES TAX	0.00
				TOTAL	$ 1,000.00

Make all checks payable to: City of Pharr

THANK YOU!

INVOICE

FROM Celia Gaona
1307 N. Glasscock
Mission, TX 78572
(210) 771-3775

TO Pilar Rodriguez, PE
Executive Director
Hidalgo County Regional Mobility Authority
118 S. Cage Rd, Pharr, TEXAS 78577
(956) 402-4762

Invoice No. 10005
Invoice Date June 17, 2013

Description	Unit Price	Quantity	Amount
Services to perform Internal Control Systems, Policies and Procedures Review	$3,600.00	1	$3,600.00

Total $3,600.00

Pay ONLY

7/3/2013

GEN. ACCOUNT # 280003536

Billed in accordance with the proposal agreement dated May 16, 2013.

Peña Designs
P.O. Box 9572
Huntsville, TX 77340
Phone (956) 655-9790
penadesigns@gmail.com

INVOICE

Invoice #13
Date: June 29, 2013

TO:
Hidalgo County Regional Mobility Authority
P.O. Box 1766
Pharr, TX 78577

FOR:
Website Maintenance

SERVICES	AMOUNT
June 1-30, 2013 10 hours total for website maintenance – 10 hours at $15.00 per hour	$150.00
TOTAL DUE	$150.00

Make all checks payable to **Peña Designs**
Payment is due within 30 days.
If you have any questions concerning this invoice, contact
Eric Peña
(956)655-9790
penadesigns@gmail.com

Thank you for your business!

SALINAS, ALLEN & SCHMITT, LLP

Certified Public Accountants ◆ Business and Tax Consultants

ID: 108066

Invoice: 102393

Date: 07/15/2013

Due Date: 07/22/2013

Hidalgo County Regional Mobility Authority

P. O. Box 1766

Pharr, TX 78577

For professional service rendered as follows:

Monthly bookkeeping in June, 2013.	850.00
Billed Time & Expenses	$850.00
Invoice Total	$850.00

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

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

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

July 10, 2013

Mr. Pilar Rodriguez
Executive Director
Hidalgo County Regional Mobility Authority
P.O. Box 1766
Pharr, Texas 78577

Re: Legal Services

Dear Mr. Rodriguez: Pilar

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

Enclosed you will find our invoices for legal services rendered and disbursements incurred on your behalf through June 30, 2013. Separate invoices for your general matters ($110.00) and project matters ($2,090.00) are attached.

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

Very truly yours,

Blakely L. Fernandez

Thank you!

Enclosure
copy: File
cc: Flor Koll via email fkoll@hcrma.net

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
2013 PAYMENT SUMMARY

First National Bank - Visa
Authorized cardholder - Flor E. Koll
Account #### #### #### 8954

	Credit Card Statement						
Closing Date	1/31/2013	2/28/2013	3/31/2013	4/30/2013	5/31/2013	6/30/2013	Total Paid to Date
Monthly Billing	$328.93	$3,452.82	$1,688.83	$1,277.52	$1,317.98	$3,080.71	$11,146.79
						$3,080.71	
						Amount Approved for Payment	

Approved for Payment
Pilar Rodriguez
Executive Director

7/10/2013
Date

FLOR E KOLL
H C R M A

FIRST NATIONAL BANK

VISA

Account Number:	#### #### #### 8954
Closing Date:	06/30/13
Credit Limit:	$5,000.00
Available Credit:	$1,919.29
Cash Advance Limit:	$2,500.00
Cash Advance Available:	$1,919.29

Account Inquiries

Customer Service: (866) 809-8409
Lost or Stolen Card: (866) 809-8412

Please Direct Written Inquiries to:
CUSTOMER SERVICE
PO BOX 30495
TAMPA , FL 33630-3495

To pay on-line:
www.webfnb.com

Account Summary

Previous Balance	$	1,317.98
Purchases	+	3,055.01
Cash	+	0.00
Special	+	0.00
Credits	-	0.00
Payments	-	1,317.98 -
Other Debits	+	0.00
Finance Charges	+	25.70
NEW BALANCE	$	3,080.71

Scorecard
Bonus Points Available 17,126

1 2 1
7/10/2013
PAY ONLY

Payment Information

Total Minimum Payment Due $118.70
Payment Due Date 07/25/13

Minimum Payment	$	93.00
Over limit / Fees	$	25.70

Mail Payments to: FIRST NATIONAL BANK PO BOX 31021 TAMPA FL 33631-3021

Important News

SCOREMORE ALLOWS YOU TO EARN 2X,3X,4X OR MORE ADDITIONAL BONUS POINTS USING YOUR SCORECARD REWARDS CARD WHEN SHOPPING AT PARTICIPATING RETAILERS ONLINE AND IN-STORE. SHOP AT YOUR FAVORITES LIKE MACYS.COM, TARGET.COM, PIER ONE AND BANANA REPUBLIC TO SCOREMORE! VIEW ALL PARTICIPATING RETAILERS AT WWW.SCORECARDREWARDS.COM TODAY!

Account Activity Since Your Last Statement

Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
05/30	06/02	BUS003	24473013151900015121246	CITY OF MCALLEN T01 OF 01 956-6883400 TX	$ 950.00
06/07	06/09	BUS003	24692163158000703220953	VZWRLSS*PRPAY AUTOPAY 888-294-6804 CA	20.00
06/06	06/11	BUS003	24013393161000639375921	MCALLEN CONV CTR CATER MCALLEN TX	1,139.84
06/12	06/13	BUS003	24164073163091008011547	TARGET 00008243 MCALLEN TX	65.25
06/12	06/13	BUS003	24164073163091008011646	TARGET 00008243 MCALLEN TX	91.99
06/12	06/14	BUS003	24445743164100418796924	OFFICE DEPOT #161 MCALLEN TX	90.91
06/14	06/16	BUS003	24445743166100415422746	OFFICE DEPOT #161 MCALLEN TX	55.61
06/13	06/16	BUS003	24445743165100443527053	OFFICE DEPOT #161 MCALLEN TX	47.45
06/17	06/18	BUS003	24224433169102000402275	TX BD ENG LIC RENE 512-440-7723 TX	235.00
06/24	06/25	BUS003	24164073175418184863241	USPS 48702500834822486 PHARR TX	120.52
06/25	06/27	BUS003	24472683177952305637697	NATIONAL PEN 800-3477367 CA	192.20
06/27	06/28	BUS003	24164073178418134872638	USPS 48702500834822486 PHARR TX	46.24
			Payments, Adjustments and Others		
06/26	06/26		74447363177001370140991	PAYMENT - THANK YOU	1,317.98 -

PLEASE DETACH COUPON AND RETURN PAYMENT USING THE ENCLOSED ENVELOPE - ALLOW 5 DAYS FOR MAIL DELIVERY

FIRST NATIONAL BANK
PO BOX 2049
EDINBURG TX 78540-2049

FIRST NATIONAL BANK

Account Number
8954

Check box to indicate name/address change on back of this coupon ☐

AMOUNT OF PAYMENT ENCLOSED

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
06/30/13	$3,080.71	$118.70	07/25/13

$

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

24254

MAKE CHECK PAYABLE TO:

FIRST NATIONAL BANK
PO BOX 31021
TAMPA FL 33631-3021

21 4447 3600 0000 8954 00011870 00308071 2

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PAYMENT SUMMARY

L&G Engineering - SH 365 Segment 1 - FM 1016 to McColl Road
$5,887,542.43 Maximum payable fee

Maximum fee minus approved WA $4,577,810.89

		Invoice Date											WA	WA
	Approved WA Amount	5/25/2012	7/5/2012	8/1/2012	9/4/2012	10/3/2012	10/31/2012	11/30/2012	12/31/2012	1/31/2013	2/28/2013	3/31/2013	Total Billed	Balance
WA#1	$998,837.67	$111,770.62	$114,043.63	$110,921.36	$108,063.46	$114,434.74		$47,242.33	$31,200.52	$35,448.02	$41,622.86	$37,737.61	$752,485.15	$246,352.52
Supp#1	$310,893.87						$102,011.62	$58,549.48	$40,718.83	$13,102.79	$15,462.88	$13,220.34	$243,065.94	$67,827.93
	$1,309,731.54												$995,551.09	$314,180.45

		Invoice Date			WA	WA
	Approved WA Amount	4/30/2013	5/30/2013	6/30/2013	Total Billed	Balance
WA#1	$998,837.67	$43,725.40	$44,978.07	$63,353.20	$904,541.82	$94,295.85
Supp#1	$310,893.87	$16,130.53	$7,451.25	$20,161.95	$286,809.67	$24,084.20
	$1,309,731.54			**$83,515.15**	$1,191,351.49	$118,380.05

Amount Approved for Payment

Approved for Payment

7/18/2013
Date

Loop Account # 280003609

Prepared by:
P. Rodriguez, PE
Tx PE #85,567
7/18/2013

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

JUL 2013
DANNENBAUM ENGINEERING

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	June 2013
Contractor	L&G Consulting Engineers Inc
Project/WA	SH365/Seg1/WA#1
Invoice #	11324487
Amount	$83,515.15
Date Sent	07/07/2013

Date Received	
Received by	

Recommendation: [X] Approval [ ] Disapproval

Comments (if any):

Approved for Payment
7/18/2013

Louis H Jones. C.L.
Louis Jones, HCRMA Program Manager

7/18/13
Date

Please return this form via email to fkoll@hcrma.net

L&G Engineering
Transportation Consultants

July 3, 2013

Mr. Pilar Rodriguez, P.E. – Executive Director HCRMA
Attn: Mr. Louis Jones, P.E. – Program Manager HCRMA
Hidalgo County Regional Mobility Authority
118 S. Cage Blvd., 4th Floor
Pharr, Texas 78577

RE: Work Authorization #1 on SH365 Segment #1 - Invoice #11324487

Dear Mr. Jones,

Attached for your review and approval is our invoice for the services rendered during the month of June 2013 on the subject referenced project. The below referenced work product deliverables have been electronically uploaded to the PM's FTP site in a folder named "L&G Upload 7-3-13".

The following is attached:

- L & G's Invoice #11324487
- CD w/ Electronic Files of:
  - SH365 Schematic (merged .dgn & .pdf format)
  - Correspondence w/ Hunts
  - Utilities
    - Draft Utility Exposure Contractor Agreement Letter
    - Standard Guideline for the Collection & Depiction of Existing Subsurface Utility Data
    - Utility Spreadsheet – Summary Table (Updated)
    - Utility Reference .dgn file
  - Drainage
    - 90% H&H Report

TASK		% COMPL
TASK #1 – Value Engineering Participation	**L&G**	**100%**
No Update – (See Progress Report Dated 6-5-13)		
TASK #2 – Schematics (4 Lane Facility) (Original Contract & Supplemental #1)	**L&G**	**95%**
Updated – L&G has evaluated the impact that the findings of the VE study will have on the schematic if the HCRMA Board adopts the recommendations. L&G continues to quantify the impact to the existing schematic in accordance with the recommendations from the VE study. The attached file titled "SH365 Schematic (merged .dgn & .pdf format)" has the latest files in both microstation and adobe format for the HCRMA's PM's files.		
TASK #3 – Public Involvement (Original Contract & Supplemental #1)	**L&G**	**100%**
Updated – A meeting was held with Hunt Development, Halff, DEC, HCRMA &		

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

L&G to discuss their project concerns. L&G provided a comment specific / detailed response to their correspondence (see attached folder titled "Correspondence w/ Hunts"). All of the public meetings under this contract have been completed. This task is complete.		
TASK #5 – Pavement Design (Entire Project Limits)	L&G	90%
No Update – (See Progress Report Dated 6-5-13)		
TASK #6 – Special Coordination & Tasks (Original Contract & Supplemental #1)	L&G	100%
Updated – In accordance with the scope of services of our existing WA & Supplemental, all of the special coordination, meetings and preliminary design information has been finalized. This task is complete.		
TASK #7 – Geotechnical Drilling & Testing (Original Contract & Supplemental #1)	L&G Lab	85%
No Update – (See Progress Report Dated 1-4-13)		
TASK #8 – Route & Design Studies (Original Contract & Supplemental #1)	L&G	100%
Updated – In accordance with the scope of services of our existing WA & Supplemental, all of the Route and Design Studies component of this project has been finalized. None of the VE recommendations affected the Route and/or Alignment of the proposed schematic. This task is complete.		
TASK #9 – Utility Adjustments (Original Contract & Supplemental #1)	L&G	95%
Updated – L&G continues the coordination with the Utility Companies regarding their possible conflicts with the proposed alignment. L&G had a meeting with the PM to go over the reimbursement request received by the Utility Companies and as recommended by the PM, L&G has prepared and submitted to the PM for their review and approval the Utility Exposure Contractor Agreement Letter. Once the letter receives concurrence from the PM we will send it to all Utility Companies that have requested reimbursement for the performance of the exposures for their concurrence. L&G has received the .dgn file with the Mission Pipeline LLP exposures from the PM to update the Utility Reference .dgn file. The attached file titled "Utilities" has the latest files related to the utility component of this project.		
TASK #10 – Field Survey (Original Contract & Supplemental #1)	L&G	75%
No Update – (See Progress Report Dated 6-5-13)		
FC161 – Drainage (Original Contract & Supplemental #1)	L&G	90%
Updated – L&G has researched the FEMA Flood Zone areas along the proposed alignment and added a layout to illustrate these zones. A Digital Elevation layout was also created to show the contrast in elevations along the project and to reinforce		

drainage area delineation. L&G has created individual outfall location exhibits. A complete unit-hydrograph analysis and report for Drainage Area #8 is included in the H&H report along with a 100 yr flood elevation, a critical component in the SH 365 vertical alignment. The attached file titled "Drainage" has a copy of the latest drainage report for this project.		

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

Sincerely,

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

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

INVOICE#: 11324487
INVOICE DATE: 6/30/2013

BILL TO:
Hidalgo County RMA
118 S. Cage Blvd, 4th Floor
Pharr, TX 78577

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

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of June 2013.						
Task 1 - Value Eng Participation	20,521.20	20,521.20		20,521.20	100.0	
Task 2 - 2 Schematics	310,479.89	279,431.90	15,524.00	294,955.90	95.0	15,523.99
Task 3 - Public Involement	15,209.14	13,688.23	1,520.91	15,209.14	100.0	-
Task 4 - ROW Coordination	21,998.73			0.00	0.0	21,998.73
Task 5 - Pavement Design	29,831.96	26,848.76		26,848.76	90.0	2,983.20
Task 6 - Special Coordination	64,970.12	55,224.60	9,745.52	64,970.12	100.0	-
Task 7 - Geo Laboratory/Sub	50,000.00	42,500.00		42,500.00	85.0	7,500.00
Task 8 - Route & Design Studies	44,871.07	40,383.96	4,487.11	44,871.07	100.0	-
Task 9 - Utility Adjustment	175,523.69	157,971.32	8,776.19	166,747.51	95.0	8,776.18
Task 10- Field Survey	24,297.10	18,222.83		18,222.83	75.0	6,074.27
FC 161 - Drainage	232,994.77	186,395.82	23,299.47	209,695.29	90.0	23,299.48
Direct Expenses	8,140.00			0.00	0.0	8,140.00
TOTALS:	998,837.67	841,188.62	63,353.20	904,541.82	90.6	94,295.85
Supplemental #1 to Work Authorization #1						
Task 2 - 2 Schematics	100,202.09	90,181.88	5,010.11	95,191.99	95.0	5,010.10
Task 3 - Public Involement	6,399.68	5,759.71	639.97	6,399.68	100.0	-
Task 4 - ROW Coordination	1,964.17			0.00	0.0	1,964.17
Task 6 - Special Coordination	9,155.39	7,782.08	1,373.31	9,155.39	100.0	-
Task 7 - Geo Laboratory/Sub	20,000.00	17,000.00		17,000.00	85.0	3,000.00
Task 8 - Route & Design Studies	12,940.08	11,646.07	1,294.01	12,940.08	100.0	-
Task 9 - Utility Adjustment	65,450.90	58,905.81	3,272.55	62,178.36	95.0	3,272.54
Task 10- Field Survey	9,061.58	6,796.19		6,796.19	75.0	2,265.39
FC 161 - Drainage	85,719.98	68,575.98	8,572.00	77,147.98	90.0	8,572.00
TOTALS:	310,893.87	266,647.72	20,161.95	286,809.67	92.3	24,084.20
GRAND TOTAL:	1,309,731.54	1,107,836.34	83,515.15	1,191,351.49	91.0	118,380.05

ORIGINAL CONTRACT SUM	$	998,837.67
CHANGE BY CHANGE ORDER	$	310,893.87
CONTRACT SUM TO DATE	$	1,309,731.54
TOTAL COMPLETED TO DATE	$	1,191,351.49
LESS PREVIOUS INVOICES	$	1,107,836.34
CURRENT PAYMENT DUE	$	83,515.15

Behrooz Badrnejima
PROJECT MANAGER'S SIGNATURE

7/18/2013

Loop Account # 280003609

Pay Only

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PAYMENT SUMMARY

S&B Infrastructure - SH 365 Segment 2 - McColl Road to US 281/Military Highway
$4,363,952.51 Maximum payable fee

Maximum fee minus approved WA $3,476,665.00

		Invoice Date							WA	WA
	Approved WA Amount	8/29/2012	10/3/2012	12/6/2012	1/29/2013	3/19/2013	5/15/2013	6/27/2013	Total Billed	Balance
WA#1	$887,287.51	$167,442.06	$74,917.69	$108,098.03	$88,228.68	$47,434.99	$173,602.23	$35,770.27	$695,493.95	$191,793.56
								$35,770.27		
								Amount Approved for Payment		

P. R
Approved for Payment

7/18/2013
Date

Loop Account # 280003609

Prepared by:
P. Rodriguez, PE
Tx PE #85,567
7/18/2013

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

JUL 2013
DANNENBAUM ENGINEERING

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	5/22/13-6/22/13
Contractor	S&B Infrastructure, LTD
Project/WA	SH365/Seg 2/WA#1
Invoice #	U1695.100-07
Amount	$35,770.27
Date Sent	07/07/2013

Date Received	
Received by	

Recommendation: [X] Approval [ ] Disapproval

Comments (if any):

Approved for Payment
7/18/2013

Louis H. Jones - C.L.
Louis Jones, HCRMA Program Manager

7/18/13
Date

Please return this form via email to fkoll@hcrma.net

S&B INFRASTRUCTURE, LTD.

INVOICE

June 27, 2013

Regional Mobility Authority
Hidalgo County RMA
PO Box 1766
Pharr, TX 78577

Attention: Flor E. Koll

Project Description: SH365/TCC Modified Segment 2

WORK AUTHORIZATION NO. 1 AMOUNT: $887,287.51 TYPE: LS

Invoice No.: **U1695.100-07**

Invoice Period: 05/12/13 through 06/22/13

WORK AUTHORIZATION NO. 1 AMOUNT: $887,287.51 TYPE: LS

FUNCTION CODE		AUTHORIZED LIMIT	PERCENT COMPLETE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT THIS INVOICE
PS&E						
110	Rte Study	251,248.08	87.37%	219,522.13	190,739.93	28,782.20
120	ENV/PE	25,675.44	100.00%	25,675.44	25,675.44	0.00
130	Row/Utility	133,030.69	74.49%	99,097.06	99,097.06	-
161	H&H	377,193.88	75.67%	285,415.86	285,415.86	-
162	Sign/Pavmt	10,260.43	90.00%	9,234.39	9,234.39	-
? 163	misc	17,419.93	64.00%	11,148.34	11,148.34	-
164		72,459.06	62.66%	45,400.73	38,412.66	6,988.07
		887,287.51 ✓		695,493.95 ✓	659,723.68 ✓	35,770.27

AMOUNT DUE THIS INVOICE: **$ 35,770.27**

Pay Only

7/18/2013

Loop Account #
280003609

3535 Sage Road • Houston, Texas 77056 • 713.845.5401 • Fax 713.993.9301

S&B INFRASTRUCTURE, LTD.

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

S & B INFRASTRUCTURE, LTD.

Daniel O. Rios, P.E., Senior Vice President
Project Manager

IN ACCORDANCE WITH OUR CONTRACT,
PLEASE REMIT: **$35,770.27**

S & B INFRASTRUCTURE, LTD.
JP MORGAN CHASE BANK
ABA/ROUTING NUMBER 111000614
BANK ACCOUNT # 22900007104

Payment Due: July 27, 2013

PROJECT: SH 365 PS&E
CLIENT: Hidalgo County RMA
CONTRACT:
CSJ:
COUNTY: Hidalgo County
S & B JOB NO.: U1695

BILL THRU: 6/22/2013
WORK AUTHORIZATION # 1

FUNCTION CODE	DESCRIPTION from Exhibit "B"	FIRM	PERCENT COMPLETE	ESTIMATED FEE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
	LABOR						
110	ROUTE AND DESIGN STUDIES	S&BI	100%	$34,273.84	$34,273.84	$32,560.15	$1,713.69
	Route Location Studies (Dicker Road to US 281)	S&BI	100%	$464.72	$464.72	$464.72	$0.00
	Develop Roadway Design Criteria	S&BI	95%	$7,203.04	$6,842.89	$6,842.89	$0.00
	Preliminary Cost Estimates	S&BI	90%	$133,319.20	$119,987.28	$119,987.28	$0.00
	Design Schematic (Mcoll Road to US 281)	S&BI	80%	$27,447.44	$21,957.95	$21,957.95	$0.00
	Preliminary ROW Requirements based on Cross Sections	S&BI	100%	$5,403.80	$5,403.80	$5,403.80	$0.00
	Design Concept Conference	S&BI	100%	$1,731.08	$1,731.08	$1,731.08	$0.00
	Assist in preparation and review Design Concept Conference Meeting Notes & DSR						
	Value Engineering Study	S&BI	100%	$3,921.10	$3,921.10	$0.00	$3,921.10
	Development of project drivers, constraints, decisions and commitments	S&BI	100%	$3,921.10	$3,921.10	$0.00	$3,921.10
	Development of functional areas, brain storming of ideas to be considered	S&BI	100%	$3,921.10	$3,921.10	$0.00	$3,921.10
	Development of advantages and disadvantages for each functional area	S&BI	100%	$3,921.10	$3,921.10	$0.00	$3,921.10
	Presentation of findings and development of report	UCE	100%	$7,800.00	$7,800.00	$0.00	$7,800.00
	Attendance of study	S&BI	30%	$17,920.56	$5,376.17	$1,792.06	$3,584.11
	Relocation of Floodway Levee Analysis						
	Sub Total (F.C. 110-Route and Design Studies)			$251,248.08	$219,522.13	$190,739.93	$28,782.20
120	SOCIAL, ECONOMIC, AND ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT						
	General FC 120 Categories	S&BI	100%	$13,592.88	$13,592.88	$13,592.88	$0.00
	Assist PM for 2 Public Meetings	S&BI	100%	$3,020.64	$3,020.64	$3,020.64	$0.00
	Attend 2 Public Meetings	S&BI	100%	$9,061.92	$9,061.92	$9,061.92	$0.00
	Attend and Assist at stakeholders meetings						
	Sub Total (F.C. 120) Labor			$25,675.44	$25,675.44	$25,675.44	$0.00
130	RIGHT-OF-WAY DATA						
	3	S&BI	90%	$20,679.84	$18,611.86	$18,611.86	$0.00
	Oversight of Subcontractor	SEA		$22,922.85	$0.00	$0.00	$0.00
	Special Utility Details (Water & Sanitary Sewer)						
	Utility Adjustments-Evaluate Conflicts & preliminary drawings for Agreements (See DOS man-hours for breakdown	DOS	90%	$89,428.00	$80,485.20	$80,485.20	$0.00
	Sub Total (F.C. 130) Labor			$133,030.69	$99,097.06	$99,097.06	$0.00
161	DRAINAGE	S&BI	100%	$15,626.48	$15,626.48	$15,626.48	$0.00
	Drainage Area Maps - determine and calculate Overall and Individual Maps	S&BI	100%	$16,613.44	$16,613.44	$16,613.44	$0.00
	Hydrologic data/discharge determination Existing and Proposed (WITHOUT HCDD1 FULLY DEVELOPED REQUEST)	S&BI	100%	$64,958.04	$64,958.04	$64,958.04	$0.00
	Hydraulic Computations - Storm sewers/inlets/culverts---Sizing Existing and Proposed (WITHOUT HCDD1 FULLY DEVELOPED REQUEST)	S&BI	90%	$13,697.40	$12,327.66	$12,327.66	$0.00
	Hydraulic Reports (Roadway Improvements) Existing and Proposed (WITHOUT HCDD1 FULLY DEVELOPED REQUEST)	S&BI	90%	$9,642.64	$8,678.38	$8,678.38	$0.00
	FEMA floodway requirements	S&BI	90%	$33,779.52	$30,401.57	$30,401.57	$0.00
	Outfall channel(s) outside ROW - analyze exist. or prop.	S&BI	60%	$60,006.56	$36,003.94	$36,003.94	$0.00
	Levee Relocations	S&BI	60%	$33,517.92	$20,110.75	$20,110.75	$0.00
	Levee Mitigation						

S & B JOB NO.: U1695

FUNCTION CODE	DESCRIPTION from Exhibit "B"	FIRM	PERCENT COMPLETE	ESTIMATED FEE	INVOICED TO DATE	PREVIOUSLY INVOICED	AMOUNT DUE THIS INVOICE
	Scour Calculation at pilot channel	S&BI	75%	$10,920.72	$8,190.54	$8,190.54	$0.00
	Bridge Modeling within Floodway	S&BI	75%	$85,508.68	$64,131.51	$64,131.51	$0.00
	Hydraulic Reports (Floodway and Levee Relocation)	S&BI	60%	$13,955.92	$8,373.55	$8,373.55	$0.00
	IBWC Coordination	S&BI	0%	$18,966.56	$0.00	$0.00	$0.00
	Sub Total (F.C. 161) Labor			$377,193.88	$285,415.86	$285,415.86	$0.00
162	SIGNING, MARKINGS AND SIGNALIZATION	S&BI	90%	$10,260.43	$9,234.39	$9,234.39	$0.00
	Signing Layouts						
	Sub Total (F.C. 162) Labor			$10,260.43	$9,234.39	$9,234.39	$0.00
163	MISCELLANEOUS ROADWAY	S&BI	90%	$6,095.93	$5,486.34	$5,486.34	$0.00
	Traffic Control Plan	S&BI	50%	$11,324.00	$5,662.00	$5,662.00	$0.00
	Estimates for Utilities						
	Sub Total (F.C. 163) Labor			$17,419.93	$11,148.34	$11,148.34	$0.00
164	GENERAL COORDINATION	S&BI	75%	$10,688.56	$8,016.42	$7,481.99	$534.43
	Project Manager (Proj Coord)(3 HRS/WK)	S&BI	75%	$3,485.40	$2,614.05	$2,439.78	$174.27
	Project Manager Weekly Meeting (Prog. Rpts)	S&BI	40%	$1,887.90	$755.16	$755.16	$0.00
	Proj. Meetings (30% & 100% Submittals)	S&BI	75%	$10,486.00	$7,864.50	$7,340.20	$524.30
	Project Meetings and Monthly Coordination	S&BI	75%	$1,463.92	$1,097.94	$878.35	$219.59
	Prepare Proj. Meetings Notes	S&BI	75%	$11,316.08	$8,487.06	$7,921.26	$565.80
	Project Secretary/CLERICAL (2 hrs/week)						
	Sub Total (F.C. 164) Labor			$39,327.86	$28,835.13	$26,816.74	$2,018.39
	Total (F.C. 110-170) Labor			$854,156.31	$678,928.35	$648,127.76	$30,800.59
	NON LABOR						
	FedEx Courier	S & B (nl)	80%	$660.00			
	Schematic Plots for Submittal	S & B (nl)	80%	$3,000.00			
	Reimbursable Expenses	DOS	50%	$9,000.00			
	Reimbursable Expenses	UCE	100%	$1,300.00			
	Schematic for Public Meeting	S & B (nl)	100%	$5,000.00			
	Outside Reproduction Reports	S & B (nl)	50%	$2,500.00			
	Newspaper Advertisements for Bidding	S & B (nl)		$0.00			
	Posting of Bidding Documents on Website	S & B (nl)		$0.00			
	Paper Copies of 30% and 100% Submittals	S & B (nl)		$0.00			
	Mylar Plots Outside reproduction (Plan Sets)	S & B (nl)	75%	$408.00			
	Travel-Mileage	S & B (nl)	75%	$163.20			
	Travel to District & RMA Office-Mileage	S & B (nl)		$1,200.00			
	Travel-Lodging	S & B (nl)		$0.00			
	Travel-Meals	S & B (nl)		$9,000.00			
	Travel -Airfare 4 trips to El Paso	S & B (nl)		$900.00			
	Travel-Rental Vehicle						
	Sub Total (F.C. 164) Non-Labor		50%	$33,131.20	$16,565.60	$11,595.92	$4,969.68
	PROJECT TOTAL			$887,287.51	$695,493.95	$659,723.68	$35,770.27

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PAYMENT SUMMARY

TEDSI - SH 365 Segment 3
$1,430,733.00 Maximum payable fee

Maximum fee minus approved WA $541,258.80

		Invoice Date											WA	WA
	Approved WA Amount	8/23/2012	9/28/2012	10/19/2012	11/20/2012	12/13/2012	1/22/2013	2/27/2013	4/29/2013	5/14/2013	5/21/2013	6/24/2013	Total Billed	Balance
WA#1	$142,735.06	$28,547.01	$28,547.01	$14,273.51	$14,273.51	$21,516.26	$14,273.50	$14,167.51	$3,621.37		$3,515.38		$142,735.06	$0.00
WA#2	$746,739.14									$25,928.27		$100,378.38	$126,306.65	$620,432.49
	$889,474.20											**$100,378.38**		

Amount Approved for Payment

Approved for Payment

7/18/2013
Date

Loop Account # 280003609

Prepared by:
P. Rodriguez, PE
Tx PE #85,567
7/18/2013

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

JUL 2013
DANNENBAUM ENGINEERING

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	May 2013
Contractor	TEDSI Infrastructure Group
Project/WA	SH365/Seg 3/WA#2
Invoice #	20131588
Amount	$100,378.38
Date Sent	07/07/2013

Date Received	
Received by	

Recommendation: [✓] Approval [ ] Disapproval

Comments (if any):

Approved for Payment
P-I-P
7/18/2013

Louis H. Jones C.E.
Louis Jones, HCRMA Program Manager

7/18/13
Date

Please return this form via email to fkoll@hcrma.net

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 East Expressway 83 • Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022

June 24, 2013
Project No: 2012-1115-02
Invoice No: 20131588

Ms. Pilar Rodriguez
Hidalgo County Regional Mobility Authority
P. O. Box 1766
Pharr, TX 78577

Project 2012-1115-02 HCRMA SH 365 Segment 3 at US 281 Military Highway - W.A. No. 2

Work Authorization No. 2 to Professional Engineering Services Agreement
SH 365 Segment 0033 at US 281 Military Highway

Professional Services from May 01, 2013 to May 31, 2013

Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
FC 110 Route & Design Studies (TEDSI)	152,759.93	30.00	45,827.98	7,638.00	38,189.98
FC 120 Env and Public Involv (TEDSI)	25,167.82	5.00	1,258.39	1,258.39	0.00
FC 130 ROW and Utility (TEDSI)	55,749.12	10.00	5,574.91	2,787.46	2,787.45
FC 150 Design Survey (TEDSI)	7,179.56	20.00	1,435.91	358.98	1,076.93
FC 161 H & H (TEDSI)	4,536.48	20.00	907.30	226.82	680.48
FC 162 Signing and Pavement Marking	14,671.34	30.00	4,401.40	733.57	3,667.83
FC 162 Traffic Signal Warrants (TEDSI)	130,303.70	10.00	13,030.37	6,515.19	6,515.18
FC 163 Miscellaneous Roadway (TEDSI)	24,410.24	30.00	7,323.07	1,220.51	6,102.56
FC 163 Illumination Warrants (TEDSI)	103,786.94	30.00	31,136.08	5,189.35	25,946.73
FC 170 Bridge (TEDSI)	1,512.16	30.00	453.65	0.00	453.65
FC 110 Route and Design Studies (L&G)	49,835.40	0.00	0.00	0.00	0.00
FC 130 ROW and Utility (G&M)	40,766.88	0.00	0.00	0.00	0.00
FC 150 Design Survey (G&M)	65,355.86	0.00	0.00	0.00	0.00
FC 161 H & H (Cortran)	59,830.37	25.00	14,957.59	0.00	14,957.59
FC 170 Bridge (Unintech)	10,873.34	0.00	0.00	0.00	0.00
Total Fee	746,739.14		126,306.65	25,928.27	100,378.38

Total Fee 100,378.38

Pay Only

Loop Account #
28000360 9

7/18/2013

Project	2012-1115-02	SH 365 Segment 3 @ US 281	Invoice	20131588

Billing Summary	Current	Prior	To-Date
Total Billings	100,378.38	25,928.27	126,306.65
Total Fee			746,739.14
Remaining Fee			620,432.49

Total this Invoice **$100,378.38**

7EK → Amount due

Outstanding Invoices

Number	Date	Balance
20131536	5/15/2013	25,928.27
Total		**25,928.27**

-pd ck# 10478

Total Now Due **$126,306.65**

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

Authorized By: _____ Date: 06/27/13

Craig F. Stong, P.E.
Project Manager

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83 • Mission, Texas 78572
(956) 424-7898

Project Progress Report

TO:	DATE:
Hidalgo County Regional Mobility Authority	June 27, 2013
FROM:	**TEDSI PROJECT NO.:**
Mr. Craig F. Stong, P.E., Project Manager	2012-1115-02
REFERENCE:	
SH 365 Segment 3 at US 281 Military Highway	

Progress Report for Invoice No. 20131588, May 1 to May 31, 2013

1. Development of preliminary schematic
2. Review of existing utility and right of way information and management of survey subconsutlant
3. Review of existing survey information and management of survey subconsultant
4. Development of preliminary drainage information and management of drainage subconsutlant
5. Development of preliminary signing and pavement markings
6. Development of preliminary traffic signal warrants
7. Development of preliminary illumination warrants
8. Development of preliminary bridge layouts and management of subconsutlant.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PAYMENT SUMMARY

Quintanilla, Headley & Associates - SH 365 from SH 336 to FM 3072
$440,438.75 Maximum payable fee

Maximum fee minus approved WA $0.00

	Approved WA Amount	Invoice Date: Various	3/4/2013		WA Total Billed	WA Balance
WA#1	$415,438.75	$207,922.50	$24,062.50	*	$231,985.00	$183,453.75
WA#2	$25,000.00			*	$0.00	$25,000.00
	$440,438.75				$231,985.00	$208,453.75

QHA - SH 365 from SH 336 to FM 3072
$794,192.50 Revised Maximum payable fee approved March 20, 2013 - Resolution 2013-09
$422,496.25 Revised Work Authorization fee approved March 20, 2013 - Resolution 2013-09
Maximum fee minus approved WA $371,696.25

	Approved WA Amount	Invoice Date: 6/3/2013	7/1/2013	WA Total Billed	WA Balance
WA#1	$422,496.25	$60,623.75	$49,953.75	$342,562.50	$79,933.75
			$49,953.75		

Amount Approved for Payment

P. R. — Approved for Payment

7/19/2013 — Date

Loop Account # 280003609

- Resolution 2012-40 amend and restate Professional Surveying Service Agreement with QHA with no change to maximum payable amount of $440,438.75 and consolidated WA # 1 & 2 into WA #1 in the amount of $653,263.
- Resolution 2013-09 approved Supplemental # 1 to Professional Surveying Service Agreement with QHA with an revised to the maximum payable amount of $794,192.50 and a revised WA # 1 in the amount of $422,496.25 (deduct).

Prepared by:
P. Rodriguez, PE
Tx PE #85,567
7/19/2013

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

JUL 2013
DANNENBAUM ENGINEERING

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	
Contractor	Quintanilla, Headley & Associates, Inc.
Project/WA	SH365/WA#1, Supp1
Invoice #	8298
Amount	~~$89,773.75~~ $49,953.75 P.R.
Date Sent	07/07/2013

Date Received	
Received by	

Recommendation: [X] Approval [ ] Disapproval
As Noted Within

Comments (if any):

Surveyors to resubmit deliverables before end of month for consideration of 100% payment.

Approved for Payment

Louis H. Jones C.L. 7/18/13
Louis Jones, HCRMA Program Manager Date

7/18/2013

Please return this form via email to fkoll@hcrma.net

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
Consulting Engineers * Land Surveyors
Engineering Firm Registration No. F-1813
Surveying Firm Registration No. 100411-00
124 E. Stubbs, Edinburg, Texas 78539
Phone 956/381-6480 Fax 956/381-0827

DATE	INVOICE No.
7/1/2013	8298

BILL TO

Hidalgo County RMA
Attn: Ms. Flor Koll
118 South Cage Blvd, 4th Floor
Pharr, Texas 78577

DESCRIPTION OF SERVICES	AMOUNT
PROJECT: HIDALGO COUNTY TRADE CORRIDOR CONNECTOR SH 365 FROM 10TH STREET TO US 281-MILITARY RD. WORK AUTHORIZATION No. 1-SUPPLEMENTAL No. 1 PAYMENT REQUEST No. 5	89,773.75
4. BOUNDARY (FROM 10TH STREET TO MILITARY ROAD) EXCLUDING TCC/IBTC INTERCHANGE-90% COMPLETE 4.1 COORDINATION, ADMIN., RESEARCH AND ABSTRACTING TASKS 4.2 FIELD WORK TASKS 4.3 OFFICE WORK/DELIVERY PREPARATION TASKS TOTAL TASK COST: $ 89,773.75	
SALES TAX	0.00

PAYMENT IS EXPECTED WITHIN 30 DAYS FROM INVOICE DATE UNLESS OTHERWISE SPECIFIED IN CONTRACT.

~~$89,773.75~~

~~Approve Only~~ $49,953.75

1 - 1
7/18/2013
Loop Account #
280003609

Pay Only!

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

JUL 2013
DANNENBAUM ENGINEERING

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	4/29/13-6/30/13
Contractor	Atkins
Project/WA	SH365
Invoice #	1171614
Amount	$8,868.18
Date Sent	07/08/2013

Date Received	
Received by	

Recommendation: [X] Approval [ ] Disapproval

Comments (if any):

Approved for Payment
P-12
7/18/2013

Louis A. Jones. C.E.
Louis Jones, HCRMA Program Manager

7/18/13
Date

Please return this form via email to fkoll@hcrma.net

ATKINS

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

July 8, 2013

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

RE: **June 2013 Invoice**
State Highway 365 (SH 365) (Project No. 100020726)

Dear Ms. Koll:

Enclosed please find the invoice and progress report for work completed for the period 04/29/2013 through 06/30/2013. The total amount due for this period is $8,868.18.

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

Sincerely,

Sharon Becca
Project Manager

Enclosures

cc: Larry Cox (Cox McLain)
Project File

ATKINS

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

Invoice Date: July 08, 2013
Project #: 100020726
Invoice #: 1171614

Project Description : HCRMA SH 365
Invoice Comments:
Invoicing Period : April 29, 2013 to June 30, 2013

Basic Services	Current
Lump Sum	8,868.18

Total Invoice **8,868.18**

Total Due this Invoice **USD 8,868.18**

Contract Amount :	534,092.60
Previous Billed:	380,802.56
Billed to Date	389,670.74
Contract Balance :	144,421.86

Pay Only 1 - 1 - 7/18/2013

Loop Account # 280003609

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 1171614
Date 08-JUL-13

Task Number	Task Name	Contract Fee	Percent Complete	Total Earned	Previous Earned	Current Billing
01	Project Management &	101,393.62	76.8	77,870.30	74,899.47	2,970.83
02	Agency Coord & Publi	23,955.30	36.31	8,698.17	8,698.17	
03	Right of Entry	14,219.16	62.83	8,934.34	8,934.34	
04	ENV Classification	15,235.64	100	15,235.64	15,235.64	
05	ENV Document	109,437.76	79.78	87,308.03	83,847.88	3,460.15
06	Section 404 Delineat	34,707.03	87.85	30,490.30	30,059.15	431.15
07	Cultural Resources	132,962.29	75.72	100,681.39	99,378.32	1,303.07
08	IBWC Permit					
09	Section 4(f) Evaluat	14,696.53	42.99	6,317.32	6,317.32	
10	Archaeology Survey R	21,186.91	65.27	13,828.07	13,512.01	316.06
15	Expenses	38,233.22	39.36	15,048.60	14,661.68	386.92
16	Subconsultant	28,065.14	90	25,258.58	25,258.58	
TOTAL		534,092.60		389,670.74	380,802.56	8,868.18

ATKINS

PROGRESS REPORT

To	Flor Koll (HCRMA)
From	Sharon Becca
Date	July 8, 2013
Project	State Highway 365 (SH 365) [Atkins Project No: 100020726]
Reference	Environmental Progress Report (For Period: 4/29/2013 – 6/30/2013)

Task	Description	Progress Report
1.0	Project Management & Administration	• Coordination with HCRMA PMC and TxDOT. • Project coordination (biweekly telecons) • Monthly invoicing • Coordination related to 04/04/2013 Request for Information (RFI) Memo
2.0	Agency Coordination & Public Involvement	• No action
3.0	Right of Entry	• No action
4.0	Environmental Classification Letter	Task complete
5.0	Environmental Document	• EA update and coordination ▪ Updated EA per materials provided per 04/04/13 RFI Memo – US 281 Overpass alternatives analysis (from TEDSI) – Tolling information (from C&M)
6.0	Section 404 Delineation	• USACE jurisdictional determination coordination.
7.0	Cultural Resources	
7.01	Archaeology	• Archaeological EA section update per 4/23/13 survey report changes
7.02	Historic Resources	• Responded to ENV's 5/8/13 and 5/28/13 comments on Draft Survey Report • Submitted revised draft HRSR on 5/13/13 and final HRSR on 5/28/13
8.0	IBWC Permit	No associated budget
9.0	Section 4(f) Evaluation	• No action
10.0	Archaeology Survey Reports	• Archaeological survey report coordination
15.0	Expenses	Expenses accrued this period.
16.0	Subconsultant (CMEC)	• No action

Invoice submitted to:

Hidalgo County Regional Mobility Authority
c/o Dennis Burleson
510 S. Pleasantview Dr.
Weslaco, TX 78596

July 09, 2013

In Reference To: HCRMA PROJECT
Invoice #10536

Professional Services	Hrs/Rate	Amount
For professional services rendered	9.00	$2,250.00
Previous balance		$2,525.00
Accounts receivable transactions		
5/16/2013 Payment - Thank You No. 10462		($2,525.00)
Total payments and adjustments		($2,525.00)
Balance due		**$2,250.00**

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

July 10, 2013

Mr. Pilar Rodriguez
Executive Director
Hidalgo County Regional Mobility Authority
P.O. Box 1766
Pharr, Texas 78577

Re: Legal Services

Dear Mr. Rodriguez:

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

Enclosed you will find our invoices for legal services rendered and disbursements incurred on your behalf through June 30, 2013. Separate invoices for your general matters ($110.00) and project matters ($2,090.00) are attached.

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

Very truly yours,

Blakely L. Fernandez

Thank you!

Enclosure
copy: File
cc: Flor Koll via email fkoll@hcrma.net

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PAYMENT SUMMARY

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

Maximum fee minus approved WA $2,490,563.59

		Invoice Date										
	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
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
WA#2	$0.00												
WA#3	$57,750.00						$5,775.00						$5,775.00
WA#4	$694,355.85						$51,286.99	$147,460.94	$190,229.04	$163,719.99	$141,658.89		$694,355.85
WA#5	$847,369.93											$168,865.92	$168,865.92
	$2,509,436.41												$1,778,957.40

* Note: WA #2 for the La Joya Relief Route was not necessary and cancelled.
May 8, 2012 billing for WA#1 reduced by $5,459.01 to meet approved amount.
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 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
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 $149,120.30
Supplemental No. 3 to WA#6 added a low level aerial flight and topographic survey for IBTC in the amount of $346,720.31

Approved for Payment

7/18/2013
Date

Loop Account # 280003609

Prepared by:
P. Rodriguez, PE
Tx PE #85,567
7/18/2013

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PAYMENT SUMMARY

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

Maximum fee minus approved WA $1,301,712.58

		Invoice Date									WA	WA
	Approved WA Amount	11/7/2012	12/3/2012	1/2/2013	1/5/2013	3/11/2013	4/2/2013	5/6/2013	6/5/2013	7/8/2013	Total Billed	Balance
WA#1	$909,960.63										$909,960.63	$0.00
WA#2	$0.00											
WA#3	$57,750.00	$13,282.50	$38,692.50								$57,750.00	$0.00
WA#4 *	$694,355.85										$694,355.85	$0.00
WA#5 *	$769,236.96	$192,547.60	$204,374.94	$203,448.50							$769,236.96	$0.00
WA#6	$689,834.33				$97,110.61	$132,811.94	$114,994.62	$114,995.38	$114,926.42	$114,995.36	$689,834.33	$0.00
S#1 to WA#6	$81,309.04								$32,523.62	$40,654.52	$73,178.14	$8,130.90
S#2 to WA#6	$149,120.30								$106,700.09	$26,307.78	$133,007.87	$16,112.43
S#3 to WA#6	$346,720.31								$112,359.20	$105,240.87	$217,600.07	$129,120.24
	$3,698,287.42									**$287,198.53**	$3,544,923.85	$153,363.57

Amount Approved for Payment

Prepared by:
P. Rodriguez, PE
Tx PE #85,567
7/18/2013

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

ENGINEERING EXCELLENCE SINCE 1945

July 8, 2013

Dennis Burleson, Chairman
HCRMA
118 S. Cage Blvd, 4th Floor
Pharr, Texas 78577

Re: Hidalgo County Regional Mobility Authority (HCRMA) – Invoice for Work Authorization No. 1 (4652-01/20/XV)

Dear Mr. Burleson,

Enclosed please find Invoice 465201/20/XV for W.A. No. 6 totaling $287,198.53, which includes:

- $114,995.36 for original W.A. No. 6
- $40,654.52 for S.W.A. No. 1 to W.A. No. 6
- $26,307.78 for S.W.A. No. 2 to W.A. No. 6
- $105,240.87 for S.W.A. No. 3 to W.A. No. 6

for Program Management Consultant Services performed for the Hidalgo County Regional Mobility Authority (HCRMA). The Progress Report will follow within the next few days.

The billing cycle is from June 1, 2013 through June 30, 2013.

Total due this invoice is $287,198.53.

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

Approved for Payment
7/18/2013

Enclosure(s)

Cc: Richard D. Seitz, P.E. - Dannenbaum Engineering Corporation
Eric Davila, EIT – Dannenbaum Engineering Corporation

DANNENBAUM ENGINEERING CORPORATION

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

July 8, 2013

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

Project Name: HCRMA Program Management Consultant Contract
Work Authorization No. 1 through No. 6

Invoice Number: **465201/20/XV**
Invoice Period: **06/01/2013 - 06/30/2013**

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	$574,838.97	$114,995.36 ✓
SWA 1 to WO 6	Sketch Level Assessment of Potential Truck Diversion from Nogales Poe to Texas	$81,309.04	90.00%	$73,178.14	$32,523.62	$40,654.52 ✓
SWA 2 to WO 6	Value Engineering Report for SH 365	$149,120.30	89.20%	$133,007.87	$106,700.09	$26,307.78 ✓
SWA 3 to WO 6	IBTC Low Level Flight	$346,720.31	62.76%	$217,600.07	$112,359.20	$105,240.87 ✓
	TOTALS	**$3,698,287.42**	**95.85%**	**$3,544,923.85**	**$3,257,725.32**	**$287,198.53** ✓

TOTAL DUE THIS INVOICE: **$287,198.53** ✓

Pay Only

1 - 7/18/2013

Loop Account #
280003609

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

July 8, 2013

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

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

Invoice Number: **465201/20/XV**
Invoice Period: **06/01/2013 - 06/30/2013**

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

TOTAL DUE WORK ORDER NO. 1: **$0.00** ✓

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

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

Invoice Number: 465201/20/XV
Invoice Period: 06/01/2013 - 06/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
TASK 1 Research/Analyze/Gather all documents and develop Prog. Mgt. Plan (4 Months)					
A. Research/Analyze/Gather all existing documents					
1. Organize/Analyze all documents received	$ 35,455.62	100.00%	$35,455.62	$35,455.62	$0.00
2. Review/Comment all consultant contracts	$ 3,709.14	100.00%	$3,709.14	$3,709.14	$0.00
3. Review/Analyze all schematics including North of US 83	$ 75,561.96	100.00%	$75,561.96	$75,561.96	$0.00
5. Review/Analyze/Comment on all financial studies	$ 8,122.08	100.00%	$8,122.08	$8,122.08	$0.00
6. Review/Analyze/Comment on all TxDOT comments on all existing documents	$ 6,868.84	100.00%	$6,868.84	$6,868.84	$0.00
B. Review Exist. Quantities/Estimates and Prep.Cursive Review of Proj. Dev. Cost Est. on all projects					
1. SH 365 / TCC (All Sections)	$ 18,708.04	100.00%	$18,708.04	$18,708.04	$0.00
2. IBTC All Sections)	$ 10,997.72	100.00%	$10,997.72	$10,997.72	$0.00
3. US 281 Military Highway Overpass	$ 10,875.76	100.00%	$10,875.76	$10,875.76	$0.00
4. US 83 Connector to FM 495	$ 6,917.40	100.00%	$6,917.40	$6,917.40	$0.00
5. La Joya Relief Route Segment No. 1	$ 11,046.28	100.00%	$11,046.28	$11,046.28	$0.00
6. All Segments - North of US 83	$ 19,838.44	100.00%	$19,838.44	$19,838.44	$0.00
C. Develop Program Management Plan which includes the following components:					
2. Quality Control Plan	$ 7,727.18	100.00%	$7,727.18	$7,727.18	$0.00
3. Cost Control Plan	$ 40,535.94	100.00%	$40,535.94	$40,535.94	$0.00
4. Schedule Management /Tracking Plan	$ 13,402.16	100.00%	$13,402.16	$13,402.16	$0.00
5. Document Control Plan	$ 11,459.16	100.00%	$11,459.16	$11,459.16	$0.00
6. Financial Implementation Plan	$ 74,782.58	100.00%	$74,782.58	$74,782.58	$0.00
7. Right-of-way Acquisition Management Plan (Refer to Aranda & Associates)	$ 11,098.50	100.00%	$11,098.50	$11,098.50	$0.00
8. Utility Relocation Plan	$ 8,301.76	100.00%	$8,301.76	$8,301.76	$0.00
10. Environmental Document/Clearance/Permit Plan	$ 6,502.26	100.00%	$6,502.26	$6,502.26	$0.00
- SH365/TCC-Environmental-Atkins (formerly PBSJ)	$ 20,194.80	100.00%	$20,194.80	$20,194.80	$0.00
- IBTC-Environmental-Atkins (formerly PBSJ)	$ 8,855.48	100.00%	$8,855.48	$8,855.48	$0.00
- La Joya Bypass Phase I-B/TxDOT/Atkins	$ 14,282.10	100.00%	$14,282.10	$14,282.10	$0.00
12. Project Development / Capital Improvement Plan / Strategic Plan (CIP)	$ 146,529.12	100.00%	$146,529.12	$146,529.12	$0.00
13. General Engineering Consultant Plan Management (GEC Plan)	$ 3,687.16	100.00%	$3,687.16	$3,687.16	$0.00
14. Develop Budget for PMC Program for next 7 years	$ 30,459.78	100.00%	$30,459.78	$30,459.78	$0.00
TASK 2 Review/Monitor/Report/Implement All TxDOT Pass Thru / Toll Agreements (4 mo)					
A. Review/Monitor/Report/Implement All TxDOT Pass Thru / Toll Agreements which includes:					
1. SH 365 / Trade Corr. Conn. (TCC)(14.9 Mi.), includ. 1.97 mi. Anzalduas GSA Fac. Connect.					
- Review Agreement	$ 1,379.80	100.00%	$1,379.80	$1,379.80	$0.00
- Monitor Agreement (4 months)	$ 750.62	100.00%	$750.62	$750.62	$0.00
2. US 281 / Military Hwy Overpass					
- Review Agreement	$ 1,379.80	100.00%	$1,379.80	$1,379.80	$0.00
- Monitor Agreement	$ 750.62	100.00%	$750.62	$750.62	$0.00
3. La Joya Relief Route (Phase I)(8.3 Miles)					
- Review Agreement	$ 1,379.80	100.00%	$1,379.80	$1,379.80	$0.00
- Negotiate Agreement (1 meeting / 8 hrs / mtg) - Austin	$ 5,154.88	100.00%	$5,154.88	$5,154.88	$0.00
- Monitor Agreement	$ 750.62	100.00%	$750.62	$750.62	$0.00
4. US 281 - Falfurrias Toll Road					
- Review Agreement	$ -	0.00%	$0.00	$0.00	$0.00
- Negotiate Agreement (2 meeting / 8 hrs / mtg) - Austin	$ -	0.00%	$0.00	$0.00	$0.00
- Monitor Agreement	$ -	0.00%	$0.00	$0.00	$0.00

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

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

Invoice Number: 465201/20/XV
Invoice Period: 06/01/2013 - 06/30/2013

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

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

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

Invoice Number: 465201/20/XV
Invoice Period: 06/01/2013 - 06/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
TASK 4 Gen. Eng. Consult. (GEC) Mgt. including contract negotiations (4 months) Continued					
B. General Engineering Consultant (GEC) Management of the following (4 Months)(Cont.)					
6. SH365/TCC at Anzalduas - Engineering/Geotech - L&G Engineering 1A					
- Review / Analyze / Comment on Consultant Contracts	$ 3,381.24	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
TASK 5 Procurement / Negotiations of Prof. Svcs.					
A. Procurement/Negotiations of Prof. Svcs. of the following: (4 months)					
1. SH 365 / TCC - Seg. 1 - ROW Acquisition/Title Company	$ -	0.00%	$0.00	$0.00	$0.00
2. SH 365 / TCC - Seg. 1A - ROW Acquisition/Title Company	$ -	0.00%	$0.00	$0.00	$0.00
3. SH 365 / TCC - Seg. 1B - ROW Acquisition/Title Company	$ -	0.00%	$0.00	$0.00	$0.00
4. SH 365 / TCC - Seg. 2 - ROW Acquisition/Title Company	$ -	0.00%	$0.00	$0.00	$0.00
5. IBTC Seg. 1-5 - Engineering (One Procurement up to Five(5) Firms)	$ 10,628.66	100.00%	$10,628.66	$10,628.66	$0.00
6. IBTC Seg. 1-5 - Survey (One Procurement up to Five(5) Firms)	$ 10,628.66	100.00%	$10,628.66	$10,628.66	$0.00
7. IBTC Seg. 1-5 - ROW Acquisition/Title Company	$ -	0.00%	$0.00	$0.00	$0.00
8. IBTC Geotech Total Project	$ -	0.00%	$0.00	$0.00	$0.00
9. US 83 Connector to SH 495 - ROW Acquisition/Title Company	$ -	0.00%	$0.00	$0.00	$0.00
10. US 281 (Military) Overpass at San Juan - ROW Acquisition/Title Company	$ -	0.00%	$0.00	$0.00	$0.00
11. La Joya Relief Route Corridor Seg. 1 - Environmental/Schematic (Update / Finalize)/Engineering	$ 5,991.18	100.00%	$5,991.18	$5,991.18	$0.00
12. La Joya Relief Route Corridor Seg. 1 - Geotech	$ -	0.00%	$0.00	$0.00	$0.00
13. La Joya Relief Route Corridor Seg. 1 - Survey	$ -	0.00%	$0.00	$0.00	$0.00
14. La Joya Relief Route Corridor Seg. 1 - ROW Acquisition/Title Co.	$ -	0.00%	$0.00	$0.00	$0.00
15. Toll Consultant / Traffic Management - system wide	$ -	0.00%	$0.00	$0.00	$0.00

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

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

Invoice Number: 465201/20/XV
Invoice Period: 06/01/2013 - 06/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
DIRECT EXPENSES					
Lodging / Hotel ($100.00 / DAY)	$ 1,235.00	100.00%	$1,235.00	$1,235.00	$0.00
Meals ($30.00 / DAY)	$ 834.00	100.00%	$834.00	$834.00	$0.00
Rental Car	$ 1,770.00	100.00%	$1,770.00	$1,770.00	$0.00
Air Travel	$ 2,750.00	100.00%	$2,750.00	$2,750.00	$0.00
Parking	$ 154.00	100.00%	$154.00	$154.00	$0.00
Overnight Mail - letter size	$ 3,450.00	100.00%	$3,450.00	$3,450.00	$0.00
Photocopies 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 Laison	$ 60,000.00	100.00%	$60,000.00	$60,000.00	$0.00
CPA/Accounting Support Services	$ -	0.00%	$0.00	$0.00	$0.00
IT Support Services	$ -	0.00%	$0.00	$0.00	$0.00
Appraiser	$ -	0.00%	$0.00	$0.00	$0.00
Totals	$ 909,960.63		$ 909,960.63	$ 909,960.63	$ 0.0 ✓

Amount Due This Invoice $ -

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

July 8, 2013

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

Work Order No. 3:
Title Report for TCC

Invoice Number: **465201/20/XV**
Invoice Period: **06/01/2013 - 06/30/2013**

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
	TOTALS	**$57,750.00**	**100.00%**	**$57,750.00**	**$57,750.00**	**$0.00**

TOTAL DUE WORK ORDER NO. 3: **$0.00** ✓

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

July 8, 2013

Dennis Burleson, Chairman
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: **465201/20/XV**
Invoice Period: **06/01/2013 - 06/30/2013**

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
	TOTALS	**$694,355.85**	**100.00%**	**$694,355.85**	**$694,355.85**	**$0.00**

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: 465201/20/XV
Invoice Period: 06/01/2013 - 06/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
A. Coordinate / Update / Assist Executive Director					
1.) Educate Executive Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (Including Bi-Monthly Mtgs (2 hrs/Wk x 9 Wks)	$ 8,958.03	100.00%	$8,958.03	$8,958.03	$0.00
B. Attend / Prepare Data / Report on Various Meetings (4.0 Months)					
1. HCRMA Board Meetings Including Presentation (Monthly) (5 Mts @ 4 hrs/Mtg) (Inc. Prep Time)	$ 16,401.80	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
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					
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
E. Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System					
1. Input Data for Development of Monthly Reports for HCRMA Board	$ 12,042.32	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
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

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: 465201/20/XV
Invoice Period: 06/01/2013 - 06/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
I. Public Outreach Meetings including Negotiations of Truck Restrictions with the following Cities (Including Travel and Preparation for Meeting) (4.0 Months):					
1. City of Pharr (2 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 Penitas (0 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
10. City of Palmview (0 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
11. City of La Joya (0 Mtg)	$ -	0.00%	$0.00	$0.00	$0.00
J. Oversee C&M Associates, Inc., in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.0 Months)					
1. SH 365 TCC / IBTC / Segment D & La Joya Relief Route (Assisted by HDR)	$ 60,035.90	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
K. IBTC (3.0 Months)					
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)	$ -	0.00%	$0.00	$0.00	$0.00
7. Attend Meeting with USIBWC (1) (Combined with TCC)	$ 1,102.80	100.00%	$1,102.80	$1,102.80	$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
L. SH 365 / TCC (Modified) (Inc. TCC at GSA Anzalduas Bridge)(4.0 Months)					
1. Oversee Environmental Clearance By Atkins (EA) (Assisted by Blanton & Assoc. - Lead)(5 Months)	$ 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: 465201/20/XV
Invoice Period: 06/01/2013 - 06/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
M. US 281 / Military (3.0 Months)					
1. Oversee Environmental Clearance by Atkins (Categorical Exclusion -CE)(Assisted by Blanton & Associates) (4.0 Months)	$ 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
DIRECT EXPENSES					
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
Totals	$ 694,355.85		$ 694,355.85	$ 694,355.85	$ 0.0 ✓

Amount Due This Invoice $ -

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

July 8, 2013

Dennis Burleson, Chairman
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: **465201/20/XV**
Invoice Period: **06/01/2013 - 06/30/2013**

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
	TOTALS	**$769,236.96**	**100.00%**	**$769,236.96**	**$769,236.96**	**$0.00**

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: 465201/20/XV
Invoice Period: 06/01/2013 - 06/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
A. Coordinate / Update / Assist Executive Director					
1.) Educate Executive Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (Including Weekly Mtgs)	$ 6,123.52	100.00%	$6,123.52	$6,123.52	$0.00
B. Attend / Prepare Data / Report on Various Meetings (4.0 Months)					
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
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)					
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
E. Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System					
1. Continue to Input Data for Development of Monthly Reports for HCRMA Board (September 1, 2012 thru December 31, 2012)	$ 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
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

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: 465201/20/XV
Invoice Period: 06/01/2013 - 06/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
H. Continue to Finalize and Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others					
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.)	$ -	0.00%	$0.00	$0.00	$0.00
6. Meet with Large Property Owners (SH 365)(Total 3 Mtgs. Including Preparation)	$ 5,909.51	100.00%	$5,909.51	$5,909.51	$0.00
7. Meet with EDC for the Cities of McAllen / Mission (Total 1 Mtg.)	$ 3,173.34	100.00%	$3,173.34	$3,173.34	$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
I. Continue Public Outreach Meetings (Formal Presentation to Council) with the following Cities (including Travel and Preparation for Meeting) (4.0 Months):					
1. City of Pharr (2 Mtgs)	$ 2,742.60	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 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
J. Continue the Oversight of C&M Associates, Inc., in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.0 Months)					
1. SH 365 Segment 1,2,3 and 4 / IBTC / Segment D & La Joya Relief Route (Assisted by HDR)	$ 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
K. Continue to Oversee IBTC (4.0 Months)					
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: 465201/20/XV
Invoice Period: 06/01/2013 - 06/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
L. Continue to Oversee SH 365 (Segment 1, 2 & 3) (Inc. SH 365 at GSA Anzalduas Bridge)(4.0 Months)					
1. Continue to Oversee Environmental Clearance By Atkins (EA) includes Negotiating Limits to FM 1016 (Assisted by Blanton & Assoc. - Lead)	$ 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
M. SH 365 Segment No. 4 (US 281 / Military) (4.0 Months)					
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
N. Implementation of GIS Tools - Phase IA					
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 databalse 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: 465201/20/XV
Invoice Period: 06/01/2013 - 06/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
N. Implementation of GIS Tools - Phase IA (Continued)					
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
O. Implementation of Project Wise					
1. Project Wise Overview Training (x1 initial kickoff meeting to go over Project Wise functionality and general use in an engineering project office environment)	$ 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
DIRECT EXPENSES					
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 B/W (8.5 X 11)	$ 1,969.79	100.00%	$1,969.79	$1,969.79	$0.00
Photocopies B/W (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: 465201/20/XV
Invoice Period: 06/01/2013 - 06/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
DIRECT EXPENSES (Continued)					
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
Totals	$ 769,236.96		$ 769,236.96	$ 769,236.96	$ 0.00 ✓

Amount Due This Invoice $ -

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

July 8, 2013

Dennis Burleson, Chairman
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: **465201/20/XV**
Invoice Period: **06/01/2013 - 06/30/2013**

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	$5,102.73	$1,020.79
B	Attend / Prepare Data / Report on Various Meetings (6.0 Months)	$55,067.18	100.00%	$55,067.18	$45,887.50	$9,179.68
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	$2,239.58	$448.02
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	$5,820.51	$1,164.37
E	Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System	$17,620.24	100.00%	$17,620.24	$14,682.94	$2,937.30
F	Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy)	$9,684.90	100.00%	$9,684.90	$8,070.43	$1,614.47
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	$18,872.94	$3,775.50
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	$9,950.53	$1,990.59
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	$2,700.04	$540.14
K	Continue to Oversee IBTC (4.0 Months)	$4,802.28	100.00%	$4,802.28	$4,001.74	$800.54
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	$258,034.04	$51,619.19
M	SH 365 Segment No. 4 (US 281 / Military) (6.0 Months)	$38,917.76	100.00%	$38,917.76	$32,430.17	$6,487.59
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	$167,045.82	$33,417.18
	TOTALS	**$689,834.33**	**100.00%**	**$689,834.33**	**$574,838.97**	**$114,995.36**

TOTAL DUE WORK ORDER NO. 6: **$114,995.36** ✓

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: 465201/20/XV
Invoice Period: 06/01/2013 - 06/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
A. Coordinate / Update / Assist Executive Director					
1.) Educate Executive Director on Historical Activities / Budgets / Cost Accounting / Program Management Plan and QA/QC Plan (Including Weekly Mtgs)	$ 6,123.52	100.00%	$6,123.52	$5,102.73	$1,020.79
B. Attend / Prepare Data / Report on Various Meetings (6.0 Months)					
1. HCRMA Board Meetings Including Presentation (Monthly) (6 Mtgs) (Inc. Prep Time)	$ 11,571.60	100.00%	$11,571.60	$9,642.61	$1,928.99
2. HCRMA Planning Committee Meetings (6 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	$ 6,313.20	100.00%	$6,313.20	$5,260.79	$1,052.41
3. HCRMA Finance Committee Meetings (6 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	$ 6,313.20	100.00%	$6,313.20	$5,260.79	$1,052.41
4. HCRMA MPO Policy Committee Meeting (6 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	$ 3,939.90	100.00%	$3,939.90	$3,283.12	$656.78
5. HCRMA MPO Tech Committee Meeting (6 Mts @ 2 hrs/Mtg) (Inc. Prep Time)	$ 3,108.90	100.00%	$3,108.90	$2,590.65	$518.25
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	$3,783.32	$756.84
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.)	$ 1,902.00	100.00%	$1,902.00	$1,584.94	$317.06
9. Hidalgo County Commissioner Precinct No. 2 (2 Mtgs. @ 2 hrs. / Mtg.)	$ 1,902.00	100.00%	$1,902.00	$1,584.94	$317.06
10. Hidalgo County Commissioner Precinct No. 3 (2 Mtgs. @ 2 hrs. / Mtg.)	$ 1,902.00	100.00%	$1,902.00	$1,584.94	$317.06
11. Hidalgo County Commissioner Precinct No. 4 (2 Mtgs. @ 2 hrs. / Mtg.)	$ 1,902.00	100.00%	$1,902.00	$1,584.94	$317.06
12. Attend Meetings TxDOT-Pharr (2 Mtgs. @ 2 hrs. / Mtg.)(Inc. Prep Time)	$ 1,902.00	100.00%	$1,902.00	$1,584.94	$317.06
13. Attend Meetings TxDOT-Austin includes Travel (1 Mtg. @ 10 hrs. / Mtg.)	$ 5,905.50	100.00%	$5,905.50	$4,921.05	$984.45
14. Attend Meetings With Senator Hinojosa (1 Mtgs. @ 2 hrs. / Mtg.)	$ 1,011.72	100.00%	$1,011.72	$843.07	$168.65
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.) (3 Mtgs. X 2 hr./Mtg.)	$ 2,853.00	100.00%	$2,853.00	$2,377.40	$475.60
C. Continue to Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy, Including Updating Strategy (One (1) Update)	$ 2,687.60	100.00%	$2,687.60	$2,239.58	$448.02
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)					
1. Meet / Coordinate With TxDOT Pharr (1 Mtgs. @ 2 hrs. / Mtg.)	$ 1,728.22	100.00%	$1,728.22	$1,440.13	$288.09
2. Meet / Coordinate With TxDOT Austin (1 Mtg @ 10 hrs. / Mtg.)	$ 3,528.44	100.00%	$3,528.44	$2,940.25	$588.19
3. Finalize Pass Thru Agreements and/or availability payments	$ 1,728.22	100.00%	$1,728.22	$1,440.13	$288.09
E. Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System					
1. Continue to Input Data for Development of Monthly Reports for HCRMA Board (January 1, 2013 thru July 1, 2013)	$ 6,069.74	100.00%	$6,069.74	$5,057.91	$1,011.83
2. Continue to Modify Monthly Reports for HCRMA Needs	$ 5,826.86	100.00%	$5,826.86	$4,855.52	$971.34
3. Continue to Input Monthly Data and Produce Final Reports for January 1, 2013 thru July 1, 2013	$ 5,723.64	100.00%	$5,723.64	$4,769.51	$954.13
F. Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy)	$ 9,684.90	100.00%	$9,684.90	$8,070.43	$1,614.47
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

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: 465201/20/XV
Invoice Period: 06/01/2013 - 06/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
H. Continue to Finalize and Implement Public Outreach Program Managing with Assistance from Consultant (Pathfinder) and others					
1. Finalize / Implement Public Outreach	$ 15,510.90	100.00%	$15,510.90	$12,925.23	$2,585.67
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	$3,148.42	$629.84
7. Meet with EDC for the Cities of McAllen / Mission (Total 1 Mtg.)	$ 1,892.16	100.00%	$1,892.16	$1,576.74	$315.42
8. Meet with Trade Association / Civic Association (US / Mexico) (Total 1 Mtg.)	$ 1,467.12	100.00%	$1,467.12	$1,222.55	$244.57
I. Continue Public Outreach Meetings (Formal Presentation to Council) with the following Cities (Including Travel and Preparation for Meeting) (4.0 Months):					
1. City of Pharr (2 Mtgs)	$ 2,739.94	100.00%	$2,739.94	$2,283.19	$456.75
2. City of Granjeno (1 Mtg)	$ 1,758.58	100.00%	$1,758.58	$1,465.42	$293.16
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	$3,100.96	$620.34
8. City of Mission (2 Mtgs.)	$ 3,721.30	100.00%	$3,721.30	$3,100.96	$620.34
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
J. Continue the Oversight of C&M Associates, Inc., in Developing the Update of the T&R Studies / Financing Alternatives (FSW) (4.0 Months)					
1. SH 365 Segment 1,2,3 and 4 / IBTC / Segment D & La Joya Relief Route (Assisted by HDR)	$ -	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	$2,700.04	$540.14
K. Continue to Oversee IBTC (4.0 Months)					
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	$4,001.74	$800.54
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: 465201/20/XV
Invoice Period: 06/01/2013 - 06/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
L. Continue to Oversee SH 365 (Segment 1, 2 & 3) (Inc. SH 365 at GSA Anzalduas Bridge)(6.0 Months)					
1. Continue to Oversee Environmental Clearance By Atkins (EA) includes Negotiating Limits to FM 1016 (Assisted by Blanton & Assoc. - Lead)	$ 65,179.51	100.00%	$65,179.51	$54,314.09	$10,865.42
2. Continue to Oversee Drainage Studies / Utilities Produced By L&G Engineering / S&B Infrastructure including Segment No. 3. Also, (W.A. No. 1)	$ 64,918.66	100.00%	$64,918.66	$54,096.72	$10,821.94
3. Continue to QA/QC Drainage Study (90%)	$ 3,938.40	100.00%	$3,938.40	$3,281.87	$656.53
4. Attend Meeting With USIBWC (1 Mtg. - El Paso)	$ 4,459.76	100.00%	$4,459.76	$3,716.32	$743.44
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	$3,911.74	$782.54
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	$41,258.23	$8,253.63
9. QA/QC Schematic (100%)	$ 32,907.94	100.00%	$32,907.94	$27,422.19	$5,485.75
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	$48,083.66	$9,619.04
12. Hold / Lead Public Involvement Meeting (1 Additional Mtg.) Including Prepare Exhibits	$ 19,200.30	100.00%	$19,200.30	$15,999.61	$3,200.69
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	$5,949.61	$1,190.21
15. Assist HDR in Developing TIFIA Application	$ -	0.00%	$0.00	$0.00	$0.00
M. SH 365 Segment No. 4 (US 281 / Military) (6.0 Months)					
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)	$ 25,845.54	100.00%	$25,845.54	$21,537.09	$4,308.45
3. Finalize QA/QC Route Study	$ 6,591.94	100.00%	$6,591.94	$5,493.06	$1,098.88
4. Continue to Meet With City of Pharr Including Development of Exhibits to Analyze SH 365 (Segment No. 4) (US 281 / I Road / San Juan Area) (2 Mtgs)	$ 6,480.28	100.00%	$6,480.28	$5,400.02	$1,080.26
N. Implementation of GIS Tools - Phase IA					
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: 465201/20/XV
Invoice Period: 06/01/2013 - 06/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
N. Implementation of GIS Tools - Phase IA (Continued)					
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
O. Implementation of Project Wise					
1. Project Wise Overview Training (x1 initial kickoff meeting to go over Project Wise functionality and general use in an engineering project office environment)	$ -	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
DIRECT EXPENSES					
Lodging / Hotel ($100.00 / DAY)	$ 200.00	100.00%	$200.00	$166.66	$33.34
Meals ($30.00 / DAY)	$ 60.00	100.00%	$60.00	$50.00	$10.00
Rental Car	$ 180.00	100.00%	$180.00	$149.99	$30.01
Air Travel	$ 1,000.00	100.00%	$1,000.00	$833.30	$166.70
Parking	$ 28.00	100.00%	$28.00	$23.33	$4.67
Overnight Mail - letter size	$ 1,150.00	100.00%	$1,150.00	$958.30	$191.70
Courier Services	$ 500.00	100.00%	$500.00	$416.65	$83.35
Photocopies B/W (8.5 X 11)	$ 2,000.00	100.00%	$2,000.00	$1,666.60	$333.40
Photocopies B/W (11 X 17)	$ 750.00	100.00%	$750.00	$624.98	$125.02
Photocopies Color (8.5 X 11)	$ 700.00	100.00%	$700.00	$583.31	$116.69
Photocopies Color (11 X 17)	$ 625.00	100.00%	$625.00	$520.81	$104.19
Color Graphics on Foam Board	$ 270.00	100.00%	$270.00	$224.99	$45.01
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	$74,997.00	$15,003.00

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: 465201/20/XV
Invoice Period: 06/01/2013 - 06/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
DIRECT EXPENSES (Continued)					
Accounting Support Services	$ 10,000.00	100.00%	$10,000.00	$8,333.00	$1,667.00
IT / Support Services (includes time on Project Wise Implementation / Data Organization @ 55 hrs)	$ 8,000.00	100.00%	$8,000.00	$6,666.40	$1,333.60
Bing Maps Annual Subscription Fee	$ -	0.00%	$0.00	$0.00	$0.00
Management Support Services	$ 40,000.00	100.00%	$40,000.00	$33,332.00	$6,668.00
Community Action Support	$ 45,000.00	100.00%	$45,000.00	$37,498.50	$7,501.50
Totals	$ 689,834.33		$ 689,834.33	$ 574,838.97	$ 114,995.36

Amount Due This Invoice $ 114,995.36 ✓

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: 465201/20/XV
Invoice Period: 06/01/2013 - 06/30/2013

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	90.00%	$5,089.07	$2,261.81	$2,827.26
B. Review/Comment of Sketch Level Assessment	$ 5,654.52	90.00%	$5,089.07	$2,261.81	$2,827.26
C&M Associates, Inc. - Traffic and Revenue	$ 70,000.00	90.00%	$63,000.00	$28,000.00	$35,000.00
Totals	$ 81,309.04		$73,178.14	$32,523.62	$40,654.52

Amount Due This Invoice $ 40,654.52 ✓

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: 465201/20/XV
Invoice Period: 06/01/2013 - 06/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
A. Pre- and Post-Workshop					
1) Project Management	$ 3,714.78	87.00%	$3,231.86	$2,971.82	$260.04
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	87.00%	$16,615.19	$13,368.54	$3,246.65
B. Value Engineering Workshop (Mon-Fri)					
1) Travel time allowance	$ 16,378.40	100.00%	$16,378.40	$11,464.88	$4,913.52
2) VE Workshop	$ 93,399.84	87.00%	$81,257.86	$65,379.89	$15,877.97
DIRECT EXPENSES					
Lodging / Hotel ($100.00 / DAY)	$ 2,000.00	90.00%	$1,800.00	$1,400.00	$400.00
Meals ($30.00 / DAY)	$ 900.00	90.00%	$810.00	$630.00	$180.00
Rental Car	$ 780.00	90.00%	$702.00	$546.00	$156.00
Air Travel	$ 4,900.00	90.00%	$4,410.00	$3,430.00	$980.00
Parking	$ 300.00	90.00%	$270.00	$210.00	$60.00
Overnight Mail - letter size	$ 163.00	90.00%	$146.70	$114.10	$32.60
Courier Services	$ 100.00	90.00%	$90.00	$70.00	$20.00
Photocopies B/W (8.5 X 11)	$ 50.00	90.00%	$45.00	$35.00	$10.00
Photocopies B/W (11 X 17)	$ 20.00	90.00%	$18.00	$14.00	$4.00
Photocopies Color (8.5 X 11)	$ 350.00	90.00%	$315.00	$245.00	$70.00
Photocopies Color (11 X 17)	$ 125.00	90.00%	$112.50	$87.50	$25.00
Presentation Boards 30" x 40" Color Mounted	$ 360.00	90.00%	$324.00	$252.00	$72.00
Totals	$ 149,120.30		$133,007.87	$106,700.09	$ 26,307.78

Amount Due This Invoice $ 26,307.78 ✓

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: 465201/20/XV
Invoice Period: 06/01/2013 - 06/30/2013

DESCRIPTION OF WORK TASK	COST PER TASK	PERCENT COMPLETE TO DATE	AMOUNT EARNED TO DATE	PREVIOUSLY BILLED	CURRENT BILLING
FC 145 - PROJECT MANAGEMENT AND ADMINISTRATION (FC 110 TO FC 160) (5 MONTHS)					
Project Management	$ 3,218.16	60.00%	$1,930.90	$1,287.26	$643.64
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-Mhrs/Mo Ea. x 5 Mos)	$ 3,096.72	60.00%	$1,858.03	$1,238.69	$619.34
Preparation of Invoices and Progress Reports (1 Per Mo X 5 Mos = 5 EA)	$ 2,307.36	50.00%	$1,153.68	$576.84	$576.84
Monitor Subproviders' Schedules on Monthly Basis (1 EA FOR 4 MONTHS)	$ 2,307.36	50.00%	$1,153.68	$576.84	$576.84
Prepare Monthly Project Schedule Update (5 EA)	$ 1,366.20	50.00%	$683.10	$341.55	$341.55
Organize and Upload Electronic File Deliverables	$ 3,388.16	0.00%	$0.00	$0.00	$0.00
QC/QA - Revised Draft Schematic (1 Submittal)	$ 6,046.04	0.00%	$0.00	$0.00	$0.00
QC/QA - Final Schematic (1 Submittal)	$ 5,331.48	0.00%	$0.00	$0.00	$0.00
QC/QA - Survey	$ 8,841.36	10.00%	$884.14	$0.00	$884.14
FC 150 - FIELD SURVEYING AND PHOTOGRAMMETRY					
Remove Existing DTM from Original Flight	$ 922.92	50.00%	$461.46	$0.00	$461.46
Update and Verify New Flight DTM File	$ 3,367.98	0.00%	$0.00	$0.00	$0.00
Right of Entry - Coordination, Administration, Research and Abstracting	$ 48,900.00	90.00%	$44,010.00	$20,049.00	$23,961.00
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	90.00%	$30,152.52	$15,076.26	$15,076.26
Establish Secondary Control Network Along Proposed Centerline	$ 25,269.56	90.00%	$22,742.60	$10,107.82	$12,634.78
Establish Aerial Target Network for Design Level Photogrammetry	$ 60,902.08	90.00%	$54,811.87	$24,969.85	$29,842.02
Alignment Control	$ 42,585.95	85.00%	$36,198.06	$29,810.17	$6,387.89
Aerial Survey	$ 63,885.56	20.00%	$12,777.11	$0.00	$12,777.11
FC 160 -UPDATE SCHEMATIC BASED ON NEW DTM					
Update Horizontal Alignment Based on New DTM	$ 4,930.36	0.00%	$0.00	$0.00	$0.00
Update Vertical Alignment Based on New DTM	$ 4,930.36	0.00%	$0.00	$0.00	$0.00
Update ROW File Based on Revised Corner Clips	$ 3,084.52	0.00%	$0.00	$0.00	$0.00
Update Roadway Master Design File	$ 5,515.34	0.00%	$0.00	$0.00	$0.00
Verify and Update Topo File	$ 3,550.12	0.00%	$0.00	$0.00	$0.00
DIRECT EXPENSES					
Overnight Mail - letter size	$ 400.00	70.00%	$280.00	$200.00	$80.00
Courier Services	$ 1,000.00	70.00%	$700.00	$500.00	$200.00
Photocopies Color (11 X 17)	$ 250.00	70.00%	$175.00	$125.00	$50.00
Plots (Color on Bond) (4 Plots @ 40' each)	$ 640.00	70.00%	$448.00	$320.00	$128.00
Totals	$ 346,720.31		$ 217,600.07	$ 112,359.20	$ 105,240.87

Amount Due This Invoice $ 105,240.87 ✓

ATTACHMENT H-3

Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) June / 2013

Contract #: HCRMA Program Mgmt Consultant Project
Date of Execution: October 27, 2011
Prime Provider: Dannenbaum Engineering Corporation
Work Authorization No. 1

Original Contract Amount: $ 5,000,000.00
Approved Supplemental Agreements: $ 0.00
Total Contract Amount: $ 5,000,000.00
Work Authorization Amount: $ 909,960.63

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
	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.
Print Name - Company Official /DBE Liaison Officer

Signature

713-520-9570
Phone

July 2, 2013
Date

shari.bricarell@dannenbaum.com
Email

713-527-6442
Fax

ATTACHMENT H-3

Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) June / 2013

Contract #: HCRMA Program Mgmt Consultant Project
Date of Execution: _____
Prime Provider: Dannenbaum Engineering Corporation
Work Authorization No. 3

Original Contract Amount: $ 5,000,000.00
Approved Supplemental Agreements: $ 0.00
Total Contract Amount: $ 5,000,000.00
Work Authorization Amount: $ 57,750.00

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
*	Aranda & Associates, Inc.	Program Mgmt	$ 57,750.00	100.00%	$ 0.00	$ 43,457.40	$ 14,292.60

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.
Print Name - Company Official /DBE Liaison Officer

Signature

713-520-9570
Phone

July 2, 2013
Date

shari.bricarell@dannenbaum.com
Email

713-527-6442
Fax

ATTACHMENT H-3

Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) June / 2013

Contract #: HCRMA Program Mgmt Consultant Project
Date of Execution: _____
Prime Provider: Dannenbaum Engineering Corporation
Work Authorization No. 4

Original Contract Amount: $ 5,000,000.00
Approved Supplemental Agreements: $ 0.00
Total Contract Amount: $ 5,000,000.00
Work Authorization Amount: $ 694,355.85

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
	HDR Engineering, Inc.	Program Mgmt	$ 14,300.17	2.06%	$ 0.00	$ 14,300.17	$ 0.00
*	Blanton & Associates, Inc.	Program Mgmt	$ 12,024.80	1.73%	$ 0.00	$ 12,024.80	$ 0.00
*	Aranda & Associates, Inc.	Program Mgmt	$ 31,765.36	4.57%	$ 0.00	$ 31,765.36	$ 0.00
*	Barrera Torres Infrastructure, PLLC	Program Mgmt	$ 40,256.28	5.80%	$ 0.00	$ 40,256.28	$ 0.00
*	Unintech Consulting Engineers	Program Mgmt	$ 0.00	0.00%	$ 0.00	$ 0.00	$ 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.
Print Name - Company Official /DBE Liaison Officer

Signature

713-520-9570
Phone

July 2, 2013
Date

shari.bricarell@dannenbaum.com
Email

713-527-6442
Fax

ATTACHMENT H-3

Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) June / 2013

Contract #: HCRMA Program Mgmt Consultant Project
Date of Execution: _____
Prime Provider: Dannenbaum Engineering Corporation
Work Authorization No. 5

Original Contract Amount: $ 5,000,000.00
Approved Supplemental Agreements: $ 0.00
Total Contract Amount: $ 5,000,000.00
Work Authorization Amount: $ 769,236.96

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
	HDR Engineering, Inc.	Program Mgmt	$ 3,694.92	0.48%	$ 0.00	$ 3,694.92	$ 0.00
*	Blanton & Associates, Inc.	Program Mgmt	$ 8,045.26	1.05%	$ 0.00	$ 8,045.26	$ 0.00
*	Aranda & Associates, Inc.	Program Mgmt	$ 35,109.64	4.56%	$ 0.00	$ 35,109.64	$ 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.
Print Name - Company Official /DBE Liaison Officer

Signature

713-520-9570
Phone

July 2, 2013
Date

shari.bricarell@dannenbaum.com
Email

713-527-6442
Fax

ATTACHMENT H-3

Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) June / 2013

Contract #: HCRMA Program Mgmt Consultant Project
Date of Execution: _____
Prime Provider: Dannenbaum Engineering Corporation
Work Authorization No. 6

Original Contract Amount: $ 5,000,000.00
Approved Supplemental Agreements: $ 0.00
Total Contract Amount: $ 5,000,000.00
Work Authorization Amount: $ 1,266,983.98

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining
*	Blanton & Associates, Inc.	Program Mgmt	$ 37,409.49	2.95%	$ 0.00	$ 26,775.94	$ 10,633.55
*	Aranda & Associates, Inc.	Program Mgmt	$ 261,585.23	20.65%	$ 123,528.62	$ 154,087.89	$ 107,497.34
*	Barrera Torres Infrastructure, PLLC	Program Mgmt	$ 22,933.66	1.81%	$ 0.00	$ 0.00	$ 22,933.66
*	C&M Associates, Inc.	Program Mgmt	$ 70,000.00	5.52%	$ 28,000.00	$ 28,000.00	$ 42,000.00
*	Aerial Data Service	Program Mgmt	$ 63,885.56	5.04%	$ 0.00	$ 0.00	$ 63,885.56
	HDR Engineering, Inc.	Program Mgmt	$ 62,216.38	4.91%	$ 31,854.62	$ 31,854.62	$ 30,361.76

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.
Print Name - Company Official /DBE Liaison Officer

shari.bricarell@dannenbaum.com
Email

Signature

713-520-9570
Phone

713-527-6442
Fax

July 2, 2013
Date

Item 2C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**2C**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/17/13**
FINANCE COMMITTEE		**MEETING DATE**	**7/24/13**
TECHNICAL COMMITTEE			

1. Agenda Item: **APPROVAL OF THE FINANCIAL REPORT FOR THE MONTH OF MAY 2013**

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

   Consideration and approval of financial report for the month of May 2013.

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 2013 as presented.**

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

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

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

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

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
STATEMENT OF NET POSITION
MAY 31, 2013

ASSETS

Cash - Unrestricted	$	127,381.73
Cash - Restricted		4,708,810.33
Office Equipment, net		8,629.64
Accounts Receivable - VR Fees		483,460.00
Debt Issuance Cost		112,421.24
Capital Assets Not Being Depreciated		32,652,174.28
TOTAL ASSETS	$	38,092,877.22

LIABILITIES AND NET POSITION

LIABILITIES		
Due to LRGVDC	$	1,027.86
Accrued Interest		104,072.45
Note Payable - Hidalgo County		200,000.00
Note Payable - First National Bank		11,308,556.98
Total Liabilities		11,613,657.29
NET POSITION		
Investment in Capital Assets, Net of Related Debt		21,464,668.18
Restricted for:		
Debt Service		152,763.00
Loop Project		4,731,812.38
Unrestricted		129,976.37
Total Net Position		26,479,219.93
TOTAL LIABILITIES AND NET POSITION	$	38,092,877.22

See accountant's compilation report.

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FIVE MONTHS ENDED MAY 31, 2013

	Function/Program		
	Administration	Capital Projects	Total Combined
EXPENSES:			
Loop Project:			
Dues & Subscriptions	$ 506.40	$ -	$ 506.40
Postage & Delivery	6.49	-	6.49
MPO Wages & Benefits	916.02	-	916.02
Insurance & Bonding	8.00	-	8.00
Travel	44.61	-	44.61
Printing & Publications	29.88	-	29.88
Wages	8.79	-	8.79
Bank Service Charges	0.24	-	0.24
Accounting Fees	50.00	-	50.00
Legal & Professional	28.73	-	28.73
Financial Consulting Fees	100.00	-	100.00
Office Supplies	7.20	-	7.20
Rental Expense	66.50	-	66.50
Utilities	9.58	-	9.58
Miscellaneous	67.72	-	67.72
Total Expenses	1,850.16	-	1,850.16
PROGRAM REVENUES:			
Operating Grants:			
Vehicle Registration Fees	-	2,603,970.00	2,603,970.00
CHANGE IN NET POSITION	(1,850.16)	2,603,970.00	2,602,119.84
Net Position, January 1, 2013	5,280,575.40	18,596,524.69	23,877,100.09
NET POSITION, MAY 31, 2013	$ 5,278,725.24	$ 21,200,494.69	$ 26,479,219.93

See accountant's compilation report.

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
(MODIFIED ACCRUAL)
AS OF MAY 31, 2013

	General Operating Fund	Capital Projects: Loop Project Fund	Capital Projects: Vehicle Registration Fund	Debt Service Fund	Total Combined
REVENUES:					
Vehicle Registration Fees	$ 0.00	$ 0.00	$ 2,603,970.00	$ 0.00	$ 2,603,970.00
Total Revenues	0.00	0.00	2,603,970.00	0.00	2,603,970.00
EXPENDITURES:					
Administrative	157,856.92	86.69	0.00	0.00	157,943.61
Accounting Fees	5,000.00	0.00	0.00	0.00	5,000.00
Consulting & Engineering	0.00	1,013,848.96	0.00	0.00	1,013,848.96
Financial Consulting Fees	10,000.00	0.00	0.00	0.00	10,000.00
Insurance & Bonding	800.00	0.00	0.00	0.00	800.00
Interest Expense	0.00	7,083.35	0.00	143,966.58	151,049.93
Legal & Professional	2,873.50	15,186.46	0.00	0.00	18,059.96
Rental Expense	6,650.10	0.00	0.00	0.00	6,650.10
Wages	879.44	0.00	0.00	0.00	879.44
Total Expenditures	184,059.96	1,036,205.46	0.00	143,966.58	1,364,232.00
NET REVENUES	(184,059.96)	(1,036,205.46)	2,603,970.00	(143,966.58)	1,239,738.00
OTHER FINANCING SOURCES (USES)					
Transfers In (Out)	0.00	500,000.00	(796,694.04)	296,694.04	0.00
Total Other Financing Sources (Uses)	0.00	500,000.00	(796,694.04)	296,694.04	0.00
NET CHANGE IN FUND BALANCE	$ (184,059.96)	$ (536,205.46)	$ 1,807,275.96	$ 152,727.46	$ 1,239,738.00

See accountant's compilation report.

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
FOR THE ONE MONTH ENDED MAY 31, 2013

	General Operating Fund	Capital Projects: Loop Project Fund	Capital Projects: Vehicle Registration Fund	Capital Projects: Debt Service Fund	Total Combined
REVENUES:					
Vehicle Registration Fees	$ 0.00	$ 0.00	$ 483,460.00	$ 0.00	$ 483,460.00
Total Revenues	0.00	0.00	483,460.00	0.00	483,460.00
EXPENDITURES:					
Administrative	25,393.56	0.00	0.00	0.00	25,393.56
Consulting & Engineering	0.00	294,842.68	0.00	0.00	294,842.68
Interest Expense	0.00	1,416.67	0.00	26,306.03	27,722.70
Legal & Professional	0.00	2,525.00	0.00	0.00	2,525.00
Rental Expense	1,330.02	0.00	0.00	0.00	1,330.02
Wages	279.44	0.00	0.00	0.00	279.44
Total Expenditures	27,003.02	298,784.35	0.00	26,306.03	352,093.40
NET REVENUES	(27,003.02)	(298,784.35)	483,460.00	(26,306.03)	131,366.60
OTHER FINANCING SOURCES (USES)					
Total Other Financing					
NET CHANGE IN FUND BALANCE	(27,003.02)	(298,784.35)	483,460.00	(26,306.03)	131,366.60

See accountant's compilation report

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
11010.000	**FNB-General Operating**			149,875.89			
05/13/13	1		Cash Disbursements		(67,153.02)		
05/16/13	36		Transfer from loot to Gen		44,658.86		
				May	(22,494.16)	127,381.73	
					(22,494.16)		127,381.73
11120.000	**Due from LRGVDC**			(1,027.86)			
					0.00		(1,027.86)
11140.000	**Interfund Receivables**			151,124.50			
05/31/13	5.7	J	To record interfund accounts for May allocations		52,685.20		
				May	52,685.20	203,809.70	
					52,685.20		203,809.70
11200.000	**Equipment**			3,394.72			
					0.00		3,394.72
11210.000	**Furniture & Fixtures**			3,425.84			
					0.00		3,425.84
11220.000	**Computer equipment/software**			3,185.33			
					0.00		3,185.33
11230.000	**Accumulated Depreciation**			(1,376.25)			
					0.00		(1,376.25)
12135.000	**Interfund Payables**			(187.20)			
					0.00		(187.20)
12140.000	**Note Payable-Hidalgo Co**			(200,000.00)			
					0.00		(200,000.00)
14000.000	**Fund Balance**			(5,280,575.40)			
					0.00		(5,280,575.40)
16100.000	**Dues & Subscriptions**			10,640.00			
05/13/13	10513	V	Rio Grande Valley Partnership		40,000.00		
				May	40,000.00	50,640.00	
					40,000.00		50,640.00
16110.000	**Postage & Delivery**			362.75			
05/13/13	10501	V	A Fast Delivery		137.25		
05/13/13	10502	V	A Fast Delivery		149.00		
				May	286.25	649.00	
					286.25		649.00

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
16200.000 MPO Wages & Benefits				69,384.68			
05/13/13	10503	V	City of McAllen		119.00		
05/13/13	10504	V	City of McAllen		119.00		
05/13/13	10505	V	City of McAllen		12,053.39		
05/13/13	10506	V	City of McAllen		9,926.39		
				May	22,217.78	91,602.46	
					22,217.78		91,602.46
16220.000 Insurance & Bonding				800.00			
					0.00		800.00
16600.000 Travel				4,461.18			
					0.00		4,461.18
16620.000 Printing & Publications				2,096.17			
05/13/13	10508	V	Dahill		891.55		
				May	891.55	2,987.72	
					891.55		2,987.72
17000.000 Wages				600.00			
05/13/13	10511	V	One Stop Staffing		279.44		
				May	279.44	879.44	
					279.44		879.44
17030.000 Bank Service Charges				24.00			
					0.00		24.00
17050.000 Accounting Fees				5,000.00			
					0.00		5,000.00
17100.000 Legal & Professional				2,873.50			
					0.00		2,873.50
17120.000 Financial Consulting Fees				10,000.00			
					0.00		10,000.00
17140.000 Office Supplies				0.00			
05/13/13	10510	V	Office Depot		720.46		
				May	720.46	720.46	
					720.46		720.46
17150.000 Rental Expense				5,320.08			
05/13/13	10507	V	City of Pharr		1,000.00		
05/13/13	10514	V	Wells Fargo		330.02		
				May	1,330.02	6,650.10	
					1,330.02		6,650.10

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
17210.000 Utilities				777.43			
05/13/13	10512	V	Pena Designs		150.00		
05/31/13	2.2		To record bank debits to Veh Reg Account for May		30.41		
				May	180.41	957.84	
					180.41		957.84
17310.000 Miscellaneous				5,494.58			
05/13/13	10509	V	First National Bank		1,277.52		
				May	1,277.52	6,772.10	
					1,277.52		6,772.10
21020.000 FNB-Loop Project				307,839.43			
05/07/13	2.1		to record deposit to Loop from Veh Reg		500,000.00		
05/13/13	1		Cash Disbursements		(342,026.54)		
				May	157,973.46	465,812.89	
					157,973.46		465,812.89
21150.000 Debt Issuance Cost				112,421.24			
					0.00		112,421.24
21180.000 Loop Project				31,288,752.98			
					0.00		31,288,752.98
22135.000 Interfund Payables				(151,124.50)			
05/31/13	5.7	J	To record interfund accounts for May allocations		(52,685.20)		
				May	(52,685.20)	(203,809.70)	
					(52,685.20)		(203,809.70)
22145.000 Accrued Expenses				0.00			
					0.00		0.00
22146.000 Accrued Interest				(102,655.78)			
05/31/13	5.3	J	To accrue interest on Hidalgo Co note		(1,416.67)		
				May	(1,416.67)	(104,072.45)	
					(1,416.67)		(104,072.45)
22150.000 Note Payable - FNB				(11,430,597.97)			
05/31/13	5.4	J	To reclassify principal portion of FNB note payment made in May		122,040.99		
				May	122,040.99	(11,308,556.98)	
					122,040.99		(11,308,556.98)
23000.000 Bank Transfers				(500,000.00)			

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
23000.000 Bank Transfers (cont.)							
05/13/13	10466	V	HCRMA		44,658.86		
05/16/13	36		Transfer from loot to Gen		(44,658.86)		
				May	0.00	(500,000.00)	
					0.00		(500,000.00)
24000.000 Fund Balance				(15,165,931.74)			
					0.00		(15,165,931.74)
26600.000 Travel				86.69			
					0.00		86.69
27100.000 Legal & Professional				12,661.46			
05/13/13	10462	V	DANIEL G. RIOS		2,525.00		
				May	2,525.00	15,186.46	
					2,525.00		15,186.46
27210.000 Utilities				0.00			
05/31/13	2.2		To record bank debits to Veh Reg Account for May		10.81		
				May	10.81	10.81	
					10.81		10.81
27320.000 Interest Expense				5,666.68			
05/31/13	5.3	J	To accrue interest on Hidalgo Co note		1,416.67		
				May	1,416.67	7,083.35	
					1,416.67		7,083.35
28000.000 Consulting & Engineering				719,006.28			
05/13/13	10461	V	Atkins- IBTC		69,651.54		
05/13/13	10463	V	Dannenbaum		114,995.38		
05/13/13	10464	V	First Southwest		6,216.35		
05/13/13	10465	V	First Southwest		44,123.48		
05/13/13	10467	V	L&G Consulting Engineers, Inc		59,855.93		
				May	294,842.68	1,013,848.96	
					294,842.68		1,013,848.96
31030.000 FNB-Vehicle Registration				4,193,572.68			
05/07/13	2.0		To record transfer from Veh Reg to Loop		(500,000.00)		
05/10/13	36		To record deposit to Veh Reg form County of Hidalgo		545,050.00		
05/13/13	1		Cash Disbursements		(148,347.02)		
05/31/13	2.2		To record bank debits to Veh Reg Account for May		(41.22)		
				May	(103,338.24)	4,090,234.44	
					(103,338.24)		4,090,234.44

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
31130.000	**Accounts Receivable - VR Fees**			545,050.00			
05/31/13	5.1	J	To reverse VR fees accrued in April		(545,050.00)		
05/31/13	5.2	J	To accrue VR fees for May		483,460.00		
				May	(61,590.00)	483,460.00	
					(61,590.00)		483,460.00
31140.000	**Interfund Receivables**			187.20			
					0.00		187.20
33000.000	**Bank Transfers**			796,694.04			
05/07/13	2.0		To record transfer from Veh Reg to Loop		500,000.00		
05/07/13	2.1		to record deposit to Loop from Veh Reg		(500,000.00)		
05/13/13	10089	V	HCRMA		148,347.02		
05/15/13	36		To record transfer from Veh Reg to Debt		(148,347.02)		
				May	0.00	796,694.04	
					0.00		796,694.04
34000.000	**Fund Balance**			(535,892.02)			
					0.00		(535,892.02)
35040.000	**Vehicle Registration Fees**			(2,120,510.00)			
05/10/13	36		To record deposit to Veh Reg form County of Hidalgo		(545,050.00)		
05/31/13	5.1	J	To reverse VR fees accrued in April		545,050.00		
05/31/13	5.2	J	To accrue VR fees for May		(483,460.00)		
				May	(483,460.00)	(2,603,970.00)	
					(483,460.00)		(2,603,970.00)
37140.000	**Office Supplies**			40.81			
					0.00		40.81
37220.000	**Telephone**			30.00			
					0.00		30.00
41040.000	**FNB- Debt Service Account**			152,763.00			
05/13/13	1		Cash Disbursements		(148,347.02)		
05/15/13	36		To record transfer from Veh Reg to Debt		148,347.02		
				May	0.00	152,763.00	
					0.00		152,763.00
43000.000	**Bank Transfers**			(296,694.04)			
					0.00		(296,694.04)
44000.000	**Fund Balance**			(2,894,700.93)			
					0.00		(2,894,700.93)

Date	Reference	T	Description	Beginning Balance	Current Amount	Period End Amount	YTD Balance
47320.000 Interest Expense				117,660.55			
05/13/13	10053	V	First National Bank		148,347.02		
05/31/13	5.4	J	To reclassify principal portion of FNB note payment made in May		(122,040.99)		
				May	26,306.03	143,966.58	
					26,306.03		143,966.58

Range of Periods Specified:

Total Profit/(Loss) 91,175.38

Number of Transactions 50

The General Ledger is in balance 0.00

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
May 2013 Trial Balance (Cash Basis)

General Operating Fund Account	T	Account Description	5 Months Ended May 31, 2013
11010.000	A	FNB-General Operating	127,381.73
11020.000	A	FNB-Loop Project	0.00
11030.000	A	FNB-Vehicle Registration	0.00
11040.000	A	FNB- Debt Service Account	0.00
11100.000	A	Returned Checks	0.00
11120.000	A	Due from LRGVDC	(1,027.86)
11130.000	A	Accounts Receivable - VR Fees	0.00
11140.000	A	Interfund Receivables	203,809.70
11180.000	A	Loop Project	0.00
11190.000	A	Land	0.00
11200.000	A	Equipment	3,394.72
11210.000	A	Furniture & Fixtures	3,425.84
11220.000	A	Computer equipment/software	3,185.33
11230.000	A	Accumulated Depreciation	(1,376.25)
12120.000	L	FICA & WH Payable	0.00
12130.000	L	FUTA Tax Payable	0.00
12135.000	L	Interfund Payables	(187.20)
12140.000	L	Note Payable-Hidalgo Co	(200,000.00)
12145.000	L	Accrued Expenses	0.00
12146.000	L	Accrued Interest	0.00
12150.000	L	Note Payable - FNB	0.00
13000.000	R	Bank Transfers	0.00
14000.000	L	Fund Balance	(5,280,575.40)
15000.000	R	Local Contributions-Special	0.00
15010.000	R	Local Contributions	0.00
15020.000	R	Local Contribution Loan	0.00
15030.000	R	FNB Line of Credit	0.00
15040.000	R	Vehicle Registration Fees	0.00
15050.000	R	Revenue 6	0.00
15060.000	R	Interest Income	0.00
16070.000	E	Administrative	0.00
16080.000	E	Construction	0.00
16100.000	E	Dues & Subscriptions	50,640.00
16110.000	E	Postage & Delivery	649.00
16120.000	E	MPO Indirect Costs	0.00
16200.000	E	MPO Wages & Benefits	91,602.46
16210.000	E	Insurance-Health	0.00
16220.000	E	Insurance & Bonding	800.00
16300.000	E	Meals & Entertainment	0.00
16400.000	E	Advertising	0.00
16500.000	E	Training	0.00
16600.000	E	Travel	4,461.18
16610.000	E	Travel- Out of Region/State	0.00
16620.000	E	Printing & Publications	2,987.72
17000.000	E	Wages	879.44
17030.000	E	Bank Service Charges	24.00
17050.000	E	Accounting Fees	5,000.00
17100.000	E	Legal & Professional	2,873.50
17110.000	E	Loop Project	0.00
17120.000	E	Financial Consulting Fees	10,000.00
17130.000	E	Loan Advance Fees	0.00
17140.000	E	Office Supplies	720.46
17150.000	E	Rental Expense	6,650.10
17170.000	E	Repairs & Maintenance	0.00
17180.000	E	Permits & License	0.00
17190.000	E	Depreciation	0.00
17210.000	E	Utilities	957.84
17220.000	E	Telephone	0.00
17250.000	E	Payroll Taxes	0.00
17260.000	E	Property Taxes	0.00
17270.000	E	Penalty Fees	0.00
17310.000	E	Miscellaneous	6,772.10
17320.000	E	Interest Expense	0.00
17360.000	E	Suspense	0.00
18000.000	E	Consulting & Engineering	0.00
19990.000	E	Undistributed	0.00
		Total	(4,956,951.59)

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
May 2013 Trial Balance (Cash Basis)

General Operating Fund Account	T	Account Description	5 Months Ended May 31, 2013
		Period Profit/(Loss)	(185,017.80)

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
May 2013 Trial Balance (Cash Basis)

Loop Project Fund Account	T	Account Description	5 Months Ended May 31, 2013
21010.000	A	FNB-General Operating	0.00
21020.000	A	FNB-Loop Project	465,812.89
21030.000	A	FNB-Vehicle Registration	0.00
21040.000	A	FNB- Debt Service Account	0.00
21100.000	A	Returned Checks	0.00
21120.000	A	Due from LRGVDC	0.00
21130.000	A	Accounts Receivable - VR Fees	0.00
21140.000	A	Interfund Receivables	0.00
21150.000	A	Debt Issuance Cost	112,421.24
21180.000	A	Loop Project	31,288,752.98
21190.000	A	Land	0.00
21200.000	A	Equipment	0.00
21210.000	A	Furniture & Fixtures	0.00
21220.000	A	Computer equipment/software	0.00
21230.000	A	Accumulated Depreciation	0.00
22120.000	L	FICA & WH Payable	0.00
22130.000	L	FUTA Tax Payable	0.00
22135.000	L	Interfund Payables	(203,809.70)
22140.000	L	Note Payable-Hidalgo Co	0.00
22145.000	L	Accrued Expenses	0.00
22146.000	L	Accrued Interest	(104,072.45)
22150.000	L	Note Payable - FNB	(11,308,556.98)
23000.000	R	Bank Transfers	(500,000.00)
24000.000	L	Fund Balance	(15,165,931.74)
25000.000	R	Local Contributions-Special	0.00
25010.000	R	Local Contributions	0.00
25020.000	R	Local Contribution Loan	0.00
25030.000	R	FNB Line of Credit	0.00
25040.000	R	Vehicle Registration Fees	0.00
25050.000	R	Revenue 6	0.00
25060.000	R	Interest Income	0.00
26070.000	E	Administrative	0.00
26080.000	E	Construction	0.00
26100.000	E	Dues & Subscriptions	0.00
26110.000	E	Postage & Delivery	0.00
26120.000	E	MPO Indirect Costs	0.00
26200.000	E	MPO Wages & Benefits	0.00
26210.000	E	Insurance-Health	0.00
26220.000	E	Insurance & Bonding	0.00
26300.000	E	Meals & Entertainment	0.00
26400.000	E	Advertising	0.00
26500.000	E	Training	0.00
26600.000	E	Travel	86.69
26610.000	E	Travel- Out of Region/State	0.00
26620.000	E	Printing & Publications	0.00
27000.000	E	Wages	0.00
27030.000	E	Bank Service Charges	0.00
27050.000	E	Accounting Fees	0.00
27100.000	E	Legal & Professional	15,186.46
27110.000	E	Loop Project	0.00
27120.000	E	Financial Consulting Fees	0.00
27130.000	E	Loan Advance Fees	0.00
27140.000	E	Office Supplies	0.00
27150.000	E	Rental Expense	0.00
27170.000	E	Repairs & Maintenance	0.00
27180.000	E	Permits & License	0.00
27190.000	E	Depreciation	0.00
27195.000	E	Amortization Expense	0.00
27210.000	E	Utilities	10.81
27220.000	E	Telephone	0.00
27250.000	E	Payroll Taxes	0.00
27260.000	E	Property Taxes	0.00
27270.000	E	Penalty Fees	0.00
27310.000	E	Miscellaneous	0.00
27320.000	E	Interest Expense	7,083.35
27360.000	E	Suspense	0.00
28000.000	E	Consulting & Engineering	1,013,848.96
29990.000	E	Undistributed	0.00
		Total	5,620,832.51

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
May 2013 Trial Balance (Cash Basis)

Loop Project Fund Account	T	Account Description	5 Months Ended May 31, 2013
		Period Profit/(Loss)	(536,216.27)

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
May 2013 Trial Balance (Cash Basis)

Vehicle Registration Fund

Account	T	Account Description	5 Months Ended May 31, 2013
31010.000	A	FNB-General Operating	0.00
31020.000	A	FNB-Loop Project	0.00
31030.000	A	FNB-Vehicle Registration	4,090,234.44
31040.000	A	FNB- Debt Service Account	0.00
31100.000	A	Returned Checks	0.00
31120.000	A	Due from LRGVDC	0.00
31130.000	A	Accounts Receivable - VR Fees	483,460.00
31140.000	A	Interfund Receivables	187.20
31180.000	A	Loop Project	0.00
31190.000	A	Land	0.00
31200.000	A	Equipment	0.00
31210.000	A	Furniture & Fixtures	0.00
31220.000	A	Computer equipment/software	0.00
31230.000	A	Accumulated Depreciation	0.00
32120.000	L	FICA & WH Payable	0.00
32130.000	L	FUTA Tax Payable	0.00
32135.000	L	Interfund Payables	0.00
32140.000	L	Note Payable-Hidalgo Co	0.00
32145.000	L	Accrued Expenses	0.00
32146.000	L	Accrued Interest	0.00
32150.000	L	Note Payable - FNB	0.00
33000.000	R	Bank Transfers	796,694.04
34000.000	L	Fund Balance	(535,892.02)
35000.000	R	Local Contributions-Special	0.00
35010.000	R	Local Contributions	0.00
35020.000	R	Local Contribution Loan	0.00
35030.000	R	FNB Line of Credit	0.00
35040.000	R	Vehicle Registration Fees	(2,603,970.00)
35050.000	R	Revenue 6	0.00
35060.000	R	Interest Income	0.00
36070.000	E	Administrative	0.00
36080.000	E	Construction	0.00
36100.000	E	Dues & Subscriptions	0.00
36110.000	E	Postage & Delivery	0.00
36120.000	E	MPO Indirect Costs	0.00
36200.000	E	MPO Wages & Benefits	0.00
36210.000	E	Insurance-Health	0.00
36220.000	E	Insurance & Bonding	0.00
36300.000	E	Meals & Entertainment	0.00
36400.000	E	Advertising	0.00
36500.000	E	Training	0.00
36600.000	E	Travel	0.00
36610.000	E	Travel- Out of Region/State	0.00
36620.000	E	Printing & Publications	0.00
37000.000	E	Wages	0.00
37030.000	E	Bank Service Charges	0.00
37050.000	E	Accounting Fees	0.00
37100.000	E	Legal & Professional	0.00
37110.000	E	Loop Project	0.00
37120.000	E	Financial Consulting Fees	0.00
37130.000	E	Loan Advance Fees	0.00
37140.000	E	Office Supplies	40.81
37150.000	E	Rental Expense	0.00
37170.000	E	Repairs & Maintenance	0.00
37180.000	E	Permits & License	0.00
37190.000	E	Depreciation	0.00
37210.000	E	Utilities	0.00
37220.000	E	Telephone	30.00
37250.000	E	Payroll Taxes	0.00
37260.000	E	Property Taxes	0.00
37270.000	E	Penalty Fees	0.00
37310.000	E	Miscellaneous	0.00
37320.000	E	Interest Expense	0.00
37360.000	E	Suspense	0.00
38000.000	E	Consulting & Engineering	0.00
39990.000	E	Undistributed	0.00
		Total	2,230,784.47

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
May 2013 Trial Balance (Cash Basis)

Vehicle Registration Fund Account	T	Account Description	5 Months Ended May 31, 2013
		Period Profit/(Loss)	1,807,205.15

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
May 2013 Trial Balance (Cash Basis)

Debt Service Fund Account	T	Account Description	5 Months Ended May 31, 2013
41010.000	A	FNB-General Operating	0.00
41020.000	A	FNB-Loop Project	0.00
41030.000	A	FNB-Vehicle Registration	0.00
41040.000	A	FNB- Debt Service Account	152,763.00
41100.000	A	Returned Checks	0.00
41120.000	A	Due from LRGVDC	0.00
41130.000	A	Accounts Receivable - VR Fees	0.00
41140.000	A	Interfund Receivables	0.00
41180.000	A	Loop Project	0.00
41190.000	A	Land	0.00
41200.000	A	Equipment	0.00
41210.000	A	Furniture & Fixtures	0.00
41220.000	A	Computer equipment/software	0.00
41230.000	A	Accumulated Depreciation	0.00
42120.000	L	FICA & WH Payable	0.00
42130.000	L	FUTA Tax Payable	0.00
42135.000	L	Interfund Payables	0.00
42140.000	L	Note Payable-Hidalgo Co	0.00
42145.000	L	Accrued Expenses	0.00
42146.000	L	Accrued Interest	0.00
42150.000	L	Note Payable - FNB	0.00
43000.000	R	Bank Transfers	(296,694.04)
44000.000	L	Fund Balance	(2,894,700.93)
45000.000	R	Local Contributions-Special	0.00
45010.000	R	Local Contributions	0.00
45020.000	R	Local Contribution Loan	0.00
45030.000	R	FNB Line of Credit	0.00
45040.000	R	Vehicle Registration Fees	0.00
45050.000	R	Revenue 6	0.00
45060.000	R	Interest Income	0.00
46070.000	E	Administrative	0.00
46080.000	E	Construction	0.00
46100.000	E	Dues & Subscriptions	0.00
46110.000	E	Postage & Delivery	0.00
46120.000	E	MPO Indirect Costs	0.00
46200.000	E	MPO Wages & Benefits	0.00
46210.000	E	Insurance-Health	0.00
46220.000	E	Insurance & Bonding	0.00
46300.000	E	Meals & Entertainment	0.00
46400.000	E	Advertising	0.00
46500.000	E	Training	0.00
46600.000	E	Travel	0.00
46610.000	E	Travel- Out of Region/State	0.00
46620.000	E	Printing & Publications	0.00
47000.000	E	Wages	0.00
47030.000	E	Bank Service Charges	0.00
47050.000	E	Accounting Fees	0.00
47100.000	E	Legal & Professional	0.00
47110.000	E	Loop Project	0.00
47120.000	E	Financial Consulting Fees	0.00
47130.000	E	Loan Advance Fees	0.00
47140.000	E	Office Supplies	0.00
47150.000	E	Rental Expense	0.00
47170.000	E	Repairs & Maintenance	0.00
47180.000	E	Permits & License	0.00
47190.000	E	Depreciation	0.00
47210.000	E	Utilities	0.00
47220.000	E	Telephone	0.00
47250.000	E	Payroll Taxes	0.00
47260.000	E	Property Taxes	0.00
47270.000	E	Penalty Fees	0.00
47310.000	E	Miscellaneous	0.00
47320.000	E	Interest Expense	143,966.58
47360.000	E	Suspense	0.00
48000.000	E	Consulting & Engineering	0.00
49990.000	E	Undistributed	0.00
		Total	(2,894,665.39)

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
May 2013 Trial Balance (Cash Basis)

Debt Service Fund Account	T	Account Description	5 Months Ended May 31, 2013
		Period Profit/(Loss)	152,727.46

HIDALGO CO. REGIONAL MOBILITY AUTHORITY
VENDOR ACTIVITY REPORT MAY 2013

Date	Reference	Account	Amount	Reference Total	Period Total
		A Fast Delivery			
05/13/13	10501	16110.000	137.25	137.25	
05/13/13	10502	16110.000	149.00	149.00	286.25
				Transaction Total	286.25
		Atkins- IBTC			
05/13/13	10461	28000.000	69,651.54	69,651.54	69,651.54
				Transaction Total	69,651.54
		City of McAllen			
05/13/13	10503	16200.000	119.00	119.00	
05/13/13	10504	16200.000	119.00	119.00	
05/13/13	10505	16200.000	12,053.39	12,053.39	
05/13/13	10506	16200.000	9,926.39	9,926.39	22,217.78
				Transaction Total	22,217.78
		City of Pharr			
05/13/13	10507	17150.000	1,000.00	1,000.00	1,000.00
				Transaction Total	1,000.00
		Dahill			
05/13/13	10508	16620.000	891.55	891.55	891.55
				Transaction Total	891.55
		DANIEL G. RIOS			
05/13/13	10462	27100.000	2,525.00	2,525.00	2,525.00
				Transaction Total	2,525.00
		Dannenbaum			
05/13/13	10463	28000.000	114,995.38	114,995.38	114,995.38
				Transaction Total	114,995.38
		First National Bank			
05/13/13	10053	47320.000	148,347.02	148,347.02	
05/13/13	10509	17310.000	1,277.52	1,277.52	149,624.54
				Transaction Total	149,624.54

Date	Reference	Account	Amount	Reference Total	Period Total
		First Southwest			
05/13/13	10464	28000.000	6,216.35	6,216.35	
05/13/13	10465	28000.000	44,123.48	44,123.48	50,339.83
				Transaction Total	50,339.83
		HCRMA			
05/13/13	10089	33000.000	148,347.02	148,347.02	
05/13/13	10466	23000.000	44,658.86	44,658.86	193,005.88
				Transaction Total	193,005.88
		L&G Consulting Engineers, Inc			
05/13/13	10467	28000.000	59,855.93	59,855.93	59,855.93
				Transaction Total	59,855.93
		Office Depot			
05/13/13	10510	17140.000	720.46	720.46	720.46
				Transaction Total	720.46
		One Stop Staffing			
05/13/13	10511	17000.000	279.44	279.44	279.44
				Transaction Total	279.44
		Pena Designs			
05/13/13	10512	17210.000	150.00	150.00	150.00
				Transaction Total	150.00
		Rio Grande Valley Partnership			
05/13/13	10513	16100.000	40,000.00	40,000.00	40,000.00
				Transaction Total	40,000.00
		Wells Fargo			
05/13/13	10514	17150.000	330.02	330.02	330.02
				Transaction Total	330.02

Item 3A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3A**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/17/13**
FINANCE COMMITTEE		**MEETING DATE**	**7/24/13**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2013 -21 – APPROVAL OF SUPPLEMENTAL NUMBER 4 TO WORK AUTHORIZATON NUMBER 6 OF PROFESSIONAL SERVICE AGREEMENT WITH DANNENBAUM ENGINEERING TO PROVIDE VARIOUS PROGRAM MANAGEMENT AND ENGINEERING SERVICES**

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

   Approval of Supplemental No. 4 to Work Authorization No. 6 to provide various program management and engineering services.

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

4. Budgeted: ___Yes X No ___N/A

Approved maximum payable fee	$5,000,000.00
Approved Work Authorizations 1, 3, 4, 5 & 6 w/ S1-3	$3,698,287.42
Maximum fee balance	$1,301,712.58
Total authorized for WA 1, 3, 4, 5 & 6 w/ S1-3	$3,698,287.42
Payments to date for WA 1, 3, 4, 5 & 6 w/ S1-3	($3,257,725.32)
Work Authorization balance	$ 440,562.10

Proposed Supplemental No. 4 to Work Authorization No. 6:	
Program Management for SH 365	**$752,195.93**
Updating Parcels for Transportation Reinvestment Zone	**$ 62,661.60**
Implementation of Overweight Truck Corridor Permitting System	**$ 20,424.64**
Procurement of Right of Way Mapping, PS&E and Geotech for IBTC	**$ 46,053.74**
Local Environmental Clearance for IBTC	**$ 62,512.86**
Negotiate and Manage Final PS&E for SH 365	**$ 82,214.86**
Implement of ProjectWise for HCRMA	**$ 13,728.90**
Procurement of Toll Equipment Integrator for Hidalgo Count Loop System	**$ 60,772.30**
Procurement of Appraisers, Title Companies and ROW Agents for SH 365	**$ 17,801.34**
Implementation of GIS for Loop ROW Acquisition	**$177,720.74**
Value Engineering for IBTC	**$141,378.50**
	$1,437,465.41

5. Staff Recommendation**: Motion to approve Resolution 2013 -21 – Approval of Supplemental No. 4 to Work Authorization Number 6 of Professional Service Agreement with Dannenbaum Engineering in the amount of $1,437,465.41.**

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

7. Board Attorney's Recommendation: ___Approved ___Disapproved X None

8. Executive Director's Recommendation: X Approved ___Disapproved ___None

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: July 17, 2013

Re: **Supplemental No. 4 to Dannenbaum Engineering Work Authorization Number 6**

Background

At the October 27, 2011, regular meeting, the Board of Directors awarded a professional service agreement for general engineering and program management services to Dannenbaum Engineering for a maximum payable amount of $5,000,000. Subsequently, the Board approved Work Authorizations No. 1, 3, 4, 5, 6 and Supplemental 1, 2 & 3 to Work Authorization No. 6 in the amounts of $909,960.63, $57,750.00, $891,814.61, $832,369.93, $689,834.33, $81,309.04, $149,120.30 and $346,720.31 respectively as discussed below.

Work Authorization No. 1 - was to review prior engineering, surveying, environmental and permitting work provided to the Hidalgo County Regional Mobility Authority (HCRMA).
Work Authorization No. 2 - was cancelled by the HCRMA Board.
Work Authorization No. 3 - was to provide title reports for the SH 365 Project.
Work Authorization No. 4 - was to update the new Executive Director, oversee the update of the Traffic & Revenue study, oversee environmental clearance/preliminary design of SH 365 and oversee various other tasks related to SH 365 and IBTC Projects.
Work Authorizations No. 5 & 6 - are to continue Program Management for SH 365 and IBTC Projects.
Supplemental No. 1 to Work Authorization No. 6 - was to provide a sketch level Traffic & Revenue Study for overweight trucks at the Pharr International Bridge and SH 365.
Supplemental No. 2 to Work Authorization No. 6 - was to provide a Value Engineering Study for the SH 365 Project.
Supplemental No. 3 to Work Authorization No. 6 - was to provide a low level aerial flight and topographic survey for the IBTC Project.

Goal

With the anticipated Environmental Clearance for the SH 365 Project in the second quarter of 2014 and the Local Environmental Clearance of the International Border Trade Corridor (IBTC) in the fourth quarter of 2013, the HCRMA will need to continue Program Management and ramp up efforts for the following tasks:

- Updating parcels for Transportation Reinvestment Zone (TRZ)
- Implementation of Overweight Truck Corridor Permitting System
- Procurement of Right of Way Mapping (ROW), Plans, Specifications & Estimates (PS&E) and Geotechnical firms for IBTC
- Local Environmental Clearance for IBTC
- Negotiate final PS&E for State Highway 365 Project
- Implement ProjectWise for HCRMA
- Procurement of Toll Equipment Integrator for Hidalgo County Loop Network
- Procurement of Appraisers, Title Companies and ROW Agents for SH 365
- Implementation of Geographic Information System for Loop ROW Acquisition
- Value Engineering for IBTC

Program Management for SH 365 – This task includes the ongoing coordination meetings with various agencies for environmental clearance, oversight and review of eight (8) consultant design/surveying contracts, document control, financial modeling and public outreach. The cost for this work is $752,195.93.

Updating of the parcels for the TRZ - This task is proposed due to approximately 2,700 tract out of approximately 55,000 tracts in the zone with no record number assigned. The tracts within the TRZ without record numbers are potential future revenue that is lost by the HCRMA. Staff proposes to update only 1,465 tracts within the SH 365, IBTC and SH 68 (formerly Segment D) project limits at a cost of $62,661.60.

Overweight Truck Corridor - Passage of House Bill 474 will allow the HCRMA to administer an Overweight Truck Corridor within the County. Staff proposes implementation of a permit structure to assess the $80 per truck fee, which includes a 15% administrative fee to the HCRMA. It is estimated that the corridor could generate $500,000 annually in fees for the HCRMA. The cost for this work is $20,424.64.

Procurement of ROW Mapping, PS&E and Geotech for IBTC – Local Environmental Clearance for IBTC is anticipated in late 2013 or early 2014. In order to get the project "Shovel Ready," right of way mapping for parcel acquisition, full plans, specifications & estimates and geotechnical services will need to be procured. It is anticipated that the project will be broken into multiple segments, which will require the preparation, solicitation, evaluation and award of multiple professional service agreements. The cost for this work is $46,053.74.

Local Environmental Clearance for IBTC – This task will update the Local Environmental Document for the IBTC Project and allow the Board of Directors to issue a Finding of No Significant Impact for the project. The cost for this work is $62,512.86.

Negotiate and Manage Final PS&E for SH 365 Project – This task will allow for the coordination, final negotiation and oversight of the PS&E with the three (3) Engineering Firms assigned to the SH 365 Project. The cost for this work is $82,214.86.

Implement ProjectWise for the HCRMA – Along with the final PS&E, ProjecWise software will be implemented to track the multitude of design documents for the various projects. Thousands of documents will be generated through the various iterations of the project design. ProjectWise will allow for ease of tracking, reduce duplication and save time for all disciplines involved in the design process. The cost for this work is $13,728.90.

Procurement of Toll Equipment Integrator for Loop Network – Due to the technical and financial nature of toll collection, an integrator will need to be procured to determine the system to be utilized for the entire Loop Network. The work includes the evaluation and award of a toll integrator to develop the master equipment/hardware/software plan for the future network. The cost for this work is $60,772.30.

Procurement of Appraisers, Title Companies and ROW Agents for SH 365 – With a federal/state environmental clearance anticipated in the second quarter of 2014, multiple appraisers, title companies and ROW agents will be required to meet the aggressive land acquisition schedule for SH 365. The tasks include evaluation and award of multiple professional service agreements. The cost for this work is $17,801.34.

Implementation of GIS for Loop ROW Acquisition – With the anticipated acquisition of approximately 150 parcels for the SH 365 Project and 300 parcels for the IBTC Project, a GIS system for acquisition is necessary to inventory the parcels and any pertinent information associated with each parcel (i.e. deeds, mineral rights, wells, easements, utilities, etc.). Ultimately, thousands of parcels will be tracked with this system. The cost for this work is $177,720.44.

Value Engineering for IBTC Project – With the completion of the schematic design for IBTC, a value engineering study would be in order for the project. The value engineering process is designed to save cost without sacrificing the quality of the project. IBTC is anticipated to be placed on the state highway system in the future. A value engineering study would be one of the requirements for acceptance into the system. The cost for this work is $141,378.50.

The tasks noted above, with the exception of the line item for Program Management, are one-time expenses and will not re-occur as part of the SH 365 or IBTC Projects.

The value of the Program Management ($752,195.93) and Engineering tasks ($685,269.48) anticipated in the next six (6) months are aggregately $1,437,465.41. A detailed level of effort for each of the listed tasks is attached.

Options
The tasks listed above may be deferred, however, completing the work in a timely manner may be placed at risk due to the time constraints and aggressive schedule for the SH 365 and IBTC Projects.

Recommendation
Based on review by this office, **approval of Supplemental No. 4 to Work Authorization No. 6 of Professional Service Agreement with Dannenbaum Engineering is recommended in the amount of $1,437,465.41**.

Additionally, at the July 17, 2013 meeting, the Planning Committee recommended approval of Supplemental No. 4 to Work Authorization No. 6 in the amount of $1,437,465.41.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2013 – 21

APPROVAL OF SUPPLEMENTAL NUMBER 4 TO WORK AUTHORIZATION NUMBER 6 OF PROFESSIONAL SERVICES AGREEMENT WITH DANNENBAUM ENGINEERING CORPORATION TO PROVIDE CONTINUED PROGRAM MANAGEMENT FOR STATE HIGHWAY 365 AND THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS

THIS RESOLUTION is adopted this 24th day of July, 2013 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on October 27, 2011 the Authority awarded a professional service agreement for general engineering and program management services to Dannenbaum Engineering Corporation in the maximum payable amount of $5,000,000;

WHEREAS, the Authority has subsequently approved Work Authorizations Numbers 1, 3, 4, 5 and 6, including Supplemental Number 1 to Work Authorization Number 4, Supplemental Numbers 1 & 2 to Work Authorization Number 5, and Supplemental Numbers 1, 2 & 3 to Work Authorization Number 6, in the amounts of $909,960.63, $57,750.00, $694,355.85, $769,236.96, $920,263.67 and $346,720.31 respectively;

WHEREAS, in order to continue program management for advance project development of the State Highway 365 and the International Bridge Trade Corridor Projects, Supplemental No. 4 to Work Authorization Number 6 has been prepared by Danennbaum Engineering and reviewed by HCRMA staff;

WHEREAS, HCRMA staff has negotiated Supplemental No. 4 to Work Authorization Number 6 in the amount of $1,437,465.41;

WHEREAS, the Authority has determined it is necessary to approve Supplemental No. 4 to Work Authorization Number 6 to continue program management for the advance project development of the State Highway 365 and the International Bridge Trade Corridor Projects;

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

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

Section 2. The Board hereby approves Supplemental No. 4 to Work Authorization Number 6 to the Professional Services Agreement with Dannenbaum Engineering Corporation hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Supplemental No. 4 to Work Authorization Number 6 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 24th day of July, 2013, at which meeting a quorum was present.

_____

Dennis Burleson, Chairman

_____

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

SUPPLEMENTAL NO. 4 TO WORK AUTHORIZTION NUMBER 6
OF
PROFESSIONAL SERVICE AGREEMENT WITH DANNENBAUM ENGINEERING CORPORATION DATED OCTOBER 27, 2011

SUPPLEMENTAL WORK AUTHORIZATION NO. 4
TO WORK AUTHORIZATION NO. 6 (Revision No. 2 06/24/2013)

SUPPLEMENTAL WORK AUTHORIZATION NO. 4
TO WORK AUTHORIZATION NO. 6 (Revision No. 2 06/24/2013)

ATTACHMENT D-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 Program Management Engineering Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Dannenbaum Engineering Corporation (the Engineer).

The following terms and conditions of Work Authorization No. 6 are hereby amended as follows:

Part I. The scope of services as outlined in Work Authorization No. 6 will be supplemented with additional scope as shown and included in Exhibit "B" Additional Scope of Services to be Provided By The Engineer (Supplemental Agreement No. 4 to Work Authorization No. 6).

Part II. The schedule as outlined in Work Authorization No. 6 will be amended to incorporate Exhibit 'C-Amended' Work schedule (Supplemental Agreement No. 4 to Work Authorization No. 6).

Part III. The maximum amount payable under this Work Authorization No. 6 will be modified to **$2,704,449.39** increasing the original Work Authorization No. 6 by **$1,437,465.41**. The Engineer's Estimated Work Authorization No. 6 costs have been increased in accordance with the attached Exhibit 'D' (Modified Fee Schedule / Budget for Supplemental Agreement No. 4 to Work Authorization No. 6).

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 6 not hereby amended are to remain in full force and effect.

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

THE ENGINEER	**THE AUTHORITY**
_____	_____
(Signature)	(Signature)
Louis H. Jones, Jr., P.E.	Pilar Rodriguez, P.E.
(Printed Name)	(Printed Name)
Principal	Executive Director
(Title)	(Title)
_____	_____
(Date)	**(Date)**

List of Exhibits

Exhibit B	Services to be provided by the Engineer
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget

EXHIBIT B
ADDITIONAL SCOPE OF SERVICES
FOR SA NO. 4 TO WA NO. 6 (Revision No.2 06/24/2013)

EXHIBIT B
ADDITIONAL SCOPE OF SERVICES
TO BE PROVIDED BY THE ENGINEER
FOR SA NO. 4 TO WA NO. 6 (Revision No. 2 06/24/2013)

CONTINUATION OF CORE PROGRAM MANAGEMENT CONSULTANT / GENERAL ENGINEERING CONSULTANT SERVICES
**Items highlighted in yellow are to be conducted as additional services for non-recurring events
A. Coordinate / Update / Assist Executive Director
1. Continue Educating 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
B. Attend / Prepare Data / Report on Various Meetings (6.0 Months) (Additional from July 1, 2013 to December 31, 2013)
1. HCRMA Board Meetings Including Presentation (Monthly)(6 Mtgs) (Inc. Prep Time)
2. HCRMA Planning Committee Meetings (6 Mtgs @ 2 hrs./Mtgs) (Inc. Prep Time)
3. HCRMA Finance Committee Meetings (6 Mtgs @ 2 hrs./Mtgs) (Inc. Prep Time)
4. HCRMA MPO Policy Committee Meeting (6 Mtgs @ 2 hrs./Mtgs) (Inc. Prep Time)
5. HCRMA MPO Tech Committee Meeting (6 Mtgs @ 2 hrs./Mtgs) (Inc. Prep Time)
6. Various HCRMA Mtgs w/ Individual Board Members / Special Board Meetings (6 Mtgs @ 2 hrs./Mtgs) (Inc. Prep Time)
7. Hidalgo County Meetings w/Staff (2 Mtgs. @2 hr. / Mtg.) (Inc. Prep Time)
8. Hidalgo County Commissioner Precinct No. 1 (2 Mtgs. @ 2 hrs. / Individual Mtg.)
9. Hidalgo County Commissioner Precinct No. 2 (2 Mtgs. @ 2 hrs. / Individual Mtg.)
10. Hidalgo County Commissioner Precinct No. 3 (2 Mtgs. @ 2 hrs. / Individual Mtg.)
11. Hidalgo County Commissioner Precinct No. 4 (2 Mtgs. @ 2 hrs. / Individual Mtg.)
12. Attend Meetings TxDOT-Pharr (2 Mtgs. @ 2 hrs. / Mtg.)(Inc. Prep Time)
13. Attend Meetings TxDOT-Austin includes Travel (1 Mtgs. @ 10 hrs. / Mtg.)
14. Attend Meetings With Legislators (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 (3 Monthly Mtgs.) (3 Mtgs. x 2hr. / Mtg.)
C. Continue to Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy Including Updating Strategy (One (1) Updates) from July 1, 2013 to December 31, 2013

EXHIBIT B
ADDITIONAL SCOPE OF SERVICES
TO BE PROVIDED BY THE ENGINEER
FOR SA NO. 4 TO WA NO. 6 (Revision No. 2 06/24/2013)

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
1. Meet / Coordinate With TxDOT Pharr (1 Mtgs. @ 2 hrs. / Mtg.)
2. Meet / Coordinate With TxDOT Austin (2 Mtgs @ 10 hrs. / Mtg.)
3. Finalize Availability Payments with TxDOT
E. Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System from July 1, 2013 to December 31, 2013
1. Continue to Input Data for Development of Monthly Reports for HCRMA Board (July 1, 2013 thru December 31, 2013)
2. Continue to Modify Monthly Reports for HCRMA Needs
3. Continue to Input Monthly Data and Produce Final Reports for July 1, 2013 thru June 1, 2014
F. Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy) from July 1, 2013 to December 31, 2013
G. Continue to Coordinate and assist with Hidalgo County Appraisal District on TRZ Inputs and Agreements and Finalize Agreements with each entity (SEE "INPUT DATA FOR 485 PARCELS-TRZ (SECT. A (WEST), SH 365, and IBTC)-DANNENBAUM") from July 1, 2013 to December 31, 2013
H. Continue to Finalize and Implement Public Outreach Program with Assistance from Consultant (Pathfinder) and others from July 1, 2013 to December 31, 2013
1. Finalize / Implement Public Outreach
2. Review / Update Website
3. Develop Monthly Newsletter (Assist Subs)
4. Begin Development of Branding Loop Project (Assist Subs)
5. Assist / Develop Support Resolution From All Cities (Total 5 Mtgs.)

EXHIBIT B
ADDITIONAL SCOPE OF SERVICES
TO BE PROVIDED BY THE ENGINEER
FOR SA NO. 4 TO WA NO. 6 (Revision No. 2 06/24/2013)

6. Meet With Large Property Owners (SH 365) (Total 2 Mtgs. Including Preparation)
7. Meet With EDC for the Cities of McAllen / Mission (Total 1 Mtg.)
8. Meet With Trade Association / Civic Association (US / Mexico) (Total 1 Mtg.)
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 31, 2013:
1. City of Pharr (2 Mtgs)
2. City of Granjeno (1 Mtgs)
3. City of Donna (1 Mtgs)
4. City of Weslaco (1 Mtgs)
5. City of Mercedes (1 Mtgs)
6. City of Edcouch (1 Mtgs)
7. City of McAllen (2 Mtgs.)
8. City of Mission (2 Mtgs.)
9. City of Penitas (1 Mtgs)
10. City of Palmview (1 Mtgs)
11. City of La Joya (1 Mtgs)
12. City of Edinburg (2 Mtgs.)
13. City of Sullivan City (1 Mtg.)
J. Continue the Oversight of C&M Associates, Inc., in Developing the Overweight Corridor Study (6.0 Months) (SEE "OVERWEIGHT CORRIDOR-DANNENBAUM") from July 1, 2013 to December 31, 2013
K. Continue to Oversee IBTC (6.0 Months) (ITEMS 1,2, and 3 BELOW SEE "PROCURE/NEGOTIATE/DEVELOP CONSULTANT CONTRACTS FOR IBTC (ENG./ROW SURVEYORS/GEOTECH)-DANNENBAUM/ARANDA") (ITEMS 4, 5, and 11 SEE "LOCAL ENVIRONMENTAL CLEARANCE (EA)/OVERSEE ENG. IBTC-DANNENBAUM/BLANTON") from July 1, 2013 to December 31, 2013

EXHIBIT B
ADDITIONAL SCOPE OF SERVICES
TO BE PROVIDED BY THE ENGINEER
FOR SA NO. 4 TO WA NO. 6 (Revision No. 2 06/24/2013)

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 (3 Projects)
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))
3. Assist HCRMA E.D. to Develop RFQ; Procure Geotechnical Consultant for Geotechnical work for all of IBTC assume one project
4. Continue to Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (6.0 Months)
5. Oversee IBTC Drainage Studies (Nov. 1, 2013 to Dec. 31, 2013) (2.0 Months)
6. Oversee Low Level Flight (Assisted by Aranda & Associates - Lead) (including previous)
7. QA/QC Drainage Study (60%)
8. QA/QC Low Level Flight (Aranda) (Including in Previous)
9. Attend Meeting with USIBWC (1) (Combined with SH 365) In El Paso
10. Attend Meeting with USACOE (1) (Combined with SH 365)
11. Attend Meeting with US Fish and Wildlife (1)
L. Continue to Oversee SH 365 (Segment 1, 2, & 3) (Incl. SH 365 at GSA Anzalduas Bridge) (6.0 Months) (ITEMS 4, 5, 10, 13, and 14 SEE "NEGOTIATE/OVERSEE W.A. NO. 2 FOR ENG PS&E (L&G/S&B)-DANNENBAUM") from July 1, 2013 to December 31, 2013
1. Continue to Oversee Environmental Clearance By Atkins (EA) Includes Negotiating Limits to FM 1016 (Assisted by Blanton & Assoc. - Lead)
2. Continue to Oversee Drainage Studies/Utilities/Pavement Design Produced By L&G Engineering / S&B Infrastructure Including Segment No. 3. Also, (W.A. No. 1)
3. Continue to QA/QC Drainage Study (90%/100%)
4. Attend Meeting With USIBWC (1 Mtg. - El Paso) (Including IBTC)
5. Attend Meeting With USAOE (1 Mtg. - HST)
6. Attend Meeting With US Fish & Wildlife (1 Mtg. - RGV) (Included in IBTC)
7. Attend Meeting With TxDOT Austin / FHWA (1 Mtg. - Austin)
8. Continue to Oversee / Development of 4-Lane Schematic L&G Engineering and S&B Infrastructure (W.A. No.1)
9. QA/QC Schematic (100%)

EXHIBIT B
ADDITIONAL SCOPE OF SERVICES
TO BE PROVIDED BY THE ENGINEER
FOR SA NO. 4 TO WA NO. 6 (Revision No. 2 06/24/2013)

10. Prepare Decision Matrix for Environmental Consultant
11. Continue to Oversee Surveyors Including Right of Entry Assistance for 100 Parcels (DOS Logistics / Quintanilla) (Assisted by Aranda and Associates - Lead)
12. Hold / Lead Final Public Involvement Meeting (1 Additional Mtg.) Including Prepare Exhibits
13. Negotiate/Prepare W.A. No. 2 with L&G and S&B For PS&E Development including monitoring PS&E Development From 9/1/13 to 12/31/13 (4.0 Months)
14. Negotiate/Prepare WA No. 2 for DOS and Quintanilla for SH 365 (Assist By Aranda & Associates)
15. Meet with Hunt Development (Mission - 2 Mtgs) (2 hrs. / Mtgs)((Inc. Prep Time)
16. Assist HDR in Developing TIFIA Application (NOT in this Supplemental)
M. Continue to oversee SH 365 Segment No. 4 (US 281 / Military) (6.0 Months) from July 1, 2013 to December 31, 2013
1. Oversee Environmental Clearance by Atkins (Included in Item L)
2. Oversee Engineer in Development of Drainage / Utilities/ Schematic / Survey / Warrant Studies / Illumination Studies (6.0 Months)
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)
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)
N. Implementation of GIS Tools (SEE "GIS DANNENBAUM")
O. Implementation Of Project Wise (SEE "IMPLEMENT PROJECTWISE-DANNENBAUM")
P. Negotiate Oversee Toll Integrator (Consultants) from July 1, 2013 to December 31, 2013 (SEE "'NEGOTIATE/OVERSEE TOLL INTEGRATOR (CONSULTANTS)-DANNENBAUM/HDR")
Q. Develop/Procure/Negotiate Services for various Consultants to be used on SH 365 and IBTC (SEE "PROCURE/NEGOTIATE VARIOUS CONSULTANTS SH 365 AND IBTC (Appraisal Consultants/Title Companies/ROW Agents)-DANNENBAUM")

EXHIBIT B
ADDITIONAL SCOPE OF SERVICES
TO BE PROVIDED BY THE ENGINEER
FOR SA NO. 4 TO WA NO. 6 (Revision No. 2 06/24/2013)

ADDITIONAL SERVICES FOR NON-RECURRING EVENTS
A. INPUT DATA FOR 485 PARCELS-TRZ (SECT. A (WEST), SH 365, and IBTC)-DANNENBAUM
B. OVERWEIGHT CORRIDOR-DANNENBAUM
C. ASSIST HCRMA E.D. TO PROCURE/NEGOTIATE/DEVELOP/OVERSEE CONSULTANT CONTRACTS FOR IBTC (ENG./ROW SURVEYORS/GEOTECH)-DANNENBAUM/ARANDA
D. LOCAL ENVIRONMENTAL CLEARANCE (EA) /OVERSEE ENG. IBTC-DANNENBAUM/BLANTON
E. NEGOTIATE/DEVELOP/OVERSEE W.A. NO. 2 FOR ENG PS&E (L&G/S&B) & W.A. NO. 3 FOR ENG PS&E (TEDSI)-DANNENBAUM
F. IMPLEMENT PROJECTWISE-DANNENBAUM
G. NEGOTIATE/DEVELOP/OVERSEE TOLL INTEGRATOR (CONSULTANTS)-DANNENBAUM/HDR
H. ASSIST HCRMA E.D. TO PROCURE/NEGOTIATE VARIOUS CONSULTANTS SH 365 AND IBTC (Appraisal Consultants/Title Companies/ROW Agents)-DANNENBAUM
I. GIS-DANNENBAUM
J. VALUE ENGINEERING-IBTC-DANNENBAUM/HDR

EXHIBIT "C-AMENDED"
WORK SCHEDULE
FOR SA NO. 4 TO WA NO. 6 (Revision No.2 06/24/2013)

EXHIBIT 'C-AMENDED' WORK SCHEDULE FOR
(Supplemental Agreement No. 4 to Work Authorization No. 6)(Revision No. 2 6/24/2013)

DANNENBAUM ENGINEERING CORPORATION

HCRMA - SA 4 to WA 6

Task Description	Start Date	End Date	Duration
CONTINUATION OF CORE PROGRAM MANAGEMENT CONSULTANT / GENERAL ENGINEERING CONSULTANT SERVICES			
A. Coordinate / Update / Assist Executive Director from July 1, 2013 to December 31, 2013	07/01/13	12/31/13	6
B. Attend / Prepare Data / Report on Various Meetings (6.0 Months) (Additional from July 1, 2013 to December 31, 2013)	07/01/13	12/31/13	6
C. Continue to Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy Including Updating Strategy (One (1) Updates) from July 1, 2013 to December 31, 2013	07/01/13	12/31/13	6
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	07/01/13	12/31/13	6
E. Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System from July 1, 2013 to December 31, 2013	07/01/13	12/31/13	6
F. Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy) from July 1, 2013 to December 31, 2013	07/01/13	12/31/13	6
G. Continue to Coordinate and assist with Hidalgo County Appraisal District on TRZ Inputs and Agreements and Finalize Agreements with each entity (SEE "INPUT DATA FOR 485 PARCELS-TRZ (SECT. A (WEST), SH 365, and IBTC)-DANNENBAUM")	07/01/13	11/01/13	4
H. Continue to Finalize and Implement Public Outreach Program with Assistance from Consultant (Pathfinder) and others from July 1, 2013 to December 31, 2013	07/01/13	12/31/13	6
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 31, 2013:	07/01/13	12/31/13	6
J. Continue the Oversight of C&M Associates, Inc., in Developing the Overweight Corridor Study (6.0 Months) (SEE "OVERWEIGHT CORRIDOR-DANNENBAUM") from July 1, 2013 to December 31, 2013	07/01/13	12/31/13	6
K. Continue to Oversee IBTC (6.0 Months) (ITEMS 1,2, and 3 BELOW SEE "PROCURE/NEGOTIATE/DEVELOP CONSULTANT CONTRACTS FOR IBTC (ENG./ROW SURVEYORS/GEOTECH)-DANNENBAUM/ARANDA") (ITEMS 4, 5, and 11 SEE "LOCAL ENVIRONMENTAL CLEARANCE (EA)/OVERSEE ENG. IBTC-DANNENBAUM/BLANTON") from July 1, 2013 to December 31, 2013	07/01/13	12/31/13	6

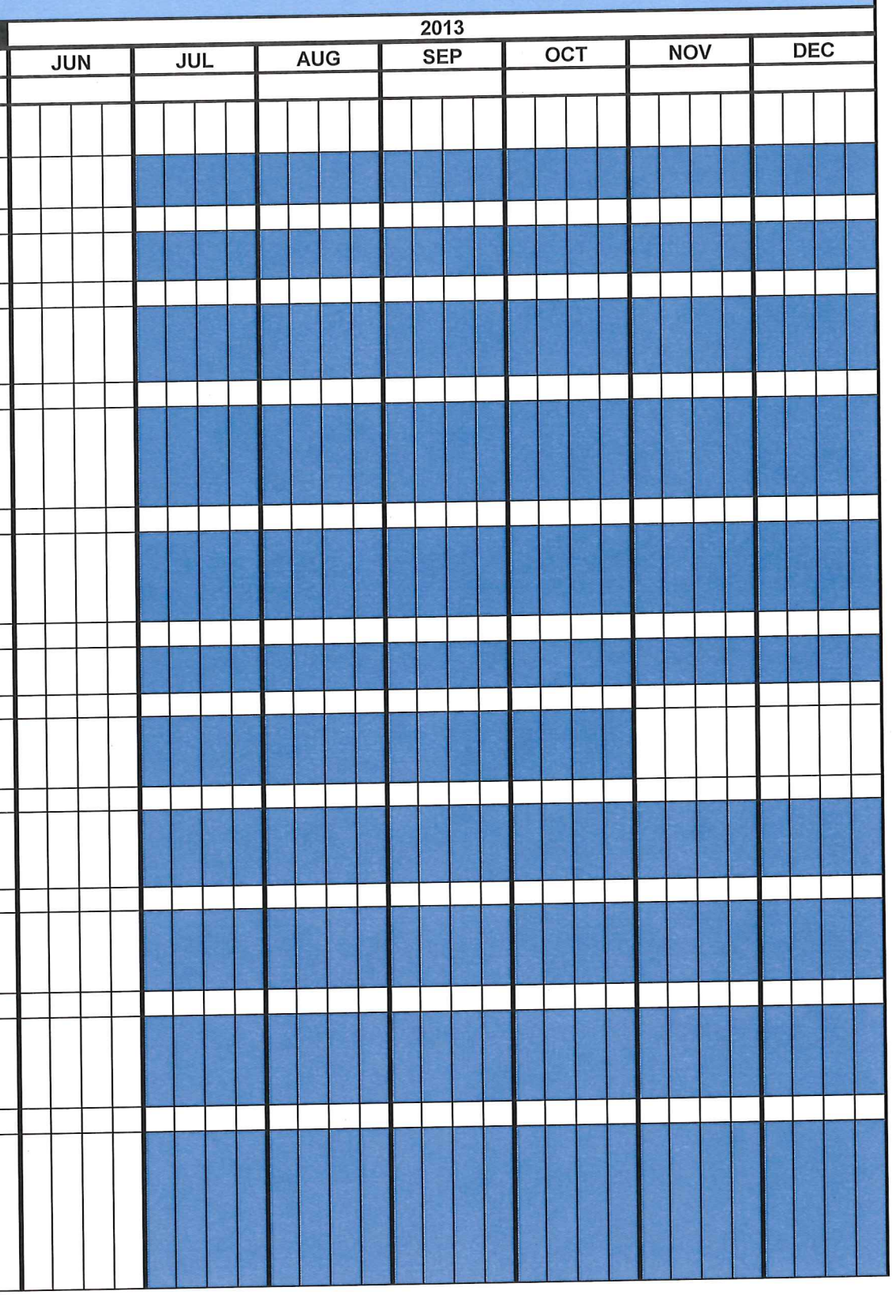

EXHIBIT 'C-AMENDED' WORK SCHEDULE FOR
(Supplemental Agreement No. 4 to Work Authorization No. 6)(Revision No. 2 6/24/2013)

DANNENBAUM ENGINEERING CORPORATION

HCRMA - SA 4 to WA 6

Task Description	Start Date	End Date	Duration
L. Continue to Oversee SH 365 (Segment 1,2, & 3)(Incl. SH 365 at GSA Anzalduas Bridge)(6.0 Months) from July 1, 2013 to December 31, 2013 (ITEMS 4, 5, 10, 13, and 14 SEE "NEGOTIATE/OVERSEE W.A. NO. 2 FOR ENG PS&E (L&G/S&B)-DANNENBAUM")	07/01/13	12/31/13	6
M. Continue to Oversee SH 365 Segment No. 4 (US 281 / Military) (6.0 Months) from July 1, 2013 to December 31, 2013	07/01/13	12/31/13	6
N. Implementation of GIS Tools (SEE "GIS DANNENBAUM")	07/01/13	12/31/13	6
O. Implementation Of Project Wise (SEE "IMPLEMENT PROJECTWISE-DANNENBAUM")	07/01/13	12/31/13	6
P. Negotiate Oversee Toll Integrator (Consultants) from July 1, 2013 to December 31, 2013 (SEE "'NEGOTIATE/OVERSEE TOLL INTEGRATOR (CONSULTANTS)-DANNENBAUM/HDR")	07/01/13	12/31/13	6
Q. Develop/Procure/Negotiate Services for various Consultants to be used on SH 365 and IBTC (SEE "PROCURE/NEGOTIATE VARIOUS CONSULTANTS SH 365 AND IBTC (Appraisal Consultants/Title Companies/ROW Agents)-DANNENBAUM")	07/01/13	12/31/13	6

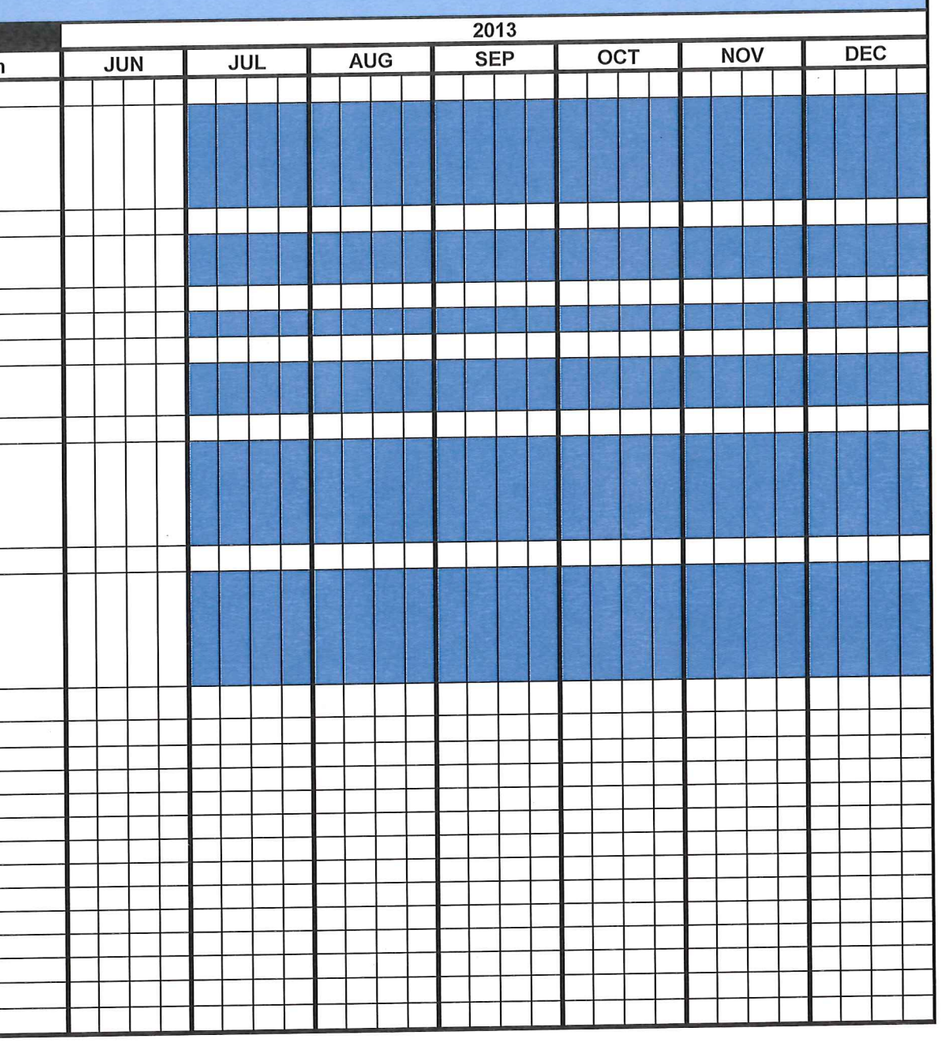

EXHIBIT D MODIFIED
FEE SCHEDULE / BUDGET
FOR SA NO. 4 TO WA NO. 6 (Revision No.2 06/24/2013)

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System

SA No. 4 to WA No. 6 (Revision No. 2 06/24/2013)
Schedule Duration: (July 1, 2013 to December 31, 2013)

EXHIBIT 'D-Modified Fee Schedule Budget
for SA NO. 4 TO WA NO. 6 (Revision No. 2)
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Supplemental No. 4 to Work Authorization No. 6 (Revision No. 2 6/24/2013)

ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH FOR TASKS ASSOCIATED WITH THE SH 365 (SEGMENTS 1, 2, 3 AND 4) FROM ANZALDUAS ROAD TO SPUR 600 TXDOT INSPECTION STATION AT PHARR BRIDGE AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE SH 365 (SEGMENTS 1, 2, 3 AND 4) AND IBTC INCLUDING ENVIRONMENTAL TASKS ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE RIGHT OF WAY MAPPING ENGINEERING OF THE IBTC

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager	QA/QC Officer/ Independent Engineer Officer	Deputy Program Manager (Engineer VI)	Senior Engineer (Engineer V)	Project Engineer (Engineer IV)	Civil Engineer (Engineer III)	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
A. Coordinate / Update / Assist Executive Director												
1. Continue 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	8		4			16			10	38		$ 6,123.52
Subtotal	8	0	4	0	0	16	0	0	10	38		$ 6,123.52
B. Attend / Prepare Data / Report on Various Meetings (6.0 Months) (Additional from July 1, 2013 to December 31, 2013												
1. HCRMA Board Meetings Including Presentation (Monthly)(6 Mtgs) (Inc. Prep Time)	12		0			48		12	12	84		$ 11,571.60
2. HCRMA Planning Committee Meetings (6 Mtgs @ 2 hrs./Mtgs) (Inc. Prep Time)	12		0			12			16	40		$ 6,313.20
3. HCRMA Finance Committee Meetings (6 Mtgs @ 2 hrs./Mtgs) (Inc. Prep Time)	6		0			6			8	20		$ 3,156.60
4. HCRMA MPO Policy Committee Meeting (6 Mtgs @ 2 hrs./Mtgs) (Inc. Prep Time)	6					12			8	26		$ 3,939.90
5. HCRMA MPO Tech Committee Meeting (6 Mtgs @ 2 hrs./Mtgs) (Inc. Prep Time)			0	6		12			8	26		$ 3,108.90
6. Various HCRMA Mtgs w/ Individual Board Members / Special Board Meetings (6 Mtgs @ 2 hrs./Mtgs) (Inc. Prep Time)	12		0			4			4	20		$ 4,540.16
7. Hidalgo County Meetings w/Staff (2 Mtgs. @2 hr. / Mtg.) (Inc. Prep Time)										0		$ -
8. Hidalgo County Commissioner Precinct No. 1 (2 Mtgs. @ 2 hrs. / Individual Mtg.)	4					4			2	10		$ 1,902.00
9. Hidalgo County Commissioner Precinct No. 2 (2 Mtgs. @ 2 hrs. / Individual Mtg.)	4		0			4			2	10		$ 1,902.00
10. Hidalgo County Commissioner Precinct No. 3 (2 Mtgs. @ 2 hrs. / Individual Mtg.)	4		0			4			2	10		$ 1,902.00
11. Hidalgo County Commissioner Precinct No. 4 (2 Mtgs. @ 2 hrs. / Individual Mtg.)	4					4			2	10		$ 1,902.00
12. Attend Meetings TxDOT-Pharr (2 Mtgs. @ 2 hrs. / Mtg.)(Inc. Prep Time)	4		0						4	14		$ 3,388.78
13. Attend Meetings TxDOT-Austin includes Travel (1 Mtgs. @ 10 hrs. / Mtg.)	10					2			2	6		$ 1,011.72
14. Attend Meetings With Legislators (1 Mtgs. @ 2 hrs. / Mtg.)	2									0		$ -
15. Attend Meeting-3 Days in Washington to Visit Congress/TIFA (1 Mtg.)						6			3	15		$ 2,853.00
16. Attend Hidalgo County Commissioners' Court Meeting (3 Monthly Mtgs.) (3 Mtgs. x 2hr. / Mtg.)	6											
Subtotal	86	0	0	6	0	122	0	12	75	301	0.0	$ 49,393.86
C. Continue to Coordinate With HCMPO to Modify Short/ Long Term TIP to Account for Approved Strategy Including Updating Strategy (One (1) Updates) from July 1, 2013 to December 31, 2013	4		8			12			8	32		$ 5,132.32
Subtotal	4	0	8	0	0	12	0	0	8	32	0	$ 5,132.32
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												
1. Meet / Coordinate With TxDOT Pharr (1 Mtgs. @ 2 hrs. / Mtg.)	2		2			4			2	10		$ 1,728.22
2. Meet / Coordinate With TxDOT Austin (2 Mtgs @ 10 hrs. / Mtg.)	20					8			4	32		$ 7,579.08
3. Finalize Availability Payments with TxDOT	2		4			6			4	16		$ 2,566.16
Subtotal	24	0	6	0	0	18	0	0	10	58	0	$ 11,873.46
E. Continue to Implement Interim Cost Accounting System Utilizing Dannenbaum Cost Accounting System from July 1, 2013 to December 31, 2013												
1. Continue to Input Data for Development of Monthly Reports for HCRMA Board (July 1, 2013 thru December 31, 2013)	2		4	4		20			20	50		$ 6,069.74
2. Continue to Modify Monthly Reports for HCRMA Needs	2		4	4		20			16	46		$ 5,826.86
3. Continue to Input Monthly Data and Produce Final Reports for July 1, 2013 thru December 31, 2013	2		2	6		20			16	46		$ 5,723.64
Subtotal	6	0	10	14	0	60	0	0	52	142	0	$ 17,620.24
F. Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy) from July 1, 2013 to December 31, 2013	0		4			30			80	114		$ 9,684.90
Subtotal	0	0	4	0	0	30	0	0	80	114	0	$ 9,684.90
G. Continue to Coordinate and assist with Hidalgo County Appraisal District on TRZ Inputs and Agreements and Finalize Agreements with each entity (SEE "INPUT DATA FOR 485 PARCELS-TRZ (SECT. A (WEST), SH 365, and IBTC)-DANNENBAUM")												
Subtotal	0	0	0	0	0	0	0	0	0	0	0	$ -

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System

SA No. 4 to WA No. 6 (Revision No. 2 06/24/2013)
Schedule Duration: (July 1, 2013 to December 31, 2013)

EXHIBIT 'D-Modified Fee Schedule Budget
for SA NO. 4 TO WA NO. 6 (Revision No. 2)
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Supplemental No. 4 to Work Authorization No. 6 (Revision No. 2 6/24/2013)

ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH FOR TASKS ASSOCIATED WITH THE SH 365 (SEGMENTS 1, 2, 3 AND 4) FROM ANZALDUAS ROAD TO SPUR 600 TXDOT INSPECTION STATION AT PHARR BRIDGE AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE SH 365 (SEGMENTS 1, 2, 3 AND 4) AND IBTC INCLUDING ENVIRONMENTAL TASKS ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE RIGHT OF WAY MAPPING ENGINEERING OF THE IBTC

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager	QA/QC Officer/ Independent Engineer Officer	Deputy Program Manager (Engineer VI)	Senior Engineer (Engineer V)	Project Engineer (Engineer IV)	Civil Engineer (Engineer III)	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
H. Continue to Finalize and Implement Public Outreach Program with Assistance from Consultant Consultants from July 1, 2013 to December 31, 2013												
1. Finalize / Implement Public Outreach	8		8	20		40	10		24	110		$ 15,510.90
2. Review / Update Website										0		$ -
3. Develop Monthly Newsletter (Assist Subs)										0		$ -
4. Begin Development of Branding Loop Project (Assist Subs)	4		16			40			24	84		$ 11,580.84
5. Assist / Develop Support Resolution From All Cities (Total 5 Mtgs.)										0		$ -
6. Meet With Large Property Owners (SH 365) (Total 2 Mtgs. Including Preparation)	4		0	4		10	0	4	4	26		$ 3,778.26
7. Meet With EDC for the Cities of McAllen / Mission (Total 1 Mtgs.)	2		0	2		4	0	4	2	14		$ 1,892.16
8. Meet With Trade Association / Civic Association (US / Mexico) (Total 1 Mtgs.)	2		2			2			2	8		$ 1,467.12
Subtotal	20	0	26	26	0	96	10	8	56	242	0.0	$ 34,229.28
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 31, 2013):												
1. City of Pharr (2 Mtgs)	4		0	4		4		2	2	16		$ 2,739.94
2. City of Granjeno (1 Mtgs)	2		0	2		4		2	2	12		$ 1,758.58
3. City of Donna (1 Mtgs)	2		2			4			2	10		$ 1,728.22
4. City of Weslaco (1 Mtgs)	2		2			4			2	10		$ 1,728.22
5. City of Mercedes (1 Mtgs)	2		2			4			2	10		$ 1,728.22
6. City of Edcouch (1 Mtgs)										0		$ -
7. City of McAllen (2 Mtgs.)	6		0	6		4		2	2	20		$ 3,721.30
8. City of Mission (2 Mtgs.)	6		0	6		4		2	2	20		$ 3,721.30
9. City of Penitas (1 Mtgs)										0		$ -
10. City of Palmview (1 Mtgs)										0		$ -
11. City of La Joya (1 Mtgs)										0		$ -
12. City of Edinburg (2 Mtgs.)										0		$ -
13. City of Sullivan City (1 Mtg.)										0		$ -
Subtotal	24	0	6	18	0	28	0	8	14	98	$ -	$ 17,125.78
J. Continue the Oversight of C&M Associates, Inc., in Developing the Overweight Corridor Study (6.0 Months) (SEE "OVERWEIGHT CORRIDOR-DANNENBAUM") from July 1, 2013 to December 31, 2013												
Subtotal	0	0	0	0	0	0	0	0	0	0	0	$ -
K. Continue to Oversee IBTC (6.0 Months) **(ITEMS 1,2, and 3 BELOW SEE "PROCURE/NEGOTIATE/DEVELOP CONSULTANT CONTRACTS FOR IBTC (ENG./ROW SURVEYORS/GEOTECH)-DANNENBAUM/ARANDA")** **(ITEMS 4, 5, and 11 SEE "LOCAL ENVIRONMENTAL CLEARANCE (EA)/OVERSEE ENG. IBTC-DANNENBAUM/BLANTON") from July 1, 2013 to December 31, 2013**												
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)										0		$ -
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))										0		$ -
3. Assist HCRMA E.D. to Develop RFQ; Procure Geotechnical Consultant for Geotechnical work for all of IBTC assume one project										0		$ -
4. Continue to Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (6.0 Months)										0		$ -
5. Oversee IBTC Drainage Studies (Nov. 1, 2013 to Dec. 31, 2013) (2.0 Months)										0		$ -
6. Oversee Low Level Flight (Assisted by Aranda & Associates - Lead) (including previous)	0	0	0	0	0	0	0	0	0	0		$ -
7. QA/QC Drainage Study (60%)	0	0	0			0	0	0	0	0		$ -
8. QA/QC Low Level Flight (Aranda) (Including in Previous)	0	0	0	0	0	0	0	0	0	0		$ -
9. Attend Meeting with USIBWC (1) (Combined with SH 365) In El Paso	0		0			0			0	0		$ -
10. Attend Meeting with USACOE (1) (Combined with SH 365)	0		0							0		$ -
11. Attend Meeting with US Fish and Wildlife (1)										0		$ -
Subtotal	0	0	0	0	0	0	0	0	0	0	0	$ -

DANNENBAUM ENGINEERING CORPORATION
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Hidalgo County Regional Mobility Authority (HCRMA)
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PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager	QA/QC Officer/ Independent Engineer Officer	Deputy Program Manager (Engineer VI)	Senior Engineer (Engineer V)	Project Engineer (Engineer IV)	Civil Engineer (Engineer III)	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
L. Continue to Oversee SH 365 (Segment 1,2, & 3)(Incl. SH 365 at GSA Anzalduas Bridge)(6.0 Months) from July 1, 2013 to December 31, 2013 (ITEMS 4, 5, 10, 13, and 14 SEE "NEGOTIATE/OVERSEE W.A. NO. 2 FOR ENG PS&E (L&G/S&B)-DANNENBAUM")												
1. Continue to Oversee Environmental Clearance By Atkins (EA) Includes Negotiating Limits to FM 1016 (Assisted by Blanton & Assoc. - Lead)	28		0	36		100			36	200		$ 30,388.68
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)	24		80	40		80	40	24	40	328		$ 51,171.52
3. Continue to QA/QC Drainage Study (90%/100%)	2	0	10	40		16	4	4	4	80		$ 12,937.22
4. Attend Meeting With USIBWC (1 Mtg. - El Paso) (Including IBTC)										0		$ -
5. Attend Meeting With USAOE (1 Mtg. - HST)										0		$ -
6. Attend Meeting With US Fish & Wildlife (1 Mtg. - RGV) (Included in IBTC)	0		0						0	0		$ -
7. Attend Meeting With TxDOT Austin / FHWA (1 Mtg. - Austin)	10					10			4	24		$ 4,694.28
8. Continue to Oversee / Development of 4-Lane Schematic L&G Engineering and S&B Infrastructure (W.A. No.1)	4		16	24		40	40	24	40	188		$ 22,267.48
9. QA/QC Schematic (100%)	2	0	40	60		24	24	16	40	206		$ 29,264.82
10. Prepare Decision Matrix for Environmental Consultant										0		$ -
11. Continue to Oversee Surveyors Including Right of Entry Assistance for 100 Parcels (DOS Logistics / Quintanilla) (Assisted by Aranda and Associates - Lead)	2		2	0		10	10		10	34		$ 3,968.78
12. Hold / Lead Final Public Involvement Meeting (1 Additional Mtg.) Including Prepare Exhibits	10		16	16		40	24	16	16	138		$ 19,200.30
13. Negotiate/Prepare W.A. No. 2 with L&G and S&B For PS&E Development including monitoring PS&E Development From 9/1/13 to 12/31/13 (4.0 Months)										0		$ -
14. Negotiate/Prepare WA No. 2 for DOS and Quintanilla for SH 365 (Assist By Aranda & Associates)										0		$ -
15. Meet with Hunt Development (Mission - 2 Mtgs) (2 hrs. / Mtgs)((Inc. Prep Time)	6		6			16	16		4	48		$ 7,139.82
16. Assist HDR in Developing TIFIA Application (NOT in this Supplemental)	0	0	0	0		0	0	0	0	0		$ -
Subtotal	88	0	170	216	0	336	158	84	194	1246	0	$ 181,032.90
M. Continue to Oversee SH 365 Segment No. 4 (US 281 / Military) (6.0 Months) from July 1, 2013 to December 31, 2013												
1. Oversee Environmental Clearance by Atkins (Included in Item L)										0		$ -
2. Oversee Engineer in Development of Drainage / Utilities/ Schematic / Survey / Warrant Studies / Illumination Studies (6.0 Months)	16		80	60	40	80	60	40	12	388		$ 59,802.88
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)										0		$ -
4. Continue to Meet With City of Pharr Including Development of Exhibits to Analyze SH 365 (Segment No. 4) (US 281 / I Road / San Juan Area) (2 Mtgs)	4		8			16		16	4	48		$ 6,480.28
Subtotal	20	0	88	60	40	96	60	56	16	436	0	$ 66,283.16
N. Implementation of GIS Tools (SEE "GIS DANNENBAUM")												
Subtotal	0	0	0	0	0	0	0	0	0	0	0	$ -
O. Implementation Of Project Wise (SEE "IMPLEMENT PROJECTWISE-DANNENBAUM")												
Subtotal	0	0	0	0	0	0	0	0	0	0	0	$ -
P. Negotiate Oversee Toll Integrator (Consultants) (SEE "'NEGOTIATE/OVERSEE TOLL INTEGRATOR (CONSULTANTS)-DANNENBAUM/HDR") from July 1, 2013 to December 31, 2013												
Subtotal	0	0	0	0	0	0	0	0	0	0	0	$ -
Q. Develop/Procure/Negotiate Services for various Consultants to be used on SH 365 and IBTC (SEE "PROCURE/NEGOTIATE VARIOUS CONSULTANTS SH 365 AND IBTC (Appraisal Consultants/Title Companies/ROW Agents)-DANNENBAUM")												
Subtotal	0	0	0	0	0	0	0	0	0	0	0	$ -
LABOR MANHOURS TOTAL	280	0	322	340	40	814	228	168	515	2,707	CHECK (MHRs): 2,707	
LABOR RATE PER HOUR	$ 314.59	$ 292.49	$ 227.70	$ 176.09	$ 157.87	$ 130.55	$ 97.15	$ 66.79	$ 60.72			
TOTAL DIRECT LABOR COSTS	$ 88,085.20	$ -	$ 73,319.40	$ 59,870.60	$ 6,314.80	$ 106,267.70	$ 22,150.20	$ 11,220.72	$ 31,270.80	$ 398,499.42		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	22.10%	0.00%	18.40%	15.02%	1.58%	26.67%	5.56%	2.82%	7.85%	100.00%	CHECK (LABOR):	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	10.34%	0.00%	11.90%	12.56%	1.48%	30.07%	8.42%	6.21%	19.02%	100.00%	$ 398,499.42	
PERCENT LABOR UTILIZATION PER MONTH @ 170 MHR/MO (LABOR HOURS / 6.0 MO / 170 MHR/MO)	27.45%	0.00%	31.57%	33.33%	3.92%	79.80%	22.35%	16.47%	50.49%			
TOTAL DIRECT LABOR COST												$ 398,499.42

DANNENBAUM ENGINEERING CORPORATION
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Hidalgo County Regional Mobility Authority (HCRMA)
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PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager	QA/QC Officer/ Independent Engineer Officer	Deputy Program Manager (Engineer VI)	Senior Engineer (Engineer V)	Project Engineer (Engineer IV)	Civil Engineer (Engineer III)	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
DIRECT EXPENSES	Rate	Unit	Amount	Total								
Lodging / Hotel ($100.00 / DAY)	$ 100.00	Each	6	$ 600.00							$ 600.00	
Meals ($30.00 / DAY)	$ 30.00	Each	6	$ 180.00							$ 180.00	
Rental Car	$ 90.00	Each	6	$ 540.00							$ 540.00	
Air Travel	$ 500.00	Each	4	$ 2,000.00							$ 2,000.00	
Parking	$ 14.00	Each	4	$ 56.00							$ 56.00	
Overnight Mail - letter size	$ 50.00	Each	40	$ 2,000.00							$ 2,000.00	
Courier Services	$ 50.00	Each	40	$ 2,000.00							$ 2,000.00	
Photocopies B/W (8.5 X 11)	$ 0.10	Each	20,000	$ 2,000.00							$ 2,000.00	
Photocopies B/W (11 X 17)	$ 0.20	Each	4,500	$ 900.00							$ 900.00	
Photocopies Color (8.5 X 11)	$ 0.70	Each	200	$ 140.00							$ 140.00	
Photocopies Color (11 X 17)	$ 1.25	Each	1,000	$ 1,250.00							$ 1,250.00	
Color Graphics on Foam Board	$ 5.00	Each	300	$ 1,500.00							$ 1,500.00	
Newspaper Advertisement	$ 3,000.00	Each		$ -							$ -	
Court Reporter (Public Hearings & Transcription)	$ 100.00	Each		$ -							$ -	
Translator (English to Spanish or Sign Language)	$ 150.00	Each		$ -							$ -	
Public Involvement Facilty Rental	$ 500.00	Each		$ -							$ -	
Public Outreach Laison - (6 Months - July, Aug., Sept., Oct., Nov., Dec. 2013))	$ 15,000.00	Month	6	$ 90,000.00							$ 90,000.00	
Accounting Support Services	$ 100.00	Each	100	$ 10,000.00							$ 10,000.00	
IT / Support Services (includes time on ProjectWise Implementation/Data Organization @ 60 hrs)	$ 80.00	Each	160	$ 12,800.00							$ 12,800.00	
Management Support Services	$ 80.00	Each	600	$ 48,000.00							$ 48,000.00	
Community Action Support	$ 90.00	Each	600	$ 54,000.00							$ 54,000.00	
TOTAL DIRECT EXPENSES				$ 227,966.00							$ 227,966.00	$ 227,966.00
CONTINUATION OF CORE PROGRAM MANAGEMENT CONSULTANT / GENERAL ENGINEERING CONSULTANT SERVICES (SUBCONSULTANTS) (6.0 Months)												DBE Participation 8.75%
BLANTON & ASSOCIATES, INC. - FC 120 (DBE)	ENVIRONMENTAL SERVICES OVERSIGHT										$ 58,537.45	4.07%
ARANDA & ASSOCIATES, INC. - FC 130 (DBE)	SURVEY/UTILITY OVERSIGHT										$ 67,193.06	4.67%
GUZMAN & MUNOZ ENGINEERING AND SURVEYING, INC. (DBE)											$ -	N/A
HDR ENGINEERING, INC.	ASSIST IN REVIEW AND OVERSIGHT OF OVERWEIGHT CORRIDOR STUDY; TOLL CONSULTANT WA. NO. 1 & WA NO. 2										$ -	N/A
UNINTECH CONSULTING ENGINEERS (DBE)											$ -	N/A
SUBTOTAL - CONTINUATION OF CORE PROGRAM MANAGEMENT CONSULTANT / GENERAL ENGINEERING CONSULTANT SERVICES (SUBCONSULTANTS) (6.0 Months)											$ 125,730.51	$ 125,730.51
TOTAL - CONTINUATION OF CORE PROGRAM MANAGEMENT CONSULTANT / GENERAL ENGINEERING CONSULTANT SERVICES (PRIME+SUBCONSULTANTS) (6.0 Months)												$ 752,195.93
ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (PRIME+SUBCONSULTANTS) (6.0 Months)												DBE Participation 2.54%
A. INPUT DATA FOR 485 PARCELS-TRZ (SECT. A (WEST), SH 365, and IBTC)-DANNENBAUM	Prime: $ 62,661.60	Subconsultant: $ -									$ 62,661.60	N/A
B. OVERWEIGHT CORRIDOR-DANNENBAUM	Prime: $ 20,424.64	Subconsultant: $ -									$ 20,424.64	N/A
C. ASSIST HCRMA E.D. WITH PROCURE/NEGOTIATE/DEVELOP/OVERSEE CONSULTANT CONTRACTS FOR IBTC (ENG./ROW SURVEYORS/GEOTECH)-DANNENBAUM/ARANDA	Prime: $ 44,118.14	Subconsultant: $ 1,935.60									$ 46,053.74	0.13%
D. LOCAL ENVIRONMENTAL CLEARANCE (EA) /OVERSEE ENG. IBTC-DANNENBAUM/BLANTON	Prime: $ 27,927.92	Subconsultant: $ 34,584.94									$ 62,512.86	2.41%
E. E. NEGOTIATE/DEVELOP/OVERSEE W.A. NO. 2 FOR ENG PS&E (L&G/S&B) & W.A. NO. 3 FOR ENG PS&E (TEDSI)-DANNENBAUM	Prime: $ 82,214.86	Subconsultant: $ -									$ 82,214.86	N/A
F. IMPLEMENT PROJECTWISE-DANNENBAUM	Prime: $ 13,728.90	Subconsultant: $ -									$ 13,728.90	N/A
G. NEGOTIATE/DEVELOP/OVERSEE TOLL INTEGRATOR (CONSULTANTS)-DANNENBAUM/HDR	Prime: $ 34,512.98	Subconsultant: $ 26,259.32									$ 60,772.30	N/A
H. ASSIST HCRMA E.D. TO PROCURE/NEGOTIATE VARIOUS CONSULTANTS SH 365 AND IBTC (Appraisal Consultants/Title Companies/ROW Agents)-DANNENBAUM	Prime: $ 17,801.34	Subconsultant: $ -									$ 17,801.34	N/A
I. GIS-DANNENBAUM	Prime: $ 177,720.74	Subconsultant: $ -									$ 177,720.74	N/A
J. VALUE ENGINEERING-IBTC-DANNENBAUM/HDR	Prime: $ 79,162.12	Subconsultant: $ 62,216.38									$ 141,378.50	N/A
SUBTOTAL - ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (PRIME+SUBCONSULTANTS) (6.0 Months)	Prime: $ 560,273.24	Subconsultant: $ 124,996.24									$ 685,269.48	$ 685,269.48
TOTAL - ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (PRIME+SUBCONSULTANTS) (6.0 Months)												$ 685,269.48
GRAND TOTAL												$ 1,437,465.41
										DBE PARTICIPATION:	$ 162,251.05	11.29%

DANNENBAUM ENGINEERING CORPORATION
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Subconsultant: Blanton and Associates, Inc.

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ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH FOR TASKS ASSOCIATED WITH THE SH 365 (SEGMENTS 1, 2, 3 AND 4) FROM ANZALDUAS ROAD TO SPUR 600 TXDOT INSPECTION STATION AT PHARR BRIDGE AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE SH 365 (SEGMENTS 1, 2, 3 AND 4) AND IBTC INCLUDING ENVIRONMENTAL TASKS ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE RIGHT OF WAY MAPPING ENGINEERING OF THE IBTC

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Project Principal	Sr. Project Manager	Project Manager	Sr. Env. Specialist	Env. Specialist III	Env. Planner II	Env. Specialist II	Env. Specialist I	Env. Tech II	Env. Tech I	GIS	GIS Tech	Clerical	Total Labor Hrs.	Remarks	Task Cost
K. IBTC (6.0 Months) (SEE "LOCAL ENVIRONMENTAL CLEARANCE/OVERSEE ENG. IBTC-DANNENBAUM/BLANTON LOCAL CLEARANCE/OVERSEE ENG IBTC") from July 1, 2013 to December 31, 2013																
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
L. SH 365 (Segment No. 1,2,3 and 4) (Incl. TCC at GSA Anzalduas Bridge) Include Negotiations of Limit Change to FM 1016 (6.0 Months) from July 1, 2013 to December 31, 2013																
1. Continue to Oversee Development by Atkins of Environmental Assessment (EA) (6.0 Months)	40	80			0	0							20	140		$ 22,678.80
2. Continue to Attend Monthly Meetings and Report to HCRMA Board on Environmental	10	10											4	24		$ 3,860.80
With Atkins Assisting (2 Months @ 10 Hrs./Mtg. with Travel)																
3. Continue to Revise Develop Classification Letter to TxDOT /FHWA With Atkins Assistance (6.0 Months)	0	0											0	0		$ -
4. Continue to Attend Meetings With TxDOT (Pharr District) (2 Mtgs - 5 hrs/ Mtg.) (6.0 Months)	5	10											4	19		$ 2,915.85
5. Continue to Attend Meetings With TxDOT (Austin) (1 Mtgs - 5 hrs/ Mtg.) (6.0 Months)	5	5											4	14		$ 2,038.40
6. QA/QC (60%;90% Final) Submittal of EA	40	60		0	40								10	150		$ 23,488.60
	100	165	0	0	40	0	0	0	0	0	0	0	42	347	0	$ 54,982.45
M. Conitnue to Oversee SH 365 (Segment 4) at (US 281 / Military) (6.0 Months)-Included in Segment 1 and 2 from July 1, 2013 to December 31, 2013																
1. QA/QC of SH 365 EA (Inlcuded in Segments 1 and 2)	0	0			0								0	0		$ -
	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -
HOURS TOTAL	100	165	0	0	40	0	0	0	0	0	0	0	42	347		$ 54,982.45
LABOR RATE PER HOUR	$188.99	$175.49	$148.49	$134.99	$121.49	$107.99	$94.49	$81.00	$67.50	$62.10	$94.49		$54.00			
TOTAL DIRECT LABOR COSTS	$ 18,899.00	$ 28,955.85	$ -	$ -	$ 4,859.60	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,268.00	$ 54,982.45		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	34.37%	52.66%	0.00%	0.00%	8.84%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	4.12%	100.00%	CHECK	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	28.82%	47.55%	0.00%	0.00%	11.53%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	12.10%	100.00%	$ 54,982.45	
TOTAL DIRECT LABOR COST																$ 54,982.45

DIRECT EXPENSES	Rate	Unit	Amount	Total		
Lodging / Hotel ($85 / DAY)	$ 85.00	Each	2	$ 170.00		$ 170.00
Meals ($30.00 / DAY)	$ 30.00	Each	2	$ 60.00		$ 60.00
Mileage	$ 0.510	Each	200	$ 102.00		$ 102.00
Air Travel	$ 500.00	Each	4	$ 2,000.00		$ 2,000.00
Parking	$ 14.00	Each	2	$ 28.00		$ 28.00
Express Mail (Fed Ex)	$ 25.00	Each	0	$ -		$ -
Courier Services	$ 50.00	Each	6	$ 300.00		$ 300.00
Photocopies B/W (8.5 X 11)	$ 0.10	Each	500	$ 50.00		$ 50.00
Photocopies B/W (11 X 17)	$ 0.20	Each	100	$ 20.00		$ 20.00
Photocopies Color (11 X 17)	$ 1.25	Each	500	$ 625.00		$ 625.00
Plots (B/W on Bond)	$ 1.00	Each	200	$ 200.00		$ 200.00
Plots (Color on Bond)	$ 2.00	Each		$ -		$ -
Plots (Color on Photgraphic Paper)	$ 2.00	Each	0	$ -		$ -
Color Graphics on Foam Board	$ 5.00	Each	0	$ -		$ -
Newspaper Advertisement	$ 3,000.00	Each	0	$ -		$ -
TOTAL DIRECT EXPENSES				$ 3,555.00		$ 3,555.00 $ 3,555.00
						$ 58,537.45
GRAND TOTAL						

ASSUMPTIONS

NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
SA No. 4 to WA No. 6 (Revision No. 2 06/24/2013)
Subconsultant: Aranda and Associates
Schedule Duration: (July 1, 2013 to December 31, 2013)

EXHIBIT 'D-Modified Fee Schedule Budget
for SA NO. 4 TO WA NO. 6 (Revision 2)
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Supplemental No. 4 to Work Authorization No. 6 (Revision No. 2 6/24/2013)

ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH FOR TASKS ASSOCIATED WITH THE SH 365 (SEGMENTS 1, 2, 3 AND 4) FROM ANZALDUAS ROAD TO SPUR 600 TXDOT INSPECTION STATION AT PHARR BRIDGE AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE SH 365 (SEGMENTS 1, 2, 3 AND 4) AND IBTC INCLUDING ENVIRONMENTAL TASKS ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE RIGHT OF WAY MAPPING ENGINEERING OF THE IBTC

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Sr. Manager	Surveyor (RPLS)/Engineer	Abstractor/ Researcher	Survey / CADD Tech	GIS Tech	CAD Operator	Microstation CAD Station	ESRI ArcInfo / Arcview Station	Clerical / Admin	Sr. Field Survey Tech (Party Chief)	2-person Field Crew	3-Person Field Crew	Total Labor Hrs.	Remarks	Task Cost
K. IBTC (6.0 Months) (FOR ITEM 3 SEE "PROCURE/NEGOTIATE/DEVELOP CONSULTANT CONTRACTS FOR IBTC (ENG./ROW SURVEYORS/GEOTECH)-DANNENBAUM/ARANDA") from July 1, 2013 to December 31, 2013															
1.) Continue to Coordinate / Manage Low Level Flight (By Dannenbaum)	0	0	0	0	0	0	0	0	0	0	0	0	0		$ -
2.) QA/QC Low Level Flight (Next Work Authorization) (By Dannenbaum)													0		$ -
3.) Assist Procuring/Negotiating Right of Way Mapping Contracts (3 Contracts)															$ -
Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
L. SH 365 (Segment 1,2,3 and 4)-(DLS, QHA, TEDSI) (6.0 Months) from July 1, 2013 to December 31, 2013															
1.) Coordinate / Manage Surveyors (Topo)	80	24		24					24				152		$ 21,748.24
2.) Coordinate Manage Surveyors (R.O.W)	80	24		24					24				152		$ 21,748.24
3.) Obtain Right of Entry from Old TCC Connection with IBTC to US 281 (Approx. 52 Parcels)	0	0	0	0					0				0		$ -
4.) Prepare Information / Hold Monthly Utility Meetings	40	10	10						16				76		$ 10,789.58
5.) Review Utility Maps (90%)	60	0											60		$ 12,612.00
Subtotal	**260**	**58**	**10**	**48**	**0**	**0**	**0**	**0**	**64**	**0**	**0**	**0**	**440**	**0**	**$ 66,898.06**
HOURS TOTAL	**260**	**58**	**10**	**48**	**0**	**0**	**0**	**0**	**64**	**0**	**0**	**0**	**440**		
LABOR RATE PER HOUR	**$ 210.20**	**$ 112.23**	**$ 69.96**	**$ 58.30**	**$ 58.30**	**$ 52.47**	**$ 10.20**	**$ 10.20**	**$ 34.98**	**$ 69.96**	**$ 129.72**	**$ 161.78**			
TOTAL DIRECT LABOR COSTS	**$ 54,652.00**	**$ 6,509.34**	**$ 699.60**	**$ 2,798.40**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,238.72**	**$ -**	**$ -**	**$ -**	**$ 66,898.06**		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	**81.69%**	**9.73%**	**1.05%**	**4.18%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**3.35%**	**0.00%**	**0.00%**	**0.00%**	**100.00%**	**CHECK**	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	**59.09%**	**13.18%**	**2.27%**	**10.91%**	**0.00%**	**0.00%**	**0.00%**	**0.00%**	**14.55%**	**0.00%**	**0.00%**	**0.00%**	**100.00%**	**$ 66,898.06**	
TOTAL DIRECT LABOR COST															**$ 66,898.06**

DIRECT EXPENSES	Rate	Unit	Amount	Total		
Overnight Mail - Letter size	$ 50.00	Each		$ -		$ -
Courier Services	$ 50.00	Each	5	$ 250.00		$ 250.00
Photocopies B/W (8.5 X 11)	$ 0.10	Each	200	$ 20.00		$ 20.00
Photocopies B/W (11 X 17)	$ 0.20	Each	125	$ 25.00		$ 25.00
Photocopies Color (8.5 X 11)	$ 0.70	Each		$ -		$ -
Photocopies Color (11 X 117	$ 1.25	Each		$ -		$ -
Plots (Color on Bond)	$ 2.00	Linear Foot		$ -		$ -
TOTAL DIRECT EXPENSES				**$ 295.00**		**$ 295.00**

GRAND TOTAL	**$ 67,193.06**

ASSUMPTIONS

NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
SA No. 4 to WA No. 6 (Revision No. 2 06/24/2013)

Subconsultant: Guzman & Munoz Engineering and Surveying, Inc.

Schedule Duration: (July 1, 2013 to December 31, 2013)

EXHIBIT 'D-Modified Fee Schedule Budget
for SA NO. 4 TO WA NO. 6 (Revision 2)
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant

Supplemental No. 4 to Work Authorization No. 6 (Revision 2 6/21/ Supplemental No. 4 to Work Authorization No. 6 (Revision No. 2 6/24/2013)

ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH FOR TASKS ASSOCIATED WITH THE SH 365 (SEGMENTS 1, 2, 3 AND 4) FROM ANZALDUAS ROAD TO SPUR 600 TXDOT INSPECTION STATION AT PHARR BRIDGE AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE SH 365 (SEGMENTS 1, 2, 3 AND 4) AND IBTC INCLUDING ENVIRONMENTAL TASKS ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE RIGHT OF WAY MAPPING ENGINEERING OF THE IBTC

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal Engineer	QA/QC Manager	Project Manager	Senior Engineer	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
K. Continue IBTC (6.0 Months) from July 1, 2013 to December 31, 2013										
Assist in Negotiating Engineering Contracts (Utilities)	0	0	0	0	0	0	0	0		$ -
Subtotal	0	0	0	0	0	0	0	0	0	$ -
								0		
General Adminstration								0		
F. Continue to Organize / Develop HCRMA Files By Project (Electronic and Hardcopy) from July 1, 2013 to December 31, 2013								0		$ -
Subtotal	0	0	0	0	0	0	0	0	0	$ -
HOURS TOTAL	0	0	0	0	0	0	0	0		
LABOR RATE PER HOUR	$ 188.65	$ 134.75	$ 134.75	$ 156.31	$ 86.24	$59.29	$ 40.43			
TOTAL DIRECT LABOR COSTS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	CHECK	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	$ -	
TOTAL DIRECT LABOR COST										$ -

DIRECT EXPENSES	Rate	Unit	Amount	Total	
Overnight Mail - letter size	$ 50.00	Each		$ -	$ -
Courier Services	$ 50.00	Each		$ -	$ -
Photocopies B/W (8.5 X 11)	$ 0.10	Each		$ -	$ -
Photocopies B/W (11 X 17)	$ 0.20	Each		$ -	$ -
Photocopies Color (8.5 X 11)	$ 0.70	Each		$ -	$ -
Photocopies Color (11 X 17)	$ 1.25	Each		$ -	$ -
Plots (Color on Bond)	$ 2.00	Linear Foot		$ -	$ -
TOTAL DIRECT EXPENSES				$ -	$ -
GRAND TOTAL					$ -

ASSUMPTIONS
NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
SA No. 4 to WA No. 6 (Revision No. 2 06/24/2013)
Subconsultant: HDR Engineering
Schedule Duration: (July 1, 2013 to December 31, 2013)

EXHIBIT 'D-Modified Fee Schedule Budget
for SA NO. 4 TO WA NO. 6 (Revision 2)
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Supplemental No. 4 to Work Authorization No. 6 (Revision 2 6/21/2 Supplemental No. 4 to Work Authorization No. 6 (Revision No. 2 6/24/2013)

ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH FOR TASKS ASSOCIATED WITH THE SH 365 (SEGMENTS 1, 2, 3 AND 4) FROM ANZALDUAS ROAD TO SPUR 600 TXDOT INSPECTION STATION AT PHARR BRIDGE AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE SH 365 (SEGMENTS 1, 2, 3 AND 4) AND IBTC INCLUDING ENVIRONMENTAL TASKS ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE RIGHT OF WAY MAPPING ENGINEERING OF THE IBTC

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Funding Revenue Specialist	Procurement Specialist	Budgets / Contracts / Controls	Senior Engineer (V)	Project Engineer (IV)	Senior Designer	Document Control Specialist	Admin Assistant	Total Labor Hrs.	Remarks	Task Cost
Q. Oversee Toll Integrator (Consultants) (SEE "NEGOTIATE/OVERSEE TOLL INTEGRATOR (CONSULTANTS)-DANNENBAUM/HDR")											
1. Finalize Previous Solution / Negotiate / Prepare Contract and WA No. 1 to Develop Overall Toll Strategy with HDR Assistance									0		$ -
2. Negotiate / Prepare WA No. 2 To Prepare Preliminary Engineering For SH 365 Toll Integrator with HDR Assistance									0		$ -
3. Oversee / Manage WA No. 1-Toll Integrator (Consultants)									0		$ -
4. Oversee / Manage WA No. 2-Toll Integrator (Consultants)									0		$ -
	0	0	0	0	0	0	0	0	0	0	$ -
HOURS TOTAL	0	0	0	0	0	0	0	0	0		
LABOR RATE PER HOUR	$ 254.62	$ 266.20	$ 202.54	$ 167.82	$ 150.46	$92.59	$ 72.34	$ 57.87			
TOTAL DIRECT LABOR COSTS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	CHECK	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	$ -	
TOTAL DIRECT LABOR COST											$ -

DIRECT EXPENSES	Rate	Unit	Amount	Total			
Lodging / Hotel ($100.00 / DAY)	$ 100.00	Each		$ -			$ -
Meals ($30.00 / DAY)	$ 30.00	Each		$ -			$ -
Rental Car	$ 90.00	Each		$ -			$ -
Air Travel	$ 500.00	Each		$ -			$ -
Overnight Mail - letter size	$ 50.00	Each		$ -			$ -
Courier Services	$ 50.00	Each		$ -			$ -
Photocopies B/W (8.5 X 11)	$ 0.10	Each		$ -			$ -
Photocopies B/W (11 X 17)	$ 0.20	Each		$ -			$ -
Photocopies Color (8.5 X 11)	$ 0.70	Each		$ -			$ -
Photocopies Color (11 X 17)	$ 1.25	Each		$ -			$ -
Plots (Color on Bond)	$ 2.00	Linear Foot		$ -			$ -
TOTAL DIRECT EXPENSES				$ -			$ -
GRAND TOTAL							$ -

ASSUMPTIONS

NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
SA No. 4 to WA No. 6 (Revision No. 2 06/24/2013)
Subconsultant: Unintech Consulting Engineers
Schedule Duration: (July 1, 2013 to December 31, 2013)

EXHIBIT 'D-Modified Fee Schedule Budget
for SA NO. 4 TO WA NO. 6 (Revision 2)
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Supplemental No. 4 to Work Authorization No. 6 (Revision 2 6/21/2 Supplemental No. 4 to Work Authorization No. 6 (Revision No. 2 6/24/2013)

ENGINEERING MANAGEMENT / PARTIAL OPERATIONS IMPLEMENTATION / PUBLIC OUTREACH FOR TASKS ASSOCIATED WITH THE SH 365 (SEGMENTS 1, 2, 3 AND 4) FROM ANZALDUAS ROAD TO SPUR 600 TXDOT INSPECTION STATION AT PHARR BRIDGE AND FEDERAL ENVIRONMENTAL CLEARANCE OF THE SH 365 (SEGMENTS 1, 2, 3 AND 4) AND IBTC INCLUDING ENVIRONMENTAL TASKS ASSOCIATED WITH LOCAL ENVIRONMENTAL CLEARANCE RIGHT OF WAY MAPPING ENGINEERING OF THE IBTC

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Senior Project Manager	QA/QC Officer	Project Manager	Senior Engineer	Project Engineer	Engineering Intern (EIT)	Senior Designer	Engineering Tech/CADD	Total Labor Hrs.	Remarks	Task Cost
L. SH 365/Segment 1,2,3 and 4)(Inc. TCC at GSA Anzalduas Bridge)(6.0 Months) (In SA No. 4 To WA No. 6) from July 1, 2013 to December 31, 2013									0		$ -
	0	0	0	0	0	0	0	0	0	0	$ -
HOURS TOTAL	0	0	0	0	0	0	0	0	0		
LABOR RATE PER HOUR	$ 188.99	$ 175.49	$ 148.49	$ 134.99	$ 121.49	$107.99	$ 94.49	$ 81.00			
TOTAL DIRECT LABOR COSTS	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	CHECK	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	$ -	
TOTAL DIRECT LABOR COST											$ -

DIRECT EXPENSES	Rate	Unit	Amount	Total			
Lodging / Hotel ($100.00 / DAY)	$ 100.00	Each	0	$ -			$ -
Meals ($30.00 / DAY)	$ 30.00	Each	0	$ -			$ -
Rental Car	$ 90.00	Each	0	$ -			$ -
Air Travel	$ 500.00	Each	0	$ -			$ -
Overnight Mail - letter size	$ 50.00	Each	0	$ -			$ -
Courier Services	$ 50.00	Each		$ -			$ -
Photocopies B/W (8.5 X 11)	$ 0.10	Each		$ -			$ -
Photocopies B/W (11 X 17)	$ 0.20	Each	0	$ -			$ -
Photocopies Color (8.5 X 11)	$ 0.70	Each		$ -			$ -
Photocopies Color (11 X 17)	$ 1.25	Each		$ -			$ -
Plots (Color on Bond)	$ 2.00	Linear Foot		$ -			$ -
TOTAL DIRECT EXPENSES				$ -			$ -
GRAND TOTAL							$ -

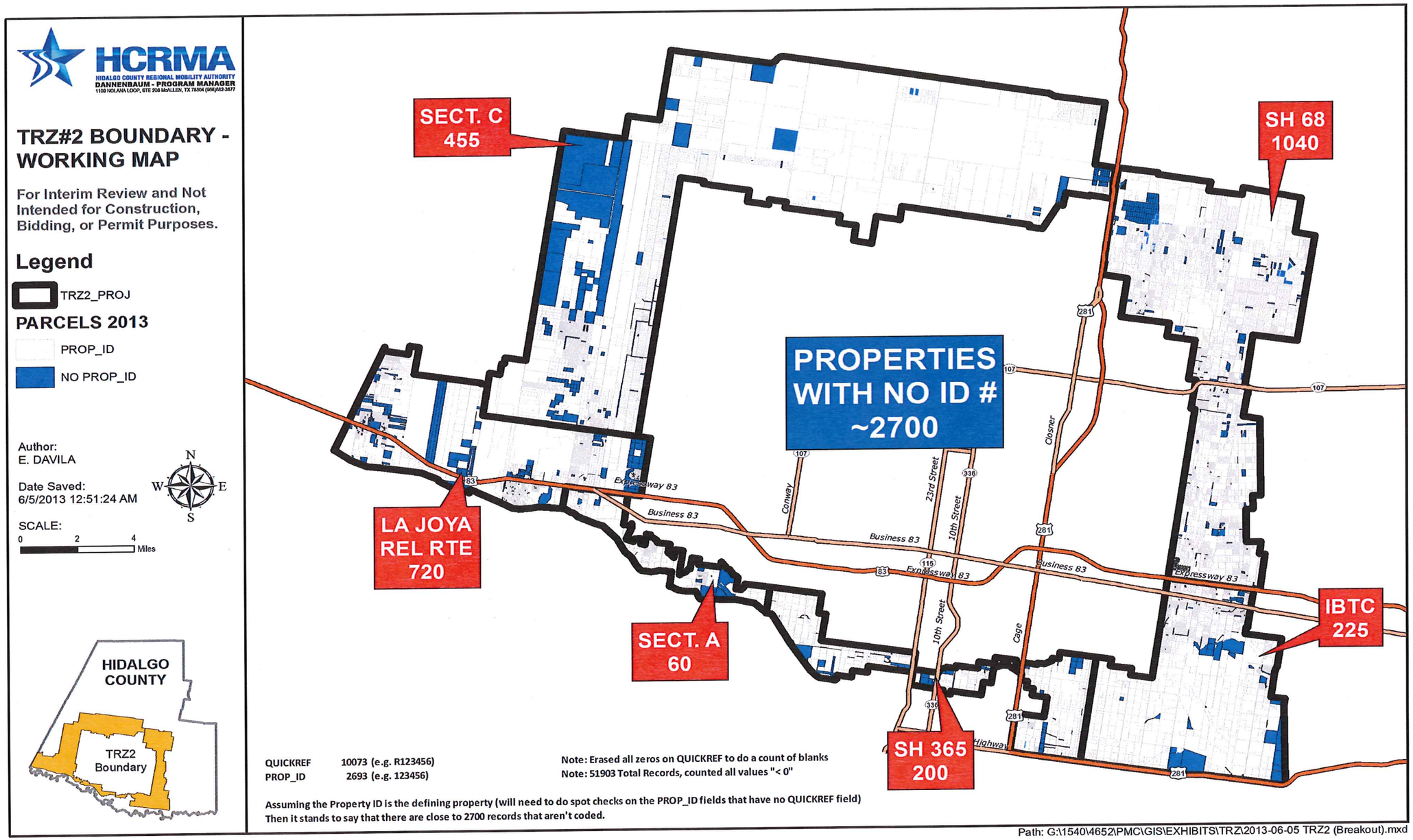
ASSUMPTIONS

NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
SA No. 4 to WA No. 6 (Revision No. 2 06/24/2013)
SA No. 4 to WA No. 6
Schedule Duration: (July 1, 2013 to December 31, 2013)

EXHIBIT 'D-Modified Fee Schedule Budget
for SA NO. 4 TO WA NO. 6 (Revision 2)
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Supplemental No. 4 to Work Authorization N Supplemental No. 4 to Work Authorization No. 6 (Revision No. 2 6/24/2013)

A. INPUT DATA FOR 485 PARCELS-TRZ (SECT. A (WEST), SH 365, and IBTC)-DANNENBAUM



DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
SA No. 4 to WA No. 6 (Revision No. 2 06/24/2013)
SA No. 4 to WA No. 6
Schedule Duration: (July 1, 2013 to December 31, 2013)

EXHIBIT 'D-Modified Fee Schedule Budget
for SA NO. 4 TO WA NO. 6 (Revision 2)
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Supplemental No. 4 to Work Authorization N Supplemental No. 4 to Work Authorization No. 6 (Revision No. 2 6/24/2013)

A. INPUT DATA FOR 485 PARCELS-TRZ (SECT. A (WEST), SH 365, and IBTC)-DANNENBAUM

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager	QA/QC Officer/ Independent Engineer Officer	Deputy Program Manager (Engineer VI)	Senior Engineer (Engineer V)	Project Engineer (Engineer IV)	Civil Engineer (Engineer III)	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
G. Continue to Coordinate and assist with Hidalgo County Appraisal District on TRZ Inputs and Agreements and Finalize Agreements with each entity												$ -
1. Research/ Dvelop/ Assist In Creating and Inputting of Data for Around 485 Parcels within TRZ to Assume Accuracy							480	240		720		$ 62,661.60
Subtotal	0	0	0	0	0	0	480	240	0	720	0	$ 62,661.60
LABOR MANHOURS TOTAL	0	0	0	0	0	0	480	240	0	720	CHECK (MHRs):	
LABOR RATE PER HOUR	$ 314.59	$ 292.49	$ 227.70	$ 176.09	$ 157.87	$ 130.55	$ 97.15	$ 66.79	$ 60.72		720	
TOTAL DIRECT LABOR COSTS	$ -	$ -	$ -	$ -	$ -	$ -	$ 46,632.00	$ 16,029.60	$ -	$ 62,661.60		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	74.42%	25.58%	0.00%	100.00%	CHECK (LABOR):	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	66.67%	33.33%	0.00%	100.00%	$ 62,661.60	
PERCENT LABOR UTILIZATION PER MONTH @ 170 MHR/MO (LABOR HOURS / 6.0 MONTHS / 170 MHR/MO)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	47.06%	23.53%	0.00%			
TOTAL DIRECT LABOR COST												$ 62,661.60
DIRECT EXPENSES	Rate	Unit	Amount	Total								
TOTAL DIRECT EXPENSES				$ -							$ -	$ -
ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (SUBCONSULTANTS) (6.0 Months)												DBE Participation 0.00%
SUBTOTAL - ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (SUBCONSULTANTS) (6.0 Months)											$ -	$ -
TOTAL - ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (SUBCONSULTANTS) (6.0 Months)												$ -
GRAND TOTAL												$ 62,661.60
ASSUMPTIONS												
NONE												

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
SA No. 4 to WA No. 6 (Revision No. 2 06/24/2013)
SA No. 4 to WA No. 6
Schedule Duration: (July 1, 2013 to December 31, 2013)

EXHIBIT 'D-Modified Fee Schedule Budget
for SA NO. 4 TO WA NO. 6 (Revision 2)
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Supplemental No. 4 to Work Authorization N Supplemental No. 4 to Work Authorization No. 6 (Revision No. 2 6/24/2013)

B. OVERWEIGHT CORRIDOR-DANNENBAUM

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager	QA/QC Officer/ Independent Engineer Officer	Deputy Program Manager (Engineer VI)	Senior Engineer (Engineer V)	Project Engineer (Engineer IV)	Civil Engineer (Engineer III)	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
J. Continue the Oversight of C&M Associates, Inc., in Developing the Overweight Corridor Study (6.0 Months) from July 1, 2013 to December 31, 2013												
1. Implementation of C&M Overweight Corridor Study	4		8			8		0	4	24		$ 4,367.24
2. Update Strategic Plan for Funding (Project Funding from Overweight Permits/Additional TxDOT Funding/Leverage o	4		8			40	0	0	4	56		$ 8,544.84
3. Coordinate with development of overweight corridor	4		16			20	0	0	0	40		$ 7,512.56
Subtotal	12	0	32	0	0	68	0	0	8	120	0	$ 20,424.64
LABOR MANHOURS TOTAL	12	0	32	0	0	68	0	0	8	120	CHECK (MHRs): 120	
LABOR RATE PER HOUR	$ 314.59	$ 292.49	$ 227.70	$ 176.09	$ 157.87	$ 130.55	$ 97.15	$ 66.79	$ 60.72			
TOTAL DIRECT LABOR COSTS	$ 3,775.08	$ -	$ 7,286.40	$ -	$ -	$ 8,877.40	$ -	$ -	$ 485.76	$ 20,424.64		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	18.48%	0.00%	35.67%	0.00%	0.00%	43.46%	0.00%	0.00%	2.38%	100.00%	CHECK (LABOR):	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	10.00%	0.00%	26.67%	0.00%	0.00%	56.67%	0.00%	0.00%	6.67%	100.00%	$ 20,424.64	
PERCENT LABOR UTILIZATION PER MONTH @ 170 MHR/MO (LABOR HOURS / 6.0 MONTHS / 170 MHR/MO)	1.18%	0.00%	3.14%	0.00%	0.00%	6.67%	0.00%	0.00%	0.78%			
TOTAL DIRECT LABOR COST												$ 20,424.64
DIRECT EXPENSES	Rate	Unit	Amount	Total								
											$ -	
											$ -	
											$ -	
											$ -	
											$ -	
TOTAL DIRECT EXPENSES				$ -							$ -	$ -
ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (PRIME+SUBCONSULTANTS) (6.0 Months)												DBE Participation 0.00%
SUBTOTAL - ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (PRIME+SUBCONSULTANTS) (6.0 Months)											$ -	$ -
TOTAL - ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (SUBCONSULTANTS) (6.0 Months)												$ -
GRAND TOTAL												$ 20,424.64
ASSUMPTIONS												
NONE												

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
SA No. 4 to WA No. 6 (Revision No. 2 06/24/2013)
SA No. 4 to WA No. 6
Schedule Duration: (July 1, 2013 to December 31, 2013)

EXHIBIT 'D-Modified Fee Schedule Budget
for SA NO. 4 TO WA NO. 6 (Revision 2)
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Supplemental No. 4 to Work Authorization N Supplemental No. 4 to Work Authorization No. 6 (Revision No. 2 6/24/2013)

C. ASSIST HCRMA E.D. WITH PROCURE/NEGOTIATE/DEVELOP/OVERSEE CONSULTANT CONTRACTS FOR IBTC (ENG./ROW SURVEYORS/GEOTECH)-DANNENBAUM

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager	QA/QC Officer/ Independent Engineer Officer	Deputy Program Manager (Engineer VI)	Senior Engineer (Engineer V)	Project Engineer (Engineer IV)	Civil Engineer (Engineer III)	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
K. Continue to Oversee IBTC (6.0 Months) from July 1, 2013 to December 31, 2013												
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)	10		40	40		40	40		24	194		$ 29,862.78
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))	8		12			24	10	4	10	68		$ 10,228.18
3. Assist HCRMA E.D. to Develop RFQ; Procure Geotechnical Consultant for Geotechnical work for all of IBTC assume one project	4		6			2	4	4	8	28		$ 4,027.18
Subtotal	22	0	58	40	0	66	54	8	42	290	0	$ 44,118.14
LABOR MANHOURS TOTAL	22	0	58	40	0	66	54	8	42	290	CHECK (MHRs): 290	
LABOR RATE PER HOUR	$ 314.59	$ 292.49	$ 227.70	$ 176.09	$ 157.87	$ 130.55	$ 97.15	$ 66.79	$ 60.72			
TOTAL DIRECT LABOR COSTS	$ 6,920.98	$ -	$ 13,206.60	$ 7,043.60	$ -	$ 8,616.30	$ 5,246.10	$ 534.32	$ 2,550.24	$ 44,118.14		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	15.69%	0.00%	29.93%	15.97%	0.00%	19.53%	11.89%	1.21%	5.78%	100.00%	CHECK (LABOR):	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	7.59%	0.00%	20.00%	13.79%	0.00%	22.76%	18.62%	2.76%	14.48%	100.00%	$ 44,118.14	
PERCENT LABOR UTILIZATION PER MONTH @ 170 MHR/MO (LABOR HOURS / 6.0 MONTHS / 170 MHR/MO)	2.16%	0.00%	5.69%	3.92%	0.00%	6.47%	5.29%	0.78%	4.12%			
TOTAL DIRECT LABOR COST												$ 44,118.14

DIRECT EXPENSES	Rate	Unit	Amount	Total					
									$ -
									$ -
									$ -
									$ -
TOTAL DIRECT EXPENSES				$ -					$ -

ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (PRIME+SUBCONSULTANTS) (6.0 Months)			DBE Participation 4.20%
C. ASSIST HCRMA E.D. WITH PROCURE/NEGOTIATE/DEVELOP/OVERSEE CONSULTANT CONTRACTS FOR IBTC (ENG./ROW SURVEYORS/GEOTECH)	$ 1,935.60	4.20%	
SUBTOTAL - ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (PRIME+SUBCONSULTANTS) (6.0 Months)	$ 1,935.60	$ 1,935.60	
TOTAL - ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (SUBCONSULTANTS) (6.0 Months)		$ 1,935.60	
GRAND TOTAL		**$ 46,053.74**	

ASSUMPTIONS
NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
SA No. 4 to WA No. 6 (Revision No. 2 06/24/2013)
Subconsultant: Aranda and Associates
Schedule Duration: (July 1, 2013 to December 31, 2013)

EXHIBIT 'D-Modified Fee Schdified Fee Schedule/Budget'
for SA NO. 4 TO WA NO. 6, NO. 4 TO WA NO. 6
Hidalgo County Regional Mobility Regional Mobility Authority (HCRMA)
Program Management CManagement Consultant
Supplemental No. 4 to Work Authorization Supplemental No. 4 to Work Authorization No. 6 (Revision No. 2 6/24/2013)

C. PROCURE/NEGOTIATE/DEVELOP/OVERSEE CONSULTANT CONTRACTS FOR IBTC (ENG./ROW SURVEYORS/GEOTECH)-ARANDA

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Sr. Manager	Surveyor (RPLS)/Engineer	Abstractor/ Researcher	Survey / CADD Tech	GIS Tech	CAD Operator	Microstation CAD Station	ESRI ArcInfo / Arcview Station	Clerical / Admin	Sr. Field Survey Tech (Party Chief)	2-person Field Crew	3-Person Field Crew	Total Labor Hrs.	Remarks	Task Cost
K. IBTC (6.0 Months) from July 1, 2013 to December 31, 2013															
1.) Assist Procuring/Negotiating Right of Way Mapping Contracts (3 Contracts)		16							4				20		$ 1,935.60
Subtotal	0	16	0	0	0	0	0	0	4	0	0	0	20	0	$ 1,935.60
HOURS TOTAL	0	16	0	0	0	0	0	0	4	0	0	0	20		
LABOR RATE PER HOUR	$ 210.20	$ 112.23	$ 69.96	$ 58.30	$ 58.30	$ 52.47	$ 10.20	$ 10.20	$ 34.98	$ 69.96	$ 129.72	$ 161.78			
TOTAL DIRECT LABOR COSTS	$ -	$ 1,795.68	$ -	$ -	$ -	$ -	$ -	$ -	$ 139.92	$ -	$ -	$ -	$ 1,935.60		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	0.00%	92.77%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	7.23%	0.00%	0.00%	0.00%	100.00%	CHECK	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	0.00%	80.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	20.00%	0.00%	0.00%	0.00%	100.00%	$ 1,935.60	
TOTAL DIRECT LABOR COST															$ 1,935.60
DIRECT EXPENSES	Rate	Unit	Amount	Total											
														$ -	
														$ -	
														$ -	
														$ -	
TOTAL DIRECT EXPENSES				$ -										$ -	$ -
GRAND TOTAL															$ 1,935.60

ASSUMPTIONS

NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
SA No. 4 to WA No. 6 (Revision No. 2 06/24/2013)
SA No. 4 to WA No. 6
Schedule Duration: (July 1, 2013 to December 31, 2013)

EXHIBIT 'D-Modified Fee Schedule Budget
for SA NO. 4 TO WA NO. 6 (Revision 2)
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Supplemental No. 4 to Work Authorization N Supplemental No. 4 to Work Authorization No. 6 (Revision No. 2 6/24/2013)

D. LOCAL ENVIRONMENTAL CLEARANCE (EA)/OVERSEE ENG. IBTC-DANNENBAUM

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager	QA/QC Officer/ Independent Engineer Officer	Deputy Program Manager (Engineer VI)	Senior Engineer (Engineer V)	Project Engineer (Engineer IV)	Civil Engineer (Engineer III)	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
K. Continue to Oversee IBTC (6.0 Months) from July 1, 2013 to December 31, 2013												
4. Continue to Oversee Local Environmental Clearance (Assisted by Blanton - Lead) (6.0 Months)	16		24			40			8	88		$ 16,206.00
5. Oversee IBTC Drainage Studies (Nov. 1, 2013 to Dec. 31, 2013) (2.0 Months)	4		20			20			8	52		$ 8,909.12
11. Attend Meeting with US Fish and Wildlife (1)	4		4			4			2	14		$ 2,812.80
Subtotal	24	0	48	0	0	64	0	0	18	154	0	$ 27,927.92
LABOR MANHOURS TOTAL	24	0	48	0	0	64	0	0	18	154	CHECK (MHRs): 154	
LABOR RATE PER HOUR	$ 314.59	$ 292.49	$ 227.70	$ 176.09	$ 157.87	$ 130.55	$ 97.15	$ 66.79	$ 60.72			
TOTAL DIRECT LABOR COSTS	$ 7,550.16	$ -	$ 10,929.60	$ -	$ -	$ 8,355.20	$ -	$ -	$ 1,092.96	$ 27,927.92		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	27.03%	0.00%	39.14%	0.00%	0.00%	29.92%	0.00%	0.00%	3.91%	100.00%	CHECK (LABOR):	$ 27,927.92
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	15.58%	0.00%	31.17%	0.00%	0.00%	41.56%	0.00%	0.00%	11.69%	100.00%		
PERCENT LABOR UTILIZATION PER MONTH @ 170 MHR/MO (LABOR HOURS / 6.0 MONTHS / 170 MHR/MO)	2.35%	0.00%	4.71%	0.00%	0.00%	6.27%	0.00%	0.00%	1.76%			
TOTAL DIRECT LABOR COST												$ 27,927.92

DIRECT EXPENSES	Rate	Unit	Amount	Total						
										$ -
										$ -
										$ -
										$ -
										$ -
										$ -
TOTAL DIRECT EXPENSES				$ -						$ -

ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (PRIME+SUBCONSULTANTS) (6.0 Months)		DBE Participation 55.32%
D. LOCAL ENVIRONMENTAL CLEARANCE/OVERSEE ENG. IBTC-BLANTON	$ 34,584.94	55.32%
SUBTOTAL - ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (PRIME+SUBCONSULTANTS) (6.0 Months)	$ 34,584.94	$ 34,584.94
TOTAL - ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (SUBCONSULTANTS) (6.0 Months)		$ 34,584.94
GRAND TOTAL		$ 62,512.86

ASSUMPTIONS
NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
SA No. 4 to WA No. 6 (Revision No. 2 06/24/2013)
Subconsultant: Blanton and Associates, Inc.

Schedule Duration: (July 1, 2013 to December 31, 2013)

EXHIBIT 'D-Modified Fee Schdified Fee Schedule/Budget'
for SA NO. 4 TO WA NO. 6, NO. 4 TO WA NO. 6
Hidalgo County Regional Mobilityional Mobility Authority (HCRMA)
Program Management CManagement Consultant
Supplemental No. 4 to Work Authorization Supplemental No. 4 to Work Authorization No. 6 (Revision No. 2 6/24/2013)

D. LOCAL ENVIRONMENTAL CLEARANCE (EA)/OVERSEE ENG. IBTC-BLANTON

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Project Principal	Sr. Project Manager	Project Manager	Sr. Env. Specialist	Env. Specialist III	Env. Planner II	Env. Specialist II	Env. Specialist I	Env. Tech II	Env. Tech I	GIS	GIS Tech	Clerical	Total Labor Hrs.	Remarks	Task Cost
K. IBTC (6.0 Months) from July 1, 2013 to December 31, 2013														56		$ 8,639.44
1. Continue to Assist in Overseeing Local Environmental Clearance (6 Months)	8	24			24									0		$ -
2. Continue to Attend / Report at HCRMA Monthly Board Meetings for Environmental (Included with SH 365 Board Meetings) (1 Mtgs) (4 hrs / Mtg with Travel)																
3. Continue to Coordinate / Attend Agency Meetings / Obtain Approval of Following Resource Agencies																
* USIBWC	4	12			10								8	34		$ 4,508.74
* USACOE	4	12			10								8	34		$ 4,508.74
* US Fish and Wildlife	4	12			10								8	34		$ 4,508.74
4. Continue to QA/QC of Final Local Environmental Clearance Document and Assist in Recommending Local Clearance to HCRMA Board	16	40			16									80		$ 12,419.28
Subtotal	36	100	0	0	70	0	0	0	0	0	0	0	32	238	0	$ 34,584.94
HOURS TOTAL	36	100	0	0	70	0	0	0	0	0	0	0	32	238		$ 34,584.94
LABOR RATE PER HOUR	$188.99	$175.49	$148.49	$134.99	$121.49	$107.99	$94.49	$81.00	$67.50	$62.10	$94.49		$54.00			
TOTAL DIRECT LABOR COSTS	$ 6,803.64	$ 17,549.00	$ -	$ -	$ 8,504.30	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,728.00	$ 34,584.94		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	19.67%	50.74%	0.00%	0.00%	24.59%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	5.00%	100.00%	CHECK	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	15.13%	42.02%	0.00%	0.00%	29.41%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	13.45%	100.00%	$ 34,584.94	
TOTAL DIRECT LABOR COST																$ 34,584.94

DIRECT EXPENSES	Rate	Unit	Amount	Total		
						$ -
						$ -
						$ -
						$ -
					$ -	$ -
TOTAL DIRECT EXPENSES				$ -		$ 34,584.94

GRAND TOTAL

ASSUMPTIONS
NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
SA No. 4 to WA No. 6 (Revision No. 2 06/24/2013)
SA No. 4 to WA No. 6
Schedule Duration: (July 1, 2013 to December 31, 2013)

EXHIBIT 'D-Modified Fee Schedule Budget
for SA NO. 4 TO WA NO. 6 (Revision 2)
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Supplemental No. 4 to Work Authorization N Supplemental No. 4 to Work Authorization No. 6 (Revision No. 2 6/24/2013)

E. NEGOTIATE/DEVELOP/OVERSEE W.A. NO. 2 FOR ENG PS&E (L&G/S&B) & W.A. NO. 3 FOR ENG PS&E (TEDSI)-DANNENBAUM

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager	QA/QC Officer/ Independent Engineer Officer	Deputy Program Manager (Engineer VI)	Senior Engineer (Engineer V)	Project Engineer (Engineer IV)	Civil Engineer (Engineer III)	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
L. Continue to Oversee SH 365 (Segment 1,2, & 3)(Incl. SH 365 at GSA Anzalduas Bridge)(6.0 Months) from July 1, 2013 to December 31, 2013												
4. Attend Meeting With USIBWC (1 Mtg. - El Paso) (Including IBTC)	10		10						2	22		$ 5,544.34
5. Attend Meeting With USAOE (1 Mtg. - HST)	10		10						2	22		$ 5,544.34
10. Prepare Decision Matrix for Environmental Consultant										0		$ -
13. Negotiate/Prepare W.A. No. 2 with L&G and S&B For PS&E Development including monitoring PS&E Development From 10/1/13 to 12/31/13 (4.0 Months)	24		60	24		60	60	10	40	278		$ 42,197.02
14. Negotiate/Prepare WA No. 2 for DOS and Quintanilla for SH 365 (Assist By Aranda & Associates)	4	0	10	0	0	4	0	0	4	22		$ 4,300.44
Subtotal	48	0	90	24	0	64	60	10	48	344	0	$ 57,586.14
M. Continue to Oversee SH 365 Segment No. 4 (US 281 / Military) (6.0 Months) from July 1, 2013 to December 31, 2013												
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)	10	0	40	24		40	16	6	16	152		$ 24,628.72
Subtotal	10	0	40	24	0	40	16	6	16	152	0	$ 24,628.72
LABOR MANHOURS TOTAL	58	0	130	48	0	104	76	16	64	496	CHECK (MHRs):	
LABOR RATE PER HOUR	$ 314.59	$ 292.49	$ 227.70	$ 176.09	$ 157.87	$ 130.55	$ 97.15	$ 66.79	$ 60.72		496	
TOTAL DIRECT LABOR COSTS	$ 18,246.22	$ -	$ 29,601.00	$ 8,452.32	$ -	$ 13,577.20	$ 7,383.40	$ 1,068.64	$ 3,886.08	$ 82,214.86		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	22.19%	0.00%	36.00%	10.28%	0.00%	16.51%	8.98%	1.30%	4.73%	100.00%	CHECK (LABOR):	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	11.69%	0.00%	26.21%	9.68%	0.00%	20.97%	15.32%	3.23%	12.90%	100.00%	$ 82,214.86	
PERCENT LABOR UTILIZATION PER MONTH @ 170 MHR/MO (LABOR HOURS / 6.0 MONTHS / 170 MHR/MO)	5.69%	0.00%	12.75%	4.71%	0.00%	10.20%	7.45%	1.57%	6.27%			
TOTAL DIRECT LABOR COST												$ 82,214.86

DIRECT EXPENSES	Rate	Unit	Amount	Total						
TOTAL DIRECT EXPENSES				$ -					$ -	$ -

ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (SUBCONSULTANTS) (6.0 Months)		DBE Participation 0.00%
SUBTOTAL - ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (SUBCONSULTANTS) (6.0 Months)	$ -	$ -
TOTAL - ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (SUBCONSULTANTS) (6.0 Months)		$ -
GRAND TOTAL		$ 82,214.86

ASSUMPTIONS
NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
SA No. 4 to WA No. 6 (Revision No. 2 06/24/2013)
SA No. 4 to WA No. 6
Schedule Duration: (July 1, 2013 to December 31, 2013)

EXHIBIT 'D-Modified Fee Schedule Budget
for SA NO. 4 TO WA NO. 6 (Revision 2)
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Supplemental No. 4 to Work Authorization N Supplemental No. 4 to Work Authorization No. 6 (Revision No. 2 6/24/2013)

F. IMPLEMENT PROJECTWISE-DANNENBAUM

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager	QA/QC Officer/ Independent Engineer Officer	Deputy Program Manager (Engineer VI)	Senior Engineer (Engineer V)	Project Engineer (Engineer IV)	Civil Engineer (Engineer III)	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
O. Implementation Of Project Wise												
1. PMC Training (x1 brownbag session via Web)				1		2		1		4		$ 503.98
2. On-Going Support (6 months)				0		24		24		48		$ 4,736.16
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)				8		12		4		24		$ 3,242.48
4. Develop HCRMA Project Wise and GIS data management business process documentation				12		24		0		36		$ 5,246.28
Subtotal	0	0	0	21	0	62	0	29	0	112	0	$ 13,728.90
LABOR MANHOURS TOTAL	0	0	0	21	0	62	0	29	0	112	CHECK (MHRs):	
LABOR RATE PER HOUR	$ 314.59	$ 292.49	$ 227.70	$ 176.09	$ 157.87	$ 130.55	$ 97.15	$ 66.79	$ 60.72		112	
TOTAL DIRECT LABOR COSTS	$ -	$ -	$ -	$ 3,697.89	$ -	$ 8,094.10	$ -	$ 1,936.91	$ -	$ 13,728.90		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	0.00%	0.00%	0.00%	26.94%	0.00%	58.96%	0.00%	14.11%	0.00%	100.00%	CHECK (LABOR):	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	0.00%	0.00%	0.00%	18.75%	0.00%	55.36%	0.00%	25.89%	0.00%	100.00%	$ 13,728.90	
PERCENT LABOR UTILIZATION PER MONTH @ 170 MHR/MO (LABOR HOURS / 6.0 MONTHS / 170 MHR/MO)	0.00%	0.00%	0.00%	2.06%	0.00%	6.08%	0.00%	2.84%	0.00%			
TOTAL DIRECT LABOR COST												$ 13,728.90

DIRECT EXPENSES	Rate	Unit	Amount	Total						
TOTAL DIRECT EXPENSES				$ -					$ -	$ -

ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (SUBCONSULTANTS) (6.0 Months)	DBE Participation 0.00%
SUBTOTAL - ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (SUBCONSULTANTS) (6.0 Months)	$ -
TOTAL - ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (SUBCONSULTANTS) (6.0 Months)	$ -
GRAND TOTAL	**$ 13,728.90**

ASSUMPTIONS
NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
SA No. 4 to WA No. 6 (Revision No. 2 06/24/2013)
SA No. 4 to WA No. 6
Schedule Duration: (July 1, 2013 to December 31, 2013)

EXHIBIT 'D-Modified Fee Schedule Budget
for SA NO. 4 TO WA NO. 6 (Revision 2)
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Supplemental No. 4 to Work Authorization N Supplemental No. 4 to Work Authorization No. 6 (Revision No. 2 6/24/2013)

G. NEGOTIATE/DEVELOP/OVERSEE TOLL INTEGRATOR (CONSULTANTS)-DANNENBAUM

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager	QA/QC Officer/ Independent Engineer Officer	Deputy Program Manager (Engineer VI)	Senior Engineer (Engineer V)	Project Engineer (Engineer IV)	Civil Engineer (Engineer III)	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
P. Negotiate Oversee Toll Integrator (Consultants) from July 1, 2013 to December 31, 2013												
1. Finalize Previous Selection / Negotiate / Prepare Contract and WA No. 1 to Develop Overall Toll Strategy for Loop with HDR Assistance	6	0	30	0	10	20	10	0	16	92		$ 14,851.26
2. Negotiate / Prepare WA No. 2 To Prepare Preliminary Engineering For SH 365 Toll Integrator with HDR Assistance (Next W.A.)										0		$ -
3. Oversee / Manage WA No. 1-Toll Integrator (Consultants) (Overall Toll Strategy for Loop) (3 months)	10	0	40	0	20	20		10	16	116		$ 19,661.72
4. Oversee / Manage WA No. 2-Toll Integrator (Consultants) (Preliminary Engineering For SH 365) (Next W.A.)										0		$ -
Subtotal	16	0	70	0	30	40	10	10	32	208	0	$ 34,512.98
LABOR MANHOURS TOTAL	16	0	70	0	30	40	10	10	32	208	CHECK (MHRs): 208	
LABOR RATE PER HOUR	$ 314.59	$ 292.49	$ 227.70	$ 176.09	$ 157.87	$ 130.55	$ 97.15	$ 66.79	$ 60.72			
TOTAL DIRECT LABOR COSTS	$ 5,033.44	$ -	$ 15,939.00	$ -	$ 4,736.10	$ 5,222.00	$ 971.50	$ 667.90	$ 1,943.04	$ 34,512.98		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	14.58%	0.00%	46.18%	0.00%	13.72%	15.13%	2.81%	1.94%	5.63%	100.00%	CHECK (LABOR):	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	7.69%	0.00%	33.65%	0.00%	14.42%	19.23%	4.81%	4.81%	15.38%	100.00%	$ 34,512.98	
PERCENT LABOR UTILIZATION PER MONTH @ 170 MHR/MO (LABOR HOURS / 6.0 MONTHS / 170 MHR/MO)	1.57%	0.00%	6.86%	0.00%	2.94%	3.92%	0.98%	0.98%	3.14%			
TOTAL DIRECT LABOR COST												$ 34,512.98
DIRECT EXPENSES	Rate	Unit	Amount	Total								
TOTAL DIRECT EXPENSES				$ -						$ -		$ -
ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (SUBCONSULTANTS) (6.0 Months)												DBE Participation 0.00%
G. NEGOTIATE/DEVELOP/OVERSEE TOLL INTEGRATOR (CONSULTANTS)-HDR										$ 26,259.32		N/A
SUBTOTAL - ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (SUBCONSULTANTS) (6.0 Months)										$ 26,259.32		$ 26,259.32
TOTAL - ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (SUBCONSULTANTS) (6.0 Months)												$ 26,259.32
GRAND TOTAL												$ 60,772.30
ASSUMPTIONS												
NONE												

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
SA No. 4 to WA No. 6 (Revision No. 2 06/24/2013)
Subconsultant: HDR Engineering
Schedule Duration: (July 1, 2013 to December 31, 2013)

EXHIBIT 'D-Modified Fee Sched-Modified Fee Schedule Budget
for SA NO. 4 TO WA NCO. 4 TO WA NO. 6 (Revision 2)
Hidalgo County Regional Mobility AuRegional Mobility Authority (HCRMA)
Program Management Conim Management Consultant
Supplemental No. 4 to Work Authorization No Supplemental No. 4 to Work Authorization No. 6 (Revision No. 2 6/24/2013)

G. NEGOTIATE/DEVELOP/OVERSEE TOLL INTEGRATOR (CONSULTANTS)-HDR

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Funding Revenue Specialist	Procurement Specialist	Budgets / Contracts / Controls	Senior Engineer (V)	Project Engineer (IV)	Senior Designer	Document Control Specialist	Admin Assistant	Total Labor Hrs.	Remarks	Task Cost
Q. Oversee Toll Integrator (Consultants)											
1. Finalize Previous Selection / Negotiate / Prepare Contract and WA No. 1 to Develop Overall Toll Strategy for Loop	40					10		10	60		$ 11,689.40
2. Negotiate / Prepare WA No. 2 To Prepare Preliminary Engineering For SH 365 Toll Integrator with HDR Assistance (Next W.A.)									0		$ -
3. Oversee / Manage WA No. 1-Toll Integrator (Consultants) (Overall Toll Strategy for Loop) (3months)	40					24		8	72		$ 12,869.92
4. Oversee / Manage WA No. 2-Toll Integrator (Consultants) (Preliminary Engineering For SH 365) (Next W.A.)									0		$ -
	80	0	0	0	0	34	0	18	132	0	$ 24,559.32
HOURS TOTAL	80	0	0	0	0	34	0	18	132		
LABOR RATE PER HOUR	$ 254.62	$ 266.20	$ 202.54	$ 167.82	$ 150.46	$92.59	$ 72.34	$ 57.87			
TOTAL DIRECT LABOR COSTS	$ 20,369.60	$ -	$ -	$ -	$ -	$ 3,148.06	$ -	$ 1,041.66	$ 24,559.32		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	82.94%	0.00%	0.00%	0.00%	0.00%	12.82%	0.00%	4.24%	100.00%	CHECK	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	60.61%	0.00%	0.00%	0.00%	0.00%	25.76%	0.00%	13.64%	100.00%	$ 24,559.32	
TOTAL DIRECT LABOR COST											$ 24,559.32

DIRECT EXPENSES	Rate	Unit	Amount	Total			
Lodging / Hotel ($100.00 / DAY)	$ 100.00	Each	4	$ 400.00			$ 400.00
Meals ($30.00 / DAY)	$ 30.00	Each	4	$ 120.00			$ 120.00
Rental Car	$ 90.00	Each	2	$ 180.00			$ 180.00
Air Travel	$ 500.00	Each	2	$ 1,000.00			$ 1,000.00
Overnight Mail - letter size	$ 50.00	Each		$ -			$ -
Courier Services	$ 50.00	Each		$ -			$ -
Photocopies B/W (8.5 X 11)	$ 0.10	Each		$ -			$ -
Photocopies B/W (11 X 17)	$ 0.20	Each		$ -			$ -
Photocopies Color (8.5 X 11)	$ 0.70	Each		$ -			$ -
Photocopies Color (11 X 17)	$ 1.25	Each		$ -			$ -
Plots (Color on Bond)	$ 2.00	Linear Foot		$ -			$ -
TOTAL DIRECT EXPENSES				$ 1,700.00			$ 1,700.00
GRAND TOTAL							$ 26,259.32

ASSUMPTIONS
NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
SA No. 4 to WA No. 6 (Revision No. 2 06/24/2013)
SA No. 4 to WA No. 6
Schedule Duration: (July 1, 2013 to December 31, 2013)

EXHIBIT 'D-Modified Fee Schedule Budget
for SA NO. 4 TO WA NO. 6 (Revision 2)
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Supplemental No. 4 to Work Authorization N Supplemental No. 4 to Work Authorization No. 6 (Revision No. 2 6/24/2013)

H. ASSIST HCRMA E.D. TO PROCURE/NEGOTIATE VARIOUS CONSULTANTS SH 365 AND IBTC (Appraisal Consultants/Title Companies/ROW Agents)-DANNENBAUM

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager	QA/QC Officer/ Independent Engineer Officer	Deputy Program Manager (Engineer VI)	Senior Engineer (Engineer V)	Project Engineer (Engineer IV)	Civil Engineer (Engineer III)	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
Q. Develop/Procure/Negotiate Services for various Consultants to be used on SH 365 and IBTC												
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)	4		12		10				6	32		$ 5,933.78
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)	4		12		10				6	32		$ 5,933.78
3. Assist E.D. to Develop RFP; Procurement Services ad Negotiate Contracts for Right of Way agents for both SH 365 and IBTC (Develop Post-Assume three (3) Consultants)	4		12		10				6	32		$ 5,933.78
Subtotal	12	0	36	0	30	0	0	0	18	96	0	$ 17,801.34
LABOR MANHOURS TOTAL	12	0	36	0	30	0	0	0	18	96	CHECK (MHRs): 96	
LABOR RATE PER HOUR	$ 314.59	$ 292.49	$ 227.70	$ 176.09	$ 157.87	$ 130.55	$ 97.15	$ 66.79	$ 60.72			
TOTAL DIRECT LABOR COSTS	$ 3,775.08	$ -	$ 8,197.20	$ -	$ 4,736.10	$ -	$ -	$ -	$ 1,092.96	$ 17,801.34		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	21.21%	0.00%	46.05%	0.00%	26.61%	0.00%	0.00%	0.00%	6.14%	100.00%	CHECK (LABOR):	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	12.50%	0.00%	37.50%	0.00%	31.25%	0.00%	0.00%	0.00%	18.75%	100.00%	$ 17,801.34	
PERCENT LABOR UTILIZATION PER MONTH @ 170 MHR/MO (LABOR HOURS / 6.0 MONTHS / 170 MHR/MO)	1.18%	0.00%	3.53%	0.00%	2.94%	0.00%	0.00%	0.00%	1.76%			
TOTAL DIRECT LABOR COST												$ 17,801.34

DIRECT EXPENSES	Rate	Unit	Amount	Total						
TOTAL DIRECT EXPENSES				$ -					$ -	$ -

ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (SUBCONSULTANTS) (6.0 Months)		DBE Participation 0.00%
SUBTOTAL - ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (SUBCONSULTANTS) (6.0 Months)	$ -	$ -
TOTAL - ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (SUBCONSULTANTS) (6.0 Months)		$ -
GRAND TOTAL		$ 17,801.34

ASSUMPTIONS
NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
SA No. 4 to WA No. 6 (Revision No. 2 06/24/2013)
GIS-DANNENBAUM
Schedule Duration: (July 1, 2013 to December 31, 2013

EXHIBIT 'D-Modified Fee Schedule Budget
for SA NO. 4 TO WA NO. 6 (Revision 2)
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Supplemental No. 4 to Work Authorization No. 6 (Revision 2 6/21/2 Supplemental No. 4 to Work Authorization No. 6 (Revision No. 2 6/24/2013)

I. GIS-DANNENBAUM

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager	Senior Engineer (Engineer V) / GIS Implementation Manager	Project Engineer (Engineer IV) / Senior Programmer	Civil Engineer (Engineer III)	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
User Requirements										
1. Conduct Stakeholder and Program Management Team GIS user requirements meeting ----> (Includes: x1 Workshop Meeting for 8 hour duration)		8	8	8				24		$ 3,716.08
2. Develop GIS user requirements documentation and implementation plan ----> (Includes: Database, ProjectWise Implementation and Integration, Roadway Information Management Tools, ROW Acquisition Tools, Utility Adjustment Tools)		16	8				4	28		$ 4,323.28
3. Present user requirements and implementation plan to Stakeholders and Program Management Team ----> (Includes: x1 Presentation Meeting for 1 hours)	1	1		1				3		$ 621.23
Subtotal	1	25	16	9	0	0	4	55		$ 8,660.59
Database										
1. Design, load and integrate HCRMA specific GIS data in ArcGIS Server / SQL Server central database with ProjectWise documents ----> (Potentially includes: Planned and Constructed Roadways, Facilities and Structures, ROW, Utility Adjustment, NEPA related Environmental Data such as Wetlands, Cultural Resources, Threatened and Endangered Species Habitat, Regulatory Database Review Data, Contract Specific Data, and Linked Documents such as Design/As-Built P&P Drawings, Various Specifications, Photos, etc.)		24	40	160				224		$ 31,428.96
2. QAQC existing and HCRMA specific GIS database for compliance with Requirements	1	16		8				25		$ 4,176.43
Subtotal	1	40	40	168	0	0	0	249		$ 35,605.39
Information Management Tools										
1. Develop GIS roadway information management tools on Dannenbaum' s application development server ----> (Includes: Data Identification Tool to access various Roadway feature types including ROW and Utility Adjustment database attributes using in the Map Interface and one click access to documents associated with Design / As-Built P&P Drawings, feature specifications, ROW descriptions, Survey Description, Bridges, Storm Water Inlets, Outfalls, Guard Rails, Toll Facilities, Utilities, etc.; also, includes access to contractual information associated with various Roadway related projects and Maintenance records)			80					80		$ 12,629.60
2. Integrate document access through ArcGIS Server website application to documents being managed through Project Wise			24					24		$ 3,788.88
3. QAQC / unit testing of the GIS roadway information management tools ----> (Includes: Test No. 1 by reviewer, Recovery of Test No. 1 by programmer, Test No. 2 of recovery by reviewer, Recovery of Test No. 2 by Programmer, and final Test by reviewer)		16	32	8				56		$ 8,913.68
4. Migrate GIS roadway information management tools from Dannenbaum' s application development server to Dannenbaum' s production ArcGIS Server hosting environment ----> (Includes: Migration of software code and component pieces from the development environment to a live secure Internet production environment, loading of all users with password protected logins, final testing of the component piece and then release to the user community)		1	8	1				10		$ 1,569.60
5. Develop GIS roadway information management tools user manual documentation and conduct user training ----> (Includes: Draft and final user manual documentation, training material documentation and x1 two hour training session)	2	2		2		24	4	34		$ 3,088.30
Subtotal	2	19	144	11	0	24	4	204		$ 29,990.06

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
SA No. 4 to WA No. 6 (Revision No. 2 06/24/2013)
GIS-DANNENBAUM
Schedule Duration: (July 1, 2013 to December 31, 2013

EXHIBIT 'D-Modified Fee Schedule Budget
for SA NO. 4 TO WA NO. 6 (Revision 2)
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Supplemental No. 4 to Work Authorization No. 6 (Revision 2 6/21/2 Supplemental No. 4 to Work Authorization No. 6 (Revision No. 2 6/24/2013)

I. GIS-DANNENBAUM

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager	Senior Engineer (Engineer V) / GIS Implementation Manager	Project Engineer (Engineer IV) / Senior Programmer	Civil Engineer (Engineer III)	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
ROW Acquisition Tools										
1. Develop ROW acquisition tools on Dannenbaum' s application development server ----> (Includes: Manage Data application with Grid, Add Record, Edit Record, Delete Record... The grid will include Identification, ROW Owner, Site Address, Comments, Survey, Abstracting, Appraisal, Acquisition Offer, Counter Offer, and Condemnation management components; Reports will include a ROW Detail Report and a ROW Overdue Report with same functionality as other Dannenbaum ROW client specific applications including Map-It functionality)			24					24		$ 3,788.88
2. QAQC / unit testing of the ROW acquisition tools ----> (Includes: Test No. 1 by reviewer, Recovery of Test No. 1 by programmer, Test No. 2 of recovery by reviewer, Recovery of Test No. 2 by Programmer, and final Test by reviewer)	1	4	8	2				15		$ 2,543.01
3. Migrate ROW acquisition tools from Dannenbaum' s application development server to Dannenbaum' s production ArcGIS Server hosting environment ----> (Includes: Migration of software code and component pieces from the development environment to a live secure Internet production environment, loading of all users with password protected logins, final testing of the component piece and then release to the user community)		1	8	1				10		$ 1,569.60
4. Develop ROW acquisition tools user manual documentation and conduct user training ----> (Includes: Draft and final user manual documentation, training material documentation and x1 two hour training session)	1	2		2		24	4	33		$ 2,773.71
Subtotal	2	7	40	5	0	24	4	82		$ 10,675.20
Utility Adjustment Tools										
1. Develop utility adjustment tools on Dannenbaum' s application development server ----> (Includes: Manage Data application with Grid, Add Record, Edit Record, Delete Record... The grid will include Identification, Utility Owner, Site Address, Comments, various Adjustment components; Reports will include a Utility Adjustment Detail Report and a Utility Adjustment Overdue Report)			120					120		$ 18,944.40
2. QAQC / unit testing of the utility adjustment tools ----> (Includes: Test No. 1 by reviewer, Recovery of Test No. 1 by programmer, Test No. 2 of recovery by reviewer, Recovery of Test No. 2 by Programmer, and final Test by reviewer)	1	16	32	8				57		$ 9,228.27
3. Migrate utility adjustment tools from Dannenbaum' s application development server to Dannenbaum' s production ArcGIS Server hosting environment ----> (Includes: Migration of software code and component pieces from the development environment to a live secure Internet production environment, loading of all users with password protected logins, final testing of the component piece and then release to the user community)		1	8	1				10		$ 1,569.60
4. Develop utility acquisition tools user manual documentation and conduct user training ----> (Includes: Draft and final user manual documentation, training material documentation and x1 two hour training session)	1	2		2		24	4	33		$ 2,773.71
Subtotal	2	19	160	11	0	24	4	220		$ 32,515.98
Helpdesk										
1. Tech support ----> (Includes: Hands-on and phone tech support estimated at approximately 1 hour per week for an Eng. III and 1 hour per month for an Eng IV and 1 hour per month for an Eng V all for 7 months of support ----> June - December 2013)		7	7	28				42		$ 5,993.12
Subtotal	0	7	7	28	0	0	0	42		$ 5,993.12
Data Maintenance										
1. Perform database updates and maintenance to keep information current ----> (Includes: x1 Technician at 25% and x1 Engineer III at 10% and x1 GIS Manager at 5% for 7 months)		60		120		300		480		$ 46,268.40
Subtotal	0	60	0	120	0	300	0	480		$ 46,268.40

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
SA No. 4 to WA No. 6 (Revision No. 2 06/24/2013)
GIS-DANNENBAUM
Schedule Duration: (July 1, 2013 to December 31, 2013

EXHIBIT 'D-Modified Fee Schedule Budget
for SA NO. 4 TO WA NO. 6 (Revision 2)
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Supplemental No. 4 to Work Authorization No. 6 (Revision 2 6/21/2 Supplemental No. 4 to Work Authorization No. 6 (Revision No. 2 6/24/2013)

I. GIS-DANNENBAUM

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager	Senior Engineer (Engineer V) / GIS Implementation Manager	Project Engineer (Engineer IV) / Senior Programmer	Civil Engineer (Engineer III)	Senior Designer	Eng. Tech/CADD	Administrative Assistant	Total Labor Hrs.	Remarks	Task Cost
HOURS TOTAL	8	177	407	352	0	372	16	1,332		
LABOR RATE PER HOUR	$ 314.59	$ 176.09	$ 157.87	$ 130.55	$ 97.15	$66.79	$ 60.72			
TOTAL DIRECT LABOR COSTS	$ 2,516.72	$ 31,167.93	$ 64,253.09	$ 45,953.60	$ -	$ 24,845.88	$ 971.52	$ 169,708.74		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	1.48%	18.37%	37.86%	27.08%	0.00%	14.64%	0.57%	100.00%	CHECK	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	0.60%	13.29%	30.56%	26.43%	0.00%	27.93%	1.20%	100.00%	$ 169,708.74	
										$ 169,708.74
TOTAL DIRECT LABOR COST										
DIRECT EXPENSES	Rate	Unit	Amount	Total						
Lodging / Hotel ($100.00 / DAY)	$ 100.00	Each	6	$ 600.00					$ 600.00	
Meals ($30.00 / DAY)	$ 30.00	Each	6	$ 180.00					$ 180.00	
Rental Car	$ 90.00	Each	6	$ 540.00					$ 540.00	
Air Travel	$ 500.00	Each	3	$ 1,500.00					$ 1,500.00	
Parking	$ 14.00	Each	3	$ 42.00					$ 42.00	
Overnight Mail - letter size	$ 50.00	Each	3	$ 150.00					$ 150.00	
Bing Maps Annual Subscription Fee (Our subscription needs to be renewed in November 2013 for the next year through November 2014)	$ 5,000.00	Each	1	$ 5,000.00					$ 5,000.00	
TOTAL DIRECT EXPENSES				$ 8,012.00					$ 8,012.00	$ 8,012.00
										DBE Participation 0.00%
ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (SUBCONSULTANTS) (6.0 Months)										
SUBTOTAL - ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (SUBCONSULTANTS) (6.0 Months)									$ -	$ -
										$ -
TOTAL - ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (SUBCONSULTANTS) (6.0 Months)										$ 177,720.74
GRAND TOTAL										

ASSUMPTIONS
NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
SA No. 4 to WA No. 6 (Revision No. 2 06/24/2013)
Prime: Dannenbaum Engineering Corporation
Schedule Duration: VE Report finalized four weeks after end of VE
(assumes one week comment period on draft VE report)

EXHIBIT 'D-Modified Fee Schedule Budget
for SA NO. 4 TO WA NO. 6 (Revision 2)
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Supplemental No. 4 to Work Authorization N Supplemental No. 4 to Work Authorization No. 6 (Revision No. 2 6/24/2013)

J. VALUE ENGINEERING-IBTC-DANNENBAUM

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Principal/ Program Manager, Louis Jones, Dannenbaum	Advance Planning Norma Garza, TxDOT	Advance Planning Gus Lopez, Dannenbaum	Complex Design David Milner, Dannenbaum	Soils/Pavement Design Carlos Peralez, TxDOT	Bridge/ Ret. Walls Michel Maksoud, PhD., Dannenbaum	Traffic Engineering Tom Darnold, Dannenbaum	Drainage Alejandro Flores, Dannenbaum	Project Dev./ Cost Analysis David Galindo/Eric Davila, Dannenbaum	Total Labor Hrs.	Remarks	Task Cost
A. Pre- and Post-Workshop												
1) Project Management	4								8	12		$ 2,302.76
2) Pre-Workshop planning, information review, draft functional analysis										0		$ -
3) Prepare Draft VE report, circulate for comment, finalize VE report	2		6	2		2	2	2	2	18		$ 4,337.24
Subtotal	6	0	6	2	0	2	2	2	10	30		$ 6,640.00
B. Value Engineering Workshop (Mon-Fri)												
1) Travel time allowance				8		8	8	8		32		$ 8,323.04
2) VE Workshop	24		40	36		32	32	36	60	260		$ 59,864.08
Subtotal	24	0	40	44	0	40	40	44	60	292	0.0	$ 68,187.12
LABOR MANHOURS TOTAL	30	0	46	46	0	42	42	46	70	322	CHECK (MHRs): 322	
LABOR RATE PER HOUR	$ 314.59	$ -	$ 227.70	$ 292.49	$ -	$ 227.70	$ 292.49	$ 227.70	$ 130.55			
TOTAL DIRECT LABOR COSTS	$ 9,437.70	$ -	$ 10,474.20	$ 13,454.54	$ -	$ 9,563.40	$ 12,284.58	$ 10,474.20	$ 9,138.50	$ 74,827.12	CHECK (LABOR):	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	12.61%	0.00%	14.00%	17.98%	0.00%	12.78%	16.42%	14.00%	12.21%	100.00%	$ 74,827.12	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	9.32%	0.00%	14.29%	14.29%	0.00%	13.04%	13.04%	14.29%	21.74%	100.00%		
TOTAL DIRECT LABOR COST												$ 74,827.12

DIRECT EXPENSES	Rate	Unit	Amount	Total					
Lodging / Hotel ($100.00 / DAY)	$ 100.00	Each	5	$ 500.00					$ 500.00
Meals ($30.00 / DAY)	$ 30.00	Each	5	$ 150.00					$ 150.00
Rental Car	$ 90.00	Each	2	$ 180.00					$ 180.00
Air Travel	$ 500.00	Each	5	$ 2,500.00					$ 2,500.00
Parking	$ 14.00	Each	0	$ -					$ -
Overnight Mail - letter size	$ 50.00	Each	1	$ 50.00					$ 50.00
Courier Services	$ 50.00	Each	1	$ 50.00					$ 50.00
Photocopies B/W (8.5 X 11)	$ 0.10	Each	500	$ 50.00					$ 20.00
Photocopies B/W (11 X 17)	$ 0.20	Each	100	$ 20.00					$ 350.00
Photocopies Color (8.5 X 11)	$ 0.70	Each	500	$ 350.00					$ 125.00
Photocopies Color (11 X 17)	$ 1.25	Each	100	$ 125.00					$ 360.00
Presentation Boards 30" X 40" Color Mounted	$ 30.00	Each	12	$ 360.00					$ 4,335.00
TOTAL DIRECT EXPENSES				$ 4,335.00					$ 4,335.00

		DBE Participation 0.00%
ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (SUBCONSULTANTS) (6.0 Months)	$ 62,216.38	N/A
J. VALUE ENGINEERING-IBTC-HDR		
SUBTOTAL - ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (SUBCONSULTANTS) (6.0 Months)	$ 62,216.38	$ 62,216.38
TOTAL - ADDITIONAL SERVICES FOR NON-RECURRING EVENTS (SUBCONSULTANTS) (6.0 Months)		$ 62,216.38
GRAND TOTAL		**$ 141,378.50**

ASSUMPTIONS
NONE

DANNENBAUM ENGINEERING CORPORATION
Program Management Services for the HCRMA Roadway System
SA No. 4 to WA No. 6 (Revision No. 2 06/24/2013)
Subconsultant: HDR Engineering
Schedule Duration: VE Report finalized four weeks after end of VE
(assumes one week comment period on draft VE report)

EXHIBIT 'D-Modified Fee Schedule Budget
for SA NO. 4 TO WA NO. 6 (Revision 2)
Hidalgo County Regional Mobility Authority (HCRMA)
Program Management Consultant
Supplemental No. 4 to Work Authorization No. 6 (Revision 2 6/21/2 Supplemental No. 4 to Work Authorization No. 6 (Revision No. 2 6/24/2013)

J. VALUE ENGINEERING-IBTC-HDR

PROGRAM MANAGEMENT SERVICES DESCRIPTION	Funding Revenue Specialist	Procurement Specialist	Budgets / Contracts / Controls	Senior Engineer (V)	Project Engineer (IV)	Senior Designer	Document Control Specialist	Admin Assistant	Total Labor Hrs.	Remarks	Task Cost
A. Pre- and Post-Workshop											
1) Project Management	0	4	0	0	0	0	0	6	10		$ 1,412.02
2) Pre-Workshop planning, information review, draft functional analysis	4	16	0	0	8	0	0	0	28		$ 6,481.36
3) Prepare Draft VE report, circulate for comment, finalize VE report	8	24	0	0	36	0	0	8	76		$ 14,305.28
	12	44	0	0	44	0	0	14	114	0	$ 22,198.66
B. Value Engineering Workshop (Mon-Fri)											
1) Travel time allowance	12	12	0	0	12	0	0	0	36		$ 8,055.36
2) VE Workshop	40	40	0	0	36	0	0	0	116		$ 26,249.36
	52	52	0	0	48	0	0	0	152	0	$ 34,304.72
HOURS TOTAL	64	96	0	0	92	0	0	14	266		
LABOR RATE PER HOUR	$ 254.62	$ 266.20	$ 202.54	$ 167.82	$ 150.46	$92.59	$ 72.34	$ 57.87			
TOTAL DIRECT LABOR COSTS	$ 16,295.68	$ 25,555.20	$ -	$ -	$ 13,842.32	$ -	$ -	$ 810.18	$ 56,503.38		
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	28.84%	45.23%	0.00%	0.00%	24.50%	0.00%	0.00%	1.43%	100.00%	CHECK	
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	24.06%	36.09%	0.00%	0.00%	34.59%	0.00%	0.00%	5.26%	100.00%	$ 56,503.38	
TOTAL DIRECT LABOR COST											$ 56,503.38

DIRECT EXPENSES	Rate	Unit	Amount	Total			Task Cost
Lodging / Hotel ($100.00 / DAY)	$ 100.00	Each	15	$ 1,500.00		$ 1,500.00	
Meals ($50.00 / DAY)	$ 50.00	Each	15	$ 750.00		$ 750.00	
Rental Car & Fuel (per day)	$ 60.00	Each	10	$ 600.00		$ 600.00	
Air Travel	$ 800.00	Each	3	$ 2,400.00		$ 2,400.00	
Airport Parking (per day)	$ 20.00	Each	15	$ 300.00		$ 300.00	
Mileage	$ 0.565	per mile	200	$ 113.00		$ 113.00	
Overnight Mail - letter size	$ 50.00	Each	1	$ 50.00		$ 50.00	
Courier Services	$ 50.00	Each	0	$ -		$ -	
Photocopies B/W (8.5 X 11)	$ 0.10	Each	0	$ -		$ -	
Photocopies B/W (11 X 17)	$ 0.20	Each	0	$ -		$ -	
Photocopies Color (8.5 X 11)	$ 0.70	Each	0	$ -		$ -	
Photocopies Color (11 X 17)	$ 1.25	Each	0	$ -		$ -	
Plots (Color on Bond)	$ 2.00	Linear Foot	0	$ -		$ -	
TOTAL DIRECT EXPENSES				$ 5,713.00			$ 5,713.00
GRAND TOTAL							$ 62,216.38

ASSUMPTIONS
NONE

Item 3C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**3C**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/11/13**
FINANCE COMMITTEE		**MEETING DATE**	**7/17/13**
TECHNICAL COMMITTEE			

1. Agenda Item: **RESOLUTION 2013 – 22 – APPROVAL OF A CONSULTING SERVICE AGREEMENT WITH JERRY DALE TO SERVE AS A PART-TIME CHIEF FINANCIAL OFFICER FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

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

   Approval of consulting service agreement with Jerry Dale in the amount of $57,000.00 per year to serve as a Part-time Chief Financial Officer for the HCRMA.

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

4. Budgeted: X Yes ___ No ___ N/A Funding Source: General Fund

   Budgeted amount for Part-time Chief Financial Officer $65,000.00

2. Staff Recommendation**: Motion to approval Resolution 2013 -22 – Approval of a Consulting Service Agreement with Jerry Dale to serve as a Part-time Chief Financial Officer for the Hidalgo County Regional Mobility Authority in the amount of $57,000.00 per year.**

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

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

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

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

To: Dennis Burleson, Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: July 17, 2013

Re: **Approval of Consulting Services Agreement with Jerry Dale to serve as a Part-time Chief Financial Officer for the Hidalgo County Regional Mobility Authority**

Background
At the December 18, 2012, regular meeting, the Hidalgo County Regional Mobility Authority (HCRMA) Board of Directors adopted the Fiscal Year 2013 Operating and Capital Budget, which included a part-time position for a Chief Financial Officer. The budgeted amount for the part-time Chief Financial Officer is $65,000.

Goal
With the approval of the Transportation Project and Pledge Agreement by the Hidalgo County Commissioners Court on July 9, 2013, the Board of Directors will need to consider the following matters related to the sale of the Vehicle Registration Fee Revenue Bonds:

- Selection of Trustee
- Selection of Underwriting Syndicate
- Preliminary Official Statement
- Financing Parameters / Pricing Committee
- Bond Documents (Resolution, Trust Indenture (Master & Supplemental), Bond Purchase Agreement, Paying Agent/Registrar Agreement)

These areas, as well as, management of bond proceeds after the sale (i.e. debt management) require the expertise of a Chief Financial Officer who has experience in public financing, accounting and budgeting.

I have met with Jerry Dale (resume attached) regarding his ability to serve on a consultant basis as the part-time Chief Financial Officer for the HCRMA. Mr. Dale has expressed a willingness to assist the HCRMA and possess the necessary experience, knowledge, certifications and expertise in the governmental arena to serve as the Chief Financial Officer.

The position is currently budgeted in the amount of $65,000 and I have negotiated a fee of $57,000 per year with Mr. Dale to serve in this capacity.

Options

The position may also be brought in-house for a comparable salary, however, there may be very limited qualified candidates that are willing to serve in a part-time capacity as the Chief Financial Officer.

Recommendation

Based on review by this office, **approval of the Consulting Service Agreement with Jerry Dale to serve as the Part-time Chief Financial Officer for the HCRMA is recommended in the amount of $57,000 per year**.

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2013-22

RESOLUTION APPROVING A CONSULTING SERVICE AGREEMENT WITH JERRY DALE TO SERVE AS A PART-TIME CHIEF FINANCIAL OFFICER FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 24TH day of July, 2013 by the Board of Director of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, the Authority is required to report to the Texas Department of Transportation the annual operating and capital budget adopted pursuant to the Texas Administrative Code, Title 43, Part 1, Chapter 26, Subchapter G (Regional Mobility Authority Reports and Audits), as amended; and

WHEREAS, the Authority's fiscal year commences on January 1, 2013 and ends on December 31, 2013; and

WHEREAS, the Authority adopted the Fiscal Year 2013 Budget on December 18, 2012; and

WHEREAS, the adopted Fiscal Year 2013 Budget includes a part-time position for a Chief Financial Officer; and

WHEREAS, Jerry Dale has the necessary experience, expertise and time to serve as the part-time Chief Financial Officer for the Authority and will serve for a fee in the amount of $57,000.00 per year;

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

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

Section 2. The Board approves the Consulting Service Agreement with Jerry Dale, hereto attached as Exhibit A.

Section 3. The Board of Directors waive any policy to procure a part-time Chief Financial Officer.

Section 4. The Board of Directors authorize the Executive Director to execute a Consulting Service Agreement with Jerry Dale to serve as a Part-time Chief Financial Officer for the Authority in the amount of $57,000 per year.

*****

Passed and Approved as to be effective immediately this 24th day of July 2013, at a regular meeting of the Board of Directors of the Hidalgo County Regional Mobility Authority at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.

_____

Dennis Burleson, Chairman

Attest:

_____

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

CONSULTING SERVICE AGREEMENT WITH JERRY DALE TO SERVE AS A PART-TIME CHIEF FINANCIAL OFFICER FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

CONSULTING SERVICE AGREEMENT

WHEREAS, the Hidalgo County Regional Mobility Authority (Authority) requires the Services of a Part-time Chief Financial Officer to provide oversight and management of financial matters for the Authority; and

WHEREAS, the Authority desires to retain the service of Jerry Dale (herein referred to as "Dale") as a consultant for the purposes of providing services for the Authority in the area of Government Financing, Accounting, Budgeting and Investments; and

WHEREAS, Dale represents that he has the experience and expertise to provide Authority with consulting services and that he will be available to provide the same on a mutually agreed to schedule; and

NOW, THEREFORE, in the mutual consideration of the following and foregoing, Dale and Authority agree as follows:

1. SERVICES BY DALE

For consideration of payment as provided for in paragraph 2 hereunder, the Dale hereby agrees to provide the following services on behalf of the Hidalgo County Regional Mobility Authority:

Dale shall provide consulting and technical work to the Executive Director of the Hidalgo County Regional Mobility Authority. Such consulting and technical work includes review, development and implementation of governmental financing, accounting, budgeting and investment policies, procedures or practices related to the day to day operation and capital improvement plan for the Authority. Dale shall devote the necessary time and effort required to carry out the consulting services in a professional manner and with a professional result taking into consideration the standard of care and qualifications relating to governmental financing, accounting, budgeting and investments. Dale shall provide the Authority with a minimum of five hundred (500) hours of consulting service during the consulting period.

The Authority shall provide suitable clerical support for Dale to provide the consulting services to the Authority at no charge to Dale. The Authority will provide at no charge to Dale, the necessary computer

hardware, software, related appurtenances and office supplies necessary to provide the consulting services. Additionally, the Authority will reimburse Dale for actual cost for travel, professional development, continuous education and publications that are necessary for Dale to provide the consulting services to the Authority. Dale shall not utilize the clerical support and office equipment/supplies for any other purpose but to provide services to the Authority.

2. PAYMENT BY THE AUTHORITY

In consideration of the provision of such services, City agrees to compensate Dale in the amount of $57,000 annually in twelve (12) equal installments. Should Authority determine that, because of the federal law relating to withholding requirements that withholding for FICA, Medicare and federal income tax is necessary, the Authority has the right to withhold the required amounts and remit such funds to the federal government. Dale will not be eligible for any Authority benefits. Dale may schedule three (3) breaks in consulting services of not to exceed ten (10) business days each. Such schedule shall be approved by the Executive Director of the Authority. Dale will also provide a monthly time sheet noting efforts on behalf of the Authority.

3. TERM

The term of this agreement shall commence on July 25, 2013, and shall terminate on July 31, 2015. The Authority shall retain the right to exercise three (3) one (1) year consulting service extensions after the initial agreement period, with concurrence by Dale.

4. ENTIRE AGREEMENT

The agreement contains the entire agreement between the parties with respect to the transaction contemplated herein and superseded all previous agreements. This agreement may only be amended, altered, or revoked by written instrument signed by Dale and the Authority.

5. APPLICABLE LAW

This agreement is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Hidalgo County, Texas.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By:_____
Pilar Rodriguez, Executive Director Date

JERRY DALE

By:_____
Jerry Dale, Consultant Date

APPROVED AS TO FORM

_____
Blakley Fernandez, Authority Attorney

Personal Resume

Jerry W. Dale
Certified Public Accountant
Certified Government Finance Officer
6510 North 28th Lane
McAllen, Texas 78504

Objective: utilization of my education and experience to enhance the financial management of a well-organized and positioned municipality.

EXPERIENCE

For the last twenty-one (21) years, I have been employed in the capacities of finance director/administrative business manager for local government. The previous twenty years were spent in the private sector, beginning with one of the original "Big 8" international CPA firms, PMM&Co. and included two Fortune 500 Companies, as well as CFO positions with small-to-medium sized companies.

Municipal Government Experience

Employment History

4/1997-Current City of McAllen Reporting to: City Manager, Mike R. Perez
Finance Director/Investment Officer
Salary (Beginning and Ending) $72,000 - $131,000

5/1992 – 4/1997 City of Harlingen/Harlingen Waterworks System
5/1992 –1/1995 City of Harlingen Reporting to: City Manager, Mike R. Perez
1/1995 –4/1997 Harlingen Waterworks System Reporting to: General Manager, Cloice Whitley
Finance Director/Administrative Business Manager/Investment Officer
Salary (Beginning and Ending) $41,700 - $52,500

Perceived Strengths

Financiial Management
Strategic Planning
Accounting, Auditing and Financial Reporting – Comprehensive Annual Financial Report (CAFR) is prepared in-house; familiar with Governmental GAAP, including GASB Pronouncements. CAFRs may be viewed on City of McAllen website, www.mcallen.net.
Budgeting, including Performance Measurement and Five-Year Plans. Official Budget Documents may be viewed on City of McAllen website, www.mcallen.net.
Property Tax, knowledgeable of Property Tax Code
Investment Management, knowledgeable of the Public Funds Investment Act, bank depository and development of Investment Policy
Cash Management

Debt Management, including developing and executing bond rating presentations and effective in assisting in credit upgrades
Retirement Benefits, knowledgeable of the TMRS Plans
Communication – effective both written and oral (presentation of City Finances to the City Commission on December 8, 2008 video can be viewed on City of McAllen's website, www.mcallen.net.
Relationship Building and Maintenance
Relations with Elected Officials, City Manager, Peers and Staff
Integrity, Trustworthy and Loyal

Service to Municipal Government Finance Profession

Government Finance Officers Officer Association

Past President – 2004-05 President-Elect – 2003-04 Board Member – 2001-03
Regional Director – 1997-2003 GFOA Representative – 2005-07

Texas Municipal League – Member - Legislative Policy Committee on Municipal Revenue and Taxation
Texas Municipal Retirement System – Task Force Committee – 2006
Legislative Budget Board – 2007 and 2009
Texas City Managers Association – Presenter @ Regional and State Level – GASB 34
Presented Testimony to State Legislative Committees

Professional Affiliations

Government Finance Officers Association of US and Canada
Government Finance Officers Assn of TX
American Institute of Certified Public Accountants
Texas Society of Certified Public Accountants (TSCPA)
Rio Grande Valley Chapter - TSCPA

Private Sector Experience

Employment History

1990-92 H&H Foods Mercedes, Texas — Reporting directly to: Chief Executive Officer, Congressman Ruben E. Hinojosa
Vice-President-Finance
Salary (Beginning and Ending) $50,000 - $52,500

1987-1990 Consultant — Clients included Palmco, Inc. and related companies as well as H&H Foods

1984-1987 H&H Foods — Reporting directly to: Chief Executive Officer, Ruben E. Hinojosa
Controller
Salary (Beginning and Ending) $40,00 - $47,500

1982-1984 Varmicon Ind, Inc. Reporting directly to: Chief Executive Officer, J.R. Cocke
Harlingen, Texas
Vice-President Finance/Secretary-Treasurer
Salary (Beginning and Ending) $42,500 plus 1% of corporate profit ($20,000) plus many perqs, car, expenses, etc
(Note: Sold the company to Barrett Industries of San Antonio in 1984)

1979-1982 Gorges Meats, Inc. Reporting directly to: Chief Executive Officer, Matt F. Gorges
Harlingen, Texas
Director of Finance & Controller
Member of Board of Directors
Salary (Beginning and Ending) $23,000 - $35,000 plus many perqs, car, expenses, etc

1976-1979 National Steel Corp Reporting director to: Director of Internal Audit
Pittsburg, PA.
Senior Internal Auditor
Salary (Beginning and Ending) $18,000 - $23,500

1973-1976 Temple Ind, Inc. Reporting directly to: Director of Internal Audit
100% Owned Subsidiary of Time, Inc.
Diboll, Texas
Internal Auditor
Salary (Beginning and Ending) $12,000 - $13,500

1973-1973 Straus-Frank Company Reporting directly to: Subsidiary President
San Antonio, Texas
Internal Auditor
Salary (Beginning and Ending) $11,000 plus car and expenses

1972-1973 Peat, Marwick, Mitchell & Co., CPAs (now KPMG)
San Antonio, Texas
Audit and Tax Staff
Salary (Beginning and Ending) $9,000

EDUCATION

Education
May 1972 BBA – Accounting Stephen F. Austin State University
Nacogdoches, Texas
President of University Accounting Club

REFERENCES

Available Upon Request

Jerry W. Dale, CPA/CGFO
Resume – Listing of References
2013

From those reporting to me……

Ms. Angie Rodriguez, Deputy Budget Director	956.681.1078	arodriguez@mcallen.net
Ms. Susan Lozano, Deputy Finance Director	956.681.1081	slozano@mcallen.net
Ms. Sonia Martinez, Administrative Assistant	956.681.1060	smartinez@mcallen.net

From those I report to……

Mr. Mike R. Perez, City Manager	956.681.1007	mrperez@mcallen.net
Mr. Brent Branham, Deputy City Manager	956.681.1005	bbranham@mcallen.net

City of McAllen
1300 Houston P.O. Box 220
McAllen, Texas 78505-0220

Including Elected Official……..

Former Honorable Mayor Richard Cortez — 956.618-2300 — rcortez@bmctexas.com
Burton, McCumber & Cortez
205 Pecan Blvd.
McAllen, Texas 78501

And, related profession(als)/organizations…….

Mr. Santos Fraga, CPA – Partner-in-Charge — 210.828.6281 — santos.fraga@padgett-cpa.com
(Padgett, Stratemann & Co., City's Auditor) — 210.771.2555 - M
100 N. E. Loop 410 Suite 1100
San Antonio, Texas 78216

Mr. Bennett Sandlin, Executive Director — 512.231.7400 — Bennett@tml.org
Texas Municipal League (TML)
1821 Rutherford Lane Suite 400
Austin, Texas 78754

Ms. Anne Burger Entrekin, Managing Director — 210.308.2200 — Anne.BurgerEntrekin@firstsw.com
First Southwest Company, City's Financial Advisor
70 Northeast Loop 410
Suite 710
San Antonio, Texas 78216

Mr. Peter Tart, Attorney – Partner — 214.754.9200 — ptart@mphlegal.com
McCall, Parkhurst & Horton, LLP, City's Bond Counsel
717 North Harwood, 9th Floor
Dallas, Texas 75201-6587

Mr. Patrick Shinkle — 940.369.7950 — patrick.shinkle@unt.edu
Associate Director
University of North Texas -
Center for Public Management
1155 Union Circle #305129
Denton, Texas 76203-5017

Item 4A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**4A**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/17/13**
FINANCE COMMITTEE		**MEETING DATE**	**7/24/13**
TECHNICAL COMMITTEE			

1. Agenda Item: **UPDATE ON THE TEXAS 83RD LEGISLATIVE SESSION**

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

   Report from Program Manager on the 83rd Legislative Session

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

Item 4B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	**X**	**AGENDA ITEM**	**4B**
PLANNING COMMITTEE		**DATE SUBMITTED**	**7/17/13**
FINANCE COMMITTEE		**MEETING DATE**	**7/24/13**
TECHNICAL COMMITTEE			

1. Agenda Item: **SELECTION OF DATE FOR HCRMA BOARD OF DIRECTORS RETREAT AND DISCUSSION ITEMS FOR THE RETREAT AGENDA**

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

   Selection of a date for the HCRMA Board of Directors Retreat and discussion items for the retreat agenda.

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**: Consensus on a retreat date and agenda items.**

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

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

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

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