

# HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

**DATE:** TUESDAY, MARCH 5, 2019  
**TIME:** 5:30 PM  
**PLACE:** PHARR CITY HALL  
2<sup>nd</sup> FLOOR CITY COMMISSION CHAMBERS  
118 SOUTH CAGE, BLVD.  
PHARR, TEXAS 78577

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

---

### PLEDGE OF ALLEGIANCE

### INVOCATION

### CALL TO ORDER OF A WORKSHOP

1. Presentation by the City of Mission on the Madero Bridge Project.

### ADJOURNMENT OF WORKSHOP

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

#### 1. REPORTS

- A. Report on Program Manager Activity for 365 Tollway Project and IBTC Environmental Clearance Document – Eric Davila, HCRMA.

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

- A. Approval of Minutes for the Regular Meeting held January 22, 2019.
- B. Approval of Project & General Expense Report for the period from January 9, 2019 to February 8, 2019.
- C. Approval of Financial Reports for January 2019.
- D. Resolution 2019-12 – Approval of Award of Contract with single respondent, Escobedo & Cardenas, LLP, and Bracewell, LLP, to the Request for Proposals for legal services for the Hidalgo County Regional Mobility Authority.
- E. Resolution 2019-13 – Approval of Award of Contract with single respondent, PlainsCapital Bank, to the Request for Proposals for Banking Depository Services for the Hidalgo County Regional Mobility Authority.
- F. Resolution 2019-14 – Approval of Deduct Change Order Number 3 to construction contract with Golden Key Construction for the Hidalgo County Regional Mobility Authority Office Remodel Project.

### **3. REGULAR AGENDA**

- A. Resolution 2019-01 – Approval of a Professional Service Agreement with HDR Engineering to provide General Engineering Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority.
- B. Resolution 2019-02 – Approval of Work Authorization 1 to the Professional Service Agreement with HDR for General Engineering Consultant Service for the 365 Tollway Projects.
- C. Resolution 2019-10 – Approval of Award of Contract for Appraisal Services to Leonel Garza & Associates, LLP, as the primary appraiser and Professional Appraisal Services, Inc., as the secondary appraiser for the 365 Tollway and International Bridge Trade Corridor Projects.
- D. Resolution 2019-11 – Approval of Award of Contract for Review Appraisal Services to HLH Appraisals Services for the 365 Tollway and International Bridge Trade Corridor Projects.

### **4. CHAIRMAN'S REPORT**

- A. The Hidalgo County Regional Mobility Authority awarded a Transparency Star in Debt Obligations from Texas Comptroller Glenn Hegar.

### **5. TABLED ITEMS**

- B. 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 Attorney on legal issues pertaining to the Texas Department of Transportation State Infrastructure Bank Loan for the 365 Tollway Project (Section 551.071 T.G.C.)
- B. Consultation with Attorney on legal issues pertaining to Professional Service Agreements for Engineering, Surveying and Environmental Services (Section 551.071 T.G.C.).
- C. Consultation with Attorney on legal issues pertaining to the voluntary acquisition of real property for various parcels for the 365 Tollway Project and International Bridge Trade Corridor Project (Sections 551.071 and 551.072 T.G.C.).
- D. Consultation with Attorney on legal issues pertaining to the acquisition, including the use of Eminent Domain, for property required to complete the project alignments of the 365 Tollway Project (Sections 551.071 and 551.072 T.G.C.).
- E. Consultation with Attorney on legal issues pertaining to the Environmental Clearance Document for the International Bridge Trade Corridor Project (Section 551.071 T.G.C.).
- F. Consultation with Attorney on legal issues pertaining to the issuance of one or more Series of Hidalgo County Regional Mobility Authority bonds and related agreements and provisions relating to the subject (Section 551.071 T.G.C.).
- G. Consultation with Attorney on legal issues pertaining to the Toll System Installation, Integration and Maintenance Contract for the 365 Tollway Project (Section 551.071 T.G.C.).
- H. Consultation with Attorney on legal issues pertaining to Change Order Numbers 1, 2 & 3 to the construction contract with Johnson Bros. Corporation for construction of the 365 Tollway Project from US 281/Military Highway to FM 396 (Anzalduas Highway) (Section 551.071 T.G.C.).

### **PUBLIC COMMENT**

### **ADJOURNMENT OF REGULAR MEETING**

### **CERTIFICATION**

I, the Undersigned Authority, do hereby certify that the attached agenda of the Hidalgo County Regional Mobility Authority Board of Directors is a true and correct copy and that I posted a true and correct copy of said notice on the Hidalgo County Regional Mobility Authority Web Page ([www.hcrma.net](http://www.hcrma.net)) and the bulletin board in the Hidalgo County Court House (100 North Closner, Edinburg, Texas 78539), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the **22<sup>nd</sup>** day of **February 2019** 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.

Maria E. Alaniz  
Administrative Assistant

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

This Page  
Intentionally  
Left Blank

# Workshop

## Item 1

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

<b>BOARD OF DIRECTORS</b>	<u>  X  </u>	<b>AGENDA ITEM</b>	<u>  1  </u>
<b>PLANNING COMMITTEE</b>	<u>          </u>	<b>DATE SUBMITTED</b>	<u>  02/19/19  </u>
<b>FINANCE COMMITTEE</b>	<u>          </u>	<b>MEETING DATE</b>	<u>  03/05/19  </u>
<b>TECHNICAL COMMITTEE</b>	<u>          </u>		

1. Agenda Item: **WORKSHOP ITEM 1 – PRESENTATION BY THE CITY OF MISSION ON THE MADERO BRIDGE PROJECT**
  
2. Nature of Request: (Brief Overview) Attachments:   X   Yes    No  
  Presentation by City of Mission on the Madero Bridge 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: **Presentation only.**
  
6. Planning Committee's Recommendation:    Approved    Disapproved   X   None
  
7. Finance Committee's Recommendation:    Approved    Disapproved   X   None
  
8. Board Attorney's Recommendation:    Approved    Disapproved   X   None
  
9. Chief Auditor's Recommendation:    Approved    Disapproved   X   None
  
10. Chief Financial Officer's Recommendation:    Approved    Disapproved   X   None
  
11. Chief Development Engineer's Recommendation:    Approved    Disapproved   X   None
  
12. Chief Construction Engineer's Recommendation:    Approved    Disapproved   X   None
  
13. Executive Director's Recommendation:    Approved    Disapproved   X   None

Item 1A





**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## BOARD OF DIRECTORS MEETING FOR FEB 2019

### HCRMA Board of Directors

**S. David Deanda, Jr., Chairman**  
**Forrest Runnels, Vice-Chairman**  
**Ricardo Perez, Secretary/Treasurer**  
**Francisco “Frank” Pardo, Director**  
**Paul S. Moxley, Director**  
**Alonzo Cantu, Director**  
**Ezequiel Reyna, Jr., Director**

### HCRMA Staff

**Pilar Rodriguez, PE, Executive Director**  
**Eric Davila, PE, PMP, CFM, Chief Development Eng.**  
**Ramon Navarro IV, PE, CFM, Chief Constr. Eng.**  
**Celia Gaona, CIA, Chief Auditor/Compliance Ofcr.**  
**Jose Castillo, Chief Financial Ofcr.**  
**Sergio Mandujano, Constr. Records Keeper**  
**Maria Alaniz, Admin. Assistant**  
**Flor E. Koll, Admin. Assistant III (Constr.)**

### General Engineering Consultant

**HDR ENGINEERING, INC.**

***Report on HCRMA Program Management Activity***  
***Chief Development Engineer – Eric Davila, PE, PMP, CFM***

## ▶ OVERVIEW

- ❑ 365 TOLL Project Overview
- ❑ IBTC Project Overview
- ❑ Overweight Permit Summary
- ❑ Construction Economics Update

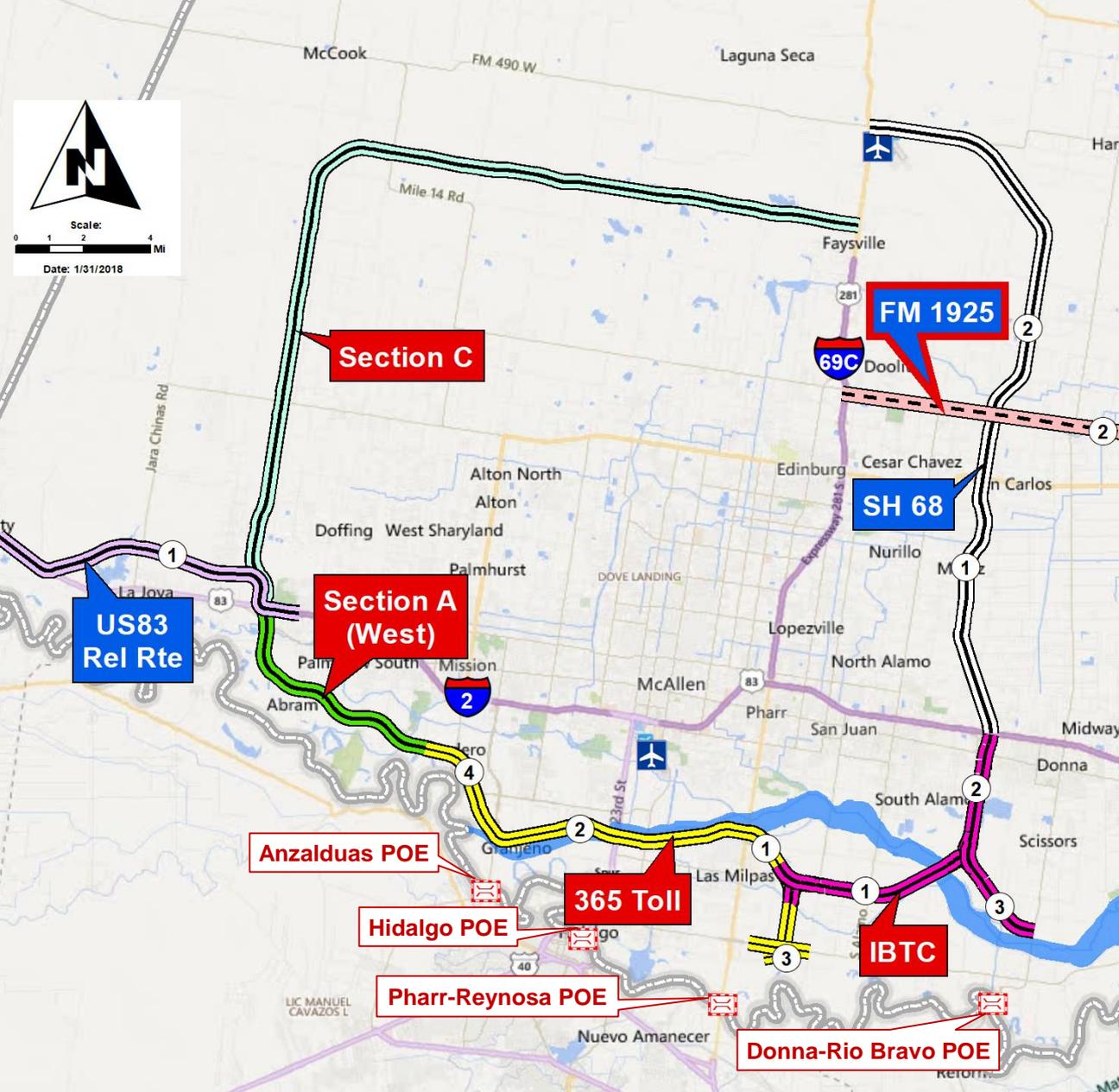
### MISSION STATEMENT:

“To provide our customers with a rapid and reliable alternative for the safe and efficient movement of people, goods and services”



# HCRMA STRATEGIC PLAN

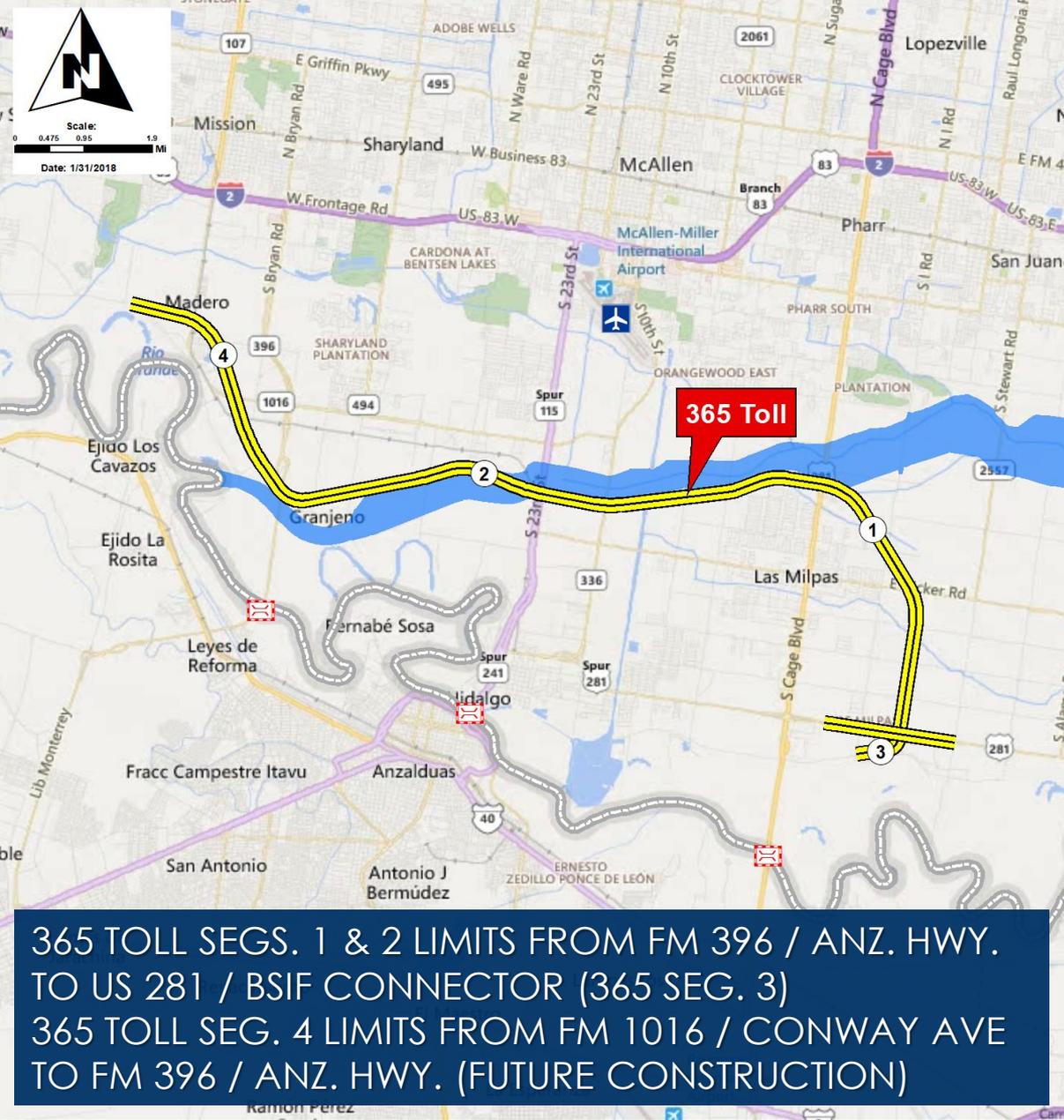
DEVELOP THE  
INFRASTRUCTURE TO  
SERVE A POPULATION  
OF APPROXIMATELY  
800,000 RESIDENTS  
AND  
5 INTERNATIONAL  
PORTS OF ENTRY



## ► SYSTEMWIDE TASKS

- ❑ Continued Management of HCRMA ProjectWise System
  - Used for our all electronic core DESIGN and CONSTR related filing and coordination.
  - Being used for 365 Toll Redesign / Coordination of the IBTC Project; in addition to serving as project archive for all Loop Projects.
- ❑ Finalized Microsoft Office 365 Migration
  - Transferred domain/webhosting to HCRMA hosted solution.
- ❑ Overweight permit white paper drafted
  - HCRMA worked with TxDOT PHR to delineate the maintenance burden by weight classification of truck, and has informed the permit users how the proposed fee increase will help sustain the network.





365 TOLL SEGS. 1 & 2 LIMITS FROM FM 396 / ANZ. HWY. TO US 281 / BSIF CONNECTOR (365 SEG. 3)  
 365 TOLL SEG. 4 LIMITS FROM FM 1016 / CONWAY AVE TO FM 396 / ANZ. HWY. (FUTURE CONSTRUCTION)



**MAJOR MILESTONES:**

NEPA CLEARANCE  
 07/03/2015

98% ROW AS OF  
 09/30/2018

**PH 1: 365 SEG. 3 –**  
 LET: 08/2015  
 STARTED: 02/2016

**PH 2: 365 TOLL**  
**SEGS. 1 & 2 –**  
 RE-LET: 08/2019  
 START: TBD



# 365 TOLL

## ► PROPOSED BID PLAN FOR 2019

- ❑ Base Bid from FM 396 / Anzalduas Hwy to US 281 / Cage Blvd for the 4-lane (2+2) configuration;
- ❑ Bid Alternate #1 from US 281 / Cage Blvd to US 281 / Mil Hwy for a 2-lane (1+1) connector road;
- ❑ Bid Alternate #2 from US 281 / Cage Blvd to US 281 / Mil Hwy for a 4-lane (2+2) configuration; and
- ❑ Utilizes TxDOT Specification Item 2L Instructions to Bidders to signal the use of additive alternates.

## ► SCHEDULE:

- ❑ **04/2019**, Submit 100% 365 Toll rebid project plans / specs / estimate / bid proposal
- ❑ **05/2019**, Obtain permission to let the project
- ❑ **06/2019 - 07/2019**, Advertise the 365 Toll (60 days) & Hold prebid last week in July
- ❑ **08/2019**, 2nd week Open Bids 4th week and conditionally award contract to responsive and responsible low bidder
- ❑ **10/2019**, TxDOT / FHWA concurrence with award of contract / HCRMA provides NTP to contractor
- ❑ **06/2023**, After 42-months, open to traffic



# 365 TOLL

## ▶ **ENV.:**

- ❑ Final USIBWC No Objection Letter acquired.

## ▶ **SURVEYS:**

- ❑ SUE complete, “gap” parcels ongoing for public Row that needs to eventually get incorporated into HCRMA ROW Map.

## ▶ **ROW ACQUISITION:**

- ❑ 22 parcels remaining (20 final resolution with irrigation districts), representing 5% of the remaining area.

## ▶ **UTILITY RELO.:**

- ❑ Ongoing

## ▶ **DRAINAGE OUTFALLS:**

- ❑ HCDD1 has finalized schematics on Outfalls 1 - 8 as well as PS&E for Outfalls 1\*, 2, 3, 4. PS&E for Outfalls 1 Extension, 3a (Ware Rd Addition), and Outfalls 5 - 8 are pending release by HCRMA.

## ▶ **DESIGN (PS&E):**

- ❑ Notice of a re-scope and rebid submitted to TxDOT 01/07/2019.

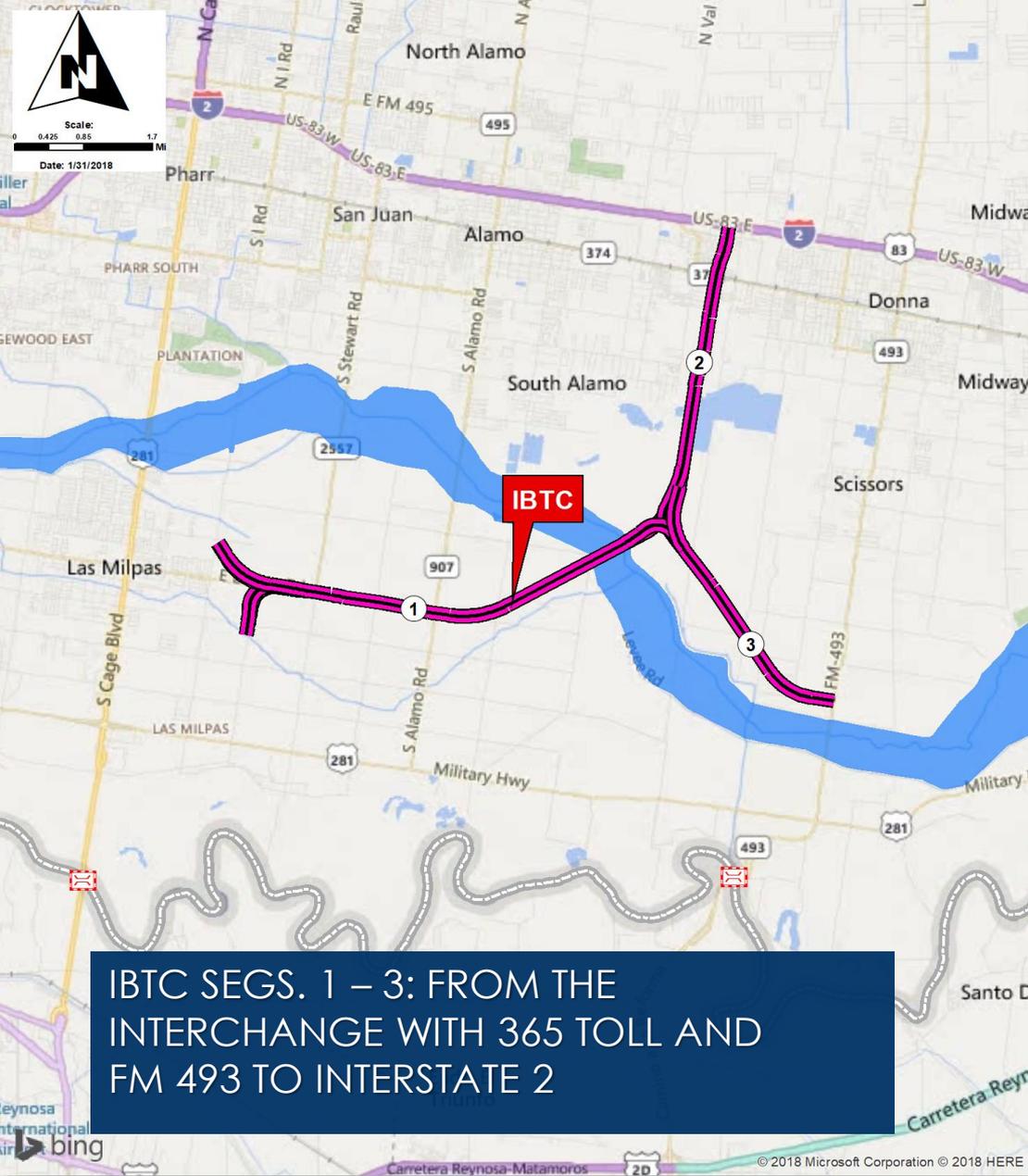
## ▶ **POST-NEPA ACTIVITY:**

- ❑ USIBWC Coordination during Construction
- ❑ USACE 404 Site Grading Improvements

## ▶ **GEC ACTIVITY (HDR ENGINEERING, INC.):**

- ❑ Conducted due diligence on construction costs and operational modeling.
- ❑ GEC Report completed, but will require update for the rescope.





IBTC SEGS. 1 – 3: FROM THE INTERCHANGE WITH 365 TOLL AND FM 493 TO INTERSTATE 2



**MAJOR MILESTONES:**

OBTAINED EA ENV CLASSIF.: 11/2017

EST. NEPA CLEARANCE: 03/2020

EST. LETTING: 01/2021

EST. OPEN: 06/2024

# ▶ IBTC SCHEDULE

## International Bridge Trade Corridor (IBTC) (CSJ: 0921-02-142)

(From the Interchange with 365 Toll and FM 493 to Interstate 2)

Project Milestones	2019												2020												2021											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Environmental (Ongoing)	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Surveys (65%)	█	█	█	█	█	█	█	█	█	█	█	█																								
ROW Title Research / Appraisals			█	█	█	█	█	█	█	█	█	█																								
ROW Acquisition (5% Adv. Acq.)													█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Plans, Specs., & Estimates (50%)			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█												
Utility Coordination (SUE 100%)							█	█	█	█	█	█																								
Utility Relocation													█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Constr. Contract Letting Phase																									█	█	█	█	█	█	█	█	█	█	█	█
Constr. Award / Commence																												◆		█	█	█	█	█	█	█

CONSTRUCTION FROM 06/2021 TO 06/2024



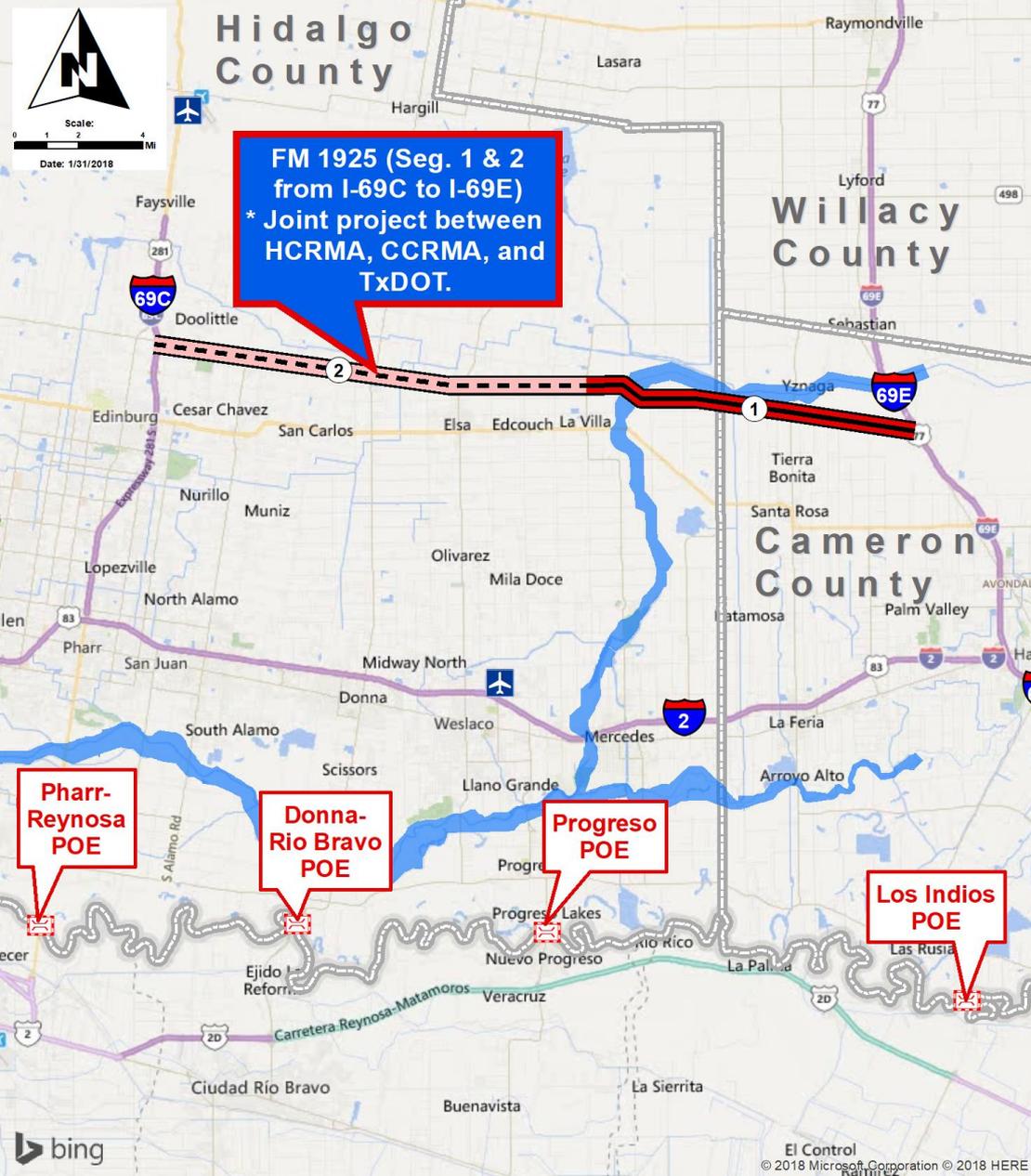
## ▶ ADVANCE PLANNING

- ❑ Env.: Classification Letter and Scoping Toolkit Submitted Aug 2017
- ❑ Held IBTC Environmental Kick off with TxDOT PHR / ENV April 6, 2018.
- ❑ VRF UTP Matching Funds request processed at the HCMPO—pending adoption by TxDOT at State Level.
- ❑ Major 2nd Draft Reports submitted include: Project Description, Noise analysis, Hazmat ISA, Historic Resources,
- ❑ All env. fieldwork complete: waters of the US and Archeological trenching—Internal ROE efforts were instrumental to accelerating this work.
- ❑ Meeting held with EPA/TCEQ/TxDOT to discuss Donna Reservoir site for the Hazmat portion of the NEPA Document Oct 2018.
- ❑ Held meeting with potentially affected landowners in the Val Verde Community on January 10, 2018 with ~80 participants.
- ❑ Scheduling a Public Meeting in the Donna area March 2019.

## ▶ OTHER:

- ❑ Surveys (65% complete)
- ❑ ROW Acquisition (5% complete)
- ❑ Utility Relo. (SUE 100%, coordination initiated, Overall 20%)
- ❑ Design (PS&E, 50% complete): On Hold





# FM 1925

**(COLLABORATION W/ TXDOT, CCRMA, AND HCRMA)**

## DESCRIPTION:

- ▶ PROJECT LENGTH ~27 MILES
- ▶ FROM I-69C IN HIDALGO COUNTY TO I-69-E IN CAMERON COUNTY
- ▶ KEY PARALLEL CORRIDOR TO I-2 WITH IMPORTANCE TO MOBILITY PROJECTS BY TXDOT, CCRMA AND HCRMA
- ▶ TXDOT COMMITTED SUPPLEMENTAL DEVELOPMENT AUTHORITY FUNDS FOR THE ENTIRE 27 MILE CORRIDOR AS AN EXPRESSWAY FACILITY.
- ▶ TXDOT HAS COMMITTED TO FUNDING THE DEVELOPMENT OF THE SCHEMATIC DESIGN AND ENVIRONMENTAL DOCUMENTS.

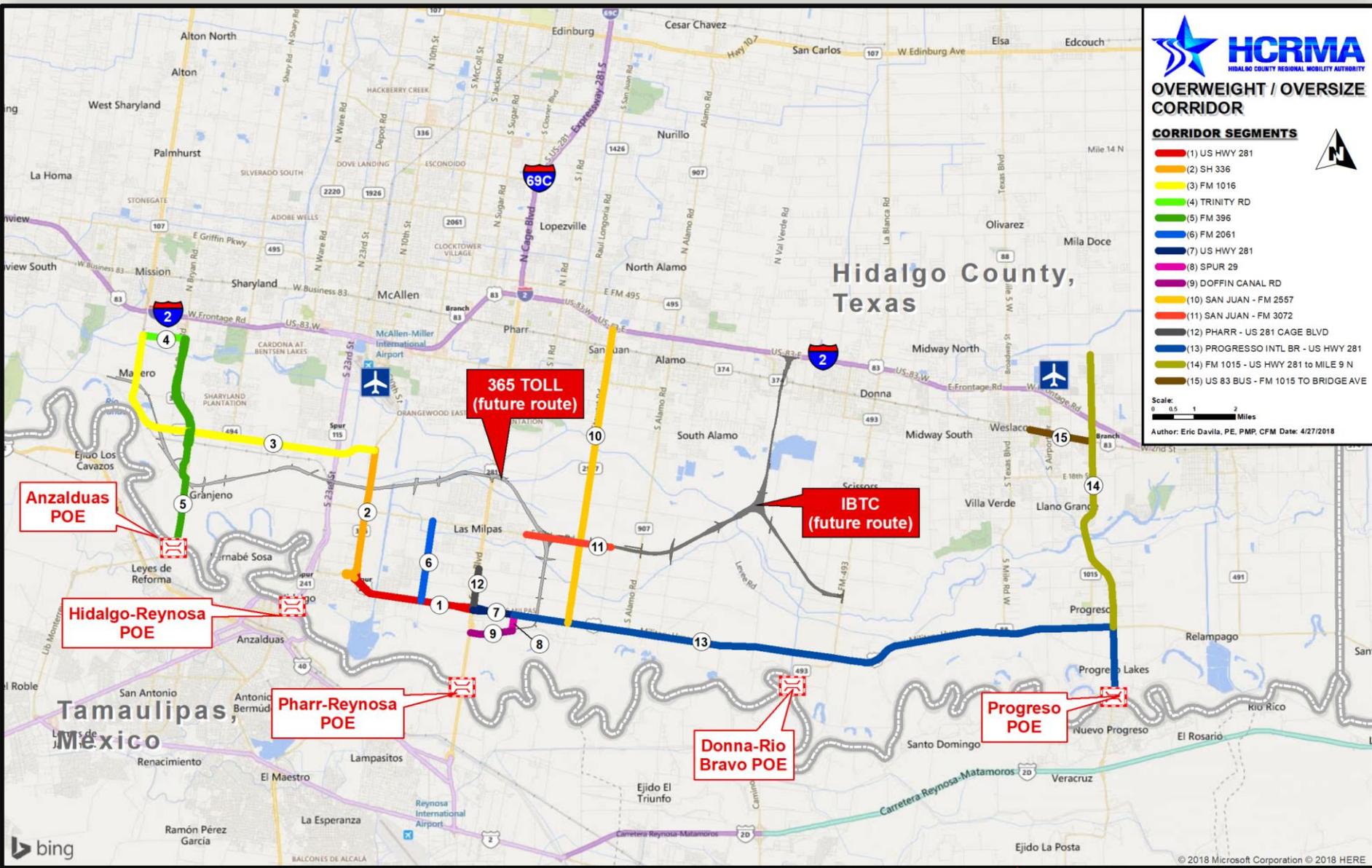
### OVERWEIGHT / OVERSIZE CORRIDOR

#### CORRIDOR SEGMENTS

- (1) US HWY 281
- (2) SH 336
- (3) FM 1016
- (4) TRINITY RD
- (5) FM 396
- (6) FM 2061
- (7) US HWY 281
- (8) SPUR 29
- (9) DOFFIN CANAL RD
- (10) SAN JUAN - FM 2557
- (11) SAN JUAN - FM 3072
- (12) PHARR - US 281 CAGE BLVD
- (13) PROGRESSO INTL BR - US HWY 281
- (14) FM 1015 - US HWY 281 TO MILE 9 N
- (15) US 83 BUS - FM 1015 TO BRIDGE AVE

Scale:  
 0 0.5 1 2  
 Miles

Author: Eric Davis, PE, PMP, CFM Date: 4/27/2018



▶ **2019 OVERWEIGHT PERMITS**  
**JAN 1, 2019 – FEB 1, 2019**

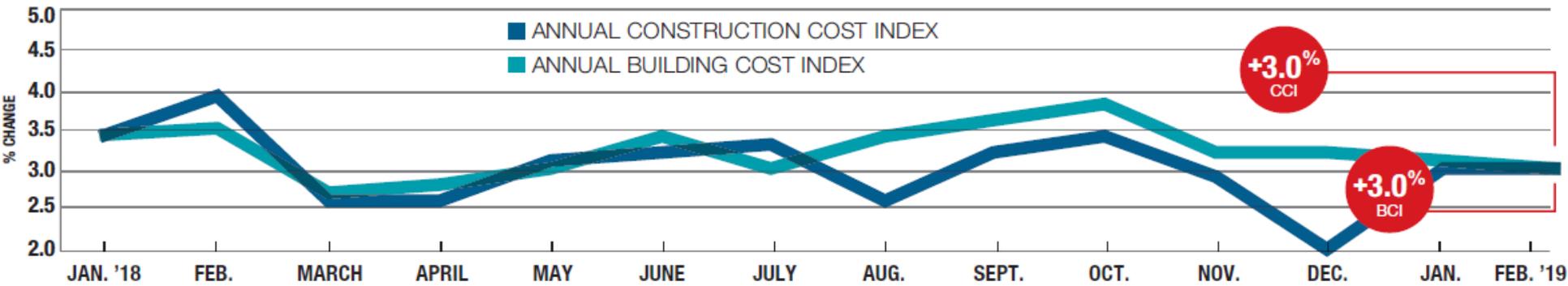
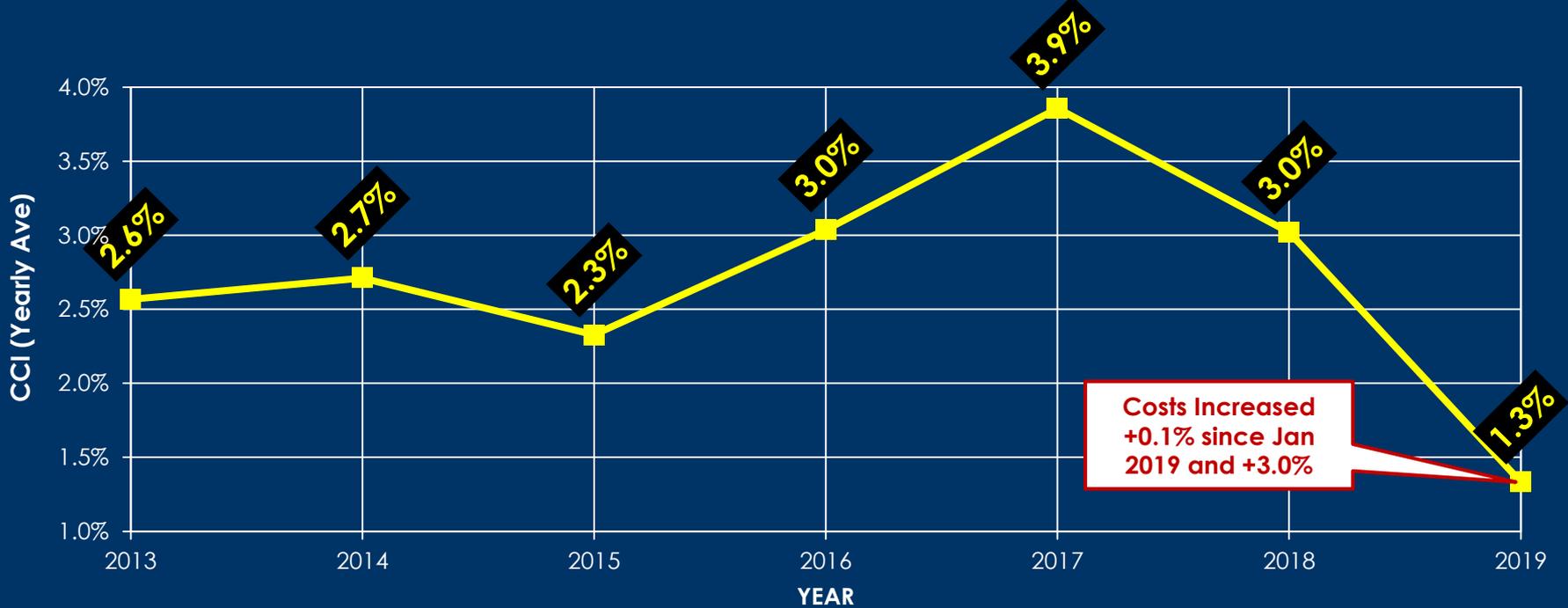
**OW**

<b>Total Permits Issued:</b>	<b>2,666</b>
<b>Total Amount Collected:</b>	<b>\$ 547,258</b>
■ <b>Convenience Fees:</b>	<b>\$ 14,058</b>
■ <b>Total Permit Fees:</b>	<b>\$ 533,200</b>
– Pro Miles:	\$ 7,998
– TxDOT:	\$ 453,220
– HCRMA:	\$ 71,982



# ▶ CONSTR. ECONOMICS FEB 2019

## Construction Cost Index (2013-2019)



## ▶ CONSTR. ECONOMICS FEB 2019

- The 20-city average price for liquid asphalt has changed as follows:
  - Monthly price decreased 1.7% in Feb 2019
  - Yearly price increased 13.2% since Feb 2018



20-CITY AVERAGE				
ITEM	UNIT	\$PRICE	%MONTH	%YEAR
<b>ASPHALT PAVING</b>				
PG 58	TON	431.43	-1.7	<b>+13.2</b>
Cutback, MC800	TON	390.62	-0.1	+0.9
Emulsion, RAPID SET	TON	360.25	0.0	+0.3
Emulsion, SLOW SET	TON	370.62	-0.1	+1.0
<b>PORTLAND CEMENT</b>				
Type one	TON	119.85	+2.6	<b>+5.5</b>
<b>MASONRY CEMENT</b>				
70-lb bag	TON	9.99	+0.2	+6.2
<b>CRUSHED STONE</b>				
Base course	TON	10.27	-0.1	+0.5
Concrete course	TON	10.86	+0.1	-1.2
Asphalt course	TON	11.23	-0.1	+0.1
<b>SAND</b>				
Concrete	TON	9.24	-0.2	+0.8
Masonry	TON	11.20	+0.2	+0.2
<b>READY-MIX CONCRETE</b>				
3,000 psi	CY	115.28	0.0	<b>+1.0</b>
4,000 psi	CY	134.52	-1.2	+0.8
5,000 psi	CY	174.81	+2.3	+17.2
<b>CONCRETE BLOCK</b>				
Normal weight: 8" x 8" x 16"	C	144.21	0.0	<b>+5.7</b>
Lightweight: 8" x 8" x 16"	C	169.77	0.0	+2.2
12" x 8" x 16"	C	179.59	0.0	+0.7

This Page  
Intentionally  
Left Blank

Item 2A

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

<b>BOARD OF DIRECTORS</b>	<u>  X  </u>	<b>AGENDA ITEM</b>	<u>  2A  </u>
<b>PLANNING COMMITTEE</b>	<u>          </u>	<b>DATE SUBMITTED</b>	<u>  02/14/19  </u>
<b>FINANCE COMMITTEE</b>	<u>          </u>	<b>MEETING DATE</b>	<u>  03/05/19  </u>
<b>TECHNICAL COMMITTEE</b>	<u>          </u>		

1. Agenda Item: **APPROVAL OF MINUTES FOR REGULAR MEETING HELD JANUARY 22, 2019.**
  
2. Nature of Request: (Brief Overview) Attachments:   X   Yes    No  
  
Consideration and Approval of Minutes for the Hidalgo County Regional Mobility Authority Board of Directors Regular Meeting held January 22, 2019.
  
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 January 22, 2019, as presented.**
  
6. Planning Committee's Recommendation:    Approved    Disapproved   X   None
  
7. Finance Committee's Recommendation:    Approved    Disapproved   X   None
  
8. Board Attorney's Recommendation:   X   Approved    Disapproved    None
  
9. Chief Auditor's Recommendation:    Approved    Disapproved   X   None
  
10. Chief Financial Officer's Recommendation:    Approved    Disapproved   X   None
  
11. Chief Development Engineer's Recommendation:    Approved    Disapproved   X   None
  
12. Chief Construction Engineer's Recommendation:    Approved    Disapproved   X   None
  
13. Executive Director's Recommendation:   X   Approved    Disapproved    None

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

The Hidalgo County Regional Mobility Authority Board of Directors convened for a Workshop and Regular Meeting on **Tuesday, January 22, 2019**, at 5:30 pm at the Pharr City Hall, 2<sup>nd</sup> Floor City Commission Chambers, 118 S. Cage Blvd, Pharr, Texas, with the following present:

Board Members: S. David Deanda, Jr., Chairman  
Forrest Runnels, Vice-Chairman  
Ricardo Perez, Secretary/Treasurer  
Paul S. Moxley Director  
Ezequiel Reyna, Jr., Director

Absent: Alonzo Cantu, Director  
David Guerra, Director

Staff: Pilar Rodriguez, Executive Director  
Ramon Navarro, IV, Chief Construction Engineer  
Eric Davila, Chief Development Engineer  
Jose Castillo, Chief Financial Officer  
Maria Alaniz, Administrative Assistant II  
Luis Cardenas, Legal Counsel, Escobedo & Cardenas, LLP

**PLEDGE OF ALLEGIANCE**

Chairman Deanda led the Pledge of Allegiance.

**INVOCATION**

Mr. Navarro led the Invocation.

**CALL TO ORDER FOR WORKSHOP**

Chairman Deanda called the Workshop to order at 5:30 pm.

1. Review of Quarterly Investment Report for the period ending December 31, 2018.  
*Mr. Pilar Rodriguez reviewed the Quarterly Investment Report for the period ending December 31, 2018.*
2. Review of the Investment Policy for the Hidalgo County Regional Mobility Authority.  
*Mr. Pilar Rodriguez reviewed the Investment Policy for the Hidalgo County Regional Mobility Authority.*

**ADJOURNMENT OF WORKSHOP**

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

Chairman Deanda called the Regular Meeting to order at 5:32 pm.

## 1. REPORTS

- A. Report on Program Manager Activity for 365 Tollway Project and IBTC Environmental Clearance Document – Eric Davila, HCRMA.  
*Mr. Eric Davila reported on Program Manager Activity for 365 Tollway Project and IBTC Environmental Clearance Document. No action taken*
- B. Report on Overweight/Oversized Vehicle Permits Issued in 2018 – Pilar Rodriguez, HCRMA.  
*Mr. Pilar Rodriguez reported on Overweight/Oversized Vehicle Permits Issued in 2018. No action taken*

## 2. CONSENT AGENDA.

***Motion by Ezequiel Reyna, with a second by Rick Perez, to approve the Consent Agenda. Motion carried unanimously.***

- A. Approval of Minutes for the Regular Meeting held December 11, 2018.  
*Approved the Minutes for the Regular Meeting held December 11, 2018.*
- B. Approval of Project & General Expense Report for the period from November 6, 2018 to December 4, 2018 and December 5, 2018 to January 8, 2019.  
*Approved the Project & General Expense Report for the period from November 6, 2018 to December 4, 2018 and December 5, 2018 to January 8, 2019.*
- C. Approval of Financial Reports for November 2018 and December 2018.  
*Approved the Financial Reports for November 2018 and December 2018.*
- D. Approval of the Quarterly Investment Report for the period ending December 31, 2018.  
*Approved the Quarterly Investment Report for the period ending December 31, 2018.*
- E. Resolution 2019- 03 – Annual approval of the Investment Policy for the Hidalgo County Regional Mobility Authority.  
*Approved Resolution 2019 – 03 – Annual approval of the Investment Policy for the Hidalgo County Regional Mobility Authority.*
- F. Resolution 2019-04 – Approval of Work Authorization 18 to the Professional Services Agreement with SAMES Inc. for additional parcels for the 365 Toll/ I-Road Interchange Redesign.  
*Approved Resolution 2019 – 04 – Approval of Work Authorization 18 to the Professional Services Agreement with SAMES Inc. for additional parcels for the 365 Toll/ I-Road Interchange Redesign in the amount of \$6,350.00.*
- G. Resolution 2019-05 – Approval of Contract Amendment 15 to the Professional Service Agreement with SAMES, Inc. to increase the maximum payable amount for Work Authorization Number 18.  
*Approved Resolution 2019 – 05 – Approval of Contract Amendment 15 to the Professional Service Agreement with SAMES, Inc. to increase the maximum payable amount by \$6,350.00 for Work Authorization Number 18 for a revised maximum payable amount of \$283,481.50.*
- H. Resolution 2019-06 – Approval of Work Authorization 3 to the Professional Services Agreement with Blanton & Associates, Inc. for NEPA re-evaluation checklist support for the 365 Toll/ I-Road Interchange redesign.  
*Approved Resolution 2019 – 06 – Approval of Work Authorization 3 to the Professional Services Agreement with Blanton & Associates, Inc. for NEPA re-evaluation checklist support for the 365 Toll/ I-Road Interchange redesign in the amount of \$8,660.00.*

- I. Resolution 2019-07 – Approval of Contract Amendment 2 to the Professional Service Agreement with Blanton & Associates, Inc. to increase the maximum payable amount for Work Authorization Number 3.  
*Approved Resolution 2019 – 07 – Approval of Contract Amendment 2 to the Professional Service Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by \$8,660 for Work Authorization Number 3 for a revised maximum payable amount of \$735,725.94.*
- J. Resolution 2019-08 – Approval of Work Authorization 6 to the Professional Services Agreement with C&M Associates, Inc. for sketch level traffic for Scenario J and Scenario K for 365 Toll re-scoping.  
*Approved Resolution 2019 – 08 – Approval of Work Authorization 6 to the Professional Services Agreement with C&M Associates, Inc. for sketch level traffic for Scenario J and Scenario K for 365 Toll re-scoping in the amount of \$17,250.00.*
- K. Resolution 2019-09 – Approval of Contract Amendment 7 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 6.  
*Approved Resolution 2019 – 08 – Approval of Contract Amendment 7 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount by \$17,250.00 for Work Authorization Number 6 for a revised maximum payable amount of \$184,886.55.*

### 3. REGULAR AGENDA

- A. None.

### 4. CHAIRMAN'S REPORT

- B. None.

### 5. TABLED ITEMS

- A. None.

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

***Motion by Forrest Runnels, with a second by Rick Perez, to enter into Executive Session to consult with the Board Attorney on legal issues pertaining to Items 6H under Section 551.071 of the Texas Government Code at 5:42 pm. Motion carried unanimously.***

***Motion by Paul Moxley, with a second by Forrest Runnels, to reconvene the regular board meeting at 6:09 pm. Motion carried unanimously.***

- A. Consultation with Attorney on legal issues pertaining to the Texas Department of Transportation State Infrastructure Bank Loan for the 365 Tollway Project (Section 551.071 T.G.C.).  
***No action taken.***
- B. Consultation with Attorney on legal issues pertaining to Professional Service Agreements for Engineering, Surveying and Environmental Services (Section 551.071 T.G.C.).  
***No action taken.***

- C. Consultation with Attorney on legal issues pertaining to the acquisition of real property for various parcels for the 365 Tollway Project and International Bridge Trade Corridor Project (Sections 551.071 and 551.072 T.G.C.).  
**No action taken.**
- D. Consultation with Attorney on legal issues pertaining to the acquisition, including the use of Eminent Domain, for property required to complete the project alignments of the 365 Tollway Project (Sections 551.071 and 551.072 T.G.C.).  
**No action taken.**
- E. Consultation with Attorney on legal issues pertaining to the Environmental Clearance Document for the International Bridge Trade Corridor Project (Section 551.071 T.G.C.).  
**No action taken.**
- F. Consultation with Attorney on legal issues pertaining to the issuance of one or more Series of Hidalgo County Regional Mobility Authority bonds and related agreements and provisions relating to the subject (Section 551.071 T.G.C.).  
**No action taken.**
- G. Consultation with Attorney on legal issues pertaining to the Toll System Installation, Integration and Maintenance Contract for the 365 Tollway Project (Section 551.071 T.G.C.).  
**No action taken.**
- H. Consultation with Attorney on legal issues pertaining to the construction contract with Johnson Bros. Corporation for construction of the 365 Tollway Project from US 281/Military Highway to FM 396 (Anzalduas Highway) (Section 551.071 T.G.C.).  
**No action taken.**

**PUBLIC COMMENT**

*No Comments.*

**ADJOURNMENT**

*There being no other business to come before the Board of Directors, motion by Forrest Runnels, with a second by Rick Perez, to adjourn the meeting at 6:10 pm.*

---

*S. David Deanda, Jr, Chairman*

*Attest:*

---

*Ricardo Perez, Secretary/Treasurer*

Item 2B

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

<b>BOARD OF DIRECTORS</b>	<u>  X  </u>	<b>AGENDA ITEM</b>	<u>  2B  </u>
<b>PLANNING COMMITTEE</b>	<u>          </u>	<b>DATE SUBMITTED</b>	<u>  02/19/19  </u>
<b>FINANCE COMMITTEE</b>	<u>          </u>	<b>MEETING DATE</b>	<u>  03/05/19  </u>
<b>TECHNICAL COMMITTEE</b>	<u>          </u>		

1. Agenda Item: **APPROVAL OF PROJECT AND GENERAL EXPENSE REPORT FROM JANUARY 9, 2019 THROUGH FEBRUARY 8, 2019**

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

Consideration and approval of project and general expense report for the period from January 9, 2019 through February 8, 2019

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

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

General Account	\$ 143,551.40 <sup>1</sup>
Disbursement Account	\$ 81,498.96
R.O.W Services	\$ 20,824.85
<b>Total Project Expenses for Reporting Period</b>	<b>\$ 245,875.21</b>
Fund Balance after Expenses	\$ 2,030,747.80

5. Staff Recommendation: **Motion to approve the project and general expense report for the January 9, 2019 to February 8, 2019 as presented.**

6. Planning Committee's Recommendation:  Approved  Disapproved  None

7. Finance Committee's Recommendation:  Approved  Disapproved  None

8. Board Attorney's Recommendation:  Approved  Disapproved  None

9. Chief Auditor's Recommendation:  Approved  Disapproved  None

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

11. Chief Development Engineer's Recommendation:  Approved  Disapproved  None

12. Chief Construction Engineer's Recommendation:  Approved  Disapproved  None

13. Executive Director's Recommendation:  Approved  Disapproved  None

<sup>1</sup> Previous balance of \$112,676.44. Added City of McAllen and Golden Key Construction invoices for \$21.04 and \$30,853.92, respectively. Revised amount is \$143,551.40



# Memorandum

To: S. David Deanda Jr., Chairman  
From: Pilar Rodriguez, PE, Executive Director  
Date: February 21, 2019  
Re: **REVISED - Expense Report for the Period from January 9, 2019 to February 8, 2019**

---

Attached is the expense report for the period commencing on January 9, 2019 and ending on February 8, 2019.

Expenses for the General Account total \$143,551.40, the Disbursement Account total \$81,498.96, and ROW Services total \$20,824.85. The aggregate expense for the reporting period is \$245,875.21.

Based on review by this office, **approval of expenses for the reporting period is recommended in the aggregate amount of \$245,875.21.**

This leaves a fund balance (all funds) after expenses of \$2,030,747.80.

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



**Plains Capital 41**

	Make Check Payable to	Date Work Performed	Amount
Wages & Benefits	City of Pharr	January 2019	\$ 68,795.23
	Office Depot	January 2019	\$ 241.13
	A-Fast Delivery, LLC	January 2019	\$ 101.50
Telephone	Copy Zone	January 2019	\$ 622.51
	Verizon Wireless	January 2019	\$ 152.02
	Spectrum	February 2019	\$ 201.65
	Pathfinder Public Affairs	January 2019	\$ 10,000.00
	Bracewell, LLP	January 2019	\$ 525.00
	Law Office of Richard A. Cantu, P.C.	January 2019	\$ 120.00
	FirstSouthwest Asset Management, LLC	10/31/2017-12/10/2018	\$ 1,130.00
Accounting Fees	City of Pharr	January 2019	\$ 205.00
Rent	City of Pharr	February 2019	\$ 4,480.00
	City of Pharr	January 2019	\$ 3,203.14
	City of Pharr	2/01/19-2/28/19	\$ 1,075.00
	Dahill	02/08/19-03/07/19	\$ 683.21
	Dahill	02/14/19-03/13/19	\$ 224.46
	Professional Services	Pena Designs	January 2019
	Burton McCumber & Longoria, LLP	1/15/2019-2/14/2019	\$ 4,000.00
	Advance Publishing Co.	01/30/19 & 02/06/19	\$ 263.25
	Credit Card Services	01/4/19-02/03/19	\$ 2,569.67
	Credit Card Services	01/4/19-02/03/19	\$ 8,378.22
	Credit Card Services	01/4/19-02/03/19	\$ 5,245.45
	City of McAllen Tax Office	2018	\$ 21.04
	Golden Key Construction	2/1/2019	\$ 30,853.92
Janitorial Services	ABC Janitorial & Floor Care, Inc.	January 2019	\$ 260.00
			<b>\$ 143,551.40</b>

**Wilmington Trust 45/Capital Projects**

Legal Fees	Bracewell, LLP	January 2019	\$ 2,905.00
Engineering Services	Blanton & Associates, Inc.	01/01/19-01/31/19	\$ 52,655.70
	Blanton & Associates, Inc.	12/14/18-12/31/18	\$ 2,896.77
	Blanton & Associates, Inc.	01/01/19-01/31/19	\$ 866.00
	C&M Associates, Inc.	01/25/19-01/31/19	\$ 17,250.00
	HDR Engineering, Inc.	11/25/18-12/29/18	\$ 521.22
	HDR Engineering, Inc.	11/25/18-12/29/18	\$ 443.96
	Brightview Landscape Svc DBA Greater Texas Landscape Services	February 2019	\$ 823.31
	Top Cut Lawn Care	February 2019	\$ 1,080.00
	Top Cut Lawn Care	February 2019	\$ 1,409.00
	Top Cut Lawn Care	February 2019	\$ 648.00

	Make Check Payable to	Date Work Performed	Amount
<b>R.O.W. Services</b>			
	Barron, Adler, Clough & Oddo, LLP	365 Tollway	\$ 20,624.85
			<b>\$ 20,624.85</b>
<b>SIB Construction Account 45</b>			
Legal Fees	Law Office of Richard A. Cantu	Jan-19	\$ 200.00
			<b>\$ 200.00</b>
Sub Total - General	\$	143,551.40	
Sub Total - Projects	\$	81,498.96	
Sub Total - SIB Acquisition 4	\$	200.00	
Sub Total - SIB R.O.W.	\$	20,624.85	
<b>Total</b>	<b>\$</b>	<b>245,875.21</b>	

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

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

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

**Date:** 3/05/2019

This Page  
Intentionally  
Left Blank

Item 2C

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

<b>BOARD OF DIRECTORS</b>	<u>  X  </u>	<b>AGENDA ITEM</b>	<u>  2C  </u>
<b>PLANNING COMMITTEE</b>	<u>          </u>	<b>DATE SUBMITTED</b>	<u>  02/14/19  </u>
<b>FINANCE COMMITTEE</b>	<u>          </u>	<b>MEETING DATE</b>	<u>  03/05/19  </u>
<b>TECHNICAL COMMITTEE</b>	<u>          </u>		

1. Agenda Item: **APPROVAL OF THE FINANCIAL REPORT FOR THE MONTHS OF JANUARY 2019.**
  
2. Nature of Request: (Brief Overview) Attachments:   X  Yes   No  
Consideration and approval of financial report for the months of January 2019.
  
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 January 2019, as presented.**
  
6. Planning Committee's Recommendation:   Approved   Disapproved   X  None
  
7. Finance Committee's Recommendation:   Approved   Disapproved   X  None
  
8. Board Attorney's Recommendation:   Approved   Disapproved   X  None
  
9. Chief Auditor's Recommendation:   Approved   Disapproved   X  None
  
10. Chief Financial Officer's Recommendation:   X  Approved   Disapproved   None
  
11. Chief Development Engineer's Recommendation:   Approved   Disapproved   X  None
  
12. Chief Construction Engineer's Recommendation:   Approved   Disapproved   X  None
  
13. Executive Director's Recommendation:   X  Approved   Disapproved   None

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY  
STATEMENT OF NET POSITION JANUARY 31, 2019**

**ASSETS**

**CURRENT ASSETS**

Cash	\$ 50,630
Investment-Cap. Projects nonrestricted	460,047
Pool Investments	1,446,619
Promiles-Prepaid/Escrow Overweight Permit Fees	19,750
Accounts Receivable - VR Fees	553,890
Prepaid expense	<u>7,552</u>

Total Current Assets 2,538,488

**RESTRICTED ASSETS**

Investment-debt service	680,408
Investment-debt service jr. lien	<u>4,297,710</u>

Total Restricted Assets 4,978,118

**CAPITAL ASSETS**

Land-enviornmental	441,105
Computer equip/software	8,607
Construction in progress	<u>126,912,576</u>

Total Capital Assets 127,362,288

**TOTAL ASSETS**

\$ 134,878,894

**LIABILITIES AND NET POSITION**

**CURRENT LIABILITIES**

Accounts payable-City of Pharr	\$ 71,998
Accounts payable-capital projects	965
Accrued interest payable	229,576
Unearned Revenue - Overweight Permit Escrow	19,750
Current Portion of Bond Premium	<u>76,452</u>

Total Current Liabilities 399,706

**RESTRICTED LIABILITIES**

Current accrued Interest - Bonds	229,576
Current Portion of Long-Term Debt	<u>1,220,000</u>

Total Restricted Liabilities 1,449,576

**LONG-TERM LIABILITIES**

2013 VRF Bonds Payable	54,740,000
Jr. Lien Bonds	21,435,132
Bond premium	1,834,837
Other Payables	5,377,193
Advance on Construction	<u>63,000</u>

Total Long-Term Liabilities 83,450,162

Total Liabilities 85,299,444

**NET POSITION**

Investment in Capital Assets, Net of Related Debt	42,615,674
Restricted for:	
Debt Service	4,748,542
Unrestricted	<u>2,215,234</u>

Total Net Position 49,579,450

**TOTAL LIABILITIES AND NET POSITION**

\$ 134,878,894

BALANCE SHEET

AS OF: JANUARY 31ST, 2019

41 -HCRMA-GENERAL

ACCOUNT# TITLE

ASSETS

=====

41-1-1100	GENERAL OPERATING	50,630.96
41-1-1102	POOL INVESTMENTS	1,446,618.96
41-1-1113	ACCOUNTS RECIEVABLES-VR FEES	553,890.00
41-1-1113-1	PROMILES-PREPAID/ESCROW OVERWE	19,750.00
41-1-1118	CONSTRUCTION IN PROGRESS	126,912,576.32
41-1-1119-1	LAND-ENVIRONMENTAL	441,105.00
41-1-1122	COMPUTER EQUIP/SOFTWARE	8,606.51
41-1-1601	PREPAID EXPENSE	<u>7,551.62</u>
		<u>129,440,729.37</u>

TOTAL ASSETS 129,440,729.37

=====

LIABILITIES

=====

41-2-1212-1	A/P CITY OF PHARR	71,998.37
41-2-1212-9	OTHER PAYABLES	5,377,193.33
41-2-1213-1	UNEARNED REV.-OVERWEIGHT	19,750.00
41-2-1213-9	CURRENT-UNAMORTIZED PREMIUM	76,451.51
41-2-1214-1	BONDS PAYABLE-CURRENT	1,220,000.00
41-2-1214-10	LONG TERM BONDS- JR LIEN	21,435,132.30
41-2-1214-2	BONDS PAYABLE-LONG TERM PORTIO	54,740,000.00
41-2-1214-3	UNAMORTIZED PREMIUM ON BOND	1,834,837.18
41-2-1214-9	ADVANCE ON CONSTRUCTION	<u>63,000.00</u>
	TOTAL LIABILITIES	<u>84,838,362.69</u>

EQUITY

=====

41-3-3400	FUND BALANCE	<u>45,478,734.96</u>
	TOTAL BEGINNING EQUITY	45,478,734.96

TOTAL REVENUE	630,180.65
TOTAL EXPENSES	<u>1,506,548.93</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES	( 876,368.28)

TOTAL EQUITY & REV. OVER/(UNDER) EXP. 44,602,366.68

TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP. 129,440,729.37

=====

C I T Y O F P H A R R  
 REVENUE REPORT FOR PERIOD ENDING:  
 JANUARY 31ST, 2019

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 08.33

ACCOUNT NO#	TITLE	CURRENT MONTH REVENUES	YEAR TO DATE REVENUES	AMOUNT BUDGETED	BUDGET BALANCE	PERCENT USED
HCRMA						
4-1504	VEHICLE REGISTRATION FEES	553,890.00	553,890.00	6,700,000.00	6,146,110.00	8.27
4-1505-5	PROMILES-OW/OS PERMIT FEES	72,333.00	72,333.00	1,200,000.00	1,127,667.00	6.03
4-1506	INTEREST REVENUE	<u>3,957.65</u>	<u>3,957.65</u>	<u>25,000.00</u>	<u>21,042.35</u>	<u>15.83</u>
	TOTAL HCRMA	630,180.65	630,180.65	7,925,000.00	7,294,819.35	7.95
46-	CHARGES FOR CURRENT SE	_____	_____	_____	_____	_____
48-	INTERFUND TRANSFERS	_____	_____	_____	_____	_____
**	TOTAL FUND REVENUES **	630,180.65	630,180.65	7,925,000.00	7,294,819.35	7.95

CITY OF PHARR  
 EXPENSE REPORT FOR PERIOD ENDING:  
 JANUARY 31ST, 2019

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 08.33

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
HCRMA ADMINISTRATION							
=====							
GENERAL							
-----							
10-							
11-PERSONNEL SERVICES							
52900-1100	SALARIES	27,510.24	27,510.24	0.00	551,100.00	523,589.76	4.99
52900-1104	OVERTIME	0.00	0.00	0.00	500.00	500.00	0.00
52900-1105	FICA	2,141.26	2,141.26	0.00	49,300.00	47,158.74	4.34
52900-1106	HEALTH INSURANCE	1,321.97	1,321.97	0.00	32,000.00	30,678.03	4.13
52900-1115	EMPLOYEES RETIREMENT	2,153.89	2,153.89	0.00	51,600.00	49,446.11	4.17
52900-1116	PHONE ALLOWANCE	300.00	300.00	0.00	6,300.00	6,000.00	4.76
52900-1117	CAR ALLOWANCE	1,200.00	1,200.00	0.00	30,000.00	28,800.00	4.00
52900-1122	EAP- ASSISTANCE PROGRAM	3.00	3.00	0.00	0.00	3.00	0.00
52900-1178	ADMIN FEE	600.00	600.00	0.00	9,750.00	9,150.00	6.15
52900-1179	CONTINGENCY	0.00	0.00	0.00	17,600.00	17,600.00	0.00
TOTAL 11-PERSONNEL SERVICES		35,230.36	35,230.36	0.00	748,150.00	712,919.64	4.71
12-							
52900-1200	OFFICE SUPPLIES	0.00	0.00	0.00	10,000.00	10,000.00	0.00
TOTAL 12-		0.00	0.00	0.00	10,000.00	10,000.00	0.00
16-							
52900-1603	BUILDING REMODEL	0.00	0.00	0.00	65,000.00	65,000.00	0.00
52900-1604	MAINTENANCE & REPAIR	0.00	0.00	0.00	5,000.00	5,000.00	0.00
52900-1605	JANITORIAL	0.00	0.00	0.00	1,000.00	1,000.00	0.00
52900-1606	UTILITIES	0.00	0.00	0.00	2,400.00	2,400.00	0.00
52900-1607	CONTRACTUAL ADM/IT SERVICES	0.00	0.00	0.00	13,000.00	13,000.00	0.00
52900-1610	DUES & SUBSCRIPTIONS	2,350.00	2,350.00	0.00	30,000.00	27,650.00	7.83
52900-1610-1	SUBSCRIPTIONS-SOFTWARE	0.00	0.00	0.00	3,500.00	3,500.00	0.00
52900-1611	POSTAGE/FEDEX/COURTIER	0.00	0.00	0.00	3,000.00	3,000.00	0.00
52900-1620	GENERAL LIABILITY	307.72	307.72	0.00	5,000.00	4,692.28	6.15
52900-1621	INSURANCE-E&O	0.00	0.00	0.00	1,500.00	1,500.00	0.00
52900-1622	INSURANCE-SURETY	0.00	0.00	0.00	800.00	800.00	0.00
52900-1623	INSURANCE-LETTER OF CREDIT	0.00	0.00	0.00	550.00	550.00	0.00
52900-1623-1	INSURANCE-OTHER	0.00	0.00	0.00	2,500.00	2,500.00	0.00
52900-1630	BUSINESS MEALS	0.00	0.00	0.00	1,000.00	1,000.00	0.00
52900-1640	ADVERTISING	0.00	0.00	0.00	4,000.00	4,000.00	0.00
52900-1650	TRAINING	0.00	0.00	0.00	8,000.00	8,000.00	0.00
52900-1660	TRAVEL	472.30	472.30	0.00	15,000.00	14,527.70	3.15

CITY OF PHARR  
 EXPENSE REPORT FOR PERIOD ENDING:  
 JANUARY 31ST, 2019

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 08.33

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
52900-1662	PRINTING & PUBLICATIONS	0.00	0.00	0.00	10,000.00	10,000.00	0.00
TOTAL 16-		3,130.02	3,130.02	0.00	171,250.00	168,119.98	1.83
17-							
52900-1703	BANK SERVICE CHARGES	5,750.00	5,750.00	0.00	0.00	( 5,750.00)	0.00
52900-1705	ACCOUNTING FEES	0.00	0.00	0.00	25,000.00	25,000.00	0.00
52900-1710	LEGAL FEES	0.00	0.00	0.00	50,000.00	50,000.00	0.00
52900-1710-1	LEGAL FEES-GOV.AFFAIRS	0.00	0.00	0.00	120,000.00	120,000.00	0.00
52900-1712	FINANCIAL CONSULTING FEES	0.00	0.00	0.00	2,000.00	2,000.00	0.00
52900-1712-1	INSURANCE CONSULTANT	0.00	0.00	0.00	7,000.00	7,000.00	0.00
52900-1715	RENT-OFFICE	4,480.00	4,480.00	0.00	54,000.00	49,520.00	8.30
52900-1715-1	RENT-OFFICE EQUIPMENT	683.21	683.21	0.00	8,500.00	7,816.79	8.04
52900-1715-2	RENT-OTHER	0.00	0.00	0.00	1,000.00	1,000.00	0.00
52900-1716	CONTRACTUAL WEBSITE SERVICES	0.00	0.00	0.00	2,400.00	2,400.00	0.00
52900-1731	MISCELLANEOUS	0.00	0.00	0.00	500.00	500.00	0.00
52900-1732	PENALTIES & INTEREST	21.04	21.04	0.00	500.00	478.96	4.21
TOTAL 17-		10,934.25	10,934.25	0.00	270,900.00	259,965.75	4.04
18-							
52900-1850	CAPITAL OUTLAY	0.00	0.00	0.00	5,000.00	5,000.00	0.00
52900-1899	NON-CAPITAL	0.00	0.00	0.00	6,400.00	6,400.00	0.00
TOTAL 18-		0.00	0.00	0.00	11,400.00	11,400.00	0.00
19-							
52900-1999-3	TRANSFER OUT TO DEBT	329,517.46	329,517.46	0.00	3,974,912.00	3,645,394.54	8.29
52900-1999-5	TRANS OUT DEB-JR LIEN	1,082,432.00	1,082,432.00	0.00	1,082,432.00	0.00	100.00
TOTAL 19-		1,411,949.46	1,411,949.46	0.00	5,057,344.00	3,645,394.54	27.92
88-CAPITAL EXPENDITURES							
TOTAL GENERAL		1,461,244.09	1,461,244.09	0.00	6,269,044.00	4,807,799.91	23.31
TOTAL HCRMA ADMINISTRATION		1,461,244.09	1,461,244.09	0.00	6,269,044.00	4,807,799.91	23.31

C I T Y O F P H A R R  
EXPENSE REPORT FOR PERIOD ENDING:  
JANUARY 31ST, 2019

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 08.33

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
HCRMA CONSTRUCTION MGMT =====							
GENERAL -----							
11-PERSONNEL SERVICES							
53000-1100	SALARIES	18,400.49	18,400.49	0.00	506,267.00	487,866.51	3.63
53000-1104	OVERTIME	0.00	0.00	0.00	25,000.00	25,000.00	0.00
53000-1105	FICA	1,400.06	1,400.06	0.00	42,800.00	41,399.94	3.27
53000-1106	HEALTH INSURANCE	1,175.73	1,175.73	0.00	27,000.00	25,824.27	4.35
53000-1115	EMPLOYEES RETIREMENT	1,542.34	1,542.34	0.00	44,900.00	43,357.66	3.44
53000-1116	PHONE ALLOWANCE	276.90	276.90	0.00	9,600.00	9,323.10	2.88
53000-1117	CAR ALLOWANCE	553.84	553.84	0.00	43,200.00	42,646.16	1.28
53000-1122	EAP- ASSISTANCE PROGRAM	3.00	3.00	0.00	0.00	( 3.00)	0.00
53000-1178	ADMN FEE	450.00	450.00	0.00	15,600.00	15,150.00	2.88
53000-1179	CONTINGENCY	0.00	0.00	0.00	16,700.00	16,700.00	0.00
TOTAL 11-PERSONNEL SERVICES		23,802.36	23,802.36	0.00	731,067.00	707,264.64	3.26
12-							
53000-1200	OFFICE SUPPLIES	0.00	0.00	0.00	5,000.00	5,000.00	0.00
53000-1201	SMALL TOOLS	0.00	0.00	0.00	10,000.00	10,000.00	0.00
TOTAL 12-		0.00	0.00	0.00	15,000.00	15,000.00	0.00
16-							
53000-1605	JANITORIAL	0.00	0.00	0.00	600.00	600.00	0.00
53000-1606-1	UTILITIES	0.00	0.00	0.00	600.00	600.00	0.00
53000-1608	UNIFORMS	0.00	0.00	0.00	6,000.00	6,000.00	0.00
53000-1610	DUES & SUBSCRIPTIONS	0.00	0.00	0.00	2,000.00	2,000.00	0.00
53000-1610-1	SUBSCRIPTIONS - SOFTWARE	6,000.00	6,000.00	0.00	27,000.00	21,000.00	22.22
53000-1640	ADVERTISING	0.00	0.00	0.00	2,500.00	2,500.00	0.00
53000-1650	TRAINING	0.00	0.00	0.00	5,000.00	5,000.00	0.00
53000-1660	TRAVEL	61.00	61.00	0.00	8,000.00	7,939.00	0.76
TOTAL 16-		6,061.00	6,061.00	0.00	51,700.00	45,639.00	11.72

CITY OF PHARR  
 EXPENSE REPORT FOR PERIOD ENDING:  
 JANUARY 31ST, 2019

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 08.33

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
17-							
53000-1715	RENT CONSTRUCTION OFFICE	1,800.00	1,800.00	0.00	2,800.00	1,000.00	64.29
53000-1715-1	RENTAL - OFFICE EQUIPMENT	224.46	224.46	0.00	3,200.00	2,975.54	7.01
53000-1715-2	RENT-OTHER	0.00	0.00	0.00	1,500.00	1,500.00	0.00
TOTAL 17-		2,024.46	2,024.46	0.00	7,500.00	5,475.54	26.99
18-							
53000-1850	CAPITAL OUTLAY	0.00	0.00	0.00	54,000.00	54,000.00	0.00
53000-1899	NON-CAPITALIZED	0.00	0.00	0.00	27,200.00	27,200.00	0.00
TOTAL 18-		0.00	0.00	0.00	81,200.00	81,200.00	0.00
TOTAL GENERAL		31,887.82	31,887.82	0.00	886,467.00	854,579.18	3.60
TOTAL HCRMA CONSTRUCTION MGMT		31,887.82	31,887.82	0.00	886,467.00	854,579.18	3.60
HCRMA PROGRAM MGMT							
=====							
GENERAL							
-----							
11-PERSONNEL SERVICES							
54000-1100	SALARIES	9,837.60	9,837.60	0.00	377,000.00	367,162.40	2.61
54000-1104	OVERTIME	0.00	0.00	0.00	500.00	500.00	0.00
54000-1105	FICA	761.86	761.86	0.00	30,300.00	29,538.14	2.51
54000-1106	HEALTH INSURANCE	728.26	728.26	0.00	20,500.00	19,771.74	3.55
54000-1115	EMPLOYEES RETIREMENT	840.79	840.79	0.00	32,000.00	31,159.21	2.63
54000-1116	PHONE ALLOWANCE	92.30	92.30	0.00	4,800.00	4,707.70	1.92
54000-1117	CAR ALLOWANCE	553.84	553.84	0.00	14,400.00	13,846.16	3.85
54000-1122	EAP- ASSISTANCE PROGRAM	1.00	1.00	0.00	0.00	1.00	0.00
54000-1178	ADMN FEE	150.00	150.00	0.00	7,800.00	7,650.00	1.92
54000-1179	CONTINGENCY	0.00	0.00	0.00	11,900.00	11,900.00	0.00
TOTAL 11-PERSONNEL SERVICES		12,965.65	12,965.65	0.00	499,200.00	486,234.35	2.60

C I T Y O F P H A R R  
EXPENSE REPORT FOR PERIOD ENDING:  
JANUARY 31ST, 2019

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 08.33

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
12-							
54000-1200	OFFICE SUPPLIES	0.00	0.00	0.00	2,000.00	2,000.00	0.00
TOTAL 12-		0.00	0.00	0.00	2,000.00	2,000.00	0.00
16-							
54000-1610	DUES & SUBSCRIPTIONS	0.00	0.00	0.00	2,500.00	2,500.00	0.00
54000-1610-1	SUBSCRIPTIONS-SOFTWARE	0.00	0.00	0.00	54,000.00	54,000.00	0.00
54000-1650	TRAINING	0.00	0.00	0.00	3,000.00	3,000.00	0.00
54000-1660	TRAVEL	451.37	451.37	0.00	5,000.00	4,548.63	9.03
TOTAL 16-		451.37	451.37	0.00	64,500.00	64,048.63	0.70
18-							
54000-1850	CAPITAL OUTLAY	0.00	0.00	0.00	45,000.00	45,000.00	0.00
54000-1899	NON-CAPITALIZED	0.00	0.00	0.00	19,600.00	19,600.00	0.00
TOTAL 18-		0.00	0.00	0.00	64,600.00	64,600.00	0.00
TOTAL GENERAL		13,417.02	13,417.02	0.00	630,300.00	616,882.98	2.13
TOTAL HCRMA PROGRAM MGMT		13,417.02	13,417.02	0.00	630,300.00	616,882.98	2.13
** TOTAL FUND EXPENSES **		1,506,548.93	1,506,548.93	0.00	7,785,811.00	6,279,262.07	19.35

PERIOD: 1/01/2019 - 1/31/2019

ACCOUNT: 41-1-1100 GENERAL OPERATING

RECONCILIATION SUMMARY

BEGINNING STATEMENT BALANCE:	103,799.03	GL ACCOUNT BALANCE:	50,630.96
DEPOSITS:	+ 149,366.12	OUTSTANDING DEPOSITS:	- 0.00
WITHDRAWALS:	+ 192,855.43CR	OUTSTANDING CHECKS:	- 9,678.76CR
ADJUSTMENTS:	+ 0.00	ADJUSTMENTS:	+ 0.00
ENDING STATEMENT BALANCE:	60,309.72	ADJUSTED GL ACCOUNT BALANCE:	60,309.72

*203/14/19*

STATEMENT BALANCE:	60,309.72
BANK DIFFERENCE:	0.00
GL DIFFERENCE:	0.00

CLEARED DEPOSITS:

1/31/2019 013119 TO RECORD PROMILES & INT	72,343.58
TOTAL CLEARED DEPOSITS:	72,343.58

CLEARED CHECKS:

12/27/2018 002253 A FAST DELIVERY	101.50CR
12/27/2018 002254 COPYZONE	1,803.85CR
12/27/2018 002255 DAHILL	907.67CR
12/27/2018 002256 OFFICE DEPOT	104.19CR
12/27/2018 002257 TML INTERGOVERNMENTAL RISK POO	5,751.62CR
1/23/2019 002558 A FAST DELIVERY	110.75CR
1/23/2019 002563 TML INTERGOVERNMENTAL RISK POO	307.72CR
TOTAL CLEARED CHECKS:	9,087.30CR

CLEARED OTHER:

1/31/2019 013119 TO RECORD ACH DEBIT	6,000.00CR
1/31/2019 013119 TO RECORD FUND 41 ENTRIES	77,022.54
1/31/2019 000462 CITY OF PHARR	86,224.70CR
1/31/2019 000463 BRACEWELL LLP ATTORNEYS AT LAW	1,286.29CR
1/31/2019 000464 PENA DESIGNS	200.00CR
1/31/2019 000465 PATHFINDER PUBLIC AFFAIRS	10,000.00CR
1/31/2019 000466 ABC JANITORIAL & FLOOR CARE, I	260.00CR
1/31/2019 000467 VERIZON WIRELESS	152.00CR
1/31/2019 000468 PLAINS CAPITAL-CREDIT CARD SER	2,012.93CR
1/31/2019 000469 PILAR RODRIGUEZ	472.30CR
1/31/2019 000470 RAMON NAVARRO	61.00CR
1/31/2019 000471 Eric Davila	451.37CR
1/31/2019 000472 PHARR BRIDGE BUSINESS PARK, LL	1,800.00CR
1/31/2019 000473 GOLDEN KEY CONSTRUCTION	74,847.54CR
TOTAL CLEARED OTHER:	106,745.59CR

PERIOD: 1/01/2019 - 1/31/2019

COUNT: 41-1-1100 GENERAL OPERATING

OUTSTANDING DEPOSITS:

No Items.

OUTSTANDING CHECKS:

1/23/2019	002559	COPYZONE	487.06CR
1/23/2019	002560	DAHILL	907.67CR
1/23/2019	002561	IBTTA	2,350.00CR
1/23/2019	002562	OFFICE DEPOT	162.99CR
1/23/2019	002564	WILMINGTON TRUST FEE COLLECTIO	5,750.00CR
1/30/2019	002265	CITY OF MCALLEN TAX OFFICE	<u>21.04CR</u>

TOTAL OUTSTANDING CHECKS: 9,678.76CR  
 =====

OUTSTANDING OTHER:

No Items.

PERIOD: 1/01/2019 - 1/31/2019

ACCOUNT: 41-1-1102 POOL INVESTMENTS

RECONCILIATION SUMMARY

BEGINNING STATEMENT BALANCE:	2,525,103.89	GL ACCOUNT BALANCE:	1,446,618.96
DEPOSITS:	+ 3,947.07	OUTSTANDING DEPOSITS:	- 0.00
WITHDRAWALS:	+ 1,082,432.00CR	OUTSTANDING CHECKS:	- 0.00
ADJUSTMENTS:	+ 0.00	ADJUSTMENTS:	+ 0.00
ENDING STATEMENT BALANCE:	1,446,618.96	ADJUSTED GL ACCOUNT BALANCE:	1,446,618.96

*02/19/19*

STATEMENT BALANCE: 1,446,618.96  
 BANK DIFFERENCE: 0.00  
 GL DIFFERENCE: 0.00

LEARNED DEPOSITS:  
 No Items.

LEARNED CHECKS:  
 No Items.

LEARNED OTHER:

1/31/2019 013119 TO RECORD W/DRAWAL	1,082,432.00CR
1/31/2019 013119 TO RECORD INTEREST EARNED	<u>3,947.07</u>
TOTAL CLEARED OTHER:	<u>1,078,484.93CR</u>

=====

## BALANCE SHEET

AS OF: JANUARY 31ST, 2019

42 -HCRMA-DEBT SERVICE

ACCOUNT#	TITLE		
<hr/>			
ASSETS			
=====			
42-1-4105	WILMINGTON-DEBT SERVICE	680,407.97	
42-1-4105-1	DEBT SVC - JR LIEN	<u>4,297,710.28</u>	
			<u>4,978,118.25</u>
TOTAL ASSETS			4,978,118.25
=====			
LIABILITIES			
=====			
42-2-4214-6	ACCRUED INTEREST PAY-2013	<u>229,576.04</u>	
TOTAL LIABILITIES			<u>229,576.04</u>
EQUITY			
=====			
42-3-4400	FUND BALANCE	<u>3,327,466.47</u>	
TOTAL BEGINNING EQUITY		3,327,466.47	
TOTAL REVENUE		<u>1,421,075.74</u>	
TOTAL REVENUE OVER/(UNDER) EXPENSES		1,421,075.74	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>4,748,542.21</u>	
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			4,978,118.25
=====			

C I T Y O F P H A R R  
 REVENUE REPORT FOR PERIOD ENDING:  
 JANUARY 31ST, 2019

FUND: 42 -HCRMA-DEBT SERVICE

% OF YEAR COMPLETED: 08.33

ACCOUNT NO#	TITLE	CURRENT MONTH REVENUES	YEAR TO DATE REVENUES	AMOUNT BUDGETED	BUDGET BALANCE	PERCENT USED
HCRMA						
4-1506	INTEREST INCOME	669.99	669.99	10,000.00	9,330.01	6.70
4-1506-1	INTEREST INCOME-JR LIEN	<u>8,456.29</u>	<u>8,456.29</u>	<u>55,000.00</u>	<u>46,543.71</u>	<u>15.38</u>
	TOTAL HCRMA	9,126.28	9,126.28	65,000.00	55,873.72	14.04
HCRMA-FUND 42						
4-1999	TRANSFERS IN-FROM GENERAL FUND	<u>1,411,949.46</u>	<u>1,411,949.46</u>	<u>5,057,344.00</u>	<u>3,645,394.54</u>	<u>27.92</u>
	TOTAL HCRMA-FUND 42	1,411,949.46	1,411,949.46	5,057,344.00	3,645,394.54	27.92
** TOTAL FUND REVENUES **		1,421,075.74	1,421,075.74	5,122,344.00	3,701,268.26	27.74

CITY OF PHARR  
 EXPENSE REPORT FOR PERIOD ENDING:  
 JANUARY 31ST, 2019

FUND: 42 -HCRMA-DEBT SERVICE

% OF YEAR COMPLETED: 08.33

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
HRMA-DEBT SERVICE =====							
GENERAL -----							
46-							
52900-4603-1	PRIN PMTS-VRF 13 BOND	0.00	0.00	0.00	1,220,000.00	1,220,000.00	0.00
	TOTAL 46-	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,220,000.00</u>	<u>1,220,000.00</u>	<u>0.00</u>
47-							
52900-4703-1	INTEREST EXPENSE-VRF 13 BOND	0.00	0.00	0.00	2,754,912.00	2,754,912.00	0.00
	TOTAL 47-	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,754,912.00</u>	<u>2,754,912.00</u>	<u>0.00</u>
49-							
	TOTAL GENERAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,974,912.00</u>	<u>3,974,912.00</u>	<u>0.00</u>
	TOTAL HRMA-DEBT SERVICE	0.00	0.00	0.00	3,974,912.00	3,974,912.00	0.00
	** TOTAL FUND EXPENSES **	0.00	0.00	0.00	3,974,912.00	3,974,912.00	0.00

PERIOD: 1/01/2019 - 1/31/2019

ACCOUNT: 42-1-4105 WILMINGTON-DEBT SERVICE

ECONCILIATION SUMMARY

BEGINNING STATEMENT BALANCE:	350,220.52	GL ACCOUNT BALANCE:	680,407.97
DEPOSITS:	+ 330,187.45	OUTSTANDING DEPOSITS:	- 0.00
WITHDRAWALS:	+ 0.00	OUTSTANDING CHECKS:	- 0.00
ADJUSTMENTS:	+ 0.00	ADJUSTMENTS:	+ 0.00
ENDING STATEMENT BALANCE:	680,407.97	ADJUSTED GL ACCOUNT BALANCE:	680,407.97

*✓ 2/19/19*

STATEMENT BALANCE: 680,407.97  
 BANK DIFFERENCE: 0.00  
 /L DIFFERENCE: 0.00

CLEARED DEPOSITS:

1/31/2019 013119 RMA-FUND 412 ENTRIES-JAN19	330,187.45
TOTAL CLEARED DEPOSITS:	330,187.45
	=====

CLEARED CHECKS:

No Items.

CLEARED OTHER:

No Items.

PERIOD: 1/01/2019 - 1/31/2019

ACCOUNT: 42-1-4105-1 DEBT SVC - JR LIEN

RECONCILIATION SUMMARY

BEGINNING STATEMENT BALANCE:	3,206,821.99	GL ACCOUNT BALANCE:	4,297,710.28
DEPOSITS:	+ 1,090,888.29	OUTSTANDING DEPOSITS:	- 0.00
WITHDRAWALS:	+ 0.00	OUTSTANDING CHECKS:	- 0.00
ADJUSTMENTS:	+ 0.00	ADJUSTMENTS:	+ 0.00
ENDING STATEMENT BALANCE:	4,297,710.28	ADJUSTED GL ACCOUNT BALANCE:	4,297,710.28

*02/19/19*

STATEMENT BALANCE: 4,297,710.28  
 BANK DIFFERENCE: 0.00  
 GL DIFFERENCE: 0.00

CLEARED DEPOSITS:

1/31/2019 013119 RMA-FUND 42 ENTRIES-JAN19	<u>1,082,432.00</u>
TOTAL CLEARED DEPOSITS:	1,082,432.00
	=====

CLEARED CHECKS:

No Items.

CLEARED OTHER:

1/31/2019 013119 RMA-FUND 42 ENTRIES-JAN19	<u>8,456.29</u>
TOTAL CLEARED OTHER:	8,456.29
	=====

BALANCE SHEET

AS OF: JANUARY 31ST, 2019

-HCRMA - CAP.PROJECTS FUND

ACCOUNT# TITLE

ETS

====

-1-1102	Pool Investment	<u>460,047.37</u>	
			<u>460,047.37</u>

TOTAL ASSETS			460,047.37
--------------	--	--	------------

=====

LIABILITIES

=====

-2-1212	Accounts Payable	<u>965.18</u>	
	TOTAL LIABILITIES		<u>965.18</u>

EQUITY

====

-3-1400	Fund Balance	<u>481,033.05</u>	
	TOTAL BEGINNING EQUITY		481,033.05

TOTAL REVENUE		883.80	
---------------	--	--------	--

TOTAL EXPENSES		<u>22,834.66</u>	
----------------	--	------------------	--

TOTAL REVENUE OVER/(UNDER) EXPENSES	(	21,950.86)	
-------------------------------------	---	------------	--

TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>459,082.19</u>	
---------------------------------------	--	-------------------	--

TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			460,047.37
---	--	--	------------

=====

C I T Y O F P H A R R  
REVENUE REPORT FOR PERIOD ENDING:  
JANUARY 31ST, 2019

FUND: 45 -HCRMA - CAP.PROJECTS FUND

% OF YEAR COMPLETED: 08.33

ACCOUNT NO#	TITLE	CURRENT MONTH REVENUES	YEAR TO DATE REVENUES	AMOUNT BUDGETED	BUDGET BALANCE	PERCENT USED
HCRMA						
4-1506	Interest Revenue	<u>883.80</u>	<u>883.80</u>	<u>0.00</u>	( <u>883.80</u> )	<u>0.00</u>
	TOTAL HCRMA	883.80	883.80	0.00	( 883.80 )	0.00
47-GRANTS						
48-INTERFUND TRANSFERS						
** TOTAL FUND REVENUES **		883.80	883.80	0.00	( 883.80 )	0.00

C I T Y O F P H A R R  
 EXPENSE REPORT FOR PERIOD ENDING:  
 JANUARY 31ST, 2019

D: 45 -HCRMA - CAP.PROJECTS FUND

% OF YEAR COMPLETED: 08.33

COUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
MA							
==							
MA- CAP. PROJECTS							
-----							
	88-CAPITAL EXPENDITURES						
00-8810-3	365 RIGHT OF WAY	22,834.66	22,834.66	0.00	0.00	( 22,834.66)	0.00
	TOTAL 88-CAPITAL EXPENDITURES	<u>22,834.66</u>	<u>22,834.66</u>	<u>0.00</u>	<u>0.00</u>	<u>( 22,834.66)</u>	<u>0.00</u>
	TOTAL HCRMA- CAP. PROJECTS	<u>22,834.66</u>	<u>22,834.66</u>	<u>0.00</u>	<u>0.00</u>	<u>( 22,834.66)</u>	<u>0.00</u>
	TOTAL HCRMA	<u>22,834.66</u>	<u>22,834.66</u>	<u>0.00</u>	<u>0.00</u>	<u>( 22,834.66)</u>	<u>0.00</u>
	** TOTAL FUND EXPENSES **	<u>22,834.66</u>	<u>22,834.66</u>	<u>0.00</u>	<u>0.00</u>	<u>( 22,834.66)</u>	<u>0.00</u>

PERIOD: 1/01/2019 - 1/31/2019

COUNT: 45-1-1102 Pool Investment

RECONCILIATION SUMMARY

*2/21/19*

BEGINNING STATEMENT BALANCE:	489,519.92	GL ACCOUNT BALANCE:	460,047.37
DEPOSITS:	+ 27,973.80	OUTSTANDING DEPOSITS:	- 0.00
WITHDRAWALS:	+ 57,446.35CR	OUTSTANDING CHECKS:	- 0.00
ADJUSTMENTS:	+ 0.00	ADJUSTMENTS:	+ 0.00
ENDING STATEMENT BALANCE:	460,047.37	ADJUSTED GL ACCOUNT BALANCE:	460,047.37

STATEMENT BALANCE:	460,047.37
BANK DIFFERENCE:	0.00
GL DIFFERENCE:	0.00

CLEARED DEPOSITS:

1/31/2019	013119	RMA-FUND 45 ENTRIES-JAN19	27,090.00
1/31/2019	013120	TO RECORD INTEREST EARNED	883.80
TOTAL CLEARED DEPOSITS:			27,973.80

CLEARED CHECKS:

No Items.

CLEARED OTHER:

1/31/2019	000474	BRACEWELL LLP ATTORNEYS AT LAW	2,135.00CR
1/31/2019	000475	LAW OFFICE OF RICHARD A. CANTU	564.56CR
1/31/2019	000476	C&M ASSOCIATES, INV.	1,690.38CR
1/31/2019	000477	HDR	279.82CR
1/31/2019	000478	BLANTON & ASSOCIATES, INC.	27,942.62CR
1/31/2019	000479	SAENZ OIL & GAS SERVICES	1,176.00CR
1/31/2019	000480	GREATER TEXAS LANDSCAPE SERVIC	823.31CR
1/31/2019	000481	BARRON, ADLER, CLOUGH & ODDO,	22,834.66CR
TOTAL CLEARED OTHER:			57,446.35CR

Item 2D

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  2D  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  02/14/19  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  03/05/19  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2019-12 – APPROVAL OF AWARD OF CONTRACT WITH THE SINGLE RESPONDENT, ESCOBEDO & CARDENAS, LLP, AND BRACEWELL, LLP TO THE REQUEST FOR PROPOSALS FOR LEGAL SERVICES FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.**
  
2. Nature of Request: (Brief Overview) Attachments:   X   Yes    No  
  
Consideration and Approval of award of contract with the single respondent, Escobedo & Cardenas, LLP, and Bracewell, LLP, to the Request for Proposals for Legal Services for the Hidalgo County Regional Mobility Authority.
  
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
  
4. Budgeted:    Yes    No   X   N/A
  
5. Staff Recommendation: **Motion to approve Resolution 2019-12 – Award of Contract with the single respondent, Escobedo & Cardenas, LLP, and Bracewell, LLP, to the Request for Proposals for Legal Services for the Hidalgo County Regional Mobility Authority, as presented.**
  
6. Program Manager’s Recommendation:    Approved    Disapproved   X   None
  
7. Planning Committee’s Recommendation:    Approved    Disapproved   X   None
  
8. Board Attorney’s Recommendation:    Approved    Disapproved   X   None
  
9. Chief Auditor’s Recommendation:    Approved    Disapproved   X   None
  
10. Chief Financial Officer’s Recommendation:    Approved    Disapproved   X   None
  
11. Chief Development Engineer’s Recommendation:    Approved    Disapproved   X   None
  
12. Chief Construction Engineer’s Recommendation:    Approved    Disapproved   X   None
  
13. Executive Director’s Recommendation:   X   Approved    Disapproved    None



**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

# Memorandum

To: S. David Deanda, Chairman  
From: Pilar Rodriguez, PE, Executive Director  
Date: February 14, 2019  
Re: **Resolution 2019-12 – Award of Contract with Single Respondent, Escobedo & Cardenas, LLP, and Bracewell, LLP to RFP for Legal Services for the HCRMA**

---

## **Background**

On February 11, 2019, the Hidalgo County Regional Mobility Authority (HCRMA) received a single response to the formal solicitation for Request for Proposals for Legal Services.

## **Goal**

In order for the Authority to conduct business, general counsel legal services are required from time to time. Counsel services may be provided in the areas of administrative law, public law, transportation law, real estate law, eminent domain, contract law, employment law, and litigation.

Staff is requesting award of contract with the single respondent to the Request for Proposal for Legal Services, which is Escobedo & Cardenas, LLP, and Bracewell, LLP.

## **Options**

The Board of Directors may opt to not authorize staff to negotiate and request re-solicitation of the Request for Proposals.

## **Recommendation**

Based on review by this office, **approval of Resolution 2019-12 – Award of Contract with the Single Respondent, Escobedo & Cardenas, LLP, and Bracewell, LLP, to the Request for Proposals for Legal Services for the Hidalgo County Regional Mobility Authority is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
BOARD RESOLUTION NO. 2019-12

AWARD OF CONTRACT WITH SINGLE RESPONDENT, ESCOBEDO & CARDENAS,  
LLP, AND BRACEWELL, LLP, TO THE REQUEST FOR PROPOSALS FOR LEGAL  
SERVICES FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 5<sup>th</sup> day of March, 2019 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 Board of Directors of the Authority has been constituted in accordance with the Act to address mobility issues in and around Hidalgo County; and

WHEREAS, the Authority requires general legal counsel services to conduct day to day business and provide legal advice to the Board of Directors and staff; and

WHEREAS, the Authority solicited Request for Proposals for Legal Services; and

WHEREAS, on February 11, 2019, the Authority received a single response to the Request for Proposals for Legal Services; and

WHEREAS, the Authority has determined it is necessary to award a Professional Service Agreement with the single respondent, Escobedo & Cardenas, LLP, and Bracewell, LLP, for Legal Services for the Authority;

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 hereby awards a Professional Service Agreement for Legal Services with Escobedo & Cardenas, LLP, and Bracewell, LLP and authorizes the Executive Director to negotiate the terms of the agreement.
- Section 3. The Board hereby authorizes the Executive Director to execute the Professional Service Agreement for Legal Services with Escobedo & Cardenas, LLP, and Bracewell, LLP.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 5<sup>th</sup> day of March, 2019, at which meeting a quorum was present.

---

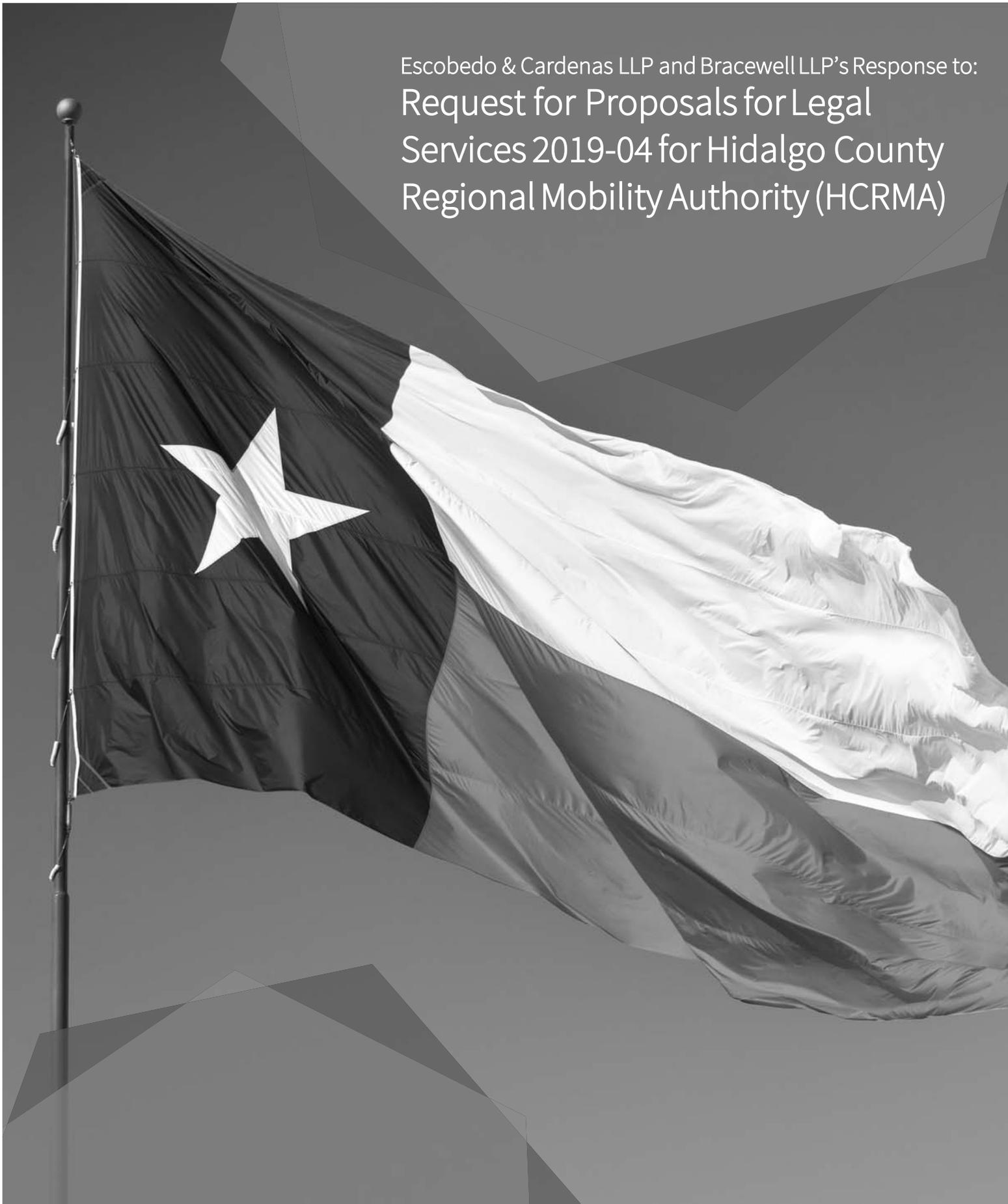
S. David Deanda, Jr., Chairman

Attest:

---

Ricardo Perez, Secretary/Treasurer

Escobedo & Cardenas LLP and Bracewell LLP's Response to:  
Request for Proposals for Legal  
Services 2019-04 for Hidalgo County  
Regional Mobility Authority (HCRMA)



---

**REQUEST FOR PROPOSAL FOR  
LEGAL SERVICES - 2019-04  
PREPARED FOR**



**TABLE OF CONTENTS**

**Tab A. Statement of Qualifications**

1. Firm Overviews.....	1
2. Lists of Principals and Partners.....	2
3. Team Leaders: Luis Cardenas & Blakely Fernandez.....	10
4. HCRMA Proposed Team .....	10
5. Experience with Governmental Entities.....	11
6. Experience in the Transportation Sector.....	14
7. Experience in Procurement Law.....	15
8. Experience Developing Public Infrastructure Projects .....	15
9. Conflicts of Interest.....	16
Tab B. Rate Proposal .....	17
Tab C. Insurance Requirements .....	18
Tab D. DBE/HUB/SBE .....	19

## A. Statement of Qualifications

Escobedo & Cardenas, LLP (“E & C”) and Bracewell LLP (“Bracewell”) propose to continue serving the Hidalgo County Regional Mobility Authority (the “Authority”) as co-general counsel. For the past two years, Luis Cardenas and Blakely Fernandez have shared the role of general counsel, providing the Authority with a hands-on, local counsel with expertise in public law, along with the benefits of the resources of a larger firm with a broad network and expertise in transportation law and the transportation industry. E & C and Bracewell are confident that their firms can continue to provide superior legal services to the Authority in each of the areas described in the RFP’s scope of services.

### 1. Firm Overviews

#### ***a. Escobedo & Cardenas, LLP***

1602 Dulcinea Street  
Edinburg, Texas 78539  
T: 956.825.1408

At E & C, with over 40 years of combined experience, you can trust that you will receive the highest level of attention and efficiency for your case. Whether you are involved in commercial or tort litigation or are in the middle of a business dispute, our firm can help you in developing a solid legal strategy and seeing it through from start to finish. Our firm is comprised of experienced trial lawyers with expertise in commercial and tort litigation including, but not limited to, shareholder disputes, breach of contract, construction litigation, banking litigation, government law, real estate litigation, employment and labor law, and tort law.

We are focused on providing results to our clients. Our firm understands the impact that a single legal proceeding can have on a business or individual client, and we always work hard to make sure that we only represent our clients in the way they want to be represented. We will take the time to learn about our client so that we can make smart decisions in strategizing your best steps moving forward.

Our firm is headquartered out of McAllen, Texas but our clients extend beyond the Rio Grande Valley, across Texas and the United States.

#### ***b. Bracewell LLP***

300 Convent Street, Suite 2700  
San Antonio, Texas 78205  
T: 210.299.3410

Founded in 1945, Bracewell is a Texas-headquartered, international law firm. As the firm has grown across the United States and abroad, our headquarters have remained in Texas — the vibrant, commercial center of the Southwest. We serve governmental entities, educational and not-for-profit institutions, major financial institutions, and local, national and multinational corporations, providing full-service counsel in virtually every area of law, including particularly public law, transportation law (federal and state), public finance, project development, litigation, labor and employment, environmental and real estate law.

Bracewell began its work in public law over 45 years ago. Bracewell has four offices located in Texas — San Antonio, Austin, Dallas and Houston, each of which have active practices in all of the areas identified above. The San Antonio, Texas, office was formed in 1999 as a result of the firm acquiring attorneys who formerly operated as Wells, Pinckney & McHugh, a well-established firm with a strong South Texas and national client base.

In 2013, the office expanded with the addition of five partners, including Blakely Fernandez, who has represented the Authority since 2007. These partners have established practices in the areas of public law, transportation law, public finance, economic development, employment law, real estate, and litigation. Building on the firm’s combined strengths, the San Antonio office provides clients with full-service legal counsel, with particular emphasis on transportation law, public law, public finance, real estate, labor and employment law, litigation, immigration and water law matters.

## 2. Lists of Principals and Partners

### a. Escobedo & Cardenas, LLP

E & C consists of two partners, Luis M. Cardenas and Joe Escobedo, Jr.



#### **Luis M. Cardenas**

Partner

**T:** +956.540.2472    **F:** +956.630.2223

**E:** Luis@escobedocardenas.com

As part of the \*AV rated firm in handling complex litigation matters for the firm's clients of Escobedo & Cardenas LLP, Luis Cardenas applies his experience and knowledge to make our firm as effective as it is. Selected to \*\*Super Lawyers as a Rising Star from 2004-2011 and becoming a Super Lawyer in 2012, Mr Cardenas serves businesses and individuals across the state of Texas.

After receiving his Bachelor of Arts from the University of Texas in 1993, he received his J.D. from the University of Houston in 1997. Mr. Cardenas is AV rated by Martindale Hubbell and board certified in personal injury trial law by the Texas Board of Legal Specialization. Luis Cardenas is a member of the Texas Pattern Jury Charge Committee for the Malpractice, Premises and Products Texas Pattern Jury Charge edition. Mr. Cardenas is also a member of the American Board of Trial Advocates (ABOTA). He has been a past board member of the Hidalgo County Bar Association and Hidalgo County Young Lawyer's Association, and has given multiple presentations and seminars on a large range of legal issues. Mr. Cardenas has represented banks, oil and gas corporations, insurance companies, transportation companies, construction companies and individual clients. Mr. Cardenas is fluent in Spanish.



#### **Joe Escobedo, Jr.**

Partner

**T:** +956.540.2472    **F:** +956.630.2223

**E:** Joe@escobedocardenas.com

Joe Escobedo Jr. is an \*AV-rated attorney who has represented clients in complex commercial and tort-based litigation (in both state and federal courts) for over 25 years.

Mr. Escobedo was born in Mission, Texas. Since receiving his law degree from the University of Texas School of Law in 1989, Mr. Escobedo has devoted his practice to the representation of individuals and corporations in Texas courtrooms and has tried numerous cases on both sides of the docket. He was selected to \*\*Super Lawyers from 2006-2015, an honor which is bestowed on less than 5 percent of lawyers in the state. Mr. Escobedo has been certified as a mediator by The Center for Public Policy Dispute Resolution at the University of Texas School of Law and is Board Certified in Personal Injury Trial Law by the Texas Board of Legal Specialization. He is a member of the American Board of Trial Advocates (ABOTA). Mr. Escobedo has authored and presented numerous Continuing Legal Education (CLE) articles across the country and is fluent in Spanish.

## **b. Bracewell LLP**

Bracewell has nearly 400 lawyers located in ten offices, and 180 of those are partners/principals in the firm. A complete list, including biographical information of all of Bracewell's lawyers can be found at [www.bracewell.com](http://www.bracewell.com). For purposes of this solicitation, we are including information on the partners in the San Antonio Office and the Public Law / Public Entities Practice Group.

### **San Antonio Office Partners**

The San Antonio office has 12 lawyers, nine of which are partners. Partners in San Antonio include:



#### **Blakely Fernandez**

Partner | San Antonio

**T:** +1.210.299.3410    **F:** +1.800.404.3970

**E:** [blakely.fernandez@bracewell.com](mailto:blakely.fernandez@bracewell.com)

Blakely Latham Fernandez focuses her practice in the space where business and government intersect, recognizing that complex business issues and solutions often exist in a political environment, just as complex public issues and solutions often benefit from private partnerships.

She represents both governmental entities and private sector clients in structuring projects that include public benefit and, often, incentives. As a former elected official, she recognizes the stewardship and political considerations that are an important part of project development.

Blakely's representation of public entities includes acting as general counsel, traditional bond counsel, public law and administrative law counsel, and special counsel on economic development. Her representation of private sector clients includes acting as developer's counsel, corporate counsel, and special counsel on public contracting and procurements.



#### **William T. Avila**

Partner | San Antonio

**T:** +1.210.299.3415    **F:** +1.800.404.3970

**E:** [william.avila@bracewell.com](mailto:william.avila@bracewell.com)

Bill Avila's practice focuses on public finance law, specifically providing legal counsel, negotiating, drafting documents and securing governmental approvals. He has closed approximately 1,000 transactions, totaling more than \$50 billion in aggregate principal amount of municipal bond transactions as bond counsel, underwriters' counsel, issuer's counsel, user's counsel and trustee's counsel for a variety of public infrastructure and improvement projects.

Bill is a frequent speaker at conferences for the State Bar of Texas, National Association of Bond Lawyers, Texas City Attorneys Association, Mexican American School Board Association and *The Bond Buyer*.



## **Leslie Selig Byrd**

Partner | San Antonio

**T:** +1.210.299.3460 **F:** +1.210.299.0105

**E:** leslie.byrd@bracewell.com

Leslie Selig Byrd has 35 years of experience exclusively representing employers in labor and employment issues and controversies. She has been involved in hundreds of administrative investigations, as well as administrative proceedings before the National Labor Relations Board (NLRB) and the United States Department of Labor, Wage & Hour Division, Office of Federal Contract Compliance Programs and Occupational Safety and Health Administration (OSHA). Leslie defends employers in federal and state employment law motion practice and litigation, and is also a qualified mediator, limiting her work as a mediator to labor and employment litigation.

In addition to her office and administrative practice before the USDOL, Leslie represents employers in the growing number of complex national FLSA collective actions involving issues such as white collar and other exemptions, misclassification, independent contractor status, salaried status, hours of work issues, regular rate and overtime calculation, and issues unique to the service, manufacturing, energy and maritime industries in federal court as well as in arbitration. Leslie and Bracewell's FLSA collective action group are knowledgeable on the highly technical issues involving FLSA regulatory compliance and procedural and substantive issues involving jurisdiction, offers of judgment, conditional certification and decertification and summary judgment. Leslie's experience includes affirmative action plan preparation and compliance with Executive Order 11246 and related affirmative action federal statutes. In her national practice, she has handled complex jurisdictional, hiring, compensation and other issues before the Office of Administrative Law Judges and the Appeal Review Board. Leslie and Bracewell's compliance and audit team also guide affirmative action employers through OFCCP compliance reviews and provide federal contractors with innovative compliance and risk adverse strategies. In NLRB related matters, Leslie represents employers in collective bargaining agreement negotiations and administration, unfair labor practices and arbitrations. She frequently advises and trains on legal issues involving the employment relationship, always with a focus on the importance of respect and dignity of the individual.



## **Richard C. Danysh**

Partner | San Antonio

**T:** +1.210.299.3475 **F:** +1.210.299.0106

**E:** richard.danysh@bracewell.com

During his career, Richard Danysh has tried approximately 40 civil jury trials to verdict and has been recognized for his skill by his peers with election as a fellow in the American College of Trial Lawyers. He has also initiated, prepared and participated in numerous "mock trials" in cases involving claims for substantial damages. His work has encompassed all aspects of state and federal trials, arbitration and forms of alternative dispute resolution.

His cases have run a wide spectrum including breach of contract, fraud, tortious interference, personal injury defense, wrongful death, premises liability, property damage, lender liability and related disputes. In addition, he has experience in environmental tort litigation. Richard's clients come from a variety of industries including brewing, sports, energy, financial services and manufacturing.



**Victoria M. Garcia**

Managing Partner, San Antonio | San Antonio

**T:** +1.210.299.3546 **F:** +1.210.299.0108

**E:** victoria.garcia@bracewell.com

Focusing on immigration, labor and employment law, Victoria Garcia represents U.S. and international companies in all aspects of labor and employment, and immigration. She also serves as the managing partner of Bracewell's San Antonio office.

Victoria provides clients with comprehensive legal guidance regarding business immigration matters, including (i) obtaining non-immigrant and immigrant visas for foreign employees, (ii) responding to inquiries and audits from the Department of Homeland Security, and (iii) complying with U.S. immigration laws in the hiring, retention and management of domestic workforces. Victoria also represents clients in a wide range of labor and employment matters, including employment discrimination litigation, administrative proceedings, labor/management relations, and the formulation of policies and procedures relating to every aspect of the employment relationship. Additionally, Victoria provides clients with advice and counsel on international employment issues, including the application of United States legislation abroad, the transfer, assignment and separation of employees on foreign assignment, the transfer of employees between subsidiaries and related entities, and on conflicts between U.S. and foreign legislation.



**Jane H. Macon**

Partner | San Antonio

**T:** +1.210.299.3517 **F:** +1.800.404.3970

**E:** jane.macon@bracewell.com

Jane Macon focuses her practice on public finance and administrative law, public and private partnerships, real estate, civil litigation, zoning, platting, condemnation and municipal bonds. Jane made history in the City of San Antonio when she became the first woman to serve as city attorney from 1977 to 1983. In 2000, she was appointed by President Bill Clinton to serve on the Selective Service Appeal Board. Jane currently serves as chair of Siebert Financial Corporation (Nasdaq: SIEB).



**James P. Plummer**

Partner | San Antonio

**T:** +1.210.299.3530 **F:** +1.800.404.3970

**E:** james.plummer@bracewell.com

Jim Plummer concentrates his practice on tax-exempt financings, tax credits and governmental contracts at the federal, state and local levels. His practice includes a substantial amount of work related to affordable housing and housing bonds, as well as state and local taxation. Jim also has extensive experience in public private partnerships (P3), particularly negotiating development, management and operating contracts involving governmental entities and contracts with tax-exempt financing.



**Carey R. Troell**

Partner | San Antonio

**T:** +1.210.299.3538 **F:** +1.800.404.3970

**E:** carey.troell@bracewell.com

For more than 18 years, Carey Troell has represented state and local governmental entities, non-profits and for profit entities, and other public and quasi-public institutions within the State of Texas in the area of public finance law. Carey primarily serves as bond counsel for state and local governmental entities, including counties, school districts, cities, electric and water utility systems, regional mobility authorities, housing finance corporations, housing authorities, tollway authorities, public and private colleges and universities, community college districts, hospital districts, water districts, water authorities, municipal utility districts, state agencies, non-profit corporations acting on behalf of a city, county, or school district and other specially created district and authorities. In addition to serving as bond counsel to state and local governmental entities, Carey serves as underwriters counsel, trustees counsel and bank counsel to financial institutions, and disclosure counsel, issuers counsel and general counsel to local government entities and non-profit corporation in public finance transactions.

Prior to entering private practice, Carey served as an assistant attorney general for the Public Finance Division of the Office of the Attorney General for the State of Texas and has unique insights into the Texas attorney general review process and its rules and procedures for approval of debt by the State of Texas.

**Public Law & Public Entities Practice Group Partners**

Bracewell has a practice group specifically dedicated to public law and public entities. This group includes the following partners from various Texas offices:



**Blakely Fernandez**

Partner | San Antonio

See resume above.



**Jane H. Macon**

Partner | San Antonio

See resume above.



**Thomas O. Moore III**

Of Counsel | Houston

**T:** +1.713.221.1409 **F:** +1.713.221.2100

**E:** thomas.moore@bracewell.com

Tom Moore's practice focuses on project development, finance and mergers and acquisitions. He serves clients in the infrastructure and energy sectors and has experience leading transactions that involve public entities. This includes representing United States, European and other international companies on the sponsor side in public private partnerships. Tom's work and experience has been recognized by *Chambers USA* and *Chambers Global*, where he has been ranked in the Projects category (2010-2015).



### **Sara M. Burgin**

Partner | Austin

**T:** +1.512.494.3654    **F:** +1.800.404.3970

**E:** sara.burgin@bracewell.com

Sara Burgin uses her scientific background and more than 30 years of legal experience to assist clients with environmental issues. She advises on permitting, compliance and enforcement matters in association with onshore and offshore wastewater and storm water discharges; issues relating to surface water and ground water rights; water contracts; Spill Prevention, Control and Countermeasures (SPCC) plan requirements and applicability issues; Clean Water Act (CWA) jurisdiction; issues associated with public water systems at industrial facilities; and dredge and fill permit requirements. In addition to her water experience, Sara has also counseled clients on industrial solid waste matters related to wastewater treatment facilities and recycling/reuse of treated wastewater and/or solids resulting from treatment.



### **W. Stephen Benesh**

Partner | Austin

**T:** +1.512.494.3680    **F:** +1.800.404.3970

**E:** steve.benesh@bracewell.com

A seasoned business litigator in his 31st year of practice at Bracewell, Steve Benesh brings his experience and judgment to bear in helping his clients reach the best resolution of their issues, whether that means vigorously protecting those interests in the courtroom or working collaboratively to reach a common-sense resolution outside the courtroom. He has represented clients in diverse matters, including securities, class action, business torts, fraud, breach of fiduciary duty, deceptive trade practices, breach of contract, and products liability. Steve has first chair jury and non-jury trial experience representing plaintiffs and defendants in state and federal courts, as well as arbitration and mediation experience. A former president of the Austin Bar Association and State Bar of Texas director, Steve has built a reputation as a competent and effective trial lawyer. He is recognized (2009-2019) by Woodward White, Inc., *Best Lawyers* in the areas of bet-the-company litigation, commercial litigation, banking and finance litigation and construction litigation. He has twice been honored by the same publication, in 2014 and again in 2016, as the Austin Lawyer of the Year in the area of banking and finance litigation. He is a frequent author and lecturer on legal topics, and he has been quoted in numerous publications.



### **Jarvis V. Hollingsworth**

Partner | Houston

**T:** +1.713.221.1460    **F:** +1.713.437.5312

**E:** jarvis.hollingsworth@bracewell.com

Jarvis V. Hollingsworth, chair of the firm's public/education law practice group and a former member of the firm's six-member management committee, counsels boards of government and educational entities on their duties, corporate governance and director liability, as well as regulatory and finance matters. He advises schools, colleges, universities and government entities on public and education law, including public finance. Jarvis also advises clients on government strategies, employment contracts, grievances, employee terminations, school and college governance, coalition building, strategic communications and policy development. He provides counsel on open meetings, public information, bidding and

contract matters, municipal bonds and public finance, and internal investigations. Jarvis also represents private companies in their dealings with public bodies. His practice encompasses lobbying and public policy advocacy, coalition building and strategic communications for business interests before federal, state and local agencies. He maintains an active election-law practice, advising clients on compliance with state and federal campaign finance, ethics and lobby laws, regulations and reporting requirements. In his practice, Jarvis also advises boards of trustees of pension systems and retirement funds in formulating investment policies for traditional and alternative assets, determining asset allocations and the hiring of investment advisors.

He has first and second chair jury and non-jury trial experience representing clients in state and federal courts and before administrative agencies. Jarvis has also represented clients regarding Title VII and Section 183 employment claims, general negligence, wrongful death, premises liability, business torts, fraud, misrepresentation, and professional negligence. Jarvis is currently a trustee and chairman of the board of the Teacher Retirement System of Texas (TRS), a Texas state agency which manages a \$150 billion-plus pension trust fund. He formerly served as a TRS Trustee from 2002 to 2008 and as Chairman of the board from 2005 to 2008. Jarvis serves on the Board of Directors of Frost Bank and its holding company, Cullen/Frost Bankers Inc. (NYSE: CFR), based in San Antonio, Texas. He is a former regent on the board of the University of Houston System where he served as chairman of the board as well as chairman of the finance, endowment, executive, and compensation committees. Jarvis is also a member of the firm's finance, diversity and inclusion, and political action committees.



**Leslie Selig Byrd**  
Partner | San Antonio

See resume above.



**Jonathan K. Frels**  
Partner | Houston  
**T:** +1.713.221.1599    **F:** +1.800.404.3970  
**E:** jonathan.frels@bracewell.com

Jonathan Frels has spent his entire legal career focused on public law, public finance and state legislative matters, both in private practice and through government service in Texas. He serves as bond counsel, underwriter's counsel and disclosure counsel in public finance transactions for school districts, cities, counties, state agencies, navigation districts, port authorities, economic development corporations, water districts and water authorities. He also represents political subdivisions as general counsel with respect to public law issues. In addition to helping governmental entities and developers meet their infrastructure and financing needs, Jonathan assists governmental bodies, nonprofit corporations and entities that contract with governmental bodies with respect to Public Information Act issues.

In addition to his experience in private practice, Jonathan served as deputy attorney general for legal counsel at the Texas Office of the Attorney General, 2008 - 2010. In this role, he acted as counsel to the attorney general and supervised the Office of the Attorney General's non-litigation civil legal divisions, including the agency's Public Finance Division, Opinion Committee, General Counsel Division and Open Records Division. While with the Office of the Attorney General, Jonathan frequently testified before and served as a resource to members and committees of the Texas Legislature on a variety of subjects, including public finance and open government matters. He also served as chief of the Office of the Attorney General's Public Finance Division, where he oversaw the division's review and approval of all bonds and similar financial obligations issued by state agencies, political subdivisions and institutions of higher education, as well as certain nonprofit corporations created to act on behalf of political subdivisions.



### **Amber K. Dodds**

Associate | San Antonio

**T:** +1.210.299.3569    **F:** +1.800.404.3970

**E:** [amber.dodds@bracewell.com](mailto:amber.dodds@bracewell.com)

Amber Dodds counsels employers in all areas of employment law. Her advice includes analysis and direction on employment and benefits issues, such as leave administration, employee investigations, use of background checks and consumer reports, employee discipline and preventing harassment and retaliation claims. She drafts employment policies and employee handbooks specific to client industry and management needs. Amber also routinely advises on employee pay practices, such as compliance with overtime, per diem, pay deduction, and exemption classification requirements. She has experience advising clients on compliance with Occupational Safety and Health Act (OSHA) regulations, including the General Duty Clause, Process Safety Management, and a variety of industry or hazard-specific regulations.

In addition to regulatory and employment-law compliance, Amber represents employers in pre-litigation administrative investigation and hearings, settlement negotiations, and federal and state court litigation. Her litigation matters have included a variety of employment-law claims, such as retaliation, wrongful termination, discrimination, harassment, and wage and hour issues, as well as general civil litigation matters in the public, private and religious organization employer context. Amber is also experienced in Fair Labor Standards Act (FLSA) collective action litigation, including class certification and notice issues. Amber served as an intern in the United States District Court for the Western District of Texas with the Honorable Lee Yeakel and the Texas First Court of Appeals with Justice Evelyn V. Keyes.



### **Summer B. Greathouse**

Associate | San Antonio

**T:** +1.210.299.3515    **F:** +1.800.404.3970

**E:** [summer.greathouse@bracewell.com](mailto:summer.greathouse@bracewell.com)

Summer concentrates her practice on tax-exempt financings, tax credits and governmental contracts at the federal, state and local levels. Summer has experience advising purchasers, sellers, lenders, borrowers, landlords and tenants in various real estate transactions, including financings, acquisitions, dispositions and leases. She also has experience counseling clients on corporate governance, choice of entities and non-profit matters. Prior to attending law school, Summer lived and worked in Buenos Aires, Argentina and is fluent in Spanish.

### **3. Team Leaders: Luis Cardenas & Blakely Fernandez**

E &C and Bracewell propose to continue the shared responsibility of Co-Team Leaders between **Luis Cardenas** and **Blakely Fernandez**. Luis and Blakely have proven their ability to serve the Authority in a seamless fashion, maintaining communication and keeping each other apprised of issues related to the Authority. Luis and Blakely will continue to be available to the Authority 24-hours a day, seven days a week. Their collective knowledge of the Authority's Projects and history will ensure efficient and effective representation of the Authority's interests.

Luis has represented public and non-profit entities in Texas for over 20 years. Luis has represented the Authority since 2015. Luis's experience includes condemnation, procurement, open meetings, public information, and public contracting. He is a trusted advisor to public and private clients throughout South Texas.

Blakely has been representing transportation interests in Texas since 2003. She has served as bond and disclosure counsel to the Texas Department of Transportation, underwriters counsel for Central Texas Regional Mobility Authority financings, general counsel to the Authority and the Alamo Regional Mobility Authority, general counsel to the Capital Area Metropolitan Transit Authority, special counsel to VIA Transit Authority, and has represented a variety of private companies in developing infrastructure projects and negotiating/managing infrastructure and financing contracts.

Blakely Fernandez specializes in administrative and public law including government contracting, procurement, economic development and project finance. Blakely has worked directly for public entities, including the City of San Antonio and the State of Hawaii; she has also held elected office as a Trustee for the Alamo Community College District.

Blakely has a strong focus in ethics and compliance. In 2002, she founded the Annual Ethics Forum hosted by the St. Mary's Law Journal (now in its 17<sup>th</sup> year). More recently, she produced a comprehensive Ethics and Compliance Manual and Training Program for mobility authorities. She regularly advises clients on campaign finance and related (gifts, trips and entertainment) laws.

Blakely has developed procurement strategies and processes for housing, transportation, water, athletic venues, and other facilities. She has been involved in the forefront of Texas procurement projects using alternative delivery mechanisms, including design build, construction manager at risk, pass through financing, take or pay contracts, and public-private partnerships. She has delivered presentations and "best practices" guides on Texas procurement law to industry trade groups and governmental clients.

In 2013, Blakely (in conjunction with engineering firm partners) developed the Eagle Ford Shale Best Practices Handbook for the San Antonio River Authority to assist local governments with best practices related to development regulation (the handbook can be found here: [https://www.sara-tx.org/wp-content/uploads/2015/04/Eagle-Ford-Shale\\_Best\\_Practices\\_Handbook.pdf](https://www.sara-tx.org/wp-content/uploads/2015/04/Eagle-Ford-Shale_Best_Practices_Handbook.pdf)). As Trustee for the Alamo College District, Blakely oversaw the procurement, selection and contracting of the first P3 community college housing project in Texas. More recently, Blakely worked with the City of El Paso, Texas's procurement team and its City Attorney's office to draft procurements and policies for the City's large scale, high profile projects.

### **4. HCRMA Proposed Team**

If E &C and Bracewell are selected as the Authority's co-legal counsel, Luis Cardenas and Blakely Fernandez will serve as the Co-Team Leaders for the Authority's legal matters, continuing to focus on client needs and approaching their relationship with the Authority as a partnership.

Luis and Blakely propose to continue jointly representing the Authority, with Luis maintaining the active local role and Blakely and the Bracewell firm providing support on larger projects or specific issues. Luis will continue to staff committee and other local meetings, while Blakely will continue to be available on an as-requested basis. Together, Luis and Blakely will prepare any training the Authority requests. Blakely will take the lead on contract matters, TxDOT and FHWA matters, environmental issues, design-build/concession matters, transportation policy, and legislation. Luis will take the lead on open government, real estate, condemnation/eminent domain, purchasing, and litigation. In addition to Luis and Blakely, a team of Bracewell lawyers is available to assist the Authority on an as-need basis.

Lawyer / Education	Role	Years of Experience
<b>Luis Cardenas, E &amp; C</b> University of Houston Law, J.D. – 1997 University of Texas, B.A. – 1993	Co-Team Leader; Committee and Local Meetings, Training, Open Government, Real Estate, Condemnation/Eminent Domain, Purchasing, and Litigation	22
<b>Blakely Fernandez, Bracewell</b> St. Mary's University School of Law, J.D. – 2002 <i>summa cum laude</i> St. Mary's University, M.A. – 1998 Pepperdine University, B.A. – 1991	Co-Team Leader; Special Projects, Contract Matters, TxDOT and FHWA Matters, Environmental Issues, Design-build/Concession Matters, Transportation Policy, and Legislation	17
<b>Summer Greathouse, Bracewell</b> St. Mary's University School of Law, J.D. – 2014 <i>valedictorian</i> Trinity University, B.A. – 2004	Real Estate Matters	5
<b>Sara Burgin, Bracewell</b> University of Houston Law Center, J.D. – 1982 <i>with honors</i> Texas A&M University, M.S. – 1977 The University of Texas at Austin, B.A. – 1973	Environmental Matters	37
<b>Tom Moore, Bracewell</b> The University of Texas School of Law, J.D. – 1973 <i>with honors</i> Vanderbilt University, B.E. – 1969	Concession Matters	46
<b>Steve Benesh, Bracewell</b> The University of Texas School of Law, J.D. – 1987 The University of Texas at Austin, Bachelor of Business Administration – 1984	Litigation, Construction Law	31
<b>Jarvis V. Hollingsworth, Bracewell</b> University of Houston Law Center, J.D. – 1993 U.S. Military Academy at West Point, B.S. – 1985	Public Law, Public Entities	26
<b>Leslie Selig Byrd, Bracewell</b> The University of Texas School of Law, J.D. – 1979 Tulane University, Bachelor of Arts – 1977 <i>magna cum laude</i>	Labor and Employment	39
<b>Amber K. Dodds, Bracewell</b> The University of Texas School of Law, J.D. – 2012 <i>with honors</i> Boston University, M.A. – 2008 <i>summa cum laude</i> Trinity University, B.A. – 2006 <i>summa cum laude, Phi Beta Kappa</i>	Labor and Employment	7

## 5. Experience with Governmental Entities

### a. Escobedo & Cardenas, LLP

Below is representational list of entities Luis Cardenas has represented with regard to public law:

<b>Hidalgo County Regional Mobility Authority</b> Pilar Rodriguez, Executive Director   956-402-4762 <i>Condemnation matters (2015 – current)</i>	<b>City of Edinburg</b> Ponciano Longoria, City Engineer   956-388-8210 <i>Conducted right-of-way acquisition and condemnation litigation for the City of Edinburg</i>
<b>City of La Joya</b> Mike Alaniz, City Manager   956-581-7095 <i>Conducted annexation litigation and advised City of La Joya regarding annexation, extraterritorial jurisdiction issues, taxation, and utility services</i>	<b>Hidalgo County Irrigation District No. 5</b> Archie Miles   956-565-1058 <i>Advised District regarding condemnation issues and conducted condemnation litigation, including Texas Public Utilities Commission hearings and proceedings</i>
<b>Delta Lake Irrigation District</b> Board of Directors   956-262-2101 <i>Advised board of directors regarding water rights, condemnation and taxation issues</i>	

## ***b. Bracewell LLP***

Bracewell's public law attorneys have the experience and expertise to provide advice in the unique public environment in which local governments operate and make decisions. Bracewell represents a wide range of public entities and public officials, including regional mobility authorities, public transportation entities, metropolitan planning organizations, state agencies, municipalities, counties, school districts, community college districts, hospital districts and health care systems, universities, ports, major airport systems, special districts, and non-profit corporations funded by political subdivisions. We also represent private companies in their dealings with public bodies.

We represent clients in federal, state and local general law in connection with governmental entities including, but not limited to, competitive procurement procedures, the Texas Transportation Code, Texas Local Government Code, the Texas Public Information Act and Texas Open Meetings Act, Texas Tort Claims Act, ethics and governance, as well as a wide spectrum of matters including:

- federal, state and local procurement and contracting issues
- elections and campaign finance law
- Public Funds Investment Act
- real estate and eminent domain proceedings
- environmental issues and clearance
- governance and ethics compliance and training
- Public Information Act and Open Meetings requirements and issues
- constitutional law and civil rights issues
- public safety and cybersecurity issues
- municipal bonds and public finance

With over 30 lawyers, our public law group is one of the largest public law practices in the nation and in Texas having been working with public entities for the past 45 years. Our representation includes all aspects of governmental representations, from serving as outside general counsel to governmental entities to serving as special counsel in the areas in of procurement contracting, economic development, tax, bonds, governance, employment law, litigation, and other areas as needed. We also regularly draft legislation and represent our public clients before the Texas Legislature, and its committees, and U.S. Congress, and its committees.

The Bracewell public law team proposed for the Authority includes Blakely Fernandez who, as a former elected official, has an acute understanding of public law issues from the client, as well as the legal, perspective. Lawyers in Bracewell's public law practice group are highly experienced in both state and constitutional law, specifically as they relate to public law matters, open meetings, open records and related regulatory requirements. This broad, diverse experience representing all sorts of public entities enables us to provide focused, effective guidance in all areas of public law that may arise from time to time. The public law group has a vibrant special district practice serving as general counsel to these entities. Based on this representation, the firm has developed considerable knowledge in navigating the unique legal and regulatory framework applicable to governmental entities, including sovereign immunity, annual appropriation requirements, indemnity limitations, competitive procurement procedures, Texas Public Funds Investment Act, Texas Public Information Act and Texas Open Meetings Act, Texas Tort Claims Act, as well as ethics and governance.

The Bracewell public law team also includes prominent former city attorney, Jane Macon. Jane has substantial experience and is a leader in the public law arena, respecting the balance of legal, business and sometimes political implications in her counsel to public clients. Additionally, three Bracewell partners have firsthand experience at the Office of the Attorney General and offer unique insights into the office's review process for bond transactions as well as the opinions committee process.

With regard to transportation matters, our public law team understands the statutory, regulatory and financial requirements for regional mobility authorities in Texas, including the Texas Transportation Code, TxDOT rules, FHWA rules and guidelines, the Texas Public Funds Investment Act, the Texas Public Information Act, the Texas Open Meetings Act, and Ethics filings for public officials.

### **Developing Manuals and Handbooks**

Although attorney legal advice and product is most often structured in the form of memoranda and opinion letters, the Bracewell public law team has developed manual, handbooks, and best practices guides for our clients, along with appropriate training manuals and presentations. The most widely distributed example of this type of effort is the San

Antonio River Authority’s Best Practices Handbook for the Eagle Ford Shale, which covers regulatory and contracting guidelines for local governments managing shale development. This handbook can be found at: [https://www.sara-tx.org/wp-content/uploads/2015/04/Eagle-Ford-Shale\\_Best\\_Practices\\_Handbook.pdf](https://www.sara-tx.org/wp-content/uploads/2015/04/Eagle-Ford-Shale_Best_Practices_Handbook.pdf).

Our team also developed the Ethics and Compliance Manual for the Authority, addressing a variety of best practices in the areas of contracting, conflicts, governance, and personnel matters. This manual has been used by other mobility authorities and local governments as a guide for compliance under local, state, and federal laws and regulations. In addition to creating manuals, Bracewell attorneys conduct training workshops covering topics such as conflicts of interest, procurements, misuse of government property, nepotism, bribery and gifts, qualifications for office and open government.

### Internal Investigations

In an environment of increased regulatory vigilance and enhanced financial incentives to whistleblowers, public entities must proactively ensure compliance with applicable statutes and regulations. Bracewell’s lawyers routinely conduct internal investigations for public entities to contain and resolve issues such as governance practices and procedures, duties and responsibilities of officials, codes of conduct, and, in the private sector, compliance with Securities and Exchange Commission (SEC) and financial exchange regulations, as well as the Foreign Corrupt Practices Act (FCPA).

Our team has been hired by governmental entities to conduct investigations involving a myriad of allegations, including financial impropriety, misappropriation of public funds, abuse of office/authority and related matters. Our lawyers have also handled terminations and other complex and sensitive personnel matters, including the often resulting wrongful termination litigation. Jarvis V. Hollingsworth, one of the Bracewell partners who is included on the proposed team to work with the Authority, is a former regent on the board of a large Texas public university system where he served as Chairman of the board as well as chairman of the finance, endowment, executive and compensation committees. On multiple occasions, Jarvis has investigated alleged financial improprieties, official misuse and misappropriation of public funds by governmental entities. His investigations have resulted in a full report to the governing body, including a recommendation for terminating appropriate leadership parties.

### Experience with Comparable Sized Governmental Organizations

Our lawyers’ experience with public and private entities is comprehensive, diverse, and reputable. Below is representational list of entities our team has represented with regard to public law:

<p><b>Hidalgo County Regional Mobility Authority</b> 2005 – current Pilar Rodriguez, Executive Director   956-402-4762</p> <p><i>Procurement advice and counsel; alternative delivery procurement structure; drafting procurements and contract documents; governance and ethics compliance</i></p>	<p><b>Bexar County, Texas</b> 2013 – current Honorable Nelson Wolff, County Judge   210-338-2626</p> <p><i>Advice on structure of projects and P3s; project development and finance</i></p>
<p><b>Alamo Regional Mobility Authority</b> 2008 – current Renee Green, County Engineer   210-335-6782</p> <p><i>Transportation finance, disclosure and funding agreements</i></p>	<p><b>Central Texas Regional Mobility Authority</b> 2005 – current Mike Heilgenstein, Executive Director   512-996-9784</p> <p><i>Transportation finance, disclosure and funding agreements</i></p>
<p><b>City of El Paso, Texas</b> 2017 – current Tommy Gonzalez, City Manager   915-541-4010</p> <p><i>Advice and counsel on alternative delivery procurement structure and documents; draft procurement documents; and project development</i></p>	<p><b>City of Laredo, Texas</b> 2016 – current Pete Saenz, Mayor   956-791-7389</p> <p><i>Advice on land use, procurement and financing of real estate and transportation projects; advice on master planning for International Bridges and Missions Baseball development of stadium project</i></p>

<p><b>San Antonio River Authority</b> Suzanne Scott, Executive Director   210-227-1373</p> <p><i>Development of Best Practices Handbook to Assist Communities in the Eagle Ford Shale (2013 – current)</i></p>	
--	--

## 6. Experience in the Transportation Sector

### a. Escobedo & Cardenas, LLP

E & C has represented the HCRMA in condemnation matters since March of 2015.

### b. Bracewell LLP

Bracewell lawyers have a long history in the transportation sector. As discussed above, Blakely has been representing transportation interests in Texas since 2003. Her work in this arena has included many “firsts.” She served as bond and disclosure counsel to the Texas Department of Transportation on the first issues of Mobility Fund bonds, and was on the underwriting team for Central Texas Regional Mobility Authority initial financing. Her work as general counsel to the Authority and the Alamo Regional Mobility Authority, includes creating the first County Transportation Reinvestment Zone in Texas, negotiating one of the early pass-through agreements in Texas, working with bond counsel to enter into the first vehicle registration fee borrowing in the State, participating in the first RMA disparity study, as well as managing a variety of questions of first impression before the Texas Attorney General and TxDOT. As general counsel to the Capital Area Metropolitan Planning Organization, Blakely negotiated the first (and only) regional infrastructure fund agreement, providing significant debt/cost of issuance savings to a regional mobility authority and creating a revolving fund for the MPO to support local, non-tolled projects. In addition to the legal work Blakely performs, she also regularly drafts and lobbies for legislative solutions to mobility problems.

The Bracewell team combines diverse practice experience and comprehensive bench strength to assist our clients with issues in transportation and mobility. Our transportation practice group not only focuses on transportation activities, but also includes logistics providers (including carriers, intermediaries, and other third-party logistics providers) as well as commercial users (manufacturers, retailers, distributors, and other shippers). This broad cross-over practice assures our attorneys are well-versed in industry issues from stock and equipment to labor trends to equity investors.

Lawyers at Bracewell have represented a variety of transportation clients in Texas, including:

- Hidalgo County Regional Mobility Authority
- Texas Department of Transportation
- Alamo Regional Mobility Authority
- Central Texas Regional Mobility Authority
- Cameron County Regional Mobility Authority
- North East Texas Regional Mobility Authority
- VIA Metropolitan Transit
- Dallas Area Rapid Transit (DART)
- Houston METRO
- Grand Parkway Association of Houston
- Austin-Bergstrom International Airport
- Dallas-Fort Worth International Airport
- Houston Airport System

Bracewell’s attorneys have advised clients on virtually every type and variation of transportation matter, including construction and professional services contracts, concessions, master trust indentures, TIFIA loans, intermodal agreements, international bridge projects, pass through agreements, TxDOT agreements, TxDOT advanced funding agreements, and agreements related to transit, transportation corridors, rail projects, overweight corridors, transit oriented development, as well as other global services and supply chain agreements, and owner-operator agreements. This comprehensive contracting experience is valued by our clients, who see such experience as a major asset in executing their transportation strategies.

Additionally, Bracewell is suited to provide government relations services at both the federal and state levels in the areas of transportation. Blakely Fernandez has been active in drafting and advocating for the transportation legislation before the Texas legislature. The Bracewell governmental affairs team in Washington, DC regularly represents clients before FHWA and USDOT.

## **7. Experience in Procurement Law**

### ***a. Escobedo & Cardenas, LLP***

E & C has advised the HCRMA in procurement matters on an as needed basis.

### ***b. Bracewell LLP***

Bracewell lawyers regularly provide counsel with regard to government procurements and contracting. For example, in our general counsel representation of the Authority, we have advised the Authority on the requirements and merits of the available delivery and finance mechanisms for large transportation projects, including pass through financing, comprehensive development agreements, design build, and design-bid-build. Additionally, we drafted and maintain the Authority's procurement and purchasing policies. After exploring the merits of the available delivery options, we advise the client on the best option for a specific project, and draft the appropriate procurement documents, including selection criteria and process, and assist in managing the procurements and any policies.

We have advised the City of El Paso, Texas on available and appropriate procurement methods for the delivery of critical projects and services, including public/private partnerships ("P3") for project development construction manager at risk, owner's representative, and program manager/operator for project development. Each of these solicitations was developed with the client's unique project goals in mind and utilized innovative approaches to achieving these goals, including initiating a pre-posting industry forum.

Our expertise in procurement law is also beneficial to the private sector, where we frequently represent clients with regard to solicited and unsolicited proposals for P3s, as well as traditional procurement and government contracting matters. For developers, this representation has covered everything from federal contracting and disadvantaged business enterprises opportunities, to structuring urban infill development projects utilizing local and state contracting tools to maximize flexibility and manage party risk, as well as developing soliciting and unsolicited proposals for public private partnerships. For service providers and suppliers, our focus is generally on unique local requirements and goals, like small or minority owned businesses.

## **8. Experience in Developing Public Infrastructure Projects**

### ***a. Escobedo & Cardenas, LLP***

E & C has not provided legal counsel related to the development of public infrastructure projects.

### ***b. Bracewell LLP***

Bracewell has over 50 experienced lawyers dedicated to infrastructure project development, as well as many experienced attorneys specializing in a full range of areas necessary to support such work, including public law, finance, tax, environmental and technology. We understand the pre-development process, from building the initial team, to the preliminary engineering work through final schematics, including the regulatory requirements of environmental clearance and local, state and federal permitting. With regard to transportation projects, we are also familiar with the TxDOT and federal rules and processes. We have comprehensive experience in bid response preparation, risk analysis, the structuring of joint ventures and consortium arrangements, and negotiation of concession agreements, construction contracts, operations and maintenance and asset management agreements and the supporting contracts that are required for the construction, ownership and operation of infrastructure projects.

### **Public Private Partnerships**

Bracewell provides representation on projects ranging from transportation to energy to social infrastructure. P3s for complex transportation projects comprise a significant part of our practice. Our firm has represented the developer of every successful P3 toll project in Texas. We have developed considerable experience in navigating the legal and regulatory framework applicable to negotiating with governmental entities, including sovereign immunity, annual

appropriation requirements, indemnity limitations, bidding statutes, and open meetings and open records acts.

Additionally, the firm represented the Dallas Police and Fire Pension Systems in its post-financial close activities to complete the project and achieve service commencement. This project was named the 2010 North American Bond Deal of the Year by *Project Finance Magazine*.

### **Construction and EPC Contracts**

Bracewell's construction practice represents major infrastructure developers, transportation, energy, chemical and manufacturing companies and construction companies. Our firm has particular strength in the drafting and negotiation of construction and related contracts, including design/build contracts; engineering, procurement and construction (EPC) contracts and engineering services agreements; and related bid documentation. We have familiarity with and have advised clients with respect to the prevailing forms of construction contracts that are used internationally, including the FIDIC contracts and ICE's NEC contract forms.

### **Infrastructure and Construction**

Bracewell's experience in infrastructure and construction demonstrates expertise in complex business contracts and public sector contracts. Bracewell has extensive experience in the representation of governmental entities or other sponsors of investment funds, operating companies and financial institutions in all types of infrastructure project development, finance, construction and operations. Our public and private infrastructure and construction projects have included transportation facilities, offshore projects, marine terminals, water supply and treatment facilities, drainage projects, waste treatment facilities, sports and entertainment venues and a wide variety of energy projects, including transmission facilities. This is supplemented by our award winning experience on public infrastructure projects undertaken through concession arrangements or P3s.

## **9. Conflicts of Interest**

We are not aware of any potential conflicts of interest with the Authority that would preclude E & C or Bracewell from thoroughly and vigorously representing the Authority. E & C or Bracewell will immediately disclose to the Authority if either firm were aware of a client or perspective client being averse to the Authority seeking legal services from the firm with regard to the Authority.

## B. Rate Proposal

Both firms are quite sensitive to the pressure on our clients to control legal expenses and we actively work to keep legal expenses in-line with budget expectations. Cost control starts with working with the Authority to develop a budget and fee arrangements, based on the scope of services, time-line and the circumstances surrounding the particular transaction.

Legal work for the Authority has traditionally been undertaken on an hourly basis. Co-team leaders Luis and Blakely have both offered the Authority reduced, government rates. Based on market changes for South Texas since that time, both firms have significantly increased their standard rates, but have agreed to maintain a government rate based on the Lower Rio Grande Valley market as follows:

Service Provider	Hourly Rate*
Luis Cardenas	\$250
Blakely Fernandez	\$400
E & C Paralegals	\$75

*\* Rates for additional lawyers are provided on an as needed basis.*

As previously mentioned, Bracewell lawyers are available to assist the Authority on an as-need basis as special projects arise.

As has been their practice, Luis and Blakely will not charge for add-ons, like standard printing, long distance calls, or travel time.

Potential fee arrangements we are willing to discuss with the Authority may include one or more of the following options:

- Fixed Fees
- Hourly Fees
- Fees priced on a per bond basis
- Alternative Fee Arrangements

These types of arrangements may be beneficial for specific legal projects.

## C. Insurance Requirements

C & E's professional insurance meets the minimum requirement of \$1,000,000 of coverage. A copy of the firm's insurance certificate is on file with HCRMA.

Bracewell's professional insurance meets the minimum requirement of \$1,000,000 of coverage. A copy of the firm's insurance certificate is on file with HCRMA.

## D. DBE/HUB/SBE

Escobedo & Cardenas, LLP is a small, minority owned law firm, but is not a registered DBE/HUB/SBE firm.

Item 2E

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  2E  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  02/17/19  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  03/05/19  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2019-13 – APPROVAL OF CONTRACT WITH SINGLE RESPONDENT, PLAINSCAPITAL BANK, TO THE REQUEST FOR PROPOSALS FOR BANKING DEPOSITORY SERVICES FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.**
  
2. Nature of Request: (Brief Overview) Attachments:   X   Yes    No  
  
Consideration and Approval of contract with single respondent, PlainsCapital Bank, to the RFP for banking depository services for the HCRMA.
  
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
  
4. Budgeted:    Yes    No   X   N/A
  
5. Staff Recommendation: **Motion to approve Resolution 2019-13 – Approval of contract with single respondent, PlainsCapital Bank, to the Request for Proposals for banking depository services for the Hidalgo County Regional Mobility Authority, as presented.**
  
6. Program Manager’s Recommendation:    Approved    Disapproved   X   None
  
7. Planning Committee’s Recommendation:    Approved    Disapproved   X   None
  
8. Board Attorney’s Recommendation:    Approved    Disapproved   X   None
  
9. Chief Auditor’s Recommendation:    Approved    Disapproved   X   None
  
10. Chief Financial Officer’s Recommendation:   X   Approved    Disapproved    None
  
11. Chief Development Engineer’s Recommendation:    Approved    Disapproved   X   None
  
12. Chief Construction Engineer’s Recommendation:    Approved    Disapproved   X   None
  
13. Executive Director’s Recommendation:   X   Approved    Disapproved    None



**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

# Memorandum

To: S. David Deanda, Chairman  
From: Pilar Rodriguez, PE, Executive Director  
Date: February 19, 2019  
Re: **Resolution 2019-13- Award of Contract to Single Respondent, PlainsCapital Bank, to the RFP for Banking Depository Services for the HCRMA**

---

## **Background**

The Hidalgo County Regional Mobility Authority solicited Request for Proposals (RFPs) for Banking Depository Services. RFPs were available for download through the HCRMA website. Exhibit A shows a list of institutions that downloaded the RFP for Banking Depository Services.

On February 15, 2019, the Hidalgo County Regional Mobility Authority (HCRMA) received a single response to the formal solicitation for Request for Proposals for Banking Depository Services.

## **Goal**

In designating a bank depository, the primary concerns are safety, liquidity, and yield, as well as, an efficient and effective technology for effecting financial transactions.

## **Options**

The Board of Directors may opt to not to approve the contract and request re-solicitation of the Request for Proposals.

## **Recommendation**

Based on review by this office, **approval of Resolution 2019-13 – Award of Contract to single respondent, Plains Capital Bank, to the Request for Proposals for Banking Depository Services is recommended.**

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

**EXHIBIT A**  
**RFP – Banking Depository Services Plan Holders**

**Company**

North America Procurement Council

Texas National Bank

Texas Regional Bank

Wells Fargo & Co

PlainsCapital Bank

BBVA Compass

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
BOARD RESOLUTION NO. 2019-13

AWARD OF CONTRACT TO SINGLE RESPONDENT, PLAINSCAPITAL BANK, TO  
THE REQUEST FOR PROPOSALS FOR BANKING DEPOSITORY SERVICES FOR  
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 5<sup>th</sup> day of March, 2019 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 Board of Directors of the Authority has been constituted in accordance with the Act to address mobility issues in and around Hidalgo County; and

WHEREAS, the Authority requires banking depository services to conduct day to day business; and

WHEREAS, the Authority solicited Request for Proposals for Banking Depository Services; and

WHEREAS, on February 15, 2019, the Authority received a single response to the Request for Proposals for Banking Depository Services; and

WHEREAS, staff is requesting award of contract to the single respondent, PlainsCapital Bank, for Banking Depository Services for the Authority;

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 hereby awards a Professional Service Agreement for Banking Depository Services to PlainsCapital Bank for the Hidalgo County Regional Mobility Authority.
- Section 3. The Board hereby authorizes the Executive Director to execute the Professional Service Agreement with PlainsCapital Bank for Banking Depository Services.

\*\*\*\*\*

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 5<sup>th</sup> day of February, 2019, at which meeting a quorum was present.

---

S. David Deanda, Chairman

Attest:

---

Ricardo Perez, Secretary/Treasurer

Item 2F

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  2F  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  2/19/19  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  3/05/19  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2019-14 – APPROVAL OF CHANGE ORDER 3 TO GOLDEN KEY CONSTRUCTION OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY OFFICE REMODEL PROJECT**
  
2. Nature of Request: (Brief Overview) Attachments:   X   Yes    No  
Consideration and approval of Change Order 3 in the amount of -\$19,738.78
  
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
  
4. Budgeted:    Yes    No   X   N/A
  
5. Staff Recommendation: **Motion to approve Resolution 2019-14 – Approval of Change Order 3 as presented to the Board on February 26, 2019.**
  
6. Program Manager’s Recommendation:    Approved    Disapproved   X   None
  
7. Planning Committee’s Recommendation:    Approved    Disapproved   X   None
  
8. Board Attorney’s Recommendation:    Approved    Disapproved   X   None
  
9. Chief Auditor’s Recommendation:    Approved    Disapproved    None
  
10. Chief Financial Officer’s Recommendation:   X   Approved    Disapproved    None
  
11. Chief Development Engineer’s Recommendation:    Approved    Disapproved   X   None
  
12. Chief Construction Engineer’s Recommendation:    Approved    Disapproved   X   None
  
13. Executive Director’s Recommendation:   X   Approved    Disapproved    None



**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## Memorandum

To: Pilar Rodriguez, P.E.  
HCRMA, Executive Director

From: Ramon Navarro, IV, P.E., C.F.M.  
HCRMA, Construction Engineer

Date: February 18, 2019

Subject: **CO#3 - Office Relocation and Remodel Project**

---

### **Goal**

Consideration and approval of CO#3 to contract with Golden Key Construction for Office Remodel Project.

### **HISTORY**

The Hidalgo County Regional Mobility Authority is currently leasing an office building (approximately 4,534SF) at 203 W Newcombe, Pharr, Texas from the Pharr Economic Development Corporation II. The Authority is proposing to renovate the premises under terms and conditions of current lease agreement.

On June 18, 2018 two (2) bids were received for plans and specifications developed by ARCHIFORM, LLC., inclusive of allowances and bid alternates Project was awarded to Golden Key Construction for the bid amount of \$209,833.84 [ITEM 3A, 8/28/18].

As per terms of existing lease agreement, Lessor of building, Pharr Economic Development Corporation, is responsible for Americans with Disabilities Act [ADA] upgrades and are participating with \$60,583.20.

Base Bid	\$	179,333.78	
Initial Allowances	\$	30,500.00	REQ\$10,000 :Interior signs 1500: MEP Contingency 4500: IT 4000:
ADA CO1	\$	13,500.00	Cabinets / automatic door missing from Arkiiform Plans
Additional Requisites CO2	\$	9,716.00	MEP frame for wall 2500: Elec Box 2000: vinyl floor 1416: ADA ramp /sdwlk 3800
Budget Remediation CO3	\$	(19,738.78)	Deduct from allowances to maintain HCRMA Project Budget

---

Remodel Scope	\$	213,311.00	
(less) ADA Scope	\$	(60,583.20)	By Pharr EDC
	\$	<b>153,489.02</b>	<b>By HCRMA Budget</b>

**STAFF RECOMMENDATION:**

Staff recommends approval of CO#3 for allowance deductions of \$19,738.78; for revised total project cost of \$213,311.00 with additional days.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2019-14

**APPROVAL OF CHANGE ORDER NUMBER 3 TO GOLDEN KEY  
CONSTRUCTION FOR THE HIDALGO COUNTY REGIONAL  
MOBILITY AUTHORITY OFFICE REMODEL PROJECT**

THIS RESOLUTION is adopted this 5<sup>th</sup> day of March, 2019 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, the Act allows the Authority to construct transportation projects within the County; and

WHEREAS, on May 23, May 27, May 30 and June 30 the HCRMA published a notice to bid for the Office Remodel Project; and

WHEREAS, on June 18, 2018, the Authority opened and read into the record two (2) formal sealed bids for the Project from: (i) Golden Key Construction in the amount of \$209,833.78 and (ii) G&C Contractors in the amount of \$237,500.00; and

WHEREAS, Golden Key Construction provided the lowest Project bid in the amount of \$209,833.78; and

WHEREAS, on August 28, 2018 the Authority approved Resolution 2018-42 awarding the construction contract to Golden Key Construction in the amount of \$209,833.78 for the office remodel project; and

WHEREAS, on October 23, 2018 the Authority approved Resolution 2018-63 Change Order Number 1 to the Golden Key Construction contract in the amount of \$13,500.00 for a revised contract amount of \$223,333.78 and

WHEREAS, on January 22, 2019, the Executive Director approved Change Order 2 to the Golden Key Construction contract in the amount of \$9,716.00 for a revised contract amount of \$233,049.78

WHEREAS, the Authority finds it necessary to approve Change Order Number 3 to the Golden Key Construction contract in the amount of \$(19,738.78) for a revised contract amount of \$213,311.00; and

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

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

Section 2. The Board hereby approves Change Order 3 (Exhibit A) with Golden Key Construction in the amount of \$(19,738.78) for the Office Remodel Project and a revised contract amount of \$213,311.00

Section 3. The Board hereby authorizes the Executive Director to execute the agreement with Golden Key Construction.

\*\*\*\*\*

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 5<sup>th</sup> day of March 2019, at which meeting a quorum was present.

---

S. David Deanda, Jr., Chairman

---

Ricardo Perez, Secretary/Treasurer

EXHIBIT A  
CONSTRUCTION CONTRACT  
BETWEEN  
GOLDEN KEY CONSTRUCTION  
AND  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY FOR  
CONSTRUCTION OF  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY OFFICE  
REMODEL PROJECT  
CO#3

CO#1



**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

## Memorandum

To: Pilar Rodriguez, P.E.  
HCRMA, Executive Director

From: Ramon Navarro, IV, P.E., C.F.M.  
HCRMA, Construction Engineer

Date: October 11, 2018

Subject: **CO#1 - Office Relocation and Remodel Project**

---

### **Goal**

Consideration and approval of CO#1 to contract with Golden Key Construction for Office Remodel Project.

### **HISTORY**

The Hidalgo County Regional Mobility Authority is currently leasing an office building (approximately 4,534SF) at 203 W Newcombe, Pharr, Texas from the Pharr Economic Development Corporation II. The Authority is proposing to renovate the premises under terms and conditions of current lease agreement.

On June 18, 2018 two (2) bids were received for plans and specifications developed by ARCHIFORM, LLC., inclusive of allowances and bid alternates Project was awarded to Golden Key Construction for the base bid amount of \$209,833.78 [ITEM 3A, 8/28/18].

As per terms of existing lease agreement, Lessor of building, Pharr Economic Development Corporation, is responsible for Americans with Disabilities Act [ADA] upgrades. An assessment report [Milnet; 8/9/2018] was conducted on proposed plans and existing conditions by a local RAS specialist firm, Milnet. The report exposed one deficiency that was not addressed in proposal, Section 904, comment 25(pages 19-20) of report.

### **ACTION**

**TAS 2012:** 904 Check-Out Aisles and Sales and Service Counters requires a portion of the counter surface that is 36 inches (915 mm) long minimum and 36 inches (915mm) high maximum above the finish floor shall be provided. Existing receptionist counter has a height of 42" high, this does not comply with sections 904.4.1 or 904.4.2. In addition, main building entry (north) requires a push button entry way.

GKC has provided a proposal to address deficiencies a total cost of \$13,500, allocated to PEDC project's contribution of \$60,583.20. Staff is currently reviewing submittals and negotiating allowances. Overall project expenses are summarized below:

Base Bid	\$	209,833.78	
ADA CO	\$	13,500.00	Cabinets / automatic door missing from Arkiiform Plans
Constr Budget	\$	223,333.78	
Allowances	\$	(30,500.00)	HCRMA will work to value engineer these back via budget remainders
Remodel Scope	\$	192,833.78	
(less) ADA Scope	\$	(60,583.20)	By Pharr EDC
	\$	132,250.58	By HCRMA Budget
	\$	142,250.58	Anticipated HCRMA Budget w/ key Allowances [MEP / IT ]
	\$	60,583.20	By Pharr EDC
	\$	202,833.78	Anticipated Construction Budget

**STAFF RECOMMENDATION:**

Staff recommends approval of CO#1 for additional ADA revisions at a cost of \$13,500.00; for revised total project cost of \$223,333.78 with no additional days.



# Change Order

**PROJECT:** Office Relocation and Remodel    
**CONTRACT INFORMATION:**    
**CHANGE ORDER INFORMATION:**  
 Contract For: HCRMA    
 Change Order Number: 01  
 Date: 10/04/2018    
 Date: 10/23/2018

**OWNER:** HCRMA    
**ARCHITECT:** ARKii Form    
**CONTRACTOR:** Golden Key Const  
203 W. Newcombe    
810 Alton Blvd    
304 S. Jackson Rd  
Pharr, Texas 78577    
Alton, Texas 78573    
Pharr, Texas 78577

**THE CONTRACT IS CHANGED AS FOLLOWS:**

Change is due to accommodate ADA (\$8,500) - extra is strictly cost no markup; includes push button for automatic door in front entry (\$5,000).

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ <u>209,833.78</u>
The Net change by previously authorized Change Orders	\$ <u>0.00</u>
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ <u>209,833.78</u>
The (Contract Sum) (Guaranteed Maximum Price) will be <input checked="" type="checkbox"/> increased <input type="checkbox"/> decreased	
<input type="checkbox"/> unchanged by this Change Order in the amount of	\$ <u>13,500.00</u>
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order will be	\$ <u>223,333.78</u>
The Contract Time will be <input type="checkbox"/> increased <input type="checkbox"/> decreased <input checked="" type="checkbox"/> unchanged by	<u>0</u> days.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

<hr/>	<hr/>	<hr/>
ARCHITECT ( <i>Firm name</i> )	CONTRACTOR ( <i>Firm name</i> )	HCRMA OWNER ( <i>Firm name</i> )
<hr/>	<hr/>	<hr/>
SIGNATURE	SIGNATURE	SIGNATURE
<hr/>	<hr/>	<hr/>
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	Pilar Rodriguez, Executive Director PRINTED NAME AND TITLE
<hr/>	<hr/>	<hr/>
DATE	DATE	DATE

## **Golden Key Construction Services**

3409 s. Jackson Rd

Pharr, TX 78577

Raul Aguirre / Estimator

Cell: 956-393-0960

## **HCRMA - ADA break down - \$60, 583.20**

Exterior- demo, haul off, forming, and purposed new, and striping - **\$14,875.00**

-Restroom- per plans

Flooring -**\$4,608.20**

Plumbing- **\$8,000**

Partions- **\$4,900**

Demo **\$1,000**

Framing- **\$4,200**

Insulation and Sheetrock- **\$1,500**

Tape/Float/Texture-**\$ 2,500**

Electrical-**\$2,000**

Water Fountain -**\$2,500**

Door Hardware- **\$1,000**

### **\*Discrepancies on plans cause by ADA Report\*-**

Cabinets will be extra to accommodate to ADA, Plans are not to ADA standards **\$8,500** extra no markup strictly cost

Push button for automatic door (in front entry door) **\$5,000**



# Assessment Report

**Project Number:** 218024

**Project Name:** Hidalgo County RMA

**Address:** 203 W. Newcombe  
Pharr, Texas 78577

**Project Description:** Existing building

**Walk-Thru date:** August 8, 2018

**Report date:** August 9, 2018

Note: This is an assessment report that is non-reported to TDLR AB, it is the owners responsibility to ensure that the facility is in compliance with TDLR AB

---

**Information:**    **202 Existing Buildings and Facilities.**

**202.1 General.**

Additions and alterations to existing buildings or facilities shall comply with 202.

---

TAS 2012:

---

**904 Check-Out Aisles and Sales and Service Counters.**

**904.4 Sales and Service Counters.**

**904.4.1 Parallel Approach.**

A portion of the counter surface that is 36 inches (915 mm) long minimum and 36 inches (915 mm) high maximum above the finish floor shall be provided. A clear floor or ground space complying with 305 shall be positioned for a parallel approach adjacent to the 36 inch (915 mm) minimum length of counter.

**EXCEPTION:** Where the provided counter surface is less than 36 inches (915 mm) long, the entire counter surface shall be 36 inches (915 mm) high maximum above the finish floor.

**Comment 25:** Receptionist counter has a height of 42" high, this does not comply with 904.4.1 or 904.4.2.



Non-Compliant Height

---

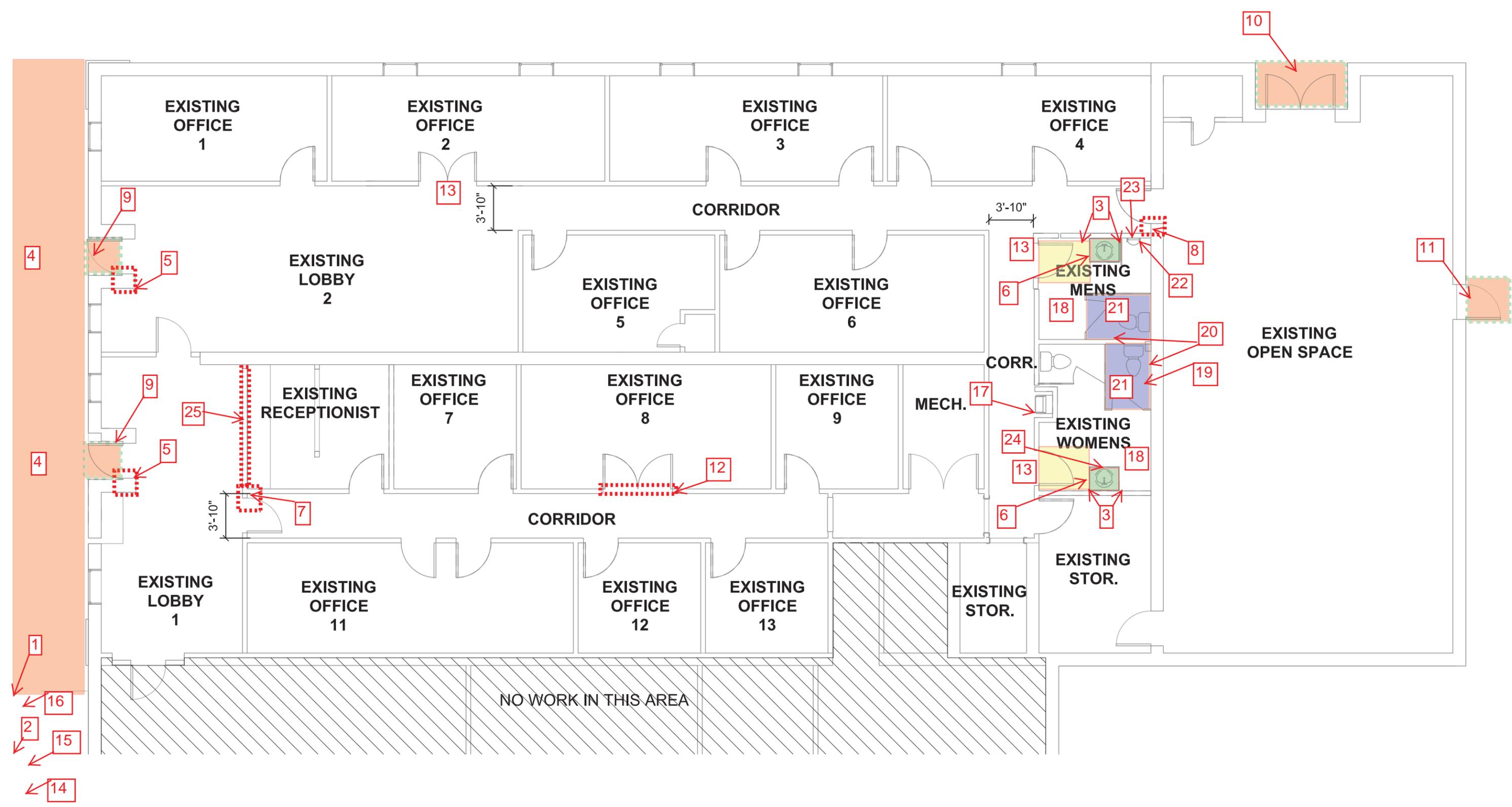
**TAS 2012: 904 Check-Out Aisles and Sales and Service Counters.**

**904.4 Sales and Service Counters.**

**904.4.2 Forward Approach.**

A portion of the counter surface that is 30 inches (760 mm) long minimum and 36 inches (915 mm) high maximum shall be provided. Knee and toe space complying with 306 shall be provided under the counter. A clear floor or ground space complying with 305 shall be positioned for a forward approach to the counter.

**End of Report**



CO#2



# Change Order

PROJECT: Office Relocation and Remodel

CONTRACT INFORMATION:

CHANGE ORDER INFORMATION:

Contract For: HCRMA  
Date: 10/04/201

Change Order Number: 02  
Date: 11/15/2018

OWNER: HCRMA  
203 W Newcombe  
Pharr, Texas 78577

ARCHITECT: Arki Form  
8110 Alton Blvd  
Alton, Texas 78573

CONTRACTOR: Golden Key Const  
3409 S. Jackson Rd  
Pharr, TX 78577

THE CONTRACT IS CHANGED AS FOLLOWS:

- a.) To fabricate a 5070 5 3/4 cased open frame for existing block wall and install frame \$2,500
- b.) Additional electrical junction box, labor and material. \$2,000
- c.) change Flooring to wood vinyl in. A111 :115:121 :124:127:125 \$1,416.00
- d.) Add van accessible handicap ramp (north side of building) \$3,800.00

The original (Contract Sum) (Guaranteed Maximum Price) was	\$ <u>209,833.78</u>
The Net change by previously authorized Change Orders	\$ <u>13,500.00</u>
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	\$ <u>223,333.78</u>
The (Contract Sum) (Guaranteed Maximum Price) will be <input checked="" type="checkbox"/> increased <input type="checkbox"/> decreased	
<input type="checkbox"/> unchanged by this Change Order in the amount of	\$ <u>9,716.00</u>
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order will be	\$ <u>233,049.78</u>
The Contract Time will be <input checked="" type="checkbox"/> increased <input type="checkbox"/> decreased <input type="checkbox"/> unchanged by	<u>15</u> days.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

\_\_\_\_\_  
ARCHITECT (Firm name)

Golden Key Construction Services  
\_\_\_\_\_  
CONTRACTOR (Firm name)

\* HCRMA  
\_\_\_\_\_  
OWNER (Firm name)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

Austin C. Friedrichs  
\_\_\_\_\_  
PRINTED NAME AND TITLE

Chief Construction Engineer  
\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
DATE

11/15/18  
\_\_\_\_\_  
DATE

11/15/2018  
\_\_\_\_\_  
DATE

\* Endorsement by Chief Construction Engineer is based on verbal approval by E.D.

**REFCO**  
**3409 S Jackson Road**  
**Pharr, TX 78577**

Hardware  
 Wood Doors  
 Toilet Partitions  
 Building Specialties

Hollow Metal  
 Glass & Glazing  
 Toilet Accessories  
 Signage

# Estimate

Date	Estimate #
11/12/18	21223

THE DOOR DOCTOR



Quoted To: Golden Key Construcion 3409 S Jackson Road Pharr, TX 78577 6396	Ship To HCRMA 203 W NEWCOMBE AVE PHARR, TX 78577
--	---

Customer E-mail	raulaguirregkc@gmail.com	Ship Via	
-----------------	--------------------------	----------	--

Account #	Rep	P.O. No.	Project
-----------	-----	----------	---------

	ACF		HCRMA
--	-----	--	-------

Qty	U/M	Item	Description	Each	Total
1	LOT	SPECIAL ORDER MATERIAL	5070 5 3/4" CASED OPEN FRAME FOR EXISTING BLOCK WALL CUT OPENING INTO EXISTING BLOCK WALL AND INSTALL FRAME	2,500.00	2,500.00

Quote Good For 30 Days			<b>Subtotal</b>	\$2,500.00
			<b>Sales Tax (0.0%)</b>	\$0.00
			<b>Total</b>	\$2,500.00

Approved By: \_\_\_\_\_ Date \_\_\_\_\_

Phone #	Fax #	E-mail	Web Site
956-687-8261	956-687-6164	sales@refco.ws	www.refco.ws

# QUOTE

Felimon Gauna, Jr.  
(830) 928-1255  
gauna1125@gmail.com

DATE: 11/29/2018

EXPIRATION DATE DATE

TO Raul  
Golden Key Construction

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
	HCRMA		

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Adding a sub-panel to the project		
1	12 circuit indoor surface mount 125 amp panel		
1	12 circuit door panel		
6	Single pole 20 amp breakers		
1	2 pole 60 amp breaker		
20 ft	#6 THHN wire		
10 ft.	#8 THHN wire		
10 ft.	#10 THHN wire		
	1 inch off set nipple w/lock nuts and bushings		
	Labor		
		SUBTOTAL	
		SALES TAX	
		TOTAL	\$2,000.00

Quotation prepared by: **Felimon Gauna, Jr.**

This is a quotation on the goods named, subject to the conditions noted below: \_\_\_\_\_

To accept this quotation, sign here and return: \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS!**

# Rizo Paving

PO.Box 1395  
Mercedes,Tx. 78570  
Contact..Oscar Rizo  
Cell: (956) 789-1947  
Fax : (956) 968-8187  
polarrizo@gmail.com

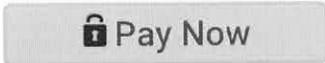
# Invoice

Invoice No: 375  
Date: 12/04/2018  
Terms: NET 30  
Due Date: 01/03/2019

Bill Golden Key Construction  
To: raulaguirregkc@gmail.com

Code	Description	Quantity	Rate	Amount
	Pharr HCRMA Change order for additional ramps and approach Approximately 8 x 25 sidewalks demo and redo	1	\$3,800.00	\$3,800.00

Subtotal \$3,800.00  
Total \$3,800.00  
PAID \$0.00

 Pay Now

Invoice2go  

**Balance Due \$3,800.00**

Rizo Paving

Client's signature



Raul Aguirre &lt;raulaguirregkc@gmail.com&gt;

---

## New Flooring Quote

---

Raul Aguirre &lt;raulaguirregkc@gmail.com&gt;

Wed, Dec 12, 2018 at 2:06 PM

To: "Ramon Navarro, IV, PE, CFM" &lt;ramon.navarro@hcrma.net&gt;

Material with Installation

LVP

1,820 SQFT

Natural Reflections / Woodland Trails

Colors: 66416 or 66421

\$3.80 sqft @ 1,820 = \$6,912.00

From the Schedule of Values **\$5,500** will be credit back to HCRMA.

**Raul Aguirre**  
**Estimator**  
**Golden Key Construction**  
**956-393-0960 Mobile**  
**raulaguirregkc@gmail.com**



Occupancy Schedule Business				
Number	Name	Occupancy	Area	Occupant Load
<b>BUSINESS</b>				
A100	MAIN LOBBY	BUSINESS	283 SF	2
A101	CORRIDOR	BUSINESS	192 SF	1
A102	OFFICE	BUSINESS	183 SF	1
A103	RECEPTIONIST	BUSINESS	63 SF	0
A104	SHARED OFFICE	BUSINESS	220 SF	2
A105	OFFICE	BUSINESS	148 SF	1
A106	CENTRAL FILES	BUSINESS	231 SF	2
A107	OFFICE	BUSINESS	101 SF	1
A108	OFFICE	BUSINESS	113 SF	1
A109	HALL	BUSINESS	50 SF	0
A111	CORRIDOR	BUSINESS	111 SF ●	1
A113	WOMEN'S RESTROOM	BUSINESS	126 SF	1
A114	MEN'S RESTROOM	BUSINESS	119 SF	1
A115	CORRIDOR	BUSINESS	154 SF ●	1
A117	OFFICE	BUSINESS	118 SF	1
A118	OFFICE	BUSINESS	214 SF	2
A119	OFFICE	BUSINESS	231 SF	2
A120	PLOTTER	BUSINESS	156 SF	1
A121	SMALL CONFERENCE ROOM	BUSINESS	500 SF ●	4
A122	OFFICE	BUSINESS	214 SF	2
A123	OFFICE	BUSINESS	177 SF	1
A124	FOYER	BUSINESS	172 SF ●	1
A125	STORAGE	BUSINESS	119 SF	1
A126	LOUNGE	BUSINESS	154 SF	1
A127	CORRIDOR	BUSINESS	58 SF ●	0
<b>BUSINESS</b>			4210 SF	31

UTILITY				
A110	MECH	UTILITY	75 SF	0
A112	STORAGE	UTILITY	55 SF	0
A116	JAN	UTILITY	32 SF	0
<b>UTILITY</b>			161 SF	0

ASSEMBLY				
A125	CONFERENCE ROOM	ASSEMBLY	825 SF ●	54
<b>ASSEMBLY</b>			825 SF	

TOTAL OCCUPANCY LOAD 85 PPL

1,820SF @ \$5 =  
\$5,120

This Page  
Intentionally  
Left Blank

Item 3A

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  3A  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  02/05/19  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  03/05/19  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2019-01 – APPROVAL OF A PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING TO PROVIDE GENERAL ENGINEERING CONSULTANT SERVICES FOR THE HIDALGO COUNTY LOOP SYSTEM OF THE HIDALGO COUNTY REGIONAL MOBILITY.**
  
2. Nature of Request: (Brief Overview) Attachments:   X   Yes    No  
  
Consideration and Approval of the PSA with HDR Engineering, Inc. to provide GEC services for the 365 Tollway Project.
  
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
  
4. Budgeted:   X   Yes    No    N/A
  
5. Staff Recommendation: **Motion to Approve Resolution 2019-01 – Approval of a Professional Service Agreement with HDR Engineering to provide General Engineering Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility, as presented.**
  
6. Program Manager’s Recommendation:    Approved    Disapproved   X   None
  
7. Planning Committee’s Recommendation:    Approved    Disapproved   X   None
  
8. Board Attorney’s Recommendation:    Approved    Disapproved   X   None
  
9. Chief Auditor’s Recommendation:    Approved    Disapproved   X   None
  
10. Chief Financial Officer’s Recommendation:    Approved    Disapproved   X   None
  
11. Chief Development Engineer’s Recommendation:   X   Approved    Disapproved    None
  
12. Chief Construction Engineer’s Recommendation:    Approved    Disapproved   X   None
  
13. Executive Director’s Recommendation:   X   Approved    Disapproved    None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2019-01

APPROVAL OF A PROFESSIONAL SERVICE AGREEMENT  
WITH HDR ENGINEERING TO PROVIDE GENERAL  
ENGINEERING CONSULTANT SERVICES FOR THE HIDALGO  
COUNTY LOOP SYSTEM FOR THE HIDALGO COUNTY  
REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 5<sup>th</sup> day of March 2019, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

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

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

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, the Authority finds it necessary to approve Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority with a maximum amount payable of \$488,657.91;

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

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves the Contract to the Professional Services Agreement with HDR Engineering, Inc. to provide General Engineering Consultant Services to the Hidalgo County Regional Mobility Authority in the amount of \$488,657.91 (hereto attached as Exhibit A in substantially final form).
- Section 3. The Board authorizes the Executive Director to execute the Contract to the Professional Services Agreement for General Engineering Consultant Services after review by counsel.

\*\*\*\*\*

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 5<sup>th</sup> day of March, 2019, at which meeting a quorum was present.

---

S. David Deanda, Jr., Chairman

---

Rick Perez, Secretary/Treasurer

EXHIBIT A

PROFESSIONAL SERVICE AGREEMENT  
FOR  
GENERAL ENGINEERING CONSULTANT SERVICES  
BETWEEN  
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
AND  
HDR ENGINEERING, INC.

STATE OF TEXAS  
COUNTY OF HIDALGO

§  
§

**PROFESSIONAL SERVICES AGREEMENT FOR  
GENERAL ENGINEERING CONSULTANT SERVICES**

**THIS CONTRACT FOR GENERAL ENGINEERING CONSULTANT SERVICES** is made by and between the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter the “Authority”) and HDR Engineering Inc. (hereinafter the “GEC”), having its principal business address at 4828 Loop Central Drive, Ste. 800, Houston, TX 77081 for the purpose of contracting for general engineering consulting services (hereinafter the “Agreement”).

**WITNESSETH**

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

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

WHEREAS, pursuant to the Procurement and the Authority Board of Director’s (the Board’s) ranking of respondents thereto, the Board finds it to be in the best interest of the Authority to engage the GEC to provide general engineering consulting services as required for the development, financing, and construction of the Project as approved by the Authority to wit: the Hidalgo County Loop System, and the component projects thereunder, including the 365 Tollway and the IBTC Project (the “Project”);

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

**AGREEMENT**

**ARTICLE I**

**SCOPE OF SERVICES TO BE PROVIDED BY THE GEC**

1.1 The GEC shall timely perform those engineering services for the fulfillment of the Agreement. All work shall be subject to review and approval by the Authority, and, if appropriate, the Texas Department of Transportation and the Federal Highway Administration. Notwithstanding anything to the contrary in this Agreement or in any other Agreement document relating to the project, in performing its work under this Agreement GEC shall perform its services to the standard of care of a reasonable engineer that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by GEC.

1.2 The Authority and the GEC will furnish items and perform those services for fulfillment of the Agreement as identified in Attachment B, Services to be provided by the Authority and Attachment C, Services to be provided by the GEC. All services provided by the GEC will conform to standard engineering practices and applicable

rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers.

## **ARTICLE II AGREEMENT PERIOD**

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on March 31, 2020 unless the Agreement period is: (1) extended by the parties for up to two (2) additional one (1) year terms; (2) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements; (3) extended due to a work suspension as provided for in Attachment A, Section 3, Paragraph C; or (4) otherwise terminated in accordance with Attachment A, General Provisions, Section 14, Termination. Any work performed or cost incurred before or after the Agreement period shall be ineligible for payment or reimbursement.

## **ARTICLE III COMPENSATION**

3.1 **Maximum Amount Payable.** The maximum amount payable under this contract is Four-hundred eighty-eight thousand six-hundred fifty-seven dollars and 91 cents (\$488,657.91) unless modified (1) modified written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements or (2) modified through a work authorization as set forth in Article V, provided that such work authorizations is adopted by Board action.

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

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

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

## **ARTICLE IV PAYMENT REQUIREMENTS**

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

4.2 **Billing Statement.** The billing statement shall show the work authorization number for each work authorization included in the billing, the total amount earned to the date of submission, and the amount due and

payable as of the date of the current billing statement for each work authorization. The billing statement shall indicate if the work has been completed or if the billing is for partial completion of the work. The lump sum fee will be paid in proportion to the percentage of work completed per work authorization.

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

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

**4.5 Withholding Payments.** The Authority reserves the right to withhold payment of the GEC's billing statement in the event of any of the following: (1) If a dispute over the work or costs thereof is not resolved within a thirty (30) day period; (2) pending verification of satisfactory work performed and compliance with the terms of this Agreement; (3) the GEC becomes a delinquent obligor as set forth in Section 231.006 of the Family Code; or (4) required reports are not received. In the event that payment is withheld, the Authority shall notify the GEC and give a remedy that would allow the Authority to release the payment.

**4.6 Required Reports.**

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

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

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

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

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

**4.9 Audit.** The Authority auditor may conduct an audit or investigation of any entity receiving funds from the Authority directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the Authority's right or the Authority's auditor right, to conduct an audit or investigation in

connection with those funds. An entity that is the subject of an audit or investigation must provide the Authority auditor with access to any information the Authority auditor considers relevant to the investigation or audit.

**ARTICLE V  
WORK AUTHORIZATIONS**

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

**ARTICLE VI  
SIGNATORY WARRANTY**

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

**ARTICLE VII  
NOTICES**

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

<b>GEC:</b> HDR Engineering Inc. 4828 Loop Central Drive, Suite 800 Houston, TX 77081 Attn: {David Weston, Vice President}	<b>Authority:</b> Hidalgo County Regional Mobility Authority (HCRMA) 203 W. Newcome Ave. Pharr, Texas 78577 Attn: Executive Director
--	--

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

**ARTICLE VIII  
INCORPORATION OF PROVISIONS**

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

**SIGNATORIES**

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

**AUTHORITY**

**GEC**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

Name: David C. Weston

Title: Executive Director

Title: Vice President/Area Manager

HDR Engineering, Inc.

Hidalgo County Regional Mobility Authority

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

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

:

**LIST OF ATTACHMENTS TO AGREEMENT  
FOR GENERAL ENGINEERING CONSULTING SERVICES  
INCORPORATED INTO THE AGREEMENT BY REFERENCE**

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

**ATTACHMENT A  
GENERAL PROVISIONS**

**INDEX TO PROVISIONS**

<b>Section</b>	<b>Title</b>
1	Work Authorizations
2	Progress
3	Suspension of Work
4	Additional Work
5	Changes in Work
6	Supplemental Agreements
7	Ownership of Data
8	Public Information
9	Personnel, Equipment and Material
10	Subcontracting
11	Inspection of Work
12	Submission of Reports
13	Violation of Contract Terms (Breach of Agreement)
14	Termination
15	Compliance with Laws
16	Indemnification
17	GEC's Responsibility
18	Non-collusion
19	Insurance
20	Gratuities
21	DBE/HUB Requirements
22	Maintenance, Retention and Audit of Records
23	Civil Rights Compliance
24	Patent Rights
25	Computer Graphics Files
26	Child Support Certification
27	Disputes
28	Successors and Assigns
29	Severability
30	Prior Agreements Superseded
31	Conflict of Interest
32	Office of Management and Budget (OMB) Audit Requirements
33	Certifications

## ATTACHMENT A GENERAL PROVISIONS

### SECTION 1. WORK AUTHORIZATIONS

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

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

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

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

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

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

## ATTACHMENT A GENERAL PROVISIONS

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

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

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

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

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

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

### SECTION 2. PROGRESS

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

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

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

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

## ATTACHMENT A GENERAL PROVISIONS

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

**E. Corrective Action.** Should the Authority determine that the progress of work does not satisfy the milestone schedule set forth in a work authorization, the Authority shall review the work schedule with the GEC to determine the nature of corrective action needed. The GEC shall respond to the Authority's proposal for corrective action within three (3) business days.

### SECTION 3. SUSPENSION OF WORK AUTHORIZATION

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

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

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

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

### SECTION 4. ADDITIONAL WORK

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

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

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

## ATTACHMENT A GENERAL PROVISIONS

### SECTION 5. CHANGES IN WORK

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

**B. Work Does Not Comply with the Agreement.** If the GEC submits work that does not comply with the terms of this Agreement, the Authority shall instruct the GEC to make such revision as is necessary to bring the work into compliance with this Agreement. Such revision shall be provided to the Authority within ten (10) business days, unless otherwise agreed to in writing by the parties. No additional compensation shall be paid for this work.

**C. Errors/Omissions.** The GEC shall make revisions to the work authorized in this Agreement which are necessary to correct errors or omissions appearing therein, when required to do so by the Authority. Such revision shall be provided to the Authority within ten (10) business days, unless otherwise agreed to in writing by the parties. No additional compensation shall be paid for this work.

### SECTION 6. SUPPLEMENTAL AGREEMENTS

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

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

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

### SECTION 7. OWNERSHIP OF DATA

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

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

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

## ATTACHMENT A GENERAL PROVISIONS

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

### SECTION 8. PUBLIC INFORMATION AND CONFIDENTIALITY

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

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

### SECTION 9. PERSONNEL, EQUIPMENT AND MATERIAL

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

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

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

**D. Replacement of Key Personnel.** The GEC must notify the Authority in writing as soon as possible, but no later than three (3) business days after a project manager or other key personnel is removed from association with this Agreement, giving the reason for removal.

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

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

## ATTACHMENT A GENERAL PROVISIONS

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

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

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

### SECTION 10. SUBCONTRACTING

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

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

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

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

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

### SECTION 11. INSPECTION OF WORK

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

## ATTACHMENT A GENERAL PROVISIONS

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

### SECTION 12. SUBMISSION OF REPORTS

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

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

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

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

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

### SECTION 14. TERMINATION

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

1. By mutual agreement and consent, in writing from both parties.
2. By the Authority by notice in writing to the GEC as a consequence of failure by the GEC to perform the services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations, as set forth herein after notice and a thirty (30) day period for cure.
4. By either party, upon the other's making of a general assignment for the benefit of creditors or bankruptcy, reorganization, receivership, insolvency, liquidation, or other similar proceedings are instituted by or against the party which result in an entry of or an order of any such relief and if such proceedings are instituted and such order is not vacated, discharged, stayed, or bonded pending appeal within one hundred twenty (120) days after the entry hereof.
5. By the Authority for reasons of its own, not subject to the mutual consent of the GEC, by giving at least ten (10) business days' notice of termination in writing to the GEC.
6. By the Authority, if the GEC violates the provisions of Attachment A, General Provisions Section 21, Gratuities.
7. By satisfactory completion of all services and obligations described herein.

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

## ATTACHMENT A GENERAL PROVISIONS

**C. Value of Completed Work.** If the GEC defaults in the performance of this Agreement or if the Authority terminates this Agreement for fault on the part of the GEC, the Authority will give satisfactory consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in Attachment E, Fee Schedule) by the GEC in performing the work to the date of default; (2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the Authority; (4) the cost to the Authority of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; and (6) other factors which affect the value to the Authority of the work performed.

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

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

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

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

### SECTION 15. COMPLIANCE WITH LAWS

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

### SECTION 16. INDEMNIFICATION

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

## ATTACHMENT A GENERAL PROVISIONS

AFFILIATE OR PERSON EMPLOYED OR ENGAGED BY THE GEC, AND THE DEFENSE OF ANY SUCH CLAIMS, LIABILITY, ACTION, OR LOSS.

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

**C.** NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PROJECT OR THE AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO ANY SUCH DAMAGES CAUSED BY THE NEGLIGENCE, ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT, OR WARRANTY, EXPRESS OR IMPLIED.

### SECTION 17. GEC'S RESPONSIBILITY

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

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

**C. Seal.** The responsible Engineer shall sign, seal and date all appropriate engineering submissions to the Authority in accordance with the Texas Engineering Practice Act and the rules of the Texas Board of Professional Engineers.

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

### SECTION 18. NONCOLLUSION

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

**B. Liability.** For breach or violation of this warranty, the Authority shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or compensation, or otherwise recover,

## ATTACHMENT A GENERAL PROVISIONS

the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

### SECTION 19. INSURANCE

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

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

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

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

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

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

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

### SECTION 20. GRATUITIES

Employees of the Authority shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the Authority under this Agreement. Any person doing business with or who may reasonably speaking do business with the Authority under this Agreement may not make any offer of benefits, gifts, or favors to Authority or TxDOT employees. Failure on the part of the GEC to adhere to this

## ATTACHMENT A GENERAL PROVISIONS

policy may result in the termination of this Agreement.

### **SECTION 21. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS**

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

### **SECTION 22. MAINTENANCE, RETENTION AND AUDIT OF RECORDS**

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

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

### **SECTION 23. CIVIL RIGHTS COMPLIANCE**

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

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

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

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

## ATTACHMENT A GENERAL PROVISIONS

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

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

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

### **SECTION 24. PATENT RIGHTS**

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

### **SECTION 25. COMPUTER GRAPHICS FILES**

The GEC agrees to comply with Attachment G, Computer Graphics Files for Document and Information Exchange, if determined by the Authority to be applicable to this Agreement.

### **SECTION 26. CHILD SUPPORT CERTIFICATION**

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

## ATTACHMENT A GENERAL PROVISIONS

### SECTION 27. DISPUTES

**A. Disputes Not Related to Agreement Services.** The GEC shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the GEC in support of the services authorized herein and shall fully indemnify the Authority (including its Board of Directors, officers, consultants, agents, and employees) for any and all liabilities arising from such disputes.

**B. Disputes Concerning Work or Cost.** Any dispute concerning the work hereunder or additional costs, or any non-procurement issues shall be settled between the parties by mediation and if mediation is unsuccessful then parties go to trial under Texas State law. Mediation under this Section 27.B shall be in accordance with Article 4 of the then-current rules of the American Arbitration Association (“AAA”) and will be a lawyer with at least ten (10) years’ experience and with no conflict of interest (the “Mediator”). The Mediator will perform a non-binding mediation in accordance with those AAA rules in Hidalgo County, Texas (the “Mediation”). The parties agree to participate in at least eight (80) hours of Mediation within thirty (30) days of the submission of the dispute to the Mediator unless the dispute is resolved to the satisfaction of the parties within that thirty (30) day period. The parties each agree to pay one-half (1/2) of the costs charged by the Mediator.

### SECTION 28. SUCCESSORS AND ASSIGNS

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

### SECTION 29. SEVERABILITY

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

### SECTION 30. PRIOR AGREEMENTS SUPERSEDED

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

### SECTION 31. CONFLICT OF INTEREST

**A. Representation by GEC.** The undersigned represents that its firm has no conflict of interest that would in any way interfere with its or its employees’ performance of services for the Authority or which in any way conflicts with the interests of the Authority. The firm shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Authority’s interests. The GEC represents that it has an internal ethics and compliance program that meets the requirements under TxDOT’s contracting guidelines.

**B. Certification Status.** The GEC certifies that it is not:

1. a person required to register as a lobbyist under Chapter 305, Government Code; or
2. a public relations firm.

**C. Environmental Disclosure.** If the GEC will prepare an environmental impact statement or an environmental assessment under this Agreement, the GEC certifies by executing this Agreement that it has no financial or other

## ATTACHMENT A GENERAL PROVISIONS

interest in the outcome of the project on which the environmental impact statement or environmental assessment is prepared.

**D. Subcontractors.** GEC shall require subcontractors to this Agreement to comply in full with the Authority's and TxDOT's conflict of interest policies, rules, and guidelines.

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

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

### **SECTION 33. CERTIFICATIONS**

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

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

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

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

**D. Federal Aid Project.** If all or part of the Project is a federal aid project, GEC is required to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), which prohibit the use under non-exempt federal contract, grants, or loans of facilities included on the EPA List

## ATTACHMENT A GENERAL PROVISIONS

of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the USEPA Assistant Administrator of Enforcement.

**E. No Boycott.** Section 2270.002, Texas Government Code, provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification form from the company that it (i) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. GEC hereby verifies that if it is a company, as that term is defined in Section 2270.002, it does not boycott Israel, and will not boycott Israel during the term of any contract with Owner. For the purposes of this representation, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel (or in an Israeli-controlled territory), but does not include an action made for ordinary business purposes. GEC’s verification is a material representation upon which the Authority has relied in entering into this Agreement. Should the Authority determine, at any time, that this certification is false, or should it become false due to changed circumstance, the Authority may terminate this Agreement.

**F. Taxes Paid.** GEC warrants that any and all taxes that GEC may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real property, sales and franchise taxes, are current, and paid to the fullest extent liable as of the effective date of this Agreement and shall remain so throughout the duration of this Agreement.

**G. No Liens.** The Texas Property Code protects publicly-owned property from attachment, execution, and forced sale. No contractor, subcontractor, or material supplier may impose a lien on public property. GEC agrees that Authority property shall remain free and clear from all liens or claims for liens related to the work unless expressly authorized by the Authority in writing. If any lien or claim of lien, whether choate or inchoate (collectively, any “Mechanic’s Lien”) is filed against the interest of the Authority by reason of any work, labor, services, or materials supplied or claimed to have been supplied by or on behalf of GEC, or any of its agents or subcontractors, GEC shall notify Authority within ten (10) days after the date GEC either actually or constructively has knowledge of the Mechanic’s Lien. At its sole cost and expense, GEC shall cause the same to be satisfied or discharged of record, or effectively prevent the enforcement or foreclosure thereof against the site by injunction, payment, deposit, bond, order of court or otherwise with ten (10) business days after initial notice was provided to Authority. This provision will survive the expiration or termination of this Agreement. GEC warrants that it has not and does not hold any liens against public property in the State of Texas.

**H. Form 1295.** Submitted herewith this Agreement is a completed and notarized form 1295 generated by the Texas Ethics Commission’s (the “TEC”) electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (a “Form 1295”) for the GEC. The Authority is not responsible for the information contained in the Form 1295 and has not verified such information.

**I. Subcontractors.** All subcontractors, subconsultants, subproviders, and subrecipients to GEC under this Agreement must provide the certifications and representations of this Section 33, as well as Sections 15, 18, 21, 23, 26, and 31, as well as agree to compliance with all of the terms and conditions, responsibilities and obligations of the GEC provided for in this Agreement.

## **ATTACHMENT B SERVICES TO BE PROVIDED BY THE AUTHORITY**

### **GENERAL**

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

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

**PS&E** P.S. & E. Development

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

1. Authorization to begin work.
2. Timely payment for work performed by the **GEC** and accepted by the **AUTHORITY** on a monthly basis.
3. Assistance to the **GEC**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **GEC** cannot easily obtain.
4. Provide any available relevant data the **AUTHORITY** may have on file concerning the project.
5. Review and approve the **GEC**'s progress schedule with milestone activities and/or deliverables identified.
6. Provide timely review and decisions in accordance with **TxDOT's Advanced Funding Agreement for SH365** in response to the **GEC**'s request for information and/or required submittals and deliverables, in order for the **GEC** to maintain the agreed-upon work schedule identified in Attachment F.
7. Request Project CSJ's from TxDOT.
8. Provide available Aesthetic plans and details for project.

### **ROUTE AND DESIGN STUDIES**

The **AUTHORITY** will provide the following:

#### **Design Criteria**

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

#### **Schematic Update**

1. Provide all available design and reference files in electronic (.dgn) format for existing schematic.
2. Provide available drainage layout currently on file in Arcview Format
3. Assist the **GEC** with obtaining cost estimates, geotechnical reports, environmental documents, and as-built plans from TxDOT which are relevant to the Project for connectivity and continuity.

**ATTACHMENT B**  
**SERVICES TO BE PROVIDED BY THE AUTHORITY**

**SOC, ECO AND ENVIRON STUDIES & PUBLIC INVOLVEMENT**

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

**RIGHT-OF-WAY DATA**

The **AUTHORITY** will provide the following services and available information:

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

**FIELD SURVEYING AND PHOTOGRAMMETRY**

The **AUTHORITY** will provide the following available information:

Deliverables:

1. Survey Control Data Sheets signed and sealed by a RPLS on 11X17 .pdf sheets.
2. 2d-planimetric, 3d-digital terrain model in a Microstation (.dgn) format delivered on a thumb drive or an e-mail. Also to be included is the TIN file, and Geopak files utilized and/or generated by Surveyor.
3. Pdf of Field Surveying Book and Data.
4. All survey information required for the development of the PS&E for the project.

**MANAGEMENT**

The **AUTHORITY** will provide the following:

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

**ATTACHMENT C  
SERVICES TO BE PROVIDED BY THE GEC**

**ATTACHMENT C**

**SERVICES TO BE PROVIDED BY THE GENERAL ENGINEERING CONSULTANT**

**1. Introduction**

The work to be performed will include project management services necessary to perform and/or oversee advance project development, design, right-of-way acquisition, utility adjustment, environmental permitting and compliance monitoring, construction, and miscellaneous engineering for the Hidalgo County Regional Mobility Authority (HCRMA), including technical support of HCRMA activities in the development of transportation projects (Projects). The HCRMA reserves the right, in its sole discretion, to self-perform certain elements of the work associated with the Projects; to engage the services of one or more consultants, other than the General Engineering Consultant (GEC), to perform certain elements of work; or to assign the work to the GEC through signed Work Authorizations issued under this Agreement.

As requested by the HCRMA through signed Work Authorizations issued under this Agreement, the GEC shall provide the HCRMA with project management and engineering services necessary for various individual project elements associated with the Projects, including, without limitation:

- The overall project oversight, management, scheduling, administration, review and coordination of consultant-prepared deliverables for various project elements.
- Self-performance of work by the GEC for various project elements; and

The work may include activities such as transportation systems, planning, environmental activities, schematic development, roadway design, traffic engineering and operations studies, traffic operations design, hydraulic design and analysis, construction management, geotechnical services, surveying and mapping, architecture, right-of-way acquisition services, utility adjustments, toll systems coordination and other miscellaneous engineering tasks assigned by the HCRMA.

The GEC shall coordinate and perform all work on those projects identified as being the GEC's responsibility on signed Work Authorizations in accordance with the generally accepted standards of care in the industry. In the case of oversight activities for construction contract administration, or consultant-prepared PS&E, the GEC shall endeavor to provide documentation to HCRMA that design criteria and construction specifications are followed, that payment requests are being incurred in conformance with contractual arrangements between the HCRMA and the consulting firms, and/or construction firms (Providers), and that the schedules of development and construction occur in a manner in accordance with schedules identified by the HCRMA, in conjunction with the GEC and Providers. The GEC shall communicate regularly with representatives of the HCRMA, and shall, at the HCRMA's request, procure and/or provide quality assurance/quality control services in relation to the projects under development by the HCRMA.

When providing oversight activities for various project elements, the GEC will be acting as an extension of HCRMA staff by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this Agreement. The GEC shall not control design or construction of the projects. Oversight reviews by the GEC will not relieve the Providers of sole responsibility for their work on the project, for the means and methods of construction, or for health or safety precautions in connection with the work.

**ATTACHMENT C**  
**SERVICES TO BE PROVIDED BY THE GEC**

As necessary, the scope of services to be provided by the GEC shall be further defined within Work Authorizations issued by the HCRMA and signed by GEC pursuant to this Agreement.

**2. Design**

The GEC shall perform design work or provide oversight reviews for designs submitted by Providers including, but not limited to:

- A. Schematic designs;
- B. Preliminary, intermediate, and final design packages;
- C. Preliminary, intermediate, and final bridge plans;
- D. Miscellaneous structures;
- E. Boring plans, and preliminary and final geotechnical reports;
- F. Preliminary, intermediate, and final level of service traffic analyses reports;
- G. Signalization studies, warrants and plans;
- H. Drainage designs;
- I. Hydraulic and scour studies and FEMA submittals for stream crossings;
- J. Landscape designs;
- K. Aesthetic elements;
- L. Toll facility designs;
- M. Miscellaneous designs;
- N. Participation in comment resolution processes;
- O. Requests for variances, deviations, or design exceptions;
- P. Shop drawing review and coordination;
- Q. Notices of design changes during construction;
- R. Requests for information during construction; and
- S. Other design-related issues that arise during construction.

**3. Right-of-Way**

The GEC shall provide assistance, technical support, and coordination for Right-of-Way (ROW) acquisition efforts, or provide oversight reviews of ROW acquisition activities submitted by Providers, including, but not limited to:

**ATTACHMENT C**  
**SERVICES TO BE PROVIDED BY THE GEC**

- A. Correspondence and coordination with property owners;
- B. Right of entry agreements with property owners;
- C. ROW maps and plats;
- D. Tracking of additional properties;
- E. Appraisals and appraisal reviews;
- F. Acquisition packages;
- G. Relocation packages;
- H. Eminent Domain packages;
- I. Support in Eminent Domain hearings and jury trials, including expert witness testimony as may be requested by the HCRMA;
- J. Coordinate the process of transferring title from the jurisdictions to the HCRMA;
- K. Assist with addressing funding issues that may arise with the jurisdictions;
- L. Review the title policies and confirm with ROW map;
- M. Assistance with leasing agreements and land swap/exchange agreements;
- N. Coordinate contracting for and demolition of improvements on HCRMA ROW, as needed;
- O. Monitor removal of underground storage tanks found during construction;
- P. Possession and use agreements;
- Q. Processing ROW payments and deposits;
- R. Review of permits associated with demolition of improvements on properties;
- S. Providing assistance with any encroachment issues during construction; and
- T. Maintaining ROW data in a database.

**4. Utility Adjustments**

The GEC shall provide assistance, technical support, and coordination for utility adjustment efforts, or provide oversight reviews of utility adjustment work submitted by Providers, including, but not limited to:

- A. Technical support to resolve contract and design issues with utilities impacted by the projects;
- B. Utility adjustment agreements including plans, estimates, and property interests;
- C. New utility permits which may impact the projects;

**ATTACHMENT C**  
**SERVICES TO BE PROVIDED BY THE GEC**

1. Utilities in TxDOT ROW – Permits requested of TxDOT
2. Utilities in HCRMA ROW – Permits requested of HCRMA
- D. New utility designs and provide assistance with payment authorization;
- E. Review of claims of unidentified utilities submitted by Providers and processing of necessary documents for unidentified utilities;
- F. Providing assistance in resolving utility conflicts;
- G. Providing oversight review of location, materials, and backfilling of trenches associated with utility adjustments;
- H. Monitoring and reporting utility adjustment status; and
- I. Providing assistance in scheduling issues and conflict resolution with utility owners and other outside agencies.

**5. Environmental**

The GEC shall provide assistance, technical support, and coordination for environmental permitting efforts and compliance monitoring, or provide oversight of these environmental activities performed by Providers, including, but not limited to:

- A. Preparation of Texas Historical Commission (THC) permit application(s) and performance of archeological surveys, testing, and data recovery as necessary in Schematic ROW, as well as production of interim and final reports for State Historic Preservation Office (SHPO) concurrence.
- B. Preparation of United States Army Corps of Engineers (USACE) Section 404 permit application and completion of wetland delineations in Schematic ROW in accordance with the USACE 1987 Wetland Delineation Manual.
- C. Environmental site assessments (ESAs) for ROW parcels to be acquired for the projects;
- D. Phase II ESA proposed scopes of work and Investigative Work Plans for ROW parcels with potential Recognized Environmental Conditions discovered during ESA process;
- E. Letters to Affected Property Owners and meet with concerned citizens as needed;
- F. Public Meeting or Hearing plans and participate in presentations as needed;
- G. Archeological and Historic Property Phase I & II survey reports, Test/Data Recovery Plans and reports, and SHPO-FRHP nomination packages;
- H. Environmental Studies per NEPA;
- I. Submissions to the USACE related to the Section 404 permit, including: preliminary design submittals, Pre-Construction Notifications, and Permit Modification Requests;

**ATTACHMENT C**  
**SERVICES TO BE PROVIDED BY THE GEC**

- J. Storm Water Pollution Prevention Plans for submittal to Texas Commission on Environmental Quality (TCEQ);
- K. Review of design plans and design changes for conformance with environmental commitments;
- L. Review of field construction activities for conformance with permits and environmental commitments; and
- M. Maintaining database to track and verify permit compliance and clearance for construction.

**6. Construction Oversight**

The GEC shall provide construction oversight including, but not limited to:

- A. Establishment of field offices and field testing laboratories;
- B. Development of construction oversight procedures for use in the field during construction oversight efforts;
- C. Review of concrete, asphalt, and lime mix designs submitted by Providers;
- D. Review of ongoing construction activities by Providers;
- E. Owner verification testing of materials incorporated into the projects;
- F. Coordination with TxDOT on adjacent projects;
- G. Maintaining materials testing results provided by the GEC and Providers in a database and performing statistical analyses related to materials testing data;
- H. Review of traffic control plans submitted by Providers;
- I. Address traffic issues including detours and traffic pattern changes;
- J. Review/processing of requests for information(RFIs) and review of notices of design changes;
- K. Review of non-conformance reports, including concurrence with remedial action as required;
- L. Review of work performed and documentation provided by independent construction quality assurance firms that is performing the acceptance inspection and testing;
- M. Performance of audits of work by independent construction quality assurance firms and Providers to verify conformance with the contract documents;
- N. Providing assistance and technical support for review of schedules and schedule updates submitted by Providers;
- O. Participation in scheduling briefings from Providers;
- P. Reviewing and providing recommendations for processing of draw requests submitted by Providers;

**ATTACHMENT C**  
**SERVICES TO BE PROVIDED BY THE GEC**

- Q. Coordinate with Providers to resolve Project issues in the field.
- R. Assisting in value engineering proposal preparation, evaluation and negotiations;
- S. Assisting in change order negotiations and provide review of change order documentation; and
- T. Assisting in dispute negotiations and claim resolutions.

**7. Facility Maintenance Agreement**

The GEC shall provide assistance, technical support, and coordination for Facility Maintenance Agreement (FMA) support activities including, but not limited to:

- A. FMA contract administrative duties;
- B. Maintenance cost estimates;
- C. Review evaluation data required by the FMA as submitted by maintenance contractor and recommend corrective action;
- D. Review work plans submitted by maintenance contractor;
- E. Provide oversight, inspection, and material testing for applicable construction related items;
- F. Monitor maintenance contractor subcontracts;
- G. Monitor insurance and bond requirements of the FMA;
- H. Review monthly draw requests;
- I. Assist in preparation, review, and negotiation of change orders;
- J. Assist in enforcement of maintenance contractor representations and warranties; and
- K. Assist with the resolution of claims or disputes.

**8. Toll Systems**

As requested by the HCRMA, the GEC shall provide assistance, technical support, and coordination for toll system activities including, but not limited to:

- A. Assist in management of the Toll Management System (TMS) Integrator;
- B. Assist in contracting and managing the TMS Operations Consultant;
- C. Assist in contracting and managing the Regional Service Center (RSC) System Integrator;
- D. Assist in contracting and managing the RSC Operations Consultant;
- E. Provide Program administration;

**ATTACHMENT C**  
**SERVICES TO BE PROVIDED BY THE GEC**

- F. Implement records management;
- G. Develop system requirements for TMS;
- H. Review the Detailed Requirements and Design Document, Configuration Workbooks, and User Guides for TMS;
- I. Develop a TMS Security Plan; and
- J. Review and recommend approval of the TMS Communications Plan.

**9. Public Involvement**

The GEC shall provide assistance, technical support, and coordination for public relations and public outreach including, but not limited to:

- A. Public inquiries regarding the projects;
- B. Inquiries from public officials regarding the projects;
- C. Responses to open records requests;
- D. Preparation of monthly activity reports for the projects;
- E. Maintenance of web site information;
- F. Publishing traffic notices associated with construction of the projects; and
- G. Presentations and tours for delegations visiting the project offices and project sites.

**10. Communications**

The GEC shall provide assistance, technical support, and coordination for ongoing support and maintenance of an Electronic Document Management System (EDMS) including, but not limited to:

- A. Security monitoring of network access;
- B. Troubleshooting of issues for the system users;
- C. Maintenance of database and software associated with the EDMS and the user interfaces with the EDMS;
- D. Maintenance of the tracking databases for submittals, issues, materials test data, and related technical data associated with the projects;
- E. Maintenance of the project web sites;
- F. Backup of data generated for the projects;
- G. Identification, receipt, entry into the EDMS, tracking/logging and distribution of documents (incoming or outgoing), submittals/deliverables;

**ATTACHMENT C**  
**SERVICES TO BE PROVIDED BY THE GEC**

- H. Auditing of information associated with the documents in the EDMS;
- I. Retrieval of documents as a result of open records requests;
- J. Providing mail services for the project office including receipt, logging, capture into the EDMS and distribution of incoming/outgoing faxes, mail (US, priority, courier, internal and external); and
- K. Training of project personnel in the use of the EDMS applications and work processes.

**11. Contract Support**

The GEC shall provide assistance, technical support, and coordination for contract support activities including, but not limited to:

- A. Establishment of project office(s) including operational supplies, furnishings, telephone systems, and office equipment;
- B. Procurement of toll booths;
- C. Provide technical assistance for financial plan preparation and updates;
- D. Provide technical assistance in identification of programs and development of grant submissions pertaining to cooperative endeavors including homeland security initiatives;
- E. Coordination of GEC's subconsultant efforts;
- F. Management assistance as requested;
- G. Providing project administration for the services to be provided for this contract; and
- H. Other tasks as may be reasonably requested by the HCRMA.

**12. Research, Economic and Financial Analysis and Planning Support**

The GEC shall provide assistance, technical support, and coordination for research, economic and financial analysis and planning support activities including, but not limited to:

- A. Support the development of Capital Improvement Plan / Strategic Plan (CIP);
- B. Develop financial implementation plan and/or Sustainable Financial Plan;
- C. Develop risk analysis and risk mitigation plans;
- D. Develop asset management plans;
- E. Analyze the needs for additional transportation reinvestment zones;
- F. Financial modeling and impact analyses;

**ATTACHMENT C**  
**SERVICES TO BE PROVIDED BY THE GEC**

- G. Identification and screening of funding and financing strategies;
- H. Prepare applications to request Federal funds and/or loans (e.g., INFRA, TIGER, TIFIA);
- I. Develop planning-level traffic and revenue studies;
- J. Develop Performance-based Plans and Programs (including project prioritization);
- K. Support Freight, Multi-jurisdictional, and Megaregion planning efforts;
- L. Prepare Economic Development Analysis for infrastructure projects;
- M. Analyze the benefits (including safety and congestion) of infrastructure projects;
- N. Performing cost/price analyses for complex procurements;

**ATTACHMENT D**  
**WORK AUTHORIZATION**

**ATTACHMENT D-1**

**WORK AUTHORIZATION NO. \_\_\_\_\_  
AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for General Engineering Consulting Services” (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and HDR Engineering Inc. (the GEC).

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

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

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

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

**PART V.** This Work Authorization does not waive the parties' responsibilities and obligations provided under “Article V of that certain Professional Services Agreement for General Engineering Consulting Services.

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

**THE GEC**

**THE AUTHORITY**

\_\_\_\_\_  
(Signature)  
David C. Weston  
\_\_\_\_\_  
(Printed Name)  
Vice-President / Area Manager  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

**LIST OF EXHIBITS**

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

**ATTACHMENT D-2**

**SUPPLEMENTAL WORK AUTHORIZATION NO. \_\_\_\_  
TO WORK AUTHORIZATION NO. \_\_\_\_  
AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES**

**THIS SUPPLEMENTAL WORK AUTHORIZATION** is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for General Engineering Consulting Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and HDR Engineering Inc. (the GEC).

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

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

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

**THE GEC**

**THE AUTHORITY**

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

**ATTACHMENT E**

**FEE SCHEDULE**

**ATTACHMENT E-2. RATE SHEETS**

**SPECIFIED RATE / LUMP SUM PAYMENT BASIS**

**PRIME OR SUBPROVIDER NAME:** HDR Engineering, Inc.

<b>Direct Labor</b>		<b>Contract Rate</b>			
<b>Labor/Staff Classification</b>	<b>Hourly Base</b>	<b>FY 8/22/18</b>			
Project Manager	\$78.00	\$220.62			
Deputy Project Manager	\$90.00	\$254.57			
Senior Technical Advisor	\$105.00	\$296.99			
Technical Advisor	\$83.00	\$234.77			
Quality Manager	\$85.00	\$240.42			
Senior Engineer	\$70.00	\$198.00			
Project Engineer	\$60.00	\$169.71			
Design Engineer	\$50.00	\$141.43			
Senior Structural Engineer	\$82.00	\$231.94			
Structural Engineer	\$61.34	\$173.50			
Senior Landscape Architect	\$50.00	\$141.43			
Landscape Architect	\$42.00	\$118.80			
Engineer-In-Training	\$32.50	\$91.93			
Senior Engineer Tech	\$38.00	\$107.48			
Engineer Tech	\$32.00	\$90.51			
Junior Engineer Tech	\$26.00	\$73.54			
Senior CADD Operator	\$37.50	\$106.07			
CADD Operator	\$30.00	\$84.86			
Junior CADD Operator	\$25.00	\$70.71			
Senior Geologist	\$60.00	\$169.71			
Geologist	\$45.00	\$127.28			
Senior Environmental Planner	\$61.00	\$172.54			
Environmental Planner IV	\$50.00	\$141.43			
Environmental Planner III	\$40.50	\$114.56			
Environmental Planner I/II	\$26.00	\$73.54			
Senior Environmental Specialist	\$52.50	\$148.50			
Environmental Specialist	\$42.00	\$118.80			
Junior Environmental Specialist	\$32.00	\$90.51			
Senior Environmental Scientist	\$62.00	\$175.37			
Environmental Scientist IV	\$50.00	\$141.43			
Environmental Scientist III	\$40.00	\$113.14			
Environmental Scientist I/II	\$30.00	\$84.86			
Senior Biologist	\$61.75	\$174.66			
Biologist IV	\$48.00	\$135.77			
Biologist III	\$36.00	\$101.83			
Biologist I/II	\$28.00	\$79.20			
Senior Archeologist-Principal Investigator	\$75.00	\$212.14			
Archeologist IV	\$62.50	\$176.78			

**ATTACHMENT E-2. RATE SHEETS**

**SPECIFIED RATE / LUMP SUM PAYMENT BASIS**

**PRIME OR SUBPROVIDER NAME:** HDR Engineering, Inc.

<b>Direct Labor</b>		<b>Contract Rate</b>			
<b>Labor/Staff Classification</b>	<b>Hourly Base</b>	<b>FY 8/22/18</b>			
Archeologist III	\$45.00	\$127.28			
Archeologist I/II	\$30.00	\$84.86			
Field Tech (Environmental, Biological, Archeology)	\$32.50	\$91.93			
Senior Historian	\$65.00	\$183.85			
Historian IV	\$60.00	\$169.71			
Historian III	\$44.00	\$124.46			
Historian I/II	\$32.00	\$90.51			
Senior Architectural Historian	\$58.00	\$164.05			
Architectural Historian	\$44.50	\$125.87			
Public Involvement Officer	\$60.00	\$169.71			
Senior Public Involvement Specialist	\$60.00	\$169.71			
Public Involvement Specialist	\$40.00	\$113.14			
Junior Public Involvement Specialist	\$30.00	\$84.86			
Senior Transportation Planner	\$76.00	\$214.97			
Transportation Planner IV	\$70.00	\$198.00			
Transportation Planner III	\$60.00	\$169.71			
Transportation Planner I/II	\$40.50	\$114.56			
Senior Urban Planner	\$55.00	\$155.57			
Urban Planner IV	\$42.00	\$118.80			
Urban Planner III	\$37.00	\$104.66			
Urban Planner I/II	\$31.50	\$89.10			
Accounting	\$40.90	\$115.69			
Admin/Clerical III	\$30.00	\$84.86			
Admin/Clerical I/II	\$22.00	\$62.23			
Senior Utility Coordinator	\$55.00	\$155.57			
Utility Coordinator	\$41.00	\$115.97			
3D Modeler	\$40.00	\$113.14			
3D Visualization Specialist	\$58.00	\$164.05			
Senior Travel Demand Modeler	\$85.00	\$240.42			
Travel Demand Modeler III	\$80.00	\$226.28			
Travel Demand Modeler II	\$58.00	\$164.05			
Travel Demand Modeler I	\$40.00	\$113.14			
Senior Traffic Engineer	\$90.00	\$254.57			
Traffic Engineer III	\$80.00	\$226.28			
Traffic Engineer II	\$60.00	\$169.71			
Traffic Engineer in Training	\$40.00	\$113.14			
Senior GIS Operator	\$46.00	\$130.11			
GIS Operator	\$36.00	\$101.83			
Senior Project Controller	\$75.00	\$212.14			
Project Controller	\$52.50	\$148.50			
Senior Scheduler	\$74.00	\$209.31			
Scheduler	\$57.00	\$161.23			
Senior Economics Task Lead	\$113.00	\$319.62			
Senior Economist	\$91.00	\$257.40			
Economist	\$60.00	\$169.71			
Senior Financial Analyst	\$92.00	\$260.22			
Financial Analyst IV	\$70.50	\$199.41			
Risk Analyst IV	\$50.00	\$141.43			
Web/App Developer	\$65.00	\$183.85			
Senior ITS Engineer	\$90.00	\$254.57			

**ATTACHMENT E-2. RATE SHEETS**

**SPECIFIED RATE / LUMP SUM PAYMENT BASIS**

**PRIME OR SUBPROVIDER NAME:** HDR Engineering, Inc.

<b>Direct Labor</b>		<b>Contract Rate</b>			
<b>Labor/Staff Classification</b>		<b>Hourly Base</b>	<b>FY 8/22/18</b>		
ITS Engineer		\$70.00	\$198.00		
Senior Geotechnical Engineer		\$75.00	\$212.14		
Geotechnical Engineer		\$50.00	\$141.43		
Construction Manager		\$67.00	\$189.51		
Construction Administrator		\$26.00	\$73.54		
Chief Inspector		\$52.00	\$147.08		
Construction Inspector III		\$45.00	\$127.28		
Construction Inspector II		\$38.00	\$107.48		
Construction Inspector I		\$32.00	\$90.51		
Tolling Operations Leader		\$100.00	\$282.85		
Tolling Operations Advisor		\$85.00	\$240.42		
Tolling O&M Advisor		\$68.00	\$192.34		
Assett Managmeent Advisor		\$100.00	\$282.85		
Estimating and Scheduling Support 1		\$43.00	\$121.63		
Estimating and Scheduling Support 2		\$63.50	\$179.61		
Senior Estimator / Constructability		\$67.00	\$189.51		
Right of Way Manager		\$65.00	\$183.85		
Sr. Real Estate Agent		\$52.00	\$147.08		
Right of Way Agent II		\$42.00	\$118.80		
Right of Way Technician		\$30.00	\$84.86		
Negotiated Overhead Rate:	148.9%				
Negotiated Profit Rate:	12.0%				
<p>Contract Rates include labor, overhead, and profit.                      All rates are negotiated rates and are not subject to change or adjustment except as shown above.  <b>For Specified Rate Payment Basis</b> - Contract rates to be billed. Documentation of hours required. Rates billed should correspond to the fiscal or calendar year, if applicable, in which the hours were worked. If rates by year are included, the rates for the last year shown apply to all later years. If only one set of rates is included, with no year designation, the rates shown apply to all later years.  <b>For Lump Sum Payment Basis</b> - Physical percent complete to be billed. Documentation of hours not required.                      Any staffing or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.</p>					

**ATTACHMENT E-2. RATE SHEETS**

**SPECIFIED RATE / LUMP SUM PAYMENT BASIS**

**PRIME OR SUBPROVIDER NAME:** CP&Y, Inc.

<b>Direct Labor</b>		<b>Contract Rate</b>			
<b>Labor/Staff Classification</b>	<b>Hourly Base</b>	<b>FY 8/22/18</b>			
Project Manager	\$82.00	\$213.13			
Deputy Project Manager	\$75.00	\$194.94			
Senior Technical Advisor	\$85.00	\$220.93			
Quality Manager	\$69.00	\$179.34			
Senior Engineer	\$55.00	\$142.96			
Project Engineer	\$52.00	\$135.16			
Design Engineer	\$45.00	\$116.96			
Senior Structural Engineer	\$70.00	\$181.94			
Structural Engineer	\$65.00	\$168.95			
Senior Landscape Architect	\$50.00	\$129.96			
Landscape Architect	\$42.00	\$109.17			
Engineer-In-Training	\$32.00	\$83.17			
Senior Engineer Tech	\$38.00	\$98.77			
Engineer Tech	\$32.00	\$83.17			
Junior Engineer Tech	\$26.00	\$67.58			
Senior CADD Operator	\$32.00	\$83.17			
CADD Operator	\$28.00	\$72.78			
Junior CADD Operator	\$25.00	\$64.98			
Public Involvement Officer	\$37.00	\$96.17			
Public Involvement Specialist	\$32.00	\$83.17			
Senior Geologist	\$60.00	\$155.95			
Geologist	\$50.00	\$129.96			
Senior Environmental Planner	\$60.00	\$155.95			
Environmental Planner IV	\$50.00	\$129.96			
Environmental Planner III	\$40.00	\$103.97			
Environmental Planner I/II	\$30.00	\$77.98			
Senior Environmental Specialist	\$50.00	\$129.96			
Environmental Specialist	\$40.00	\$103.97			
Junior Environmental Specialist	\$30.00	\$77.98			
Senior Environmental Scientist	\$60.00	\$155.95			
Environmental Scientist IV	\$50.00	\$129.96			
Environmental Scientist III	\$40.00	\$103.97			
Environmental Scientist I/II	\$30.00	\$77.98			
Senior Biologist	\$60.00	\$155.95			
Biologist IV	\$50.00	\$129.96			
Biologist III	\$40.00	\$103.97			
Biologist I/II	\$30.00	\$77.98			
Senior Archeologist-Principal Investigator	\$60.00	\$155.95			

**ATTACHMENT E-2. RATE SHEETS**

**SPECIFIED RATE / LUMP SUM PAYMENT BASIS**

**PRIME OR SUBPROVIDER NAME:** CP&Y, Inc.

<b>Direct Labor</b>		<b>Contract Rate</b>			
<b>Labor/Staff Classification</b>	<b>Hourly Base</b>	<b>FY 8/22/18</b>			
Archeologist IV	\$50.00	\$129.96			
Archeologist III	\$40.00	\$103.97			
Archeologist I/II	\$30.00	\$77.98			
Senior Field Tech (Environmental, Biological, Ar	\$32.00	\$83.17			
Field Tech (Environmental, Biological, Archeolog	\$28.00	\$72.78			
Senior Historian	\$60.00	\$155.95			
Historian IV	\$60.00	\$155.95			
Historian III	\$40.00	\$103.97			
Historian I/II	\$30.00	\$77.98			
Senior Architectural Historian	\$55.00	\$142.96			
Architectural Historian	\$42.00	\$109.17			
Public Involvement Officer	\$40.00	\$103.97			
Senior Public Involvement Specialist	\$35.00	\$90.97			
Public Involvement Specialist	\$32.00	\$83.17			
Junior Public Involvement Specialist	\$30.00	\$77.98			
Senior Urban Planner	\$45.00	\$116.96			
Urban Planner IV	\$40.00	\$103.97			
Urban Planner III	\$35.00	\$90.97			
Urban Planner I/II	\$30.00	\$77.98			
Admin/Clerical III	\$23.00	\$59.78			
Admin/Clerical I/II	\$20.00	\$51.98			
Senior Utility Coordinator	\$45.00	\$116.96			
Utility Coordinator	\$37.00	\$96.17			
3D Visualization Specialist	\$35.00	\$90.97			
Senior GIS Operator	\$35.00	\$90.97			
GIS Operator	\$25.00	\$64.98			
Senior Project Controller	\$0.00	\$0.00			
Senior Scheduler	\$45.00	\$116.96			
Scheduler	\$35.00	\$90.97			
Geotechnical Engineer	\$52.00	\$135.16			
Construction Manager	\$65.00	\$168.95			
Construction Administrator	\$28.00	\$72.78			
Chief Inspector	\$52.00	\$135.16			
Construction Inspector III	\$45.00	\$116.96			
Construction Inspector II	\$38.00	\$98.77			
Construction Inspector I	\$30.00	\$77.98			
Tolling Operations Leader	\$0.00	\$0.00			
Architect	\$45.00	\$116.96			
Hydrologist	\$55.00	\$142.96			
Project Principal	\$85.00	\$220.93			
SUE Manager	\$50.00	\$129.96			
SUE Specialist	\$32.00	\$83.17			
Senior Utilities Field Inspector	\$35.00	\$90.97			
1-Man Survey Crew	\$45.00	\$116.96			
2-Man Survey Crew	\$50.00	\$129.96			
3-Man Survey Crew	\$55.00	\$142.96			
4-Man Survey Crew	\$66.00	\$171.55			
1-Man SUE Crew	\$35.00	\$90.97			
2-Man SUE Crew	\$54.00	\$140.36			
2-Man SUE Crew with Vac Truck	\$80.00	\$207.93			



**ATTACHMENT E-2. RATE SHEETS**

**SPECIFIED RATE / LUMP SUM PAYMENT BASIS**

**PRIME OR SUBPROVIDER NAME:** Melden and Hunt

<b>Direct Labor</b>		<b>Contract Rate</b>			
<b>Labor/Staff Classification</b>		<b>Hourly Base</b>	<b>FY 8/22/18</b>		
Project Manager		\$80.00	\$220.00		
Senior CADD Operator		\$35.00	\$103.95		
CADD Operator		\$28.00	\$83.16		
Junior CADD Operator		\$23.00	\$68.31		
Accounting		\$23.00	\$68.31		
Admin/Clerical III		\$22.50	\$66.83		
Admin/Clerical I/II		\$20.00	\$55.00		
Senior GIS Operator		\$32.00	\$95.04		
GIS Operator		\$28.00	\$83.16		
Scheduler		\$25.00	\$68.75		
Land Surveyor		\$66.00	\$196.02		
Surveyor-In-Training		\$39.00	\$115.83		
Negotiated Overhead Rate:		170.0%			
Negotiated Profit Rate:		10.0%			

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

**ATTACHMENT E-2. RATE SHEETS**

**SPECIFIED RATE / LUMP SUM PAYMENT BASIS**

**PRIME OR SUBPROVIDER NAME:** Perez Consulting Engineers, LLC

Direct Labor		Contract Rate			
Labor/Staff Classification	Hourly Base	FY 8/22/18			
Project Manager	\$80.00	\$198.00			
Senior Engineer	\$55.00	\$136.13			
Project Engineer	\$45.00	\$111.38			
Engineer-In-Training	\$25.00	\$61.88			
CADD Operator	\$25.00	\$61.88			
Admin/Clerical III	\$22.50	\$55.69			
Admin/Clerical I/II	\$20.00	\$49.50			

Negotiated Overhead Rate:	125.0%				
Negotiated Profit Rate:	10.0%				

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



**ATTACHMENT E-2. RATE SHEETS**

**SPECIFIED RATE / LUMP SUM PAYMENT BASIS**

**PRIME OR SUBPROVIDER NAME:**                     RODS Subsurface Utility Engineering, Inc.                    

Direct Labor		Contract Rate			
Labor/Staff Classification	Hourly Base	FY 8/22/18			
Project Manager	\$75.00	\$215.68			
Senior Engineer	\$58.00	\$166.79			
Project Engineer	\$45.00	\$129.41			
Engineer-In-Training	\$32.50	\$93.46			
Engineer Tech	\$32.50	\$93.46			
CADD Operator	\$27.50	\$79.08			
Admin/Clerical III	\$25.00	\$71.89			
Admin/Clerical I/II	\$20.00	\$57.51			

Negotiated Overhead Rate:	161.4%				
Negotiated Profit Rate:	10.0%				

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

**ATTACHMENT E-2. RATE SHEETS**

**SPECIFIED RATE / LUMP SUM PAYMENT BASIS**

**PRIME OR SUBPROVIDER NAME:** Sanchez-Salazar & Associates, LLC

Direct Labor		Contract Rate			
Labor/Staff Classification	Hourly Base	FY 8/22/18			
Project Manager	\$75.00	\$141.22			
Senior Engineer	\$70.38	\$132.52			
Project Engineer	\$58.00	\$109.21			
Design Engineer	\$50.00	\$94.15			
Engineer-In-Training	\$33.00	\$62.14			
Senior Engineer Tech	\$40.00	\$75.32			
Engineer Tech	\$32.00	\$60.25			
Junior Engineer Tech	\$22.75	\$42.84			
Admin/Clerical III	\$25.00	\$47.07			
Senior Scheduler	\$35.00	\$65.90			
Construction Inspector III	\$48.00	\$90.38			
Construction Inspector II	\$42.00	\$79.08			
Construction Inspector I	\$39.00	\$73.43			
Resident Engineer	\$76.00	\$143.10			
Field Engineer	\$62.00	\$116.74			
Structural Inspector	\$42.00	\$79.08			
Records Keeper	\$32.50	\$61.20			

Negotiated Overhead Rate:	68.1%	
Negotiated Profit Rate:	12.0%	

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

**ATTACHMENT E-2. RATE SHEETS**

**UNIT COST BASIS**

**PRIME OR SUBPROVIDER NAME:**

**HDR Engineering, Inc.**

<b>Unit Costs</b>		<b>Contract Rate</b>
<b>Services to Be Provided</b>	<b>Unit</b>	<b>FY 8/22/18</b>
24-Hour Automated Tube Counts - Bi-directional	per counter/day	\$215.00
24-Hour Automated Tube Counts - Rural Main Lanes	per counter/day	\$265.00
24-Hour Automated Tube Counts - Speed or Class	per counter/day	\$280.00
24-Hour Automated Tube Counts - Speed or Class- Bi-directional	per counter/day	\$405.00
24-Hour Automated Tube Counts - Urban Freeway Main Lanes	per counter/day	\$430.00
24-Hour Automated Tube Counts - Volume	per counter/day	\$200.00
24-hour Classification Count - Intersection	per camera/day	\$1,800.00
24-Hour Classification Video Counts - Main Lanes	per camera/day	\$700.00
24-Hour Volume Video Counts - Main Lanes	per camera/day	\$650.00
2-hour Turning Movement Count, Major Intersection, Weekday	each	\$550.00
2-hour Turning Movement Count, Major Intersection, Weekend	each	\$600.00
2-hour Turning Movement Count, Minor Intersection, Weekday	each	\$325.00
2-hour Turning Movement Count, Minor Intersection, Weekend	each	\$400.00
Arterial Bluetooth Sensor Origin-Destination (O-D) Study	sensor	\$725.00
Bluetooth Origin & Destination (capture)	per intersection/location	\$450.00
Intersection Diagrams / Sketches	per intersection	\$150.00
Intersection Photography	per intersection	\$75.00
Intersection Turning Movement Counts	per counter/hour/day	\$150.00
Intersection Video	each	\$1,300.00
Miovision 24-Hour Classification Counts - Intersection	each	\$1,150.00
Personal Surveys O&D Interviews	Per Project	\$200.00
Photo Lab Service - Digital image processing	each	\$95.00
Roadway Tube (per counter/24 hours)	each/day	\$200.00
Special Traffic Control	day	\$3,250.00
Special Traffic control (lane closures/detour)	day	\$4,300.00
Speed Survey (location)	per location	\$300.00
Speed Zone Study for District or Project	per project	\$450.00
Total Station with Data Collector	each	\$225.00
Travel Time Runs in DMI-Equipped Vehicle (Includes labor and mileage)	hour	\$225.00
Turning Movement Count (12-hour Manual) Major Intersection	each	\$2,300.00
Turning Movement Count (12-hour Manual) Minor Intersection	each	\$1,150.00
Video Origin & Destination (capture)	per camera	\$550.00

ATTACHMENT E-2. RATE SHEETS

UNIT COST BASIS

PRIME OR SUBPROVIDER NAME:

HDR Engineering, Inc.

Unit Costs		Contract Rate
Services to Be Provided	Unit	FY 8/22/18

Unit Costs shown include labor, overhead, and profit.

All unit costs are negotiated costs and are not subject to change or adjustment.

**Unit Cost Payment Basis** - If unit costs by year are included, unit costs billed should correspond to the fiscal or calendar year, if applicable, in which the work was done.

**Note -**

Any staffing or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.

**ATTACHMENT E-2. RATE SHEETS**

**UNIT COST BASIS**

**PRIME OR SUBPROVIDER NAME:**

**Melden and Hunt**

<b>Unit Costs</b>		<b>Contract Rate</b>
<b>Services to Be Provided</b>	<b>Unit</b>	<b>FY 8/22/18</b>
1 - Person Survey Crew (GPS and Robotic Total Stations included in indirect cost rate. Mileage not included.)	hour	\$115.00
2 - Person Survey Crew (GPS and Robotic Total Stations included in indirect cost rate. Mileage not included.)	hour	\$150.00
3 - Person Survey Crew (GPS and Robotic Total Stations included in indirect cost rate. Mileage not included.)	hour	\$185.00
4 - Person Survey Crew (GPS and Robotic Total Stations included in indirect cost rate. Mileage not included.)	hour	\$220.00
Type II ROW Monument - Excavated/Drilled, rocks, rocky soil. 2-4 inch depth (includes crew time, equipment, materials, rentals, & labor). Brass Marker supplied by HCRMA	each	\$600.00
Type II ROW Monument - Poured 2-3 Feet (includes One Call, crew time, equipment, materials, rentals, labor). Brass Marker supplied by HCRMA	each	\$900.00

Unit Costs shown include labor, overhead, and profit.  
 All unit costs are negotiated costs and are not subject to change or adjustment.  
**Unit Cost Payment Basis** - If unit costs by year are included, unit costs billed should correspond to the fiscal or calendar year, if applicable, in which the work was done.  
**Note** -  
 Any staffing or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.

**ATTACHMENT E-2. RATE SHEETS**

**UNIT COST BASIS**

**PRIME OR SUBPROVIDER NAME:**

**RODS Subsurface Utility Engineering, Inc.**

Unit Costs		Contract Rate
Services to Be Provided	Unit	FY 8/22/18
<u>SUE Mobilization/Demobilization</u>		
This cost is intended to be a one-time expense compensation for mobilizing/demobilizing personnel and equipment portal to portal. Vacuum excavation truck (non-local)	Mile	\$6.00
<u>SUE (Quality Level C and D)</u>		
Includes labor and equipment for records research, CADD, and mapping.	LF	\$0.75
<u>SUE (Quality Level B - Utility Designation)</u>		
Includes labor and equipment for records research, designating, engineering, surveying, CADD, mapping and limited traffic control.	LF	\$1.85
<u>SUE (Quality Level A - Utility Locate, Test Holes)</u>		
Includes labor and equipment for vacuum excavation, engineering,		
Level A: 0 to 5 ft.	each	\$1,400.00
Level A: > 5 to 8 ft.	each	\$1,650.00
Level A: > 8 to 13 ft.	each	\$2,000.00
Level A: > 13 to 20 ft.	each	\$2,425.00
Level A: > 20 ft.	FT	\$185.00
<b>Note: When the above unit prices are not utilized, the following appropriate rates will apply</b>		
<u>Subsurface Utility Engineering (SUE) Field Services</u>		
One (1) Designating Person with equipment	hour	\$125.00
Two (2) Designating Person with equipment	hour	\$207.00

Unit Costs shown include labor, overhead, and profit.

All unit costs are negotiated costs and are not subject to change or adjustment.

**Unit Cost Payment Basis** - If unit costs by year are included, unit costs billed should correspond to the fiscal or calendar year, if applicable, in which the work was done.

**Note -**

Any staffing or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.

**ATTACHMENT E-2. RATE SHEETS**

**OTHER DIRECT EXPENSES**

**RATES SHOWN APPLY TO PRIME PROVIDER AND ALL SUBPROVIDERS**

<b>Services to Be Provided</b>	<b>Unit</b>	<b>Fixed Cost</b>	<b>Maximum Cost</b>
Lodging/Hotel - Taxes and Fees	day/person		\$32.00
Lodging/Hotel (Taxes/fees not included)	day/person		Current State Rate
Meals (Excluding alcohol & tips) (Overnight stay required)	Day/person		Current State Rate
Mileage	mile	Current State Rate	
Rental Car Fuel	gallon		\$3.75
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day		\$75.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person		\$580.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person		\$450.00
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/person		\$600.00
Air Travel - Out of State - Short Notice (Coach)	Rd Trip/person		\$900.00
Oversize, special handling or extra baggage airline fees	each		\$45.00
Taxi/Cab fare	each/person		\$30.00
Parking	day		\$20.00
Toll Charges	each		\$10.00
Standard Postage	letter	Current Postal Rate	
Certified Letter Return Receipt	each	Current Postal Rate	
Overnight Mail - letter size	each		Current Postal Rate
Overnight Mail - oversized box	each		Current Postal Rate
Courier Services	each		\$28.00
Photocopies B/W (11" X 17")	each	\$0.25	
Photocopies B/W (8 1/2" X 11")	Each	\$0.12	
Photocopies Color (11" X 17")	each	\$1.50	
Photocopies Color (8 1/2" X 11")	each		\$0.85
Digital Ortho Plotting	sheet		\$1.25
Plots (B/W on Bond)	per sq. ft.		\$0.50
Plots (Color on Bond)	per sq. ft.	\$1.00	
Plots (Color on Photographic Paper)	per sq. ft.	\$4.00	
Color Graphics on Foam Board	square foot	\$5.00	
Presentation Boards 30" X 40" Color Mounted	each		\$125.00
Report Printing	each		\$65.00
Report Binding and tabbing	each		\$8.00
Notebooks	each		\$9.00
Reproduction of CD/DVD	each		\$5.00
CDs	each	\$1.75	
4" X 6" Digital Color Print	picture	\$0.25	
Tx Parks & Wildlife Data Request Fees	each		\$50.00
Hazardous Materials Database Search	per search		\$350.00
Noise Meter Rental	per project		\$150.00

**ATTACHMENT E-2. RATE SHEETS**

**OTHER DIRECT EXPENSES**

**RATES SHOWN APPLY TO PRIME PROVIDER AND ALL SUBPROVIDERS**

<b>Services to Be Provided</b>	<b>Unit</b>	<b>Fixed Cost</b>	<b>Maximum Cost</b>
Environmental Database Search	per project		\$1,100.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	day		\$65.00
Curator (Drawer & TX Archaeological Research Lab for artifacts & report)	per project	\$1,350.00	
Newspaper Advertisement	per publication		\$1,650.00
Court Reporter	page		\$10.00
Court Reporter (Public Meetings, Hearings & Transcription)	day		\$500.00
Translator (English to Spanish, other language as appropriate, or Sign Language) for Public Involvement	event	\$500.00	
Translator (English to Spanish, other language as appropriate, or Sign Language)	hour		\$100.00
Custodian for Public Involvement	hour/custodian		\$35.00
Sound Technician for Public Involvement	event		\$1,000.00
Public Involvement Facility Rental (estimate)	4 hours		\$800.00
Public involvement Facility Rental (estimate)	8 hours		\$1,600.00
Public Involvement Facility Rental (estimate)	hour		\$200.00
Public Involvement Facility Rental	event		\$3,000.00
Audio - Equipment Rental	each		\$750.00
Audio - Visual Equipment Rental	event		\$1,250.00
Public Notices - Mass Mailing (500 pieces)	per mailing		\$550.00
Public Notices - Mass Mailing/with Self Addressed Return Envelope (500 pieces)	per mailing		\$750.00
Electronic Message Signs	day		\$240.00
Website URL Rental	year	\$425.00	
FEMA FIS (Manual)	each		\$7.00
FEMA FIS Backup Data Request	each		\$400.00
FEMA Map Revision Submittal (CLOMR/LOMR) (Submittal Fee Only)	each	\$8,250.00	
FEMA Model/Floodplain Hardcopy	each	\$275.00	
Railroad - Flagger (Service provided by RR)	hour		\$80.00
Railroad - Insurance in addition to STD Minimum Required (Minimum coverage of \$1 Million required by RR.)	each		\$3,500.00
Railroad - Permit	each		\$1,000.00
Railroad - Safety Training (If required - Heavy Rail Safety Training Certificate, includes classroom training and employee certification card.)	Per Person		\$500.00

**ATTACHMENT E-2. RATE SHEETS**

**OTHER DIRECT EXPENSES**

**RATES SHOWN APPLY TO PRIME PROVIDER AND ALL SUBPROVIDERS**

<b>Services to Be Provided</b>	<b>Unit</b>	<b>Fixed Cost</b>	<b>Maximum Cost</b>
Traffic Control Services, Arrow Boards and Attenuator trucks - Large Project (Includes labor, equipment and fuel)	day		\$3,000.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Medium Project (Includes labor, equipment and fuel)	day		\$2,350.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Small Project (Includes labor, equipment and fuel)	Day		\$1,500.00
Attenuator trucks - (Lane/Shoulder Closure) (Includes labor, equipment and fuel)	day		\$650.00
Attenuator trucks - (No Lane Closure) (Includes labor, equipment and fuel)	day		\$600.00
Flashing Arrow Board	day	\$500.00	
Portable Message Board	day		\$300.00
Law Enforcement/Uniform Officer (including vehicle)	Hour		\$75.00
Required Permit Fees (non- railroad)	each		\$300.00
Boat with Motor	day		\$275.00
Fathometer	day		\$90.00
Backhoe Rental	day		\$1,500.00
Map Records	sheet		\$6.00
Deed Copies	sheet	\$2.00	
Certified Deed Copies	sheet	\$2.50	
Aerial Photographs (1" = 500' scale)	each		\$90.00
Reprographics	per sq. ft.		\$4.00
Terrestrial Laser Scanner (rates applied to actual time scanner unit is in use)	Hour		\$110.00
Ground Target (includes paint, panel material, etc.)	Each		\$30.00
TARL Curation Fee	site		\$1,800.00
USB External Drive	each		\$40.00
Law Enforcement/Uniform Officer (without vehicle)	per hr		\$45.00

Profit not allowed on Other Direct Expenses

**For Specified Rate and Unit Cost** - Fixed cost items to be billed at the fixed cost rate. Documentation, such as a usage log, must be maintained for audit purposes, and may be required to be submitted as a basis for reimbursement. For items with a maximum cost, actual cost to be billed not to exceed the maximum shown. Itemized receipts must be maintained for audit purposes, and may be required to be submitted as a basis for reimbursement. **For Lump Sum** - No documentation required. Invoicing by physical percent complete includes combination of direct labor and other direct expenses.

ATTACHMENT E-2. RATE SHEETS

OTHER DIRECT EXPENSES

RATES SHOWN APPLY TO PRIME PROVIDER AND ALL SUBPROVIDERS

Services to Be Provided	Unit	Fixed Cost	Maximum Cost
<p><b>Note: For Specified Rate and Unit Cost</b> - miscellaneous other direct expenses up to \$100 per unit will be reimbursed at cost if approved and documented in advance by the HCRMA's Director of Operations. Miscellaneous other direct expenses of \$100 per unit or more will not be reimbursed unless a supplemental agreement to the contract and work authorization (If WAs are used) has been executed in advance authorizing the miscellaneous other direct expenses. No more than \$2,500 in miscellaneous other direct expenses may be approved by the HCRMA's Direct of Operations over the life of this contract including prime provider and subproviders. <b>For Lump Sum</b> - This statement does not apply.</p>			



Prime Provider: HDR Engineering, Inc.  
Subconsultant: N/A  
Work Authorization: 01

Legend: recurring every X months = \*Xmos

Project Manager	Deputy Project Manager	Sr Technical Advisor	Technical Advisor	Quality Manager	Sr Engineer	Project Engineer	Design Engineer	Sr Structural Engineer	Structural Engineer	Construction Manager	Roll-Off Operator	Sr Economics Task Lead	Sr Traffic Engineer	Asset Management Advisor	Schedule	Sr Project Controller	Project Controller	Accounting	Admin Jll	Total Task Hours	Line Item Fee
\$270.62	\$154.57	\$296.99	\$248.77	\$200.42	\$198.00	\$189.71	\$141.43	\$231.94	\$173.10	\$189.51	\$182.85	\$319.62	\$254.57	\$0.00	\$16,233	\$122.14	\$148.50	\$116.69	\$84.86		
<b>DESCRIPTION OF TASKS/DETAILS</b>																					
6	1	2			1	1										2			12	0	\$0.00
Draft Project Management Plan																					
Final Project Management Plan																					
Periodic Updates to Project Management Plan (1 mos)																					
2	2	1			1											2			3	11	\$1,242.23
2.2 - QA/QC (GEC Team)																					
Draft QA/QC Plan																					
Periodic Updates to QA/QC Plan (1 mos)																					
4	2	4	4	8	8	8										2			4	18	\$3,607.26
Quarterly Quality Audits (1-3 mos)																					
Refinery's Spot Check Reviews Log / Documentation (1-4 mos)																					
3		3	3	6	3	3			3							12			6	48	\$8,878.86
Quality Status Summary (1-3 mos)																					
4	4			4												4			4	20	\$4,050.41
Kick-off meetings with PSP																					
2	1	1			1											2			2	9	\$1,800.52
Review of PSP QA/QC Plan																					
3	2	2	2	2	2	2										2			3	11	\$2,101.99
Record of Audits of PSP QA/QC Plan (4 mos)																					
6	2	2	2	2	2	2										2			4	22	\$4,484.20
Annual Report of Adequacy																					
2	1	1			1											1			2	8	\$1,618.58
Kick-off meeting																					
12	12	12	12	12	12	12										12			12	12	\$2,437.16
Quarterly Commission Meetings																					
Appendix																					
12	12	12	12	12	12	12										12			12	72	\$14,359.32
Presentation Materials																					
Minutes																					
Decision / Action Item List																					
12	12	12	12	12	12	12										12			12	84	\$16,742.64
2.5 - Submittal Management																					
12	6	12														6			12	66	\$13,133.88
Review of Invoices & Progress Reports																					
6	6	6	6	2	6	6										6		12	6	26	\$5,224.56
Review of Deliverables																					
6	6	6	6	2	6	6										6			6	26	\$5,224.56
2.6 - Management of Work Activities																					
6	6	6	6	2	6	6										6			6	26	\$5,224.56
GEC Program Status Report (1-3 mos)																					
1	1	1	1	1	1	1										1			1	10	\$2,039.08
2.7 - Safety Schedule																					
2.7.1 - Safety Schedule																					
2.7.2 - Safety Schedule																					
2.7.3 - Safety Schedule																					
2.7.4 - Safety Schedule																					
2.7.5 - Safety Schedule																					
2.7.6 - Safety Schedule																					
2.7.7 - Safety Schedule																					
2.7.8 - Safety Schedule																					
2.7.9 - Safety Schedule																					
2.7.10 - Safety Schedule																					
2.7.11 - Safety Schedule																					
2.7.12 - Safety Schedule																					
2.7.13 - Safety Schedule																					
2.7.14 - Safety Schedule																					
2.7.15 - Safety Schedule																					
2.7.16 - Safety Schedule																					
2.7.17 - Safety Schedule																					
2.7.18 - Safety Schedule																					
2.7.19 - Safety Schedule																					
2.7.20 - Safety Schedule																					
2.7.21 - Safety Schedule																					
2.7.22 - Safety Schedule																					
2.7.23 - Safety Schedule																					
2.7.24 - Safety Schedule																					
2.7.25 - Safety Schedule																					
2.7.26 - Safety Schedule																					
2.7.27 - Safety Schedule																					
2.7.28 - Safety Schedule																					
2.7.29 - Safety Schedule																					
2.7.30 - Safety Schedule																					
2.7.31 - Safety Schedule																					
2.7.32 - Safety Schedule																					
2.7.33 - Safety Schedule																					
2.7.34 - Safety Schedule																					
2.7.35 - Safety Schedule																					
2.7.36 - Safety Schedule																					
2.7.37 - Safety Schedule																					
2.7.38 - Safety Schedule																					
2.7.39 - Safety Schedule																					
2.7.40 - Safety Schedule																					
2.7.41 - Safety Schedule																					
2.7.42 - Safety Schedule																					
2.7.43 - Safety Schedule																					
2.7.44 - Safety Schedule																					
2.7.45 - Safety Schedule																					
2.7.46 - Safety Schedule																					
2.7.47 - Safety Schedule																					
2.7.48 - Safety Schedule																					
2.7.49 - Safety Schedule																					
2.7.50 - Safety Schedule																					
2.7.51 - Safety Schedule																					
2.7.52 - Safety Schedule																					
2.7.53 - Safety Schedule																					
2.7.54 - Safety Schedule																					
2.7.55 - Safety Schedule																					
2.7.56 - Safety Schedule																					
2.7.57 - Safety Schedule																					
2.7.58 - Safety Schedule																					
2.7.59 - Safety Schedule																					
2.7.60 - Safety Schedule																					
2.7.61 - Safety Schedule																					
2.7.62 - Safety Schedule																					
2.7.63 - Safety Schedule																					
2.7.64 - Safety Schedule																					
2.7.65 - Safety Schedule																					
2.7.66 - Safety Schedule																					
2.7.67 - Safety Schedule																					
2.7.68 - Safety Schedule																					
2.7.69 - Safety Schedule																					
2.7.70 - Safety Schedule																					
2.7.71 - Safety Schedule																					
2.7.72 - Safety Schedule																					
2.7.73 - Safety Schedule																					
2.7.74 - Safety Schedule																					
2.7.75 - Safety Schedule																					
2.7.76 - Safety Schedule																					
2.7.77 - Safety Schedule																					
2.7.78 - Safety Schedule																					
2.7.79 - Safety Schedule																					
2.7.80 - Safety Schedule																					
2.7.81 - Safety Schedule																					
2.7.82 - Safety Schedule																					
2.7.83 - Safety Schedule																					
2.7.84 - Safety Schedule																					
2.7.85 - Safety Schedule																					
2.7.86 - Safety Schedule																					
2.7.87 - Safety Schedule																					
2.7.88 - Safety Schedule																					
2.7.89 - Safety Schedule																					
2.7.90 - Safety Schedule																					
2.7.91 - Safety Schedule																					
2.7.92 - Safety Schedule																					
2.7.93 - Safety Schedule																					
2.7.94 - Safety Schedule																					
2.7.95 - Safety Schedule																					
2.7.96 - Safety Schedule																					
2.7.97 - Safety Schedule																					
2.7.98 - Safety Schedule																					
2.7.99 - Safety Schedule																					
2.7.100 - Safety Schedule																					
2.7.101 - Safety Schedule																					
2.7.102 - Safety Schedule																					
2.7.103 - Safety Schedule																					
2.7.104 - Safety Schedule																					
2.7.105 - Safety Schedule																					
2.7.106 - Safety Schedule																					
2.7.107 - Safety Schedule																					
2.7.108 - Safety Schedule																					
2.7.109 - Safety Schedule																					
2.7.110 - Safety Schedule																					
2.7.111 - Safety Schedule																					
2.7.112 - Safety Schedule																					
2.7.113 - Safety Schedule																					
2.7.114 - Safety Schedule																					
2.7.115 - Safety Schedule																					
2.7.116 - Safety Schedule																					
2.7.117 - Safety Schedule																					
2.7.118 - Safety Schedule																					
2.7.119 - Safety Schedule																					
2.7.120 - Safety Schedule																					
2.7.121 - Safety Schedule																					
2.7.122 - Safety Schedule																					
2.7.123 - Safety Schedule																					
2.7.124 - Safety Schedule																					
2.7.125 - Safety Schedule																					
2.7.126 - Safety Schedule																					
2.7.127 - Safety Schedule																					
2.7.128 - Safety Schedule																					
2.7.129 - Safety Schedule																					
2.7.130 - Safety Schedule																					
2.7.131 - Safety Schedule																					
2.7.132 - Safety Schedule																					
2.7.133 - Safety Schedule																					
2.7.134 - Safety Schedule																					
2.7.135 - Safety Schedule																					
2.7.136 - Safety Schedule																					
2.7.137 - Safety Schedule																					
2.7.138 - Safety Schedule																					
2.7.139 - Safety Schedule																					
2.7.140 - Safety Schedule																					
2.7.141 - Safety Schedule																					
2.7.142 - Safety Schedule																					
2.7.143 - Safety Schedule																					
2.7.144 - Safety Schedule																					
2.7.145 - Safety Schedule																					
2.7.146 - Safety Schedule																					
2.7.147 - Safety Schedule																					
2.7.148 - Safety Schedule																					
2.7.149 - Safety Schedule																					
2.7.150 - Safety Schedule																					
2.7.151 - Safety Schedule																					
2.7.152 - Safety Schedule																					
2.7.153 - Safety Schedule																					
2.7.154 - Safety Schedule																					
2.7.155 - Safety Schedule																					
2.7.156 - Safety Schedule																					
2.7.157 - Safety Schedule																					
2.7.158 - Safety Schedule																					
2.7.159 - Safety Schedule																					
2.7.160 - Safety Schedule																					
2.7.161 - Safety Schedule																					
2.7.162 - Safety Schedule																					
2.7.163 - Safety Schedule																					
2.7.164 - Safety Schedule																					
2.7.165 - Safety Schedule																					
2.7.166 - Safety Schedule																					
2.7.167 - Safety Schedule																					
2.7.168 - Safety Schedule																					
2.7.169 - Safety Schedule																					
2.7.170 - Safety Schedule																					
2.7.171 - Safety Schedule																					
2.7.172 - Safety Schedule																					
2.7.173 - Safety Schedule																					
2.7.174 - Safety Schedule																					
2.7.175 - Safety Schedule																					
2.7.176 - Safety Schedule																					
2.7.177 - Safety Schedule																					
2.7.178 - Safety Schedule																					
2.7.179 - Safety Schedule																					
2.7.180 - Safety Schedule																					
2.7.181 - Safety Schedule																					
2.7.182 - Safety Schedule																					
2.7.183 - Safety Schedule																					
2.7.184 - Safety Schedule																					
2.7.185 - Safety Schedule																					
2.7.186 - Safety Schedule																					
2.7.187 - Safety Schedule																					
2.7.188 - Safety Schedule																					
2.7.189 - Safety Schedule																					
2.7.190 - Safety Schedule																					
2.7.191 - Safety Schedule																					
2.7.192 - Safety Schedule																					
2.7.193 - Safety Schedule																					
2.7.194 - Safety Schedule																					
2.7.195 - Safety Schedule																					
2.7.196 - Safety Schedule																					
2.7.197 - Safety Schedule																					
2.7.198 - Safety Schedule																					
2.7.199 - Safety Schedule																					
2.7.200 - Safety Schedule																					
2.7.201 - Safety Schedule																					
2.7.202 - Safety Schedule																					
2.7.203 - Safety Schedule																					
2.7.204 - Safety Schedule																					
2.7.205 - Safety Schedule																					
2.7.206 - Safety Schedule																					
2.7.207 - Safety Schedule																					
2.7.208 - Safety Schedule																					
2.7.209 - Safety Schedule																					
2.7.210 - Safety Schedule																					
2.7.211 - Safety Schedule																					
2.7.212 - Safety Schedule																					
2.7.213 - Safety Schedule																					
2.7.214 - Safety Schedule																					
2.7.215 - Safety Schedule																					
2.7.216 - Safety Schedule																					
2.7.217 - Safety Schedule																					
2.7.218 - Safety Schedule																					
2.7.219 - Safety Schedule																					
2.7.220 - Safety Schedule																					
2.7.221 - Safety Schedule																					
2.7.222 - Safety Schedule																					
2.7.223 - Safety Schedule																					
2.7.224 - Safety Schedule																					
2.7.225 - Safety Schedule																					
2.7.226 - Safety Schedule																					
2.7.227 - Safety Schedule																					
2.7.228 - Safety Schedule																					
2.7.229 - Safety Schedule																					
2.7.230 - Safety Schedule																					
2.7.231 - Safety Schedule																					
2.7.232 - Safety Schedule																					
2.7.233 - Safety Schedule																					
2.7.234 - Safety Schedule																					
2.7.235 - Safety Schedule																					
2.7.236 - Safety Schedule																					
2.7.237 - Safety Schedule																					
2.7.238 - Safety Schedule																					
2.7.239 - Safety Schedule																					
2.7.240 - Safety Schedule																					
2.7.241 - Safety Schedule																					
2.7.242 - Safety Schedule																					
2.7.243 - Safety Schedule																					
2.7.244 - Safety Schedule																					
2.7.245 - Safety Schedule																					
2.7.246 - Safety Schedule																					
2.7.247 - Safety Schedule																					
2.7.248 - Safety Schedule																					
2.7.249 - Safety Schedule																					
2.7.250 - Safety Schedule																					
2.7.251 - Safety Schedule																					
2.7.252 - Safety Schedule																					
2.7.253 - Safety Schedule																					
2.7.254 - Safety Schedule																					
2.7.255 - Safety Schedule																					
2.7.256 - Safety Schedule																					
2.7.257 - Safety Schedule																					
2.7.258 - Safety Schedule																					
2.7.259 - Safety Schedule																					
2.7.260 - Safety Schedule																					
2.7.261 - Safety Schedule																					
2.7.262 - Safety Schedule																					
2.7.263 - Safety Schedule																					
2.7.264 - Safety Schedule																					
2.7.265 - Safety Schedule																					
2.7.266 - Safety Schedule																					
2.7.267 - Safety Schedule																					
2.7.268 - Safety Schedule																					
2.7.269 - Safety Schedule																					
2.7.270 - Safety Schedule																					
2.7.271 - Safety Schedule																					
2.7.272 - Safety Schedule																					
2.7.273 - Safety Schedule																					
2.7.274 - Safety Schedule																					
2.7.275 - Safety Schedule																					
2.7.276 - Safety Schedule																					
2.7.277 - Safety Schedule																					
2.7.278 - Safety Schedule																					
2.7.279 - Safety Schedule																					
2.7.280 - Safety Schedule																					
2.7.281 - Safety Schedule																					
2.7.282 - Safety Schedule																					
2.7.283 - Safety Schedule																					
2.7.284 - Safety Schedule																					
2.7.285 - Safety Schedule																					
2.7.286 - Safety Schedule																					
2.7.287 - Safety Schedule																					
2.7.288 - Safety Schedule																					
2.7.289 - Safety Schedule																					
2.7.290 - Safety Schedule																					
2.7.291 - Safety Schedule																					
2.7.292 - Safety Schedule																					
2.7.293 - Safety Schedule																					
2.7.294 - Safety Schedule																					
2.7.295 - Safety Schedule																					
2.7.296 - Safety Schedule																					
2.7.297 - Safety Schedule																					
2.7.298 - Safety Schedule																					
2.7.299 - Safety Schedule																					
2.7.300 - Safety Schedule																					
2.7.301 - Safety Schedule																					
2.7.302 - Safety Schedule																					
2.7.303 - Safety Schedule																					
2.7.304 - Safety Schedule																					
2.7.305 - Safety Schedule																					
2.7.306 - Safety Schedule																					
2.7.307 - Safety Schedule																					
2.7.308 - Safety Schedule																					
2.7.309 - Safety Schedule																					
2.7.310 - Safety Schedule																					
2.7.311 - Safety Schedule																					
2.7.312 - Safety Schedule																					
2.7.313 - Safety Schedule																					
2.7.314 - Safety Schedule																					
2.7.315 - Safety Schedule																					
2.7.316 - Safety Schedule																					
2.7.317 - Safety Schedule																					
2.7.318 - Safety Schedule																					
2.7.319 - Safety Schedule																					
2.7.320 - Safety Schedule																					







Prime Provider: HDR Engineering, Inc.  
Subconsultant: Sanchez-Salazar & Associates, LLC  
Work Authorization: 02

DESCRIPTION OF TASKS/DETAILS	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer-In-Training	St Engineer Tech	Engineer Tech	Jr Engineer Tech	Total Task Hours	Line Item Fee
Negotiated Rate	\$141.22	\$132.52	\$109.21	\$94.15	\$62.14	\$75.32	\$60.25	\$42.84		
3.6 Review & Comment on PSP submittals									0	\$0.00
3.61 <del>644</del> Submittal 1									0	\$0.00
Review/comment VECF #2 (Alt Pymt Design)									0	\$0.00
Typical Sections									0	\$0.00
Plan View Details									0	\$0.00
Quantity spot check									0	\$0.00
Constructability	4	24							28	\$3,745.36
Review/comment VECF #6/#7 (Backfill Spec / Alt MSE anchor/structure system)									0	\$0.00
Typical Sections									0	\$0.00
Plan View Details									0	\$0.00
Quantity spot check									0	\$0.00
Drainage									0	\$0.00
Constructability	4	16							20	\$2,685.20
Review/comment VECF #8/#9 (Driven piles vs. drilled footing, lower roadway profile grade)									0	\$0.00
Bridge Layouts									0	\$0.00
Bridge Details									0	\$0.00
Quantity spot check									0	\$0.00
Constructability	2	24							26	\$3,462.92
Review/comment VECF #12 (non-conforming embankment core)									0	\$0.00
Review of embankment statements / details									0	\$0.00
Quantity spot check									0	\$0.00
Constructability	2	24							26	\$3,462.92
Review/comment VECF #14 (frontage outside shldr)									0	\$0.00
Review of typical section									0	\$0.00
Review P&P details									0	\$0.00
Quantity spot check									0	\$0.00
Constructability	2	24							26	\$3,462.92
Drainage									0	\$0.00
Review/comment VECF #15 (main lane outside shldr)									0	\$0.00
Review of typical section									0	\$0.00
Review P&P details									0	\$0.00
Quantity spot check									0	\$0.00
Constructability	2	24							26	\$3,462.92
Drainage									0	\$0.00
Review/comment VECF #16 (main lane inside shldr)									0	\$0.00
Review of typical section									0	\$0.00
Review P&P details									0	\$0.00
Quantity spot check									0	\$0.00
Constructability	2	24							26	\$3,462.92
Drainage									0	\$0.00
Constructability Report									0	\$0.00
3.62 <del>4044</del> Submittal 2									0	\$0.00
Review/comment VECF #2 (Alt Pymt Design)									0	\$0.00
Typical Sections									0	\$0.00
Plan View Details									0	\$0.00
Quantity spot check									0	\$0.00
Constructability	2	12							14	\$1,872.68







Prime Provider: HDR Engineering, Inc.  
Subconsultant: N/A  
Work Authorization: 03

Labor Categories		Project Manager	Deputy Project Manager	Sr Technical Advisor	Technical Advisor	Quality Manager	Senior Engineer	Project Engineer	Design Engineer	Sr Structural Engineer	Structural Engineer	Admin I/II	Total Task Hours	Line Item Fee
<b>DESCRIPTION OF TASKS/DETAILS</b>														
Negotiated Rate		\$220.62	\$254.57	\$296.99	\$234.77	\$240.42	\$198.00	\$169.71	\$141.43	\$231.94	\$231.94	\$62.23		
5.0 Indenture and Preliminary Official Statement Update Indenture and POS with new GEC information		6	3	1			4	4	6	4	6	2	36	\$7,147.70
Labor Hours Total		6	3	1	0	0	4	4	6	4	6	2	36	\$0.00
Labor Cost Total		\$1,323.72	\$763.71	\$296.99	\$0.00	\$0.00	\$792.00	\$678.84	\$848.58	\$927.76	\$1,391.64	\$124.46	\$7,147.70	\$7,147.70
% Staff Distribution		17%	8%	3%	0%	0%	11%	11%	17%	11%	17%	6%	100%	\$0.00
													hours check	
													cost check	

Prime Provider: HDR Engineering, Inc.  
Subconsultant: N/A  
Work Authorization: 01, 02, 03

Legend: Current State Rate = CSR, Actual Cost = AC, Fixed = F, Max = M

OTHER DIRECT EXPENSE	UNIT	MAX RATE BASIS	FIXED / MAX	ODE RATE	WA 1 Task 2 Project Management	WA 2 Task 3 Design Oversight	WA 3 Task 4 365 Toll GEC Report	WA 3 Task #5 Indenture / POS	Sub-Total per ODE
Lodging/Hotel - Taxes and Fees	day/person	n/a	M	\$32.00	12				\$384.00
Lodging/Hotel (Taxes/fees not included)	day/person	CSR	M	\$94.00	12				\$1,128.00
Meals (Excluding alcohol & tips) (Overnight stay required)	Day/person	CSR	M	\$55.00	12				\$660.00
Mileage	mile	CSR	F	\$0.545	620				\$337.90
Rental Car Fuel	gallon	n/a	M	\$3.75	64	16	24		\$390.00
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day	n/a	M	\$75.00	8	1	1		\$750.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person	n/a	M	\$580.00	1				\$580.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person	n/a	M	\$450.00	3				\$1,350.00
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/person	n/a	M	\$600.00	1				\$600.00
Air Travel - Out of State - Short Notice (Coach)	Rd Trip/person	n/a	M	\$900.00	2				\$1,800.00
Oversize, special handling or extra baggage airline fees	each	n/a	M	\$45.00					\$0.00
Taxi/Cab fare	each/person	n/a	M	\$30.00					\$0.00
Parking	day	n/a	M	\$20.00	8				\$160.00
Toll Charges	each	n/a	M	\$10.00					\$0.00
Standard Postage	letter	CSR	F	\$0.47	3				\$1.41
Certified Letter Return Receipt	each	CSR	F	\$6.20	6				\$37.20
Overnight Mail - letter size	each	CSR	M	\$22.00	6				\$132.00
Overnight Mail - oversized box	each	CSR	M	\$85.00					\$0.00
Courier Services	each	n/a	M	\$28.00					\$0.00
Photocopies B/W (11" X 17")	each	n/a	F	\$0.25		500			\$125.00
Photocopies B/W (8 1/2" X 11")	Each	n/a	F	\$0.12	240		100	10	\$42.00
Photocopies Color (11" X 17")	each	n/a	F	\$1.50					\$0.00
Photocopies Color (8 1/2" X 11")	each	n/a	M	\$0.85	120		100		\$187.00
Digital Ortho Plotting	sheet	n/a	M	\$1.25					\$0.00
Plots (Color on Bond)	per sq. ft.	n/a	M	\$0.50					\$0.00
Plots (Color on Photographic Paper)	per sq. ft.	n/a	F	\$1.00	600				\$600.00
Color Graphics on Foam Board	per sq. ft.	n/a	F	\$4.00					\$0.00
Presentation Boards 30" X 40" Color/Mounted	square foot	n/a	F	\$5.00					\$0.00
Report Printing	each	n/a	M	\$125.00					\$0.00
Report Binding and tabbing	each	n/a	M	\$65.00	0				\$0.00
Notebooks	each	n/a	M	\$8.00					\$0.00
Reproduction of CD/DVD	each	n/a	M	\$9.00					\$0.00
CDs	each	n/a	M	\$5.00					\$0.00
4" X 6" Digital Color Print	each	n/a	F	\$1.75					\$0.00
Tx Parks & Wildlife Data Request Fees	picture	n/a	F	\$0.25					\$0.00
Hazardous Materials Database Search	each	n/a	M	\$50.00					\$0.00
Noise Meter Rental	per search	n/a	M	\$350.00					\$0.00
Environmental Database Search	per project	n/a	M	\$150.00					\$0.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	per project	n/a	M	\$1,100.00					\$0.00
Curator (Drawer & TX Archaeological Research lab for artifacts & report)	day	n/a	M	\$65.00					\$0.00
Newspaper Advertisement	per publication	n/a	F	\$1,350.00					\$0.00
Court Reporter	page	n/a	M	\$1,650.00					\$0.00
Court Reporter (Public Meetings, Hearings & Transcription)	page	n/a	M	\$10.00					\$0.00
Translator (English to Spanish, other language as appropriate, or Sign Language) for Public Involvement	day	n/a	M	\$500.00					\$0.00
Translator (English to Spanish, other language as appropriate, or Sign Language)	event	n/a	F	\$500.00					\$0.00
Custodian for Public Involvement	hour	n/a	M	\$100.00					\$0.00
Sound Technician for Public Involvement	hour/custodian	n/a	M	\$35.00					\$0.00
Public Involvement Facility Rental (estimate)	event	n/a	M	\$1,000.00					\$0.00
Public Involvement Facility Rental (estimate)	4 hours	n/a	M	\$800.00					\$0.00
Public Involvement Facility Rental (estimate)	8 hours	n/a	M	\$1,600.00					\$0.00



Prime Provider: HDR Engineering, Inc.  
Subconsultant: CP&Y Inc. 02  
Work Authorization:

Legend: Current State Rate = CSR, Actual Cost = AC, Fixed = F, Max = M

OTHER DIRECT EXPENSE	UNIT	MAX RATE BASIS	FIXED / MAX	ODE RATE	WA 2 Task 3 Design Oversight	Task #	Sub-Total per ODE
Lodging/Hotel - Taxes and Fees	day/person	n/a	M	\$32.00	2		\$64.00
Lodging/Hotel (Taxes/fees not included)	day/person	CSR	M	\$94.00	2		\$188.00
Meals (Excluding alcohol & tips) (Overnight stay required)	Day/person	CSR	M	\$55.00	2		\$110.00
Mileage	mile	CSR	F	\$0.545			\$0.00
Rental Car Fuel	gallon	n/a	M	\$3.75	10		\$37.50
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day	n/a	M	\$75.00	2		\$150.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person	n/a	M	\$580.00	2		\$1,160.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person	n/a	M	\$450.00			\$0.00
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/person	n/a	M	\$600.00			\$0.00
Air Travel - Out of State - Short Notice (Coach)	Rd Trip/person	n/a	M	\$900.00			\$0.00
Oversize, special handling or extra baggage airline fees	each	n/a	M	\$45.00			\$0.00
Taxi/Cab fare	each/person	n/a	M	\$30.00			\$0.00
Parking	day	n/a	M	\$20.00			\$0.00
Toll Charges	each	n/a	M	\$10.00			\$0.00
Standard Postage	letter	CSR	F	\$0.47			\$0.00
Certified Letter Return Receipt	each	CSR	F	\$6.20			\$0.00
Overnight Mail - Letter size	each	CSR	M	\$22.00			\$0.00
Overnight Mail - oversized box	each	CSR	M	\$85.00			\$0.00
Courier Services	each	n/a	M	\$28.00			\$0.00
Photocopies B/W (11" X 17")	each	n/a	F	\$0.25			\$0.00
Photocopies B/W (8 1/2" X 11")	Each	n/a	F	\$0.12			\$0.00
Photocopies Color (11" X 17")	each	n/a	F	\$1.50			\$0.00
Photocopies Color (8 1/2" X 11")	each	n/a	M	\$0.85			\$0.00
Digital Ortho Plotting	sheet	n/a	M	\$1.25			\$0.00
Plots (B/W on Bond)	per sq. ft.	n/a	M	\$0.50			\$0.00
Plots (Color on Bond)	per sq. ft.	n/a	F	\$1.00			\$0.00
Plots (Color on Photographic Paper)	per sq. ft.	n/a	F	\$4.00			\$0.00
Color Graphics on Foam Board	square foot	n/a	F	\$5.00			\$0.00
Presentation Boards 30" X 40" color/Mounted	each	n/a	M	\$125.00			\$0.00
Report Printing	each	n/a	M	\$65.00			\$0.00
Report Binding and tabbing	each	n/a	M	\$8.00			\$0.00
Notebooks	each	n/a	M	\$9.00			\$0.00
Reproduction of CD/DVD	each	n/a	M	\$5.00			\$0.00
CDs	each	n/a	F	\$1.75			\$0.00
4" X 6" Digital Color Print	picture	n/a	F	\$0.25			\$0.00
Tx Parks & Wildlife Data Request Fees	each	n/a	M	\$50.00			\$0.00
Hazardous Materials Database Search	per search	n/a	M	\$350.00			\$0.00
Noise Meter Rental	per project	n/a	M	\$150.00			\$0.00
Environmental Database Search	per project	n/a	M	\$1,100.00			\$0.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	day	n/a	M	\$65.00			\$0.00
Curator (Drawer & TX Archaeological Research lab for artifacts & report)	per project	n/a	F	\$1,350.00			\$0.00
Newspaper Advertisement	per publication	n/a	M	\$1,650.00			\$0.00
Court Reporter	page	n/a	M	\$10.00			\$0.00
Court Reporter (Public Meetings, Hearings & Transcription)	day	n/a	M	\$500.00			\$0.00
Translator (English to Spanish, other language as appropriate, or Sign Language) for Public Involvement	event	n/a	F	\$500.00			\$0.00
Translator (English to Spanish, other language as appropriate, or Sign Language)	hour	n/a	M	\$100.00			\$0.00
Custodian for Public Involvement	hour/custodian	n/a	M	\$35.00			\$0.00
Sound Technician for Public Involvement	event	n/a	M	\$1,000.00			\$0.00
Public Involvement Facility Rental (estimate)	4 hours	n/a	M	\$800.00			\$0.00
Public Involvement Facility Rental (estimate)	8 hours	n/a	M	\$1,600.00			\$0.00



Prime Provider: HDR Engineering, Inc.  
Subconsultant: Sanchez-Salazar & Associates, LLC  
Work Authorization: 02

Legend: Current State Rate = CSR, Actual Cost = AC, Fixed = F, Max = M

OTHER DIRECT EXPENSE	UNIT	MAX RATE BASIS	FIXED / MAX	ODE RATE	WA 2 Task 3 Design Oversight	Task #	Sub-Total per ODE
Lodging/Hotel - Taxes and Fees	day/person	n/a	M	\$32.00			\$0.00
Lodging/Hotel (Taxes/fees not included)	day/person	CSR	M	\$94.00			\$0.00
Meals (Excluding alcohol & tips) (Overnight stay required)	Day/person	CSR	M	\$55.00			\$0.00
Mileage	mile	CSR	F	\$0.545			\$0.00
Rental Car Fuel	gallon	n/a	M	\$3.75			\$0.00
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day	n/a	M	\$75.00			\$0.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person	n/a	M	\$580.00			\$0.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person	n/a	M	\$450.00			\$0.00
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/person	n/a	M	\$600.00			\$0.00
Air Travel - Out of State - Short Notice (Coach)	Rd Trip/person	n/a	M	\$900.00			\$0.00
Oversize, special handling or extra baggage airline fees	each	n/a	M	\$45.00			\$0.00
Taxi/Cab fare	each/person	n/a	M	\$30.00			\$0.00
Parking	day	n/a	M	\$20.00			\$0.00
Toll Charges	each	n/a	M	\$10.00			\$0.00
Standard Postage	letter	CSR	F	\$0.47			\$0.00
Certified Letter Return Receipt	each	CSR	F	\$6.20			\$0.00
Overnight Mail - letter size	each	CSR	M	\$22.00			\$0.00
Overnight Mail - oversized box	each	CSR	M	\$85.00			\$0.00
Courier Services	each	n/a	F	\$28.00			\$0.00
Photocopies B/W (11" X 17")	each	n/a	F	\$0.25	128		\$32.00
Photocopies B/W (8 1/2" X 11")	Each	n/a	F	\$0.12			\$0.00
Photocopies Color (11" X 17")	each	n/a	F	\$1.50			\$0.00
Photocopies Color (8 1/2" X 11")	each	n/a	M	\$0.85			\$0.00
Digital Ortho Plotting	sheet	n/a	M	\$1.25			\$0.00
Plots (B/W on Bond)	per sq. ft.	n/a	M	\$0.50			\$0.00
Plots (Color on Bond)	per sq. ft.	n/a	F	\$1.00			\$0.00
Plots (Color on Photographic Paper)	per sq. ft.	n/a	F	\$4.00			\$0.00
Color Graphics on Foam Board	square foot	n/a	F	\$5.00			\$0.00
Presentation Boards 30" X 40" color/Mounted	each	n/a	M	\$125.00			\$0.00
Report Printing	each	n/a	M	\$65.00			\$0.00
Report Binding and tabbing	each	n/a	M	\$8.00			\$0.00
Notebooks	each	n/a	M	\$9.00			\$0.00
Reproduction of CD/DVD	each	n/a	M	\$5.00			\$0.00
CDs	each	n/a	F	\$1.75			\$0.00
4" X 6" Digital Color Print	picture	n/a	F	\$0.25			\$0.00
Tx Parks & Wildlife Data Request Fees	each	n/a	M	\$50.00			\$0.00
Hazardous Materials Database Search	per search	n/a	M	\$350.00			\$0.00
Noise Meter Rental	per project	n/a	M	\$150.00			\$0.00
Environmental Database Search	per project	n/a	M	\$1,100.00			\$0.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	day	n/a	M	\$65.00			\$0.00
Curator (Drawer & TX Archaeological Research lab for artifacts & report)	per project	n/a	F	\$1,350.00			\$0.00
Newspaper Advertisement	per publication	n/a	M	\$1,650.00			\$0.00
Court Reporter	page	n/a	M	\$10.00			\$0.00
Court Reporter (Public Meetings, Hearings & Transcription)	day	n/a	M	\$500.00			\$0.00
Translator (English to Spanish, other language as appropriate, or Sign Language) for Public Involvement	event	n/a	F	\$500.00			\$0.00
Translator (English to Spanish, other language as appropriate, or Sign Language)	hour	n/a	M	\$100.00			\$0.00
Custodian for Public Involvement	hour/custodian	n/a	M	\$35.00			\$0.00
Sound Technician for Public Involvement	event	n/a	M	\$1,000.00			\$0.00
Public Involvement Facility Rental (estimate)	4 hours	n/a	M	\$800.00			\$0.00
Public Involvement Facility Rental (estimate)	8 hours	n/a	M	\$1,600.00			\$0.00



**ATTACHMENT E-1  
Final Cost Proposal Form**

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

“X”	Basis	
<u>X</u>	Lump Sum	The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and fixed fee. The GEC shall be paid pro rata based on the percentage of work completed. For payment the GEC is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost.
<u>X</u>	Unit Cost	The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and fixed fee. The GEC shall be paid based on the type and number of units fully completed and the respective unit cost. For payment, the GEC is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown.
<u>X</u>	Specified Rate Basis	The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. Payment shall be based on the actual hours worked multiplied by the specified rate for each type of labor plus other agreed to special direct cost items. The specified rate includes direct labor and indirect cost and fixed fee. The Authority may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit.
___	Cost Plus Fixed Fee	<p>Payment shall be based on direct and indirect costs incurred <u>plus</u> a pro rata share of the fixed fee based on the ratio of <u>labor and overhead cost incurred</u> to <u>total estimated labor and overhead cost in the FCP</u> or the percentage of work completed. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The GEC may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, provisional overhead rate and the fixed fee.</p> <p style="margin-left: 40px;">___A. Actual Cost Plus Fixed Fee - Actual wages are paid (no minimum, no maximum.</p> <p style="margin-left: 40px;">___B. Range of Cost Plus Fixed Fee – Actual wages <u>must</u> be within the allowable range shown on the Final Cost Proposal.</p>

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

**ATTACHMENT F**  
**WORK SCHEDULE**

## **Attachment F-1**

### **Work Schedule**

- March 6, 2019 – Receive Notice-to-Proceed from HCRMA.
- March 2019 thru March 2020 – Perform monthly reoccurring GEC tasks.
- August 31, 2019 – Contract terminates unless extended by parties.

**ATTACHMENT G**

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

## ATTACHMENT G

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

#### G.1 Project Deliverables

##### A. Electronic File Deliverables

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

## ATTACHMENT G

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

- e. ROW
  - i. Division
  - ii. Owners
  - iii. SUE

#### 11. UTILITIES

- a. Electric
- b. Gas
- c. Waste Water
  - i. Engineering Firm
- d. Water
  - i. Engineering Firm
- e. Telephone
- f. Cable
- g. TxDOT TMS
- h. MPO
- i. Sponsor Agency

#### 12. DESIGN

- a. Batch plot
- b. Bridge
- c. Drainage
- d. Estimate
  - i. Preliminary
  - ii. Final
- e. General
- f. Geopak
- g. Miscellaneous
- h. Pavement Design
- i. PS&E
- j. REF Files
- k. Roadway
  - i. Driveways
- l. Standards
  - i. Bridge
  - ii. Drainage
  - iii. Illumination
  - iv. Electric
  - v. Pavement Markers
  - vi. Retaining Walls
  - vii. Roadway
  - viii. Signing
  - ix. SW3P
  - x. TCP
  - xi. TMS
  - xii. Traffic Signals
- m. Summary
- n. TCP

## ATTACHMENT G

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

- o. Traffic
      - p. Walls
    - 13. DOCUMENTS
    - 14. MSTN\_File Structure
    - 15. OLD FILES
  - b. Hard copies of maps and reports shall be submitted to the RMA in clean, readable versions with an electronic back up for Authority files
- B. A “readme” file shall be created and placed under the “documents” subdirectory. The readme file will be composed of the minimum directory structure detailed above and modified to list particular files that are contained under the various subdirectories. This information will guide the end user to the location of particular files. In addition to the file information, the readme file should contain the general project information such as CSJ, limits of construction, and types of improvements.
- C. Formatting
  - a. All CADDSEALS placed on finished documents are to remain on that document and should not be removed.
  - b. All design file standards are MicroStation drawing files (\*.dgn).
  - c. Where possible, \*.dgn files should have a \*.pdf companion file.

#### **G.2. PHASE II – Advanced Project Deliverables**

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

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

**ATTACHMENT H**  
**DBE PARTICIPATION**

**ATTACHMENT H-MOU**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN TXDOT AND HCRMA**

**Attachment H-Instructions**  
**As Per 49CFR 26.21**

The following pages contain six (6) different Attachments to Attachment H covering participation of HUB and DBE providers and subproviders. The correct form to use is determined by whether the Agreement is funded in whole or part by federal funds State funds or Authority funds, and whether or not a HUB/DBE goal has been set for the Agreement. The following pages contain separate reporting forms for federally funded DBE participation and Authority funded HUB participation. **Select the forms that are appropriate for your Agreement and delete the rest along with these instructions from the final Agreement.**

<p><b>Federally Funded Contracts</b></p> <p><b>Attachment H-FG, Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts</b></p> <ul style="list-style-type: none"><li>◆ This provision is applicable to federally funded contracts with assigned DBE goals.</li><li>◆ The appropriate forms for this provision are Attachments H-1, H-2, H-3 and H-4 and H-5. A copy of each form is required in the contract.</li><li>◆ Note: if the contract requires work authorizations, a completed Attachment H-2 will be required with each Work Authorization, if a DBE will be performing work. If a non-DBE subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form.</li><li>◆ Attachment H-3 must be submitted monthly to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report.</li><li>◆ Attachment H-3 must be submitted with each invoice to the appropriate agency contact for payment.</li></ul>
<p><b>Attachment H-FN, Disadvantaged Business Enterprise (DBE) for Race Neutral Professional or Technical Services Contracts</b></p> <ul style="list-style-type: none"><li>◆ This provision is applicable to federally funded contracts with no DBE goal assigned.</li><li>◆ If no subcontractors will be used, the appropriate forms for this provision are Attachments H-3 and H-5. A copy of each form is required in the contract.</li><li>◆ Note: If subcontractors are used, the required forms would be Attachments H-1, H-2, H-3, H-4 and H-5. A copy of each form is required in the contract.</li><li>◆ Attachment H-3 must be submitted monthly to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report.</li><li>◆ Attachment H-3 must be submitted with each invoice to the appropriate agency contact for payment.</li></ul>
<p><b>Attachment H-3, Texas Department of Transportation Subprovider Monitoring System for Federally Funded Contracts. This is a Monthly Progress Assessment Report.</b></p> <ul style="list-style-type: none"><li>◆ Required for all federally funded contracts.</li><li>◆ This form is required monthly and must be submitted to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report.</li><li>◆ This form must be submitted with each invoice to the appropriate agency contact for payment.</li></ul>
<p><b>Attachment H-5, Federal Subprovider and Supplier Information</b> Required for all federally funded contracts.</p>

## Attachment H-Instructions (Continued)

### State Funded Contracts

#### **Attachment H-SG, Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts, State of Texas HUB Subcontracting Plan Required**

- ◆ This provision is applicable to state funded contracts with a HUB goal assigned.
- ◆ The appropriate reporting forms for this provision are Attachments H-1, H-2, H-4, and H-6 (Texas Building and Procurement Commission [TBPC] State of Texas HUB Subcontracting Plan (HSP), Prime Contractor Assessment Report). A copy of each form is required in the contract.
- ◆ Note: if the contract requires work authorizations, a completed Attachment H-2 will be required with each Work Authorization, if a HUB will be performing work. If a non-HUB subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form.
- ◆ Attachment H-6 will be required monthly and must be submitted to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report.
- ◆ Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

#### **Attachment H-SN, Historically Underutilized Business (HUB) Participation for State Funded Professional or Technical Services Contracts, No State of Texas HUB Subcontracting Plan Required**

- ◆ This provision is applicable to state funded contracts with no HUB subcontracting plan required and no HUB goal assigned. If no subcontractors are used, the appropriate forms for this provision are Attachments H-1 and H-6.
- ◆ Note: If subcontractors are used, the required forms would be Attachments H-1, H-2, H-4 and H-6. A copy of each form is required in the contract.
- ◆ Attachment H-6 must be submitted monthly to the AUTHORITY Office even though there is no invoice being submitted or subcontracting to report.
- ◆ Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

#### **Attachment H-6, HUB Subcontracting Plan (HSP) Prime Contractor Professional Assessment Report. This is a Monthly Progress Assessment Report. This is a Texas Building and Procurement Commission (TBPC) form and cannot be altered.**

- ◆ Required for all State funded contracts.
- ◆ Attachment H-6 is required monthly and should be submitted to the AUTHORITY Office. This is a requirement even though there is no invoice being submitted or subcontracting to report.
- ◆ A copy of Attachment H-6 must be submitted when supplying an invoice to the appropriate agency contact for payment.
- ◆ The “Object Code” section(s) on this form should remain blank.

**ATTACHMENT H-FG**  
**Disadvantaged Business Enterprise (DBE)**  
**for Federal-Aid Professional or Technical Services Contracts**

- 1) **PURPOSE.** The purpose of this attachment is to carry out the Authority and the U.S. Department of Transportation’s (DOT) policy of ensuring nondiscrimination in the award and administration of the AUTHORITY and DOT assisted contracts and creating a level playing field on which firms owned and controlled by minority or socially and economically disadvantaged individuals can compete fairly for the AUTHORITY and DOT assisted contracts.
- 2) **POLICY.** It is the policy of the AUTHORITY and DOT and the Texas Department of Transportation (henceforth the “Department”) that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, Subpart A and the Department’s Disadvantaged Business Enterprise Program, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, and the Department’s Disadvantaged Business Enterprise Program, apply to this contract as follows.
  - a. The Provider will offer Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, Subpart A and the Authority/Department Disadvantaged Business Enterprise Program, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Provider shall make a good faith effort to meet the Disadvantaged Business Enterprise goal for this contract.
  - b. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. The requirements of this Special Provision shall be physically included in any subcontract.
  - c. When submitting the contract for execution by the Authority, the Provider must complete and furnish Attachment H-1 which lists the commitments made to certified DBE subprovider(s) that are to meet the contract goal and Attachment H-2 which is a commitment agreement(s) containing the original signatures of the Provider and the proposed DBE(s). For Work Authorization Contracts, Attachment H-1 is required at the time of submitting the contract for execution by the Authority/Department. Attachment H-2 will be required to be completed and attached with each work authorization number that is submitted for execution, if the DBE will be performing work. Any substitutions or changes to the DBE subcontract amount shall be subject to prior written approval by the Authority/Department. If non-DBE subprovider is performing work, insert N/A (not applicable) on the line provided.
  - d. Failure to carry out the requirements set forth above shall constitute a material breach of this contract and may result; in termination of the contract by the Authority/Department; in a deduction of the amount of DBE goal not accomplished by DBEs from the money due or to become due to the Provider, not as a penalty but as liquidated damages to the Authority/Department; or such other remedy or remedies as the Authority/Department deems appropriate.
- 3) **DEFINITIONS.**
  - a. “Authority/Department” means Hidalgo County Regional Mobility Authority (HCRMA) and the Texas Department of Transportation (TxDOT).
  - b. “Federal-Aid Contract” is any contract between the Texas Department of Transportation and a Provider which is paid for in whole or in part with U. S. Department of Transportation (DOT) financial assistance.
  - c. “Provider” is any individual or company that provides professional or technical services.
  - d. “DBE Joint Venture” means an association a DBE firm and one (1) or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work

**ATTACHMENT H-FG**  
**Disadvantaged Business Enterprise (DBE)**  
**for Federal-Aid Professional or Technical Services Contracts**

of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest.

- e. “Disadvantaged Business Enterprise (DBE)” means a firm certified as such by the Authority/Department in accordance with 49 CFR Part 26.
  - f. “Good Faith Effort” means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.
  - g. “Race-neutral DBE Participation” means any participation by a DBE through customary competitive procurement procedures.
- 4) **PERCENTAGE GOAL.** The goal for Disadvantaged Business Enterprise (DBE) participation in the work to be performed under this Agreement is **12.2%** of the Agreement amount.
- 5) **PROVIDER’S RESPONSIBILITIES.** A DBE prime may receive credit toward the DBE goal for work performed by his-her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported to the Authority/Department.
- a. A Provider who cannot meet the contract goal, in whole or in part, shall document the “Good Faith Efforts” taken to obtain DBE participation. The following is a list of the types of actions that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
    - (1) Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.
    - (2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Provider might otherwise prefer to perform the work items with its own forces.
    - (3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
    - (4) Negotiating in good faith with interested DBEs by making a portion of the work available to DBE subproviders and suppliers and selecting those portions of the work or material needs consistent with the available DBE subproviders and suppliers.
    - (5) The ability or desire of the Provider to perform the work of a contract with its own organization does not relieve the Provider’s responsibility to make a good faith effort. Additional costs involved in finding and using DBEs is not in itself sufficient reason for a Provider’s failure to meet the contract DBE goal, as long as such costs are reasonable. Providers are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
    - (6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
    - (7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Provider.
    - (8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
    - (9) Effectively using the services of available minority/women community organizations; minority/women contractors’ groups; local, County, State and Federal minority/women business

**ATTACHMENT H-FG**

**Disadvantaged Business Enterprise (DBE)  
for Federal-Aid Professional or Technical Services Contracts**

assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

- (10) If the Authority/Department's Director of the Business Opportunity Programs Office determines that the Provider has failed to meet the good faith effort requirements, the Provider will be given an opportunity for reconsideration by the Director of the appropriate Division.

NOTE: The Provider must not cause or allow subproviders to bid their services.

- b. The preceding information shall be submitted directly to the Chair of the Hidalgo County Regional Mobility Authority (Authority) responsible for the project.
- c. The Provider shall make all reasonable efforts to honor commitments to DBE subproviders named in the commitment submitted under Section 2.c. of this attachment. Where the Provider terminates or removes a DBE subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Authority/Department that the originally designated DBE was not able or willing to perform.
- d. The Provider shall make a good faith effort to replace a DBE subprovider that is unable or unwilling to perform successfully with another DBE, to the extent needed to meet the contract goal. The Provider shall submit a completed Attachment H-2 Form for the substitute firm(s). Any substitution of DBEs shall be subject to prior written approval by the Authority /Department. The Authority /Department may request a statement from the firm being replaced concerning its replacement prior to approving the substitution.
- e. The Provider shall designate a DBE liaison officer who will administer the DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.
- f. Providers are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

6) **ELIGIBILITY OF DBEs.**

- a. The Authority/Department certifies the eligibility of DBEs, DBE joint ventures and DBE truck-owner operators to perform DBE subcontract work on DOT financially assisted contracts.
- b. This certification will be accomplished through the use of the appropriate certification schedule contained in this Authority/Department's DBE program.
- c. The Authority/Department publishes a Directory of Disadvantaged Business Enterprises containing the names of firms that have been certified to be eligible to participate as DBEs on DOT financially assisted contracts. The directory is available from the Authority's/Department's Business Opportunity Programs Office. The Texas Unified Certification Program DBE Directory can be found on the Internet at: [http://www.dot.state.tx.us/services/business\\_opportunity\\_programs/tucp\\_dbe\\_directory.htm](http://www.dot.state.tx.us/services/business_opportunity_programs/tucp_dbe_directory.htm) .
- d. Only DBE firms certified at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. and 5.d. above. For purposes of the DBE goal on this contract, DBEs will only be allowed to perform work in the categories of work for which they were certified.

7) **DETERMINATION OF DBE PARTICIPATION.**

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subprovider is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

**ATTACHMENT H-FG**  
**Disadvantaged Business Enterprise (DBE)**  
**for Federal-Aid Professional or Technical Services Contracts**

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract in order for payments to be credited toward meeting the contract goal. A DBE performs a commercially useful function when it is responsible for executing the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider may count toward its DBE goal a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Authority/Department's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority/Department.

8) **RECORDS AND REPORTS.**

- a. After submission of the initial commitment reported (Attachment H-1), required by Section 2.c. of this attachment, the Provider shall submit Monthly Progress Assessment Reports (Attachment H-3), after contract work begins, on DBE involvement to meet the goal and for race-neutral participation. One copy of each report is to be sent to the Authority/Department's Business Opportunity Programs Office monthly, in addition one copy is to be submitted with the Provider's invoice. **Only actual payments made to subproviders are to be reported.** These reports will be required until all subprovider activity is completed. The Authority/Department may verify the amounts being reported as paid to DBEs by requesting copies of canceled checks paid to DBEs on a random basis.
- b. DBE subproviders should be identified on the report by name, type of work being performed, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount. These reports will be due within fifteen (15) days after the end of a calendar month. Reports are required even when no DBE activity has occurred in a billing period.
- c. All such records must be retained for a period of four (4) years following final payment or until any investigation, audit, examination, or other review undertaken during the four (4) years is completed, and shall be available at reasonable times and places for inspection by authorized representatives of the Authority or Texas Department of Transportation or the DOT.
- d. Prior to receiving final payment, the Provider shall submit a Final Report (Attachment H-4), detailing the DBE payments. The Final Report is to be sent to the Authority/Department's Business Opportunity Programs Office and one (1) copy to be submitted with the Provider's final invoice. If the DBE goal requirement is not met, documentation of the good faith efforts made to meet the goal must be submitted with the Final Report.

- 9) **COMPLIANCE OF PROVIDER.** To ensure that DBE requirements of this DOT-assisted contract are complied with, the Authority/Department will monitor the Provider's efforts to involve DBEs during the performance of this contract. This will be accomplished by a review of Monthly Progress Assessment Reports (Attachment H-3), submitted to the Authority/Department's Business Opportunity Programs Office

**ATTACHMENT H-FG**  
**Disadvantaged Business Enterprise (DBE)**

## **for Federal-Aid Professional or Technical Services Contracts**

by the Provider indicating his progress in achieving the DBE contract goal, and by compliance reviews conducted by the Authority/Department. The Monthly Progress Assessment Report (Attachment H-3) must be submitted at a minimum monthly to the Business Opportunity Programs Office, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the DBE goal based on actual payments to the DBE subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice. The Provider shall contact the Authority/Department if he/she withholds or reduces payment to any DBE subprovider.

- (1) A DBE firm is paid but does not assume contractual responsibility for performing the service;
- (2) A DBE firm does not perform a commercially useful function;
- (3) Payment is made to a DBE that cannot be linked by an invoice or canceled check to the contract under which credit is claimed;
- (4) Payment is made to a broker or a firm with a brokering-type operation;
- (5) Partial credit is allowed, in the amount of the fee or commission provided the fee or commission does not exceed that customarily allowed for similar services, for a bona fide service, such as professional, technical, consultant, or managerial services, and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract.

A Provider's failure to comply with the requirements of this Special Provision shall constitute a material breach of this contract. In such a case, the Authority/Department reserves the right to terminate the contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Provider, not as a penalty but as liquidated damages to the Authority/Department; or such other remedy or remedies as the Authority/Department deems appropriate.

12/06  
DBE-FED.ATT

## ATTACHMENT H-FN

### **Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts**

It is the policy of the U. S. Department of Transportation (DOT) that DBEs as defined in 49 CFR Part 26, Subpart A, be given the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds and that a maximum feasible portion of the Department's overall DBE goal be met using race-neutral means. Consequently, if there is no DBE goal, the DBE requirements of 49 CFR Part 26, apply to this contract as follows:

The Provider will offer DBEs as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with federal funds. Race-Neutral DBE participation on projects with no DBE goal should be reported on the Attachment H-3 Form. Payments to DBEs reported on Attachment H-3 are subject to the following requirements:

#### **DETERMINATION OF DBE PARTICIPATION.**

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces must be reported as race-neutral DBE participation. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work should not be reported unless the subcontractor is itself a DBE.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider must report a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Authority's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority.

The Provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a material breach of this contract and, may result in termination of the contract by the Authority/Department or other such remedy as the Authority/Department deems appropriate.

12/06 DH-0GOAL.ATT

## ATTACHMENT H-SG (NOT APPLICABLE)

### Historically Underutilized Business for State Funded Professional or Technical Services Contracts HUB Goal Assigned-State of Texas Subcontracting Plan Required

- 1) **POLICY.** It is the policy of the Authority/Department to ensure that HUBs shall have an equal opportunity to participate in the performance of contracts; to create a level playing field on which HUBs can compete fairly for contracts and subcontracts; to ensure nondiscrimination on the basis of race, color, national origin, or gender in the award and administration of contracts; to help remove barriers to the participation of HUBs in department contracts; and, to assist in the development of firms that can compete successfully in the market place outside the HUB program. Consequently, the HUB requirements of the Authority/Department's HUB Program apply to this contract as follows:
  - (1) The Provider agrees to insure that they shall take all necessary and reasonable steps to meet the HUB goal for this contract.
    - a. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.
    - b. When submitting the contract for execution by the Authority, the Provider must complete and furnish Attachment H-1 which lists the commitments made to all subproviders, including certified HUB subprovider(s) that are to meet the contract goal, and Attachment H-2 which is a commitment agreement(s) containing the original signatures of the Provider and HUB(s) that were indicated in the original submitted Authority/State of Texas HUB Subcontracting Plan (HSP) in Section 8. For Work Authorization Contracts, Attachment H-1 is required at the time of submitting the contract for execution by the Department. Attachment H-2 will be required to be completed and attach with each work authorization number that is submitted for execution, if the HUB will be performing work. If non-HUB subprovider is performing work, insert N/A (not applicable) on the line provided. A prime must allow a HUB maximum opportunity to perform the work by not creating unnecessary barriers or artificial requirements for the purpose of hindering a HUB's performance under the contract. Any substitutions or changes to the HSP, in addition to any changes to the original contract award, shall be subject to prior written approval by the Department. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.
    - c. Failure to carry out the requirements set forth above shall constitute a breach of contract and may result in a letter of reprimand; in termination of the contract by the Authority; in a deduction from money due or to become due to the Provider, not as a penalty but as damages to the Department's HUB Program; or such other remedy or remedies as the Department deems appropriate.
- 2) **DEFINITIONS.**
  - g. "Authority/Department" means Hidalgo County Regional Mobility Authority (HCRMA) and the Texas Department of Transportation (TxDOT).
  - a. "Agreement" is the agreement between the Authority and a Provider.
  - b. "Provider" is any individual or company that provides professional or technical services.
  - c. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit which combines their property, capital, efforts, skills and knowledge.
  - d. "Historically Underutilized Business (HUB)" means any business so certified by the Texas Building and Procurement Commission.
- 3) **PERCENTAGE GOAL.** The goal for Historically Underutilized Business (HUB) participation in the work to be performed under this contract is 12.2 % of the contract amount.

## ATTACHMENT H-SG (NOT APPLICABLE)

- 4) **PROVIDER'S RESPONSIBILITIES.** A Provider (HUB or non-HUB) must perform a minimum of 30% of the contract with its employees (as defined by the Internal Revenue Service). The contract is subject to the HSP Good Faith Effort Requirements.
- a. A Provider who cannot meet the contract goal, in whole or in part, should have documented any of the following and other efforts made as a "Good Faith Effort" to obtain HUB participation.
    - (1) Whether the prime advertised in general circulation, trade association, and/or minority/women focus media concerning subcontracting opportunities.
    - (2) Whether the prime provided written notice to at least three (3) qualified HUBs allowing sufficient time for HUBs to participate effectively.
    - (3) Whether the prime documented reasons for rejection or met with the rejected HUB to discuss the rejection.
    - (4) Whether the prime provided qualified HUBs with adequate information about bonding, insurance, the plans, the specifications, scope of work and requirements of the contract.
    - (5) Whether the prime negotiated in good faith with qualified HUBs, not rejecting qualified HUBs who are also the lowest responsive bidder.
    - (6) Whether the prime used the services of available minority and women community organizations, contractor's groups, local, state, and federal business assistance offices, and other organizations that provide support services to HUBs.

NOTE: The Provider must not cause or allow subproviders to bid their services.

- b. The preceding information shall be submitted directly to the Chair of the Authority responsible for the contract.
  - c. The Provider shall make all reasonable efforts to honor commitments to HUB subproviders named in the original HSP in Section 8. Where the Provider terminates or removes a HUB subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Authority/Department that the originally designated HUB was not able or willing to perform. The term "unable" includes, but is not limited to, a firm that does not have the resources and expertise to finish the work and/or a firm that substantially increases the time to complete the project.
  - d. The Provider shall make all reasonable efforts to replace a HUB subprovider that is unable or unwilling to perform successfully with another HUB and must meet the HSP Good Faith Effort Requirements. Any substitution of HUBs shall be subject to prior written approval by the Authority. The Authority will request a statement from the firm being replaced concerning its replacement prior to approving the substitution. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.
  - e. The Provider shall designate a HUB liaison officer who will administer the Provider's HUB program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with HUBs.
- 5) **ELIGIBILITY OF HUBS.**
- a. The Texas Building and Procurement Commission (TBPC) certifies the eligibility of HUBs.
  - b. The TBPC maintains a directory of certified HUBs. The HUB Directory is available through the TxDOT Department's Business Opportunity Programs Office and through the Internet at the TBPC's Website (<http://www2.tbpc.state.tx.us/cmb1/hubonly.html> ).
  - c. Only HUB firms certified and identified in specific categories and classes at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. above.
  - d. If during the course of the contract it becomes necessary to substitute another HUB firm for a firm named in the information submitted by the Provider as required by Section 2.c. above, then only certified HUBs will be considered eligible as a substituted firm. The Provider's written request for

## ATTACHMENT H-SG (NOT APPLICABLE)

substitutions of HUB subproviders shall be accompanied by a detailed explanation, which should substantiate the need for a substitution. The Authority/Department will verify the explanation with the HUB firm being replaced before giving approval of the substitution. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.

- e. The 73rd Legislature passed Texas Civil Statutes, Article 601i, relative to contracts between governmental entities and certain disadvantaged businesses. The Statute provides for civil penalties for persons who falsely claim disadvantaged business status and for the general contractor who knowingly contracts with a person claiming to be a disadvantaged business.

### 6) **DETERMINATION OF HUB PARTICIPATION.**

A firm must be an eligible HUB and perform a professional or technical function relating to the project. Proof of payment, such as copies of canceled checks, properly identifying the Authority's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority/Department. A HUB subprovider, with prior written approval from the Authority/Department, may subcontract 70% of a contract as long as the HUB subprovider performs a commercially useful function. All subcontracts shall include the provisions required in the subcontract and shall be approved as to form, in writing, by the Authority/Department prior to work being performed under the subcontract. A HUB performs a commercially useful function when it is responsible for a distinct element of the work of a contract; and actually manages, supervises, and controls the materials, equipment, employees, and all other business obligations attendant to the satisfactory completion of contracted work. If the subcontractor uses an employee leasing firm for the purpose of providing salary and benefit administration, the employees must in all other respects be supervised and perform on the job as if they were employees of the subcontractor.

### 7) **COMPLIANCE OF PROVIDER.**

To ensure that HUB requirements of this contract are complied with, the Authority/Department will monitor the Provider's efforts to involve HUBs during the performance of this contract. This will be accomplished by a review of the monthly Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) submitted to the AUTHORITY Office by the Provider indicating his/her progress in achieving the HUB contract goal, and by compliance reviews conducted by the Authority/Department. The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) must be submitted at a minimum monthly to the Business Opportunity Programs Office, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the HUB goal based on actual payments to the HUB subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice.

- (1) Payments to brokers or firms with a brokering type operation will be credited only for the amount of the commission;
- (2) Payments to a joint venture will not be credited unless all partners in the joint venture are HUBs;
- (3) Payments to a HUB subprovider who has subcontracted a portion of the work required under the subcontract will not be credited unless the HUB performs a commercially useful function;
- (4) Payments to a HUB will not be credited if the firm does not provide the goods or perform the services paid for;
- (5) Payments made to a HUB that cannot be linked by an invoice or canceled check to the contract under which credit is claimed will not be credited.

A Provider must not withhold or reduce payments to any HUB without a reason that is accepted as standard industry practice. A HUB prime or subprovider must comply with the terms of the contract or subcontract. Work products, services, and commodities must meet contract specifications whether performed by a prime or subprovider.

## ATTACHMENT H-SG (NOT APPLICABLE)

A Provider's failure to meet the HUB goal and failure to demonstrate to the Authority/Department's satisfaction sufficient "Good Faith Effort" on his/her part to obtain HUB participation shall constitute a breach of contract. In such a case, the Authority/Department reserves the right to issue a letter of reprimand; to deduct the amount of HUB goal not accomplished by HUBs from the money due or to become due the Provider, not as a penalty but as damages to the Authority/Department's HUB program; or such other remedy or remedies as the Authority/Department deems appropriate.

### 8) **RECORDS AND REPORTS.**

- a. After submission of the initial commitment (Attachment H-1), required by Section 2.c. of this attachment, the Provider shall submit State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) at a minimum monthly, after contract work begins, on subcontracting involvement. One copy of the State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) is to be sent to the Authority/Department's Office monthly. In addition, the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) must be submitted with the Provider's invoice. All payments made to subproviders are to be reported. **The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Reports are required monthly even during months when no payments to subproviders have been made.** The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report will be required until all work on the contract has been completed. The Authority/Department may verify the amounts being reported as paid to HUBs by requesting copies of canceled checks paid to HUBs on a random basis.
- b. Subproviders should be identified on the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) by name, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount.
- c. All such records must be retained for a period of four years following final payment, or until an investigation, audit, examination, or other review undertaken during the four years, and shall be available at reasonable times and places for inspection by authorized representatives of the Authority/Department and other agencies.
- d. Prior to receiving final payment, the Provider shall submit a Final Report (Attachment H-4), detailing the subprovider payments to the AUTHORITY Office of the Authority, and one copy to the Authority/Department with the Provider's final invoice.

12/06  
HUB.ATT

## ATTACHMENT H-SN (NOT APPLICABLE)

### **Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts No State of Texas HUB Subcontracting Plan Required**

#### **POLICY**

It is the policy of the Authority/Department to ensure that HUBs shall have an equal opportunity to participate in the performance of contracts; to create a level playing field on which HUBs can compete fairly for contracts and subcontracts; to ensure nondiscrimination on the basis of race, color, national origin, or gender in the award and administration of contracts; to help remove barriers to the participation of HUBs in Authority contracts; and, to assist in the development of firms that can compete successfully in the market place outside the HUB program.

Subcontracting participation on projects with no HUB Subcontracting Plan Required should be reported on the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report, the Attachment H-6 Form. Payment to non-HUBs subproviders must be reported on Attachment H-6. Payments to HUBs reported on Attachment H-6 are subject to the following requirements:

#### **DETERMINATION OF HUB PARTICIPATION.**

A firm must be an eligible HUB and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible HUB, the total amount paid to the HUB should be reported as race-neutral HUB participation.

A HUB subprovider may subcontract no more than 70% of a contract. The HUB subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the HUB; and equipment owned or rented directly by the HUB.

A provider must report a portion of the total value of the contract amount paid to a HUB joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the HUB.

Proof of payment, such as copies of canceled checks, properly identifying the Authority/Department's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority/Department.

The provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

#### **REQUIRED FORMS.**

If subcontractors are used under the contract that has no stated HUB goal, Attachments H-1, H-2, H-4 and H-6 are required. Attachments H-1 and H-6 are required if no subcontractors are being used to perform work under this contract.

Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) **is required monthly even when no subcontracting activity has occurred.** In addition, Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) should be submitted with the Provider's invoice.

**ATTACHMENT H-1**

**Subprovider Monitoring System  
Commitment Worksheet**

Contract #: \_\_\_\_\_ Assigned Goal: 12.2% Federally Funded \_\_\_\_\_

County Funded \_\_\_\_\_

Prime Provider: HDR Engineering Inc.

Total Contract Amount:  \${Contract Amt}

Prime Provider Info: DBE \_\_\_ HUB \_\_\_ Both \_\_\_

Vendor ID #: \_\_\_\_\_

DBE/HUB Expiration Date: \_\_\_\_\_

(First 11 Digits Only)

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

<b>Subprovider(s) (List All)</b>	<b>Type of Work</b>	<b>Vendor ID # (First 11 Digits Only)</b>	<b>D=DB E H=HU B</b>	<b>Expiration Date</b>	<b>\$ Amount or % of Work *</b>
CP&Y, Inc.	Engineering		n/a		5%
Melden & Hunt, Inc.	Survey		n/a		2%
Perez Consulting Engineers, LLC	Engineering	20026043	D	3/31/2019	4%
RJ Rivera	Public Involvement	12025179289	D	9/30/2019	2%
RODS Subsurface Utility Engineering	Subsurface Utility	18310932	D	3/31/2019	3%
Sanchez Salazar & Associates, LLC	CEI and Engineering	14620551250	D	2/29/2020	4%
<b>Subprovider(s) Contract or % of Work* Totals</b>					<b>20%</b>

\*For Work Authorization Contracts, indicate the % of work to be performed by each subprovider.

Total DBE or HUB Commitment Dollars \$0.00 (DBE)

Total DBE or HUB Commitment Percentages of Contract 13% (DBE)

(Commitment Dollars and Percentages are for Subproviders only)

12/06 DBEH1.AT

**ATTACHMENT H-2  
Subprovider Monitoring System Commitment Agreement**

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

Contract #: \_\_\_\_\_ Assigned Goal: 0% Prime Provider HDR Engineering Inc.

Work Authorization (WA)#: \_\_\_\_\_ WA Amount: \$0 Date: \_\_\_\_\_

Supplemental Work Authorization (SWA) #: \_\_\_\_\_ to WA #: \_\_\_\_\_ SWA Amount: \_\_\_\_\_

Revised WA Amount: \_\_\_\_\_

<b>Description of Work</b> <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	<b>Dollar Amount</b> <i>(For each category of work or task description shown.)</i>
FC	\$0
FC	\$0
<b>Total Commitment Amount</b> <i>(Including all additional pages.)</i>	\$0

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

<b>Provider Name: HDR Engineering, Inc.</b> <b>Address: 4828 Loop Central Drive, Ste 800,</b> <b>Houston, TX 77081</b> <b>VID Number:</b> <b>PH: &amp; FAX: 713-622-9264</b> <b>Email: david.weston@hdrinc.com</b>	<b>Name:</b> <u>David C. Weston</u> <i>(Please Print)</i> <b>Title:</b> <u>Vice-President / Area Manager</u>  <hr/> <b>Signature</b> <span style="float: right;"><b>Date</b></span>
<b>DBE/HUB Sub Provider</b> <b>Subprovider Name:</b> <b>VID Number:</b> <b>Address:</b> <b>PH:</b> <b>Email:</b>	<b>Name:</b> _____ <i>(Please Print)</i> <b>Title:</b> _____  <hr/> <b>Signature</b> <span style="float: right;"><b>Date</b></span>
<b>Second Tier Sub Provider</b> <b>Subprovider Name:</b> <b>VID Number:</b> <b>Address:</b> <b>Phone #&amp; Fax #:</b> <b>Email:</b>	<b>Name:</b> _____ <i>(Please Print)</i> <b>Title:</b> _____  <hr/> <b>Signature</b> <span style="float: right;"><b>Date</b></span>

**VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).**





**ATTACHMENT H-4**

**Subprovider Monitoring System  
Final Report**

The Final Report Form should be filled out by the Prime Provider and submitted to the Contract Manager and the Business Opportunity Programs Office for review upon completion of the contract. The report should reflect **all subcontract activity** on the project. The report will aid in expediting the final estimate for payment. If the HUB or DBE goal requirements were not met, documentation supporting good faith efforts must be submitted.

DBE Goal: 12.2 %

**OR**

HUB Goal: \_\_\_\_\_%

Total Contract Amount: **\$0**

Total Contract Amount: \${Contract Amt}

Contract Number:

<b>Vendor ID #</b>	<b>Subprovider</b>	<b>Total \$ Amount Paid to Date</b>
<b>TOTAL</b>		

This is to certify that \_\_\_\_\_% of the work was completed by the HUB or DBE subproviders as stated above.

\_\_\_\_\_  
By: Prime Provider

\_\_\_\_\_  
Per: Signature

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_ Notary Public \_\_\_\_\_ County

My Commission expires: \_\_\_\_\_

12/06 DBE-H4.A

**ATTACHMENT H-5**

**Federal Subprovider and Supplier Information**

The Provider shall indicate below the name, address and phone number of all successful and unsuccessful subproviders and/or suppliers that provided proposals/quotes for this contract prior to execution. You may reproduce this form if additional space is needed.

<b>Name</b>	<b>Address</b>	<b>Phone Number</b>
CP&Y, Inc.	1820 Regal Row, Ste. 200 Dallas, TX 75235	214-638-0500
Melden & Hunt, Inc.	115 W. McIntyre St Edinburg, Tx 78541	956-381-0981
Perez Consulting Engineers, LLC	808 Dallas Ave McAllen, TX 78501	956-631-4482
RJ Rivera	8023 Vantage Dr, Ste. 1100 San Antonio, TX 78230	210-785-0888
RODS Subsurface Utility Engineering	6810 Lee Rd, Ste 300 Spring, TX 77379	281-257-5248
Sanchez Salazar & Associates, LLC	12770 Cimarron Path, Ste 118 San Antonio, TX 78249	210-314-5458
Raba Kistner Consultants, Inc.	800 East Hackberry McAllen, TX 78501	956-682-5332

The information must be provided and returned with the contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

David C. Weston  
Printed Name

david.weston@hdrin.com  
Email

713-622-9264  
Phone #



**ATTACHMENT H-7**  
**DBE CERTIFICATIONS**

**ATTACHMENT I**  
**CERTIFICATE OF INSURANCE**

**ATTACHMENT J**

**CONFLICTS CERTIFICATION**

1. Business Relationships:

The RMA has adopted a conflict of interest policy which generally requires disclosure of any business relationships with RMA board members or key personnel, as designated on the Authority’s website. The Conflict of Interest Policy for Consultants, the list of Board Members and Key Personnel, and the Disclosure Form can be obtained from the RMA website ([www.hcrma.net](http://www.hcrma.net)). GEC all any sub consultants to GEC shall adhere to this policy and provide any required disclosures.

2. Adverse Matters:

GEC must disclose conflicts of interest by identifying any matter in which the GEC becomes adverse to the RMA or the Texas Department of Transportation or to the State of Texas or any of its boards, agencies, commissions, universities, elected or appointed officials, or Hidalgo County during the term of the Agreement.

3. Direct and Indirect Interest:

The GEC shall ensure that, during the term of the Agreement, the GEC, including any of its principals, will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of GEC’s obligations under the agreement, including, but not limited to, ownership of property in the right-of-way of any of the independent projects of the Hidalgo County Roadway System. The GEC warrants that, in the performance of the Agreement, the GEC shall not employ any person, or subcontract with any entity, having such known interest.

GEC: HDR Engineering Inc.

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTACHMENT K  
DEBARMENT CERTIFICATION**

This Page  
Intentionally  
Left Blank

**Item 3B**

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  3B  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  02/05/19  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  03/05/19  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2019-02 – APPROVAL OF WORK AUTHORIZATION NUMBER 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING, INC. FOR THE 365 TOLLWAY PROJECTS**
  
2. Nature of Request: (Brief Overview) Attachments:   X   Yes    No  
Consideration and Approval of Work Authorization 1 with HDR Inc. for the 365 Tollway Projects .
  
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
  
4. Budgeted:    Yes    No   X   N/A
  
5. Staff Recommendation: **Motion to approve Resolution 2019-02 – Approval of Work Authorization 1 with HDR Inc. for the 365 Tollway Projects as presented.**
  
6. Program Manager’s Recommendation:    Approved    Disapproved   X   None
  
7. Planning Committee’s Recommendation:    Approved    Disapproved   X   None
  
8. Board Attorney’s Recommendation:    Approved    Disapproved   X   None
  
9. Chief Auditor’s Recommendation:    Approved    Disapproved   X   None
  
10. Chief Financial Officer’s Recommendation:    Approved    Disapproved   X   None
  
11. Chief Development Engineer’s Recommendation:   X   Approved    Disapproved    None
  
12. Chief Construction Engineer’s Recommendation:    Approved    Disapproved   X   None
  
13. Executive Director’s Recommendation:   X   Approved    Disapproved    None



**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Saenz Oil & Gas Services, LLC

- CMT Services
- Environmental
- Engineering **HDR Engineering, Inc.**
- Geo-Technical
- Surveying

**WORK AUTHORIZATION SUMMARY**

RESOLUTION 2019-02

Work Authorization # 1 Supplemental # \_\_\_\_\_

Amount \$ 171,350.84

**Approved Work Authorizations:**

Resolution No.	Description	Amount
WA No.		
	<b>Subtotal from Cont. Page</b>	<u>\$ 0.00</u>
	Total Approved WA	<b>\$ 0.00</b>

Proposed Work Authorization and/or Supplemental		
2019-02	WA No. 1 - 365 Tollway GE Consulting	<b>\$ 171,350.84</b>

**Goal and Options:**

Task 2 - Project Management for the 365 Tollway Project

**Staff is recommending approval of this request in the amount of \$ 171,350.84**  
**Proposed total approved WA and/or Supplementals \$ 171,350.84**

E. Davila, Develop Eng  
Requested By:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2019-02

APPROVAL OF WORK AUTHORIZATION 1 TO THE  
PROFESSIONAL SERVICE AGREEMENT WITH HDR  
ENGINEERING TO PROVIDE GENERAL ENGINEERING  
CONSULTANT SERVICES FOR THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 5<sup>th</sup> day of March 2019, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

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

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

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of \$x;

WHEREAS, the Authority finds it necessary to approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. Project Management for the 365 Tollway Project in the amount of \$171,350.84;

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

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Work Authorization 1 to the Professional Services Agreement with HDR Engineering, Inc. for Project Management for the 365 Tollway Project in the amount of \$171,350.84 hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute the Work Authorization 1 to the Professional Services Agreement for Project Management 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 5<sup>th</sup> day of March, 2019, at which meeting a quorum was present.

---

S. David Deanda, Jr., Chairman

---

Rick Perez, Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION 1  
TO THE PROFESSIONAL SERVICE AGREEMENT  
FOR  
GENERAL ENGINEERING CONSULTANT SERVICES  
BETWEEN  
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
AND  
HDR ENGINEERING, INC.

**ATTACHMENT D-1**

**WORK AUTHORIZATION NO. 01  
AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for General Engineering Consulting Services” (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and HDR Engineering Inc. (the GEC).

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

**PART II.** The maximum amount payable under this Work Authorization is \$171,350.84 and the method of payment is Specified Rate, Unit Cost, and Other Direct Expenses as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the GEC’s estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

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

**PART IV.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on March 31, 2020, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

**PART V.** This Work Authorization does not waive the parties' responsibilities and obligations provided under “Article V of that certain Professional Services Agreement for General Engineering Consulting Services.

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

**THE GEC**

**THE AUTHORITY**

\_\_\_\_\_  
(Signature)  
David C. Weston  
\_\_\_\_\_  
(Printed Name)  
Vice-President / Area Manager  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

**LIST OF EXHIBITS**

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

**EXHIBIT A**  
**SERVICES TO BE PROVIDED BY THE AUTHORITY**

**GENERAL**

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

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

**PS&E** P.S. & E. Development

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

1. Authorization to begin work.
2. Timely payment for work performed by the **GEC** and accepted by the **AUTHORITY** on a monthly basis.
3. Assistance to the **GEC**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **GEC** cannot easily obtain.
4. Provide any available relevant data the **AUTHORITY** may have on file concerning the project.
5. Review and approve the **GEC**'s progress schedule with milestone activities and/or deliverables identified.
6. Provide timely review and decisions in accordance with **TxDOT's Advanced Funding Agreement for SH365** in response to the **GEC**'s request for information and/or required submittals and deliverables, in order for the **GEC** to maintain the agreed-upon work schedule identified in Attachment F.
7. Request Project CSJ's from TxDOT.
8. Provide available Aesthetic plans and details for project.

**ROUTE AND DESIGN STUDIES**

The **AUTHORITY** will provide the following:

**Design Criteria**

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

**Schematic Update**

1. Provide all available design and reference files in electronic (.dgn) format for existing schematic.
2. Provide available drainage layout currently on file in Arcview Format
3. Assist the **GEC** with obtaining cost estimates, geotechnical reports, environmental documents, and as-built plans from TxDOT which are relevant to the Project for connectivity and continuity.

**EXHIBIT A**  
**SERVICES TO BE PROVIDED BY THE AUTHORITY**

**SOC, ECO AND ENVIRON STUDIES & PUBLIC INVOLVEMENT**

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

**RIGHT-OF-WAY DATA**

The **AUTHORITY** will provide the following services and available information:

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

**FIELD SURVEYING AND PHOTOGRAMMETRY**

The **AUTHORITY** will provide the following available information:

Deliverables:

1. Survey Control Data Sheets signed and sealed by a RPLS on 11X17 .pdf sheets.
2. 2d-planimetric, 3d-digital terrain model in a Microstation (.dgn) format delivered on a thumb drive or an e-mail. Also to be included is the TIN file, and Geopak files utilized and/or generated by Surveyor.
3. Pdf of Field Surveying Book and Data.
4. All survey information required for the development of the PS&E for the project.

**MANAGEMENT**

The **AUTHORITY** will provide the following:

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

**EXHIBIT B**  
**SERVICES TO BE PROVIDED BY THE GENERAL ENGINEERING CONSULTANT**

**1. General**

The purpose of this work authorization is for the GEC to assist the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter referred to as the "Authority") in:

- Project Management (Setting up a GEC framework and foundation for the management of the Authority's Program),

**2. Project Management**

As used throughout, "ensure" means to make certain that something has happened or will happen, and includes an obligation to deploy the appropriate level of engineering or other technical expertise, consistent with the complexity, cost, and level of risk associated with a task. Ensure does not require or guarantee the completion of any task assigned to a separate entity under any other agreement.

References to "corridor", "work", "projects", and/or "program" shall refer to the Authority's development of transportation projects as part of this "Program" or "Project".

**2.1. Project Management Plan**

The GEC shall support and coordinate with the Authority to facilitate creating and maintaining a Project Management Plan (PMP) as a living, electronic document in a central and immediately accessible location for the Authority and all subconsultants. In the PMP, the GEC shall outline items including but not limited to: project team organization, roles and responsibilities; program- and project-level scheduling expectations; coordination and communication procedures; document and graphics formatting protocols; filing protocols, project closeout procedures, and other important operational information pertaining to project team and Authority collaboration.

Deliverables

- Draft, Final, and periodic updates (as necessary) to Project Management Plan

**2.2. Quality Assurance/Quality Control Plan (GEC Team)**

The GEC shall support and coordinate with the Authority to facilitate creating and maintaining a program Quality Assurance / Quality Control (QA/QC) Plan to document the quality control program to be implemented by the GEC team. The GEC shall conduct Quality Control procedures under respective work tasks and sub-tasks. An independent member of the GEC team shall perform quarterly quality audits to ensure the QA/QC Plan is being implemented by the GEC team. The GEC shall conduct spot-check reviews to verify that the GEC team is submitting QC documentation and complete redlines by product (including milestones for design products). The GEC shall report upon the program's progress in quality tracking and enforcement, schedule enforcement as documented in the provider

**EXHIBIT B**  
**SERVICES TO BE PROVIDED BY THE GENERAL ENGINEERING CONSULTANT**

evaluations, as well as proposed strategies for improvement in quality and schedule adherence at the GEC Quarterly Status Report.

Deliverables

- Draft, Final, and periodic updates (as necessary) to QA/QC Plan
- Quarterly quality audits and documentation of QA/QC implementation
- Redlines Spot Check Log and Documentation
- Quality Status Summary and Recommendations

**2.3. Management Plan / Quality Assurance/Quality Control Plan (Professional Service Provider(s) Procured by the HCRMA-GEC Team)**

Companies contracted with the Authority (Professionals Service Providers, PSP) will be responsible to develop a Management Plan (MP) that will establish all procedures, processes, and quality management systems for Authority consideration and approval. Specified parts of the MP, as identified in the individual Contract between the PSP and the Authority (hereinafter referred to as the "Contract"), must be submitted in full by the PSP and approved by the Authority prior to executing a notice to proceed. The PSP is responsible for design and is required to submit design plans, specifications, drawings and other documents to the Authority as and when prepared as outlined in the approved MP. The GEC shall monitor and audit the PSP for compliance with Contract requirements and the approved MP. This will include monitoring, oversight, and audit of the design and construction documents.

The GEC shall review and confirm compliance of a PSP's MP with applicable Contract, Authority, TxDOT, State, FHWA, and Federal requirements, including current Legislative requirements and FHWA published guidance documents. Any compliance deviations shall be communicated to the Authority. The PSP's MP shall document the procedures and processes that are in affect to provide timely information to the project decision makers to effectively manage the scope, costs, schedules, and quality of, and the Federal requirements applicable to, the project; and the role of the agency leadership and management team in the delivery of the project. The GEC shall monitor and audit the PSP for compliance with Contract requirements and the approved MP. This will include monitoring, oversight, and audit of the design and construction documents.

The GEC shall receive proposed amendments or additions to the MP from the PSP in accordance with the requirements of the Contract, review submitted parts of the PSP's MP and submit review comments to the Authority and the PSP according to the review procedure.

The GEC shall report annually to the Authority with recommendations on the adequacy of the PSP's MP with suggestions for any amendment or update of any part of the PSP's MP to the extent necessary to comply with good industry practice. A schedule for the GEC's annual report will be submitted to the Authority for approval and included in the GEC's Project Management Plan.

## **EXHIBIT B**

### **SERVICES TO BE PROVIDED BY THE GENERAL ENGINEERING CONSULTANT**

#### Deliverables

- Review of the PSP's MP (including all sub-plans, such as Design Quality Management Plan, etc.)
- Annual Report on adequacy of PSP's MP
- Record of audits including participants, identification of items reviewed and a written response to any comments received.
- Review and comment on design and construction submittals as required by the PSP's MP (including design and construction plans, specifications, drawings and other documents).

#### **2.4. Coordination Meetings**

The GEC shall hold a kickoff meeting with the Authority, including task leads and all subconsultants, within four weeks of the work authorization execution notification. At the kickoff meeting, the GEC shall walk through an updated, living PMP in electronic format. The GEC shall conduct coordination meetings with the Authority monthly. The GEC shall attend and participate in other coordination meetings with the Authority, regional jurisdictional entities, affected stakeholders and regulatory agencies. For each meeting, the GEC shall prepare agendas, presentation materials, and decisions/action items list.

#### Deliverables

- Kickoff Meeting
- Monthly (or as directed by HCRMA) Coordination Meetings
- Agenda, meeting materials including electronic Project Management Plan in PDF format for distribution as a living document, sign-in sheet, and decisions/action item list for kickoff meeting
- Agenda, presentation materials, sign-in sheet, decisions/action items list by meeting

#### **2.5. Subconsultant Management**

The GEC shall manage subconsultants assigned to specific work authorizations, including developing subcontract documents, assigning, managing and reviewing work products, holding monthly team project meetings and periodic individual subconsultant meetings, and reviewing and approving subconsultant schedules, progress reports, invoices, and work deliverables.

#### **2.6. Management of Work Activities**

The GEC shall proactively manage its own work activities, providing daily management, coordination and oversight of work performed for this contract. The GEC shall manage the progress of the project to ensure it is in accordance with Federal and State statutes, regulations, guidelines and the Authority's latest codes, practices, criteria, specifications, policies, and procedures as well as on schedule within project scope and budget while meeting quality expectations. The GEC shall take ownership and be accountable for

**EXHIBIT B**  
**SERVICES TO BE PROVIDED BY THE GENERAL ENGINEERING CONSULTANT**

managing the program, proactively balancing program needs and resources. The GEC shall manage work using tools including but not limited to:

Quarterly GEC Program Status Report – The GEC shall prepare, schedule, and discuss with the Authority on a quarterly basis an assessment of where the program stands, vision for the immediate, mid-, and longer-term program, the GEC’s proposed next steps to accomplish this vision, progress on key initiatives such as schedule and quality, and any actions suggested for the Authority to facilitate this process. This report is not an external facing public document, but an internal program management tool. The GEC shall cover the entire program status in summary with regard to scope, schedule, and budget and detail status for the same areas for all work tasks. The GEC shall include an assessment of burn rate of team and individual team members through the end of each work authorization, risks, and mitigation strategies to address those risks. At the kickoff of the work authorization, the GEC shall present an initial draft of this report with initial goals for the first quarter of activities, including reporting for anticipated activities for the following quarter for discussion with the Authority at the kickoff meeting. The GEC shall proactively schedule and facilitate a quarterly discussion with the Authority of this quarterly deliverable and others, including a re-visit of prior action items.

GEC Progress Report and Deliverables Table – The GEC shall manage their effort by maintaining a detailed progress report and deliverables table, tracking progress cumulatively throughout each invoice period. The GEC shall be prepared to submit the weekly products upon request by the Authority and shall submit the period-end products to the Authority within 7 days after the end of the invoice cycle. The GEC shall include in the progress report the following: Progress Reporting Period, Progress Summary, Problems Encountered, Future Progress Expected, Schedule Status, Physical Percent Complete, Financial Percent Complete, Physical Ahead/Behind Financial Percent Complete, HUB/DBE Status. The Progress Report shall include progress for the entire GEC team for the month (regardless of invoice progress). The deliverables table shall include all deliverables. A Snapshot Deliverables Table shall be extracted for each invoice reporting period including deliverables anticipated for the next invoice period. The GEC shall use the format provided by the Authority for these products.

Program-wide templates and tools – The GEC shall provide program-wide templates, tools, and updates to project teams and provide support in their use consistently across the program. These tools include: checklists, logs, templates, reports, policies and procedures, special request forms, for example for QA/QC procedures, progress reports, deliverables table, project schedule, technical memorandum, and reports. The GEC shall start with tools and templates provided by the Authority and coordinate refinements to these tools with the Authority as necessary to ensure consistency across the program.

Deliverables

- Quarterly GEC Program Status Report
- GEC Progress Report
- GEC Deliverables Table

## **EXHIBIT B**

### **SERVICES TO BE PROVIDED BY THE GENERAL ENGINEERING CONSULTANT**

- Updates as needed to program-wide project development templates and tools, including but not limited to checklists, logs, templates, reports, policies and procedures available upon request by the Authority and for delivery to project teams as needed

#### **2.7. Program Schedule**

The GEC shall create and maintain a program schedule using Primavera P6 or more current version as specified by the Authority. The GEC shall maintain the schedule for key milestones and critical path for the duration of the program from information provided by others. The GEC shall include each individual project under development in the Program by the Authority or other entities. The GEC shall depict the order and interdependence of various tasks, subtasks, milestones and deliverables. The GEC shall indicate the primary functional area, such as design, environmental, public involvement, right-of-way/utility, general administration, etc. for each activity. The GEC shall indicate when another party is responsible for completion of an activity such as review by the State or Authority. The GEC shall maintain the program schedule from execution through GEC contract completion. The GEC shall review progress during program- and project-level coordination meetings and update the schedule as necessary. The GEC shall identify issues that need resolution or action items in the Progress Report and in program- and project-level coordination meetings. The GEC shall produce a table of deliverables from the information provided in the schedules upon the request of the Authority. The GEC shall review, assess, monitor, and update monthly detailed schedules and other scheduling documents produced by others including utility companies and third party agencies, and shall integrate critical milestone elements within the program master schedule.

#### Deliverables

- Draft, final, and updates to program schedule (live)
- Schedule output tables to show deliverables and tracking (live)

#### **2.8. Program Budget**

The GEC shall maintain a live budget with current information available up through the most recent invoice concerning overall budget, tracking and managing all expenditures by task/sub-task and project (by project ID number) to the level defined in the fee estimate. The GEC shall submit with each invoice an overall budget summary table including subtotals, positive or negative difference from the Fee Schedule amount, and percent expended, by invoice period. The GEC shall immediately advise the Authority any areas of concern. GEC shall be responsible for ensuring that project expenditures are maintained within overall tasks and direct expense allocation by work authorization for all firms on the GEC team. The GEC shall maintain this item in a format agreed upon by the Authority and location immediately available to the Authority at any time and updated no less than 30 days following the end of the previous invoice period, including information on the status of

**EXHIBIT B**  
**SERVICES TO BE PROVIDED BY THE GENERAL ENGINEERING CONSULTANT**

subconsultant invoices being included in the budget (for example, invoice is included or a month behind).

Deliverables

- Program budget (monthly)

**2.9. Invoice Preparation and Submittal**

The GEC shall invoice according to major task. The GEC shall submit each invoice no later than 30 days after the end of the reporting period in a format acceptable to the Authority. The GEC shall utilize the invoice template provided by the Authority and shall ensure that each subconsultant invoice submitted follows the same invoice template. The GEC shall submit timesheets and administrative details (copies, rentals, etc.) to support invoice submittals.

Deliverables

- Monthly Invoice (to include):
  - Budget Summary Table
  - Progress Report
  - Snapshot Deliverables Table

**2.10. Document Control**

The GEC shall host an electronic document management system (EDMS), such as ProjectWise, in a location agreed upon with the Authority to collect, assemble, manage and maintain all documents pertinent to the program and projects. Upon explicit notice to proceed (NTP) by the Authority, the GEC shall proactively and progressively transition ongoing program and project files from prior program efforts to the EDMS and shall maintain a log of deliverables transitioned. Standard Authority file management and file retention practices shall be used for all information and data. The Authority will host a workshop to outline their preferred document filing procedures and policies.

Deliverables

- Monthly hosting and maintenance of EDMS
- Log of ongoing projects and other program deliverables transitioned
- Log of prior projects and other program deliverables transitioned

## **Exhibit C**

### **Work Schedule**

- March 6, 2019 – Receive Notice-to-Proceed from HCRMA.
- March 2019 thru March 2020 – Perform monthly reoccurring GEC tasks.
- March 22, 2019 – Complete Draft Project Management Plan
- April 12, 2019 – Complete Final Project Management Plan
- April 30, 2019 – Provide draft QA/QC Plan
- April 2019 – Hold EDMS workshop (if needed)
- June 5, 2019 – Management Plan meeting with 365 Toll Designer

Prime Provider: HDR Engineering, Inc.  
Subconsultant: N/A  
Work Authorization: 01

Task 2 - Project Management		Total by Firm	% by Firm
	Labor	ODE	
HDR	\$162,569.53	\$8,781.31	\$171,350.84
CP&V			\$0.00
SSA			\$0.00
<blank>			\$0.00
Sub-Total by Task	\$162,569.53	\$8,781.31	Total WA
Total by Task	\$171,350.84		\$171,350.84

Total Labor Hrs  
970

100% check



Prime Provider: HDR Engineering, Inc.  
Subconsultant: N/A  
Work Authorization: 01

Legend: Current State Rate = CSR, Actual Cost = AC, Fixed = F, Max = M

OTHER DIRECT EXPENSE	UNIT	MAX RATE BASIS	FIXED / MAX	ODE RATE	Task 2 Project Management	Sub-Total per ODE
Lodging/Hotel - Taxes and Fees	day/person	n/a	M	\$32.00	12	\$384.00
Lodging/Hotel (Taxes/fees not included)	day/person	CSR	M	\$94.00	12	\$1,128.00
Meals (Excluding alcohol & tips) (Overnight stay required)	Day/person	CSR	M	\$55.00	12	\$660.00
Mileage	mile	CSR	F	\$0.545	620	\$337.90
Rental Car Fuel	gallon	n/a	M	\$3.75	64	\$240.00
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day	n/a	M	\$75.00	8	\$600.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person	n/a	M	\$580.00	1	\$580.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person	n/a	M	\$450.00	3	\$1,350.00
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/person	n/a	M	\$600.00	1	\$600.00
Air Travel - Out of State - Short Notice (Coach)	Rd Trip/person	n/a	M	\$900.00	2	\$1,800.00
Oversize, special handling or extra baggage airline fees	each	n/a	M	\$45.00		\$0.00
Taxi/Cab fare	each/person	n/a	M	\$30.00		\$0.00
Parking	day	n/a	M	\$20.00	8	\$160.00
Toll Charges	each	n/a	M	\$10.00		\$0.00
Standard Postage	letter	CSR	F	\$0.47	3	\$1.41
Certified Letter Return Receipt	each	CSR	F	\$6.20	6	\$37.20
Overnight Mail - letter size	each	CSR	M	\$22.00	6	\$132.00
Overnight Mail - oversized box	each	CSR	M	\$85.00		\$0.00
Courier Services	each	n/a	M	\$28.00		\$0.00
Photocopies B/W (11" X 17")	each	n/a	F	\$0.25		\$0.00
Photocopies B/W (8 1/2" X 11")	Each	n/a	F	\$0.12	240	\$28.80
Photocopies Color (11" X 17")	each	n/a	F	\$1.50		\$0.00
Photocopies Color (8 1/2" X 11")	each	n/a	M	\$0.85	120	\$102.00
Digital Ortho Plotting	sheet	n/a	M	\$1.25		\$0.00
Plots (B/W on Bond)	per sq. ft.	n/a	M	\$0.50		\$0.00
Plots (Color on Bond)	per sq. ft.	n/a	F	\$1.00	600	\$600.00
Plots (Color on Photographic Paper)	per sq. ft.	n/a	F	\$4.00		\$0.00
Color Graphics on Foam Board	square foot	n/a	F	\$5.00		\$0.00
Presentation Boards 30" X 40" Color Mounted	each	n/a	M	\$125.00		\$0.00
Report Printing	each	n/a	M	\$65.00	0	\$0.00
Report Binding and tabbing	each	n/a	M	\$8.00		\$0.00
Notebooks	each	n/a	M	\$9.00		\$0.00
Reproduction of CD/DVD	each	n/a	M	\$5.00		\$0.00
CDs	each	n/a	F	\$1.75		\$0.00
4" X 6" Digital Color Print	picture	n/a	F	\$0.25		\$0.00
Tx Parks & Wildlife Data Request Fees	each	n/a	M	\$50.00		\$0.00
Hazardous Materials Database Search	per search	n/a	M	\$350.00		\$0.00
Noise Meter Rental	per project	n/a	M	\$150.00		\$0.00
Environmental Database Search	per project	n/a	M	\$1,100.00		\$0.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	day	n/a	M	\$65.00		\$0.00
Curator (Drawer & TX Archaeological Research lab for artifacts & report)	per project	n/a	F	\$1,350.00		\$0.00
Newspaper Advertisement	per publication	n/a	M	\$1,650.00		\$0.00
Court Reporter	page	n/a	M	\$10.00		\$0.00
Court Reporter (Public Meetings, Hearings & Transcription)	day	n/a	M	\$500.00		\$0.00
Translator (English to Spanish, other language as appropriate, or Sign Language) for Public Involvement	event	n/a	F	\$500.00		\$0.00
Translator (English to Spanish, other language as appropriate, or Sign Language)	hour	n/a	M	\$100.00		\$0.00
Custodian for Public Involvement	hour/custodian	n/a	M	\$35.00		\$0.00
Sound Technician for Public Involvement	event	n/a	M	\$1,000.00		\$0.00
Public Involvement Facility Rental (estimate)	4 hours	n/a	M	\$800.00		\$0.00
Public Involvement Facility Rental (estimate)	8 hours	n/a	M	\$1,600.00		\$0.00

Public Involvement Facility Rental (estimate)	hour	n/a	M	\$200.00		\$0.00
Public Involvement Facility Rental	event	n/a	M	\$3,000.00		\$0.00
Audio - Equipment Rental	each	n/a	M	\$750.00		\$0.00
Audio - Visual Equipment Rental	event	n/a	M	\$1,250.00		\$0.00
Public Notices - Mass Mailing (500 pieces)	per mailing	n/a	M	\$550.00		\$0.00
Public Notices - Mass Mailing/with Self Addressed Return Envelope (500 pieces)	per mailing	n/a	M	\$750.00		\$0.00
Electronic Message Signs	day	n/a	M	\$240.00		\$0.00
Website URL Rental	year	n/a	F	\$425.00		\$0.00
FEMA FIS (Manual)	each	n/a	M	\$7.00		\$0.00
FEMA FIS Backup Data Request	each	n/a	M	\$400.00		\$0.00
FEMA Map Revision Submittal (CLOMR/LOMR) (Submittal Fee Only)	each	n/a	F	\$8,250.00		\$0.00
FEMA Model/Floodplain Hardcopy	each	n/a	F	\$275.00		\$0.00
Railroad - Flagger (Service provided by RR)	hour	n/a	M	\$80.00		\$0.00
Railroad - Insurance in addition to STD Minimum Required (Minimum coverage of \$1 Million required by RR)	each	AC	M	\$3,500.00		\$0.00
Railroad - Permit	each	n/a	M	\$1,000.00		\$0.00
Railroad - Safety Training (If required - Heavy Rail Safety Training Certificate, includes classroom training and employee certification card)	Per Person	n/a	M	\$500.00		\$0.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Large Project (Includes labor, equipment and fuel)	day	n/a	M	\$3,000.00		\$0.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Medium Project (Includes labor, equipment and fuel)	day	n/a	M	\$2,350.00		\$0.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Small Project (Includes labor, equipment and fuel)	Day	n/a	M	\$1,500.00		\$0.00
Attenuator trucks - (No Lane Closure) (Includes labor, equipment and fuel)	day	n/a	M	\$650.00		\$0.00
Attenuator trucks - (Lane/Shoulder Closure) (Includes labor, equipment and fuel)	day	n/a	M	\$600.00		\$0.00
Flashing Arrow Board	day	n/a	F	\$500.00		\$0.00
Portable Message Board	day	n/a	M	\$300.00		\$0.00
Law Enforcement/Uniform Officer (including vehicle)	Hour	n/a	M	\$75.00		\$0.00
Required Permit Fees (non-railroad)	each	n/a	M	\$300.00		\$0.00
Boat with Motor	day	n/a	M	\$275.00		\$0.00
Fathometer	day	n/a	M	\$90.00		\$0.00
Backhoe Rental	day	n/a	M	\$1,500.00		\$0.00
Map Records	sheet	n/a	M	\$6.00		\$0.00
Deed Copies	sheet	n/a	F	\$2.00		\$0.00
Certified Deed Copies	sheet	n/a	F	\$2.50		\$0.00
Aerial Photographs (1" = 500' scale)	each	n/a	M	\$90.00		\$0.00
Terrestrial Laser Scanner (rates applied to actual time scanner unit is in use)	per sq. ft.	n/a	M	\$4.00		\$0.00
Ground Target (includes paint, panel material, etc.)	Hour	n/a	M	\$110.00		\$0.00
TARL Curation Fee	Each	n/a	M	\$30.00		\$0.00
USB External Drive	site	n/a	M	\$1,800.00		\$0.00
Law Enforcement/Uniform Officer (without vehicle)	each	n/a	M	\$40.00		\$40.00
	per hr	n/a	M	\$45.00		\$0.00
				Total ODE Cost	\$8,781.31	\$8,781.31

**ATTACHMENT H-2  
Subprovider Monitoring System Commitment Agreement**

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

Contract #: \_\_\_\_\_ Assigned Goal: 12.2% Prime Provider HDR Engineering Inc.

Work Authorization (WA)#: \_\_\_\_\_ WA Amount: \$0 Date: \_\_\_\_\_

Supplemental Work Authorization (SWA) #: \_\_\_\_\_ to WA #: \_\_\_\_\_ SWA Amount: \_\_\_\_\_

Revised WA Amount: \_\_\_\_\_

<b>Description of Work</b> <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	<b>Dollar Amount</b> <i>(For each category of work or task description shown.)</i>
N/A	\$0
	\$0
<b>Total Commitment Amount</b> <i>(Including all additional pages.)</i>	<b>\$0</b>

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

**Provider Name: HDR Engineering, Inc.**  
**Address: 4828 Loop Central Drive, Ste 800,**  
**Houston, TX 77081**  
**VID Number:**  
**PH: & FAX: 713-622-9264**  
**Email: david.weston@hdrinc.com**

**Name:** David C. Weston  
**(Please Print)**  
**Title:** Vice-President / Area Manager

\_\_\_\_\_  
**Signature** **Date**

**DBE/HUB Sub Provider**  
**Subprovider Name:**  
**VID Number:**  
**Address:**  
**PH:**  
**Email:**

**Name:** \_\_\_\_\_  
**(Please Print)**  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Signature** **Date**

**Second Tier Sub Provider**  
**Subprovider Name:**  
**VID Number:**  
**Address:**  
**Phone # & Fax #:**  
**Email:**

**Name:** \_\_\_\_\_  
**(Please Print)**  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Signature** **Date**

**VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).**

This Page  
Intentionally  
Left Blank

Item 3C

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  3C  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  02/18/19  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  03/05/19  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2019-10 – APPROVAL OF AWARD OF CONTRACT FOR APPRAISAL SERVICES TO LEONEL GARZA & ASSOCIATES, LLP, AS THE PRIMARY APPRAISER AND PROFESSIONAL APPRAISAL SERVICES, INC. AS THE SECONDARY APPRAISER FOR THE 365 TOLLWAY AND INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS.**
  
2. Nature of Request: (Brief Overview) Attachments:   X   Yes    No  
  
Consideration and approval of award of contract for Appraisal Services to Leonel Garza & Assoc., LLP, and Professional Appraisal Services, Inc, for the 365 Tollway and IBTC Projects.
  
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
  
4. Budgeted:    Yes    No   X   N/A
  
5. Staff Recommendation: **Motion to approve Resolution 2019-10 – Approval of award of contract for Appraisal Services to Leonel Garza & Associates, LLP, as the primary appraiser and Professional Appraisal Services Inc. as the secondary appraiser for the 365 Tollway and International Bridge Trade Corridor Projects, as presented.**
  
6. Program Manager’s Recommendation:    Approved    Disapproved   X   None
  
7. Planning Committee’s Recommendation:    Approved    Disapproved   X   None
  
8. Board Attorney’s Recommendation:    Approved    Disapproved   X   None
  
9. Chief Auditor’s Recommendation:    Approved    Disapproved    None
  
10. Chief Financial Officer’s Recommendation:    Approved    Disapproved    None
  
11. Chief Development Engineer’s Recommendation:    Approved    Disapproved   X   None
  
12. Chief Construction Engineer’s Recommendation:    Approved    Disapproved   X   None
  
13. Executive Director’s Recommendation:   X   Approved    Disapproved    None



**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

# Memorandum

To: S. David Deanda, Chairman  
From: Pilar Rodriguez, PE, Executive Director  
Date: February 18, 2019  
Re: **Resolution 2019-10 - Approval of Award of Contract for Appraisal Services to Leonel Garza & Associates, LLP., as the primary appraiser and Professional Appraisal Services, Inc. as the secondary appraiser for the 365 Tollway and International Bridge Trade Corridor (IBTC) Projects**

---

## **Background**

On February 11, 2019, the Hidalgo County Regional Mobility Authority (HCRMA) received three (3) responses to the formal solicitation for Statements of Qualifications for Appraisal Services for the 365 Tollway and IBTC Projects. A Selection Committee comprised of three (3) staff members reviewed the proposals and ranked the respondents according to the rating criteria on Exhibit A. The Selection Committee ranked the three respondents in the following order (Exhibit B):

- 1<sup>st</sup> Leonel Garza & Associates, LLP
- 2<sup>nd</sup> Professional Appraisal Services
- 3<sup>rd</sup> CBRE Valuation & Advisory Services

The highest-ranking firm will be awarded the contract as the primary appraiser and second highest ranking firm will be awarded the contract as the secondary appraiser.

## **Goal**

The use of contract appraisers is necessary to assist with the acquisition of remaining parcels needed in the 365 Tollway and IBTC Projects.

## **Options**

The Board of Directors may opt to not approve the appraisal service contract(s).

## **Recommendation**

Based on review by this office, **approval of Resolution 2019-10 – Approval of Award of Contract for Appraisal Services to Leonel Garza & Associates, LLP., as the primary appraiser and Professional Appraisal Services, Inc. as the secondary appraiser for the 365 Tollway and International Bridge Trade Corridor Projects is recommended.**

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

EXHIBIT A

**RATING CRITERIA FOR APPRAISAL SERVICES**

No.	Evaluation Criteria
1	Demonstrate competence on previous projects done for the HCRMA or another Toll Authority. (0-10 Points)
2	Recent experience with TxDOT or Toll Authority/Regional Mobility Authority projects comparable to ongoing and proposed HCRMA projects. (0-10 Points)
3	Capability to perform all or most aspects of the project, such as design and integration. (0-5 Points)
4	Reputation for personal and professional integrity and competence. (0-10 Points)
5	Evidence that the consultant has established and implemented an Affirmative Action Program and/or is certified as a DBE (DBE goal is for this project is 12%). (0-5 Points)
6	Key personnel's professional background, caliber and availability for the proposed work. (0-5 Points)
7	Current workload. (0-5 Points)
8	Recent experience in special areas associated with the project such as State or Federal appraisal, if applicable (0-5 points)
9	Demonstrate ability to meet schedules or deadlines. (0-5 Points)
10	Capability to complete work without having major cost escalations or overruns. (0-5 Points)
11	Qualifications and experience of consultants engaged by consultants under consideration. (0-5 Points)
12	Quality of projects previously undertaken. (0-5 Points)
13	Familiarity with the proximity of the geographical location of the project. (0-5 Points)
14	Knowledge of federal, state and local regulations, policies and procedures. (0-5 Points)
15	Capability of a branch office in Hidalgo County which will do the work to perform independently of the home office, or conversely, Firm's capability to obtain necessary support from the home office. (0-5 Points)
16	Demonstrate an understanding of the project's potential problems and the HCRMA's concerns. (0-5 Points)
17	Degree of interest shown in undertaking the work. (0-5 Points)

## EXHIBIT B

## SCORE SUMMARY

<b>FIRM NAME</b>	<b>EVALUATOR #1</b>	<b>EVALUATOR #2</b>	<b>EVALUATOR #3</b>	<b>TOTAL</b>	<b>RANK</b>
<b>CBRE</b>	<b>77</b>	<b>82</b>	<b>75</b>	<b>234</b>	<b>3</b>
<b>Professional Appraisal Services</b>	<b>78</b>	<b>84</b>	<b>84</b>	<b>246</b>	<b>2</b>
<b>Leonel Garza &amp; Associates</b>	<b>84</b>	<b>96</b>	<b>87</b>	<b>267</b>	<b>1</b>

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
BOARD RESOLUTION NO. 2019-10

AWARD OF CONTRACT FOR APPRAISAL SERVICES TO LEONEL GARZA &  
ASSOCIATES, LLP, AS PRIMARY APPRAISER AND PROFESSIONAL APPRAISAL  
SERVICES, INC. AS SECONDARY APPRAISER FOR THE 365 TOLLWAY AND  
INTERNATIONAL BRIDGE TRADE CORRIDOR (IBTC) PROJECTS

THIS RESOLUTION is adopted this 5<sup>th</sup> day of March, 2019 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 Board of Directors of the Authority has been constituted in accordance with the Act to address mobility issues in and around Hidalgo County; and

WHEREAS, the Authority has adopted a Strategic Plan that prioritizes the 365 Tollway and IBTC Projects; and

WHEREAS, the Authority solicited Statements of Qualifications for Appraisal Services for the 365 Tollway and IBTC Projects; and

WHEREAS, on February 11, 2019, the Authority received three (3) responses to the request for Statement of Qualifications for Appraisal Services for the 365 Tollway and IBTC Projects; and

WHEREAS, a Selection Committee reviewed and ranked the proposals submitted by the responding firms; and

WHEREAS, the Authority has determined it is necessary to award a Professional Service Agreement to Leonel Garza & Associates LLP as the primary appraiser and Professional Appraisal Services, Inc. as secondary appraiser for the 365 Tollway and IBTC Projects ;

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 hereby awards a Professional Service Agreement for Appraisal Services with Leonel Garza & Associates, LLP, as the primary appraiser and Professional Appraisal Services, Inc., as secondary appraiser for the 365 Tollway and IBTC Projects.

Section 3. The Board hereby authorizes the Executive Director to execute the Professional Service Agreements with Leonel Garza & Associates, LLP, and Professional Appraisal Services, Inc., for Appraisal Services.

\*\*\*\*\*

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 5<sup>th</sup> day of March, 2019, at which meeting a quorum was present.

---

S. David Deanda, Jr., Chairman

Attest:

---

Ricardo Perez, Secretary/Treasurer

# STATEMENT OF QUALIFICATIONS (SOQ)

For Appraisal Services – 2019-01

Month Day, 2018

Prepared For:

Hidalgo County Regional Mobility Authority (HCRMA)



Prepared By:

Mike Miggins, MAI

Director

(713) 577 1895

[mike.miggins@cbre.com](mailto:mike.miggins@cbre.com)



Mike Miggins  
Director  
  
CBRE, Inc.  
Valuation & Advisory Services

2800 Post Oak Boulevard  
Suite 500  
Houston, Texas 77056

+1 713 577 1895 Tel  
+1 713 817 8852 Cell

mike.miggins@cbre.com  
www.cbre.com

February 7, 2019

*PAUL*  
Maria Alaniz  
Administrative Assistant  
HCRMA  
203 West Newcombe Avenue  
Pharr, Texas 78577

RE: Request for Statement of Qualifications (SOQ) for Appraisal Services – 2019-01

Dear Ms. Alaniz, *PAUL*

I am pleased to present the following proposal, credentials, and qualifications for appraisal services for the Hidalgo County Regional Mobility Authority properties located in Hidalgo County, Texas.

CBRE professionals have provided right-of-way appraisal and appraisal review services for various right-of-way projects across the state. These include transportation, high voltage electric transmission, oil & gas pipelines and water canals. In connection with these projects, CBRE professionals have served as expert witnesses in county, state and federal courts.

I believe in property rights. CBRE's efforts will be centered on a profound respect for Texas Property Rights. This includes both the private property owner's right to full use and enjoyment of their property and the Hidalgo County Regional Mobility Authority or any other condemning authority's right to acquire all necessary property rights for public use. This perspective will guide CBRE's efforts to value the right-of-way it needs and to minimize the cost of litigation.

Please let me know if you have any questions regarding this proposal.

Respectfully Submitted,  
CBRE, Inc., Valuation & Advisory Services

---

Mike Miggins, MAI  
Director  
Phone: (713) 577.1895

# CONTENTS

- 01** | Firm name, including the addresses of all firm offices identifying in which office the work will be performed.
- 02** | Name, position, phone and fax numbers of contact person.
- 03** | Names of principals in the firm; years firm has been in business.
- 04** | Number of staff by discipline in the office that will be working on project, copies of their resumes and appointed project manager for proposed projects.
- 05** | List at least three related TxDOT projects with dates, number of parcels appraised, final appraisal cost and names, addresses and phone numbers of representatives of these TxDOT projects who can be contacted as references.
- 06** | Current workload of the staff and engineering office that would be responsible for the project(s).
- 07** | Names, disciplines and resumes of sub-consultants (if any) proposed for the project.
- 08** | Disadvantaged Business Enterprise (DBE) and Affirmative Action status of firm and sub-consultants.
- 09** | Listing of all pending litigation against or involving the firm or its agents or employees with respect to any work performed.
- 10** | Amount of professional liability insurance coverage carried by your firm.  
Name and phone number of person to contact at the bank where the firm does business.
- 11** | Any other items, which the consultant deems necessary

# SOQ FOR APPRAISAL SERVICES – 2019-01

## 01 | Firm name, including the addresses of all firm offices identifying in which office the work will be performed.

The proponent is CBRE Group, Inc. Valuation & Advisory Services (VAS) Group. CBRE Group, Inc. is the largest commercial real estate services and investment firm in the world. Likewise, the proponent's VAS group represents the largest appraisal firm in the world, completing in excess of 68,000 appraisals in 2018.

Proponent's principal office and office responsible for appraisal services will be in Houston, TX at 2800 Post Oak Boulevard, Suite 500, Houston, TX 77056.

## 02 | Name, position, phone and fax numbers of contact person.

Mike Miggins, MAI  
Director  
Direct: (713) 577 1895  
Mobile: (713) 817 8852  
Email: mike.miggins@cbre.com

## 03 | Names of principals in the firm; years firm has been in business.

CBRE Group, Inc. is the largest commercial real estate services and investment firm in the world. It is based in Los Angeles, California and operates more than 450 offices worldwide with more than 80,000 employees and has clients in more than 100 countries. While CBRE's roots date back to 1906, the Valuation & Advisory Services Group was formed in 1944 and currently features over 500 Valuation Professionals and over 80 Valuation Offices in the United States. VAS has six offices in Texas and an experienced, dedicated right-of-way appraisal staff of 20+ in Texas. CBRE is publicly traded and has been a Fortune 500 company since 2008 (ranked #207 in 2018). CBRE has been ranked as the top real estate brand by The Lipsey Company for 17 consecutive years. Additionally, CBRE was named as a World's Most Ethical Company for four years in a row.

Key management individuals include: Michael Miggins, MAI, LEED AP, Brad Bujan, Dalton Van, MAI, RWA, R/W-AC and Matt Browne, MAI, R/W-AC.

## 04 | Number of staff by discipline in the office that will be working on project, copies of their resumes and appointed project manager for proposed projects.

A CBRE Right-of-way Testifying Expert and Appraisal Project Manager will be the main points of contact for the duration of the project. These individuals are willing and able to provide periodic status updates and attend any and all meetings during the property. Multiple Senior Appraisers, Appraisal Trainees and Administrative Assistants are available to assist in performing appraisal services as volume dictates.

We have multiple bilingual appraisers available to interface with clients or property owners.

### CBRE ROW Testifying Experts include:

Mike Miggins, MAI is a Director in the Houston Valuation and Advisory Services office and has over 17 years of real estate appraisal and consulting experience. A majority of Mr. Miggins' career has centered around litigation

# SOQ FOR APPRAISAL SERVICES – 2019-01

support. Mr. Miggins has worked extensively with large scale right-of-way infrastructure projects which include the valuation of fee simple and easement estates for proposed and existing roadway expansions, water canals and public utility lines. He has also consulted on and appraised property for litigation, specifically eminent domain proceedings and various tax purposes including estate planning, contribution into family limited partnerships and ad valorem. Mr. Miggins testified as an expert witness in Harris, Brazoria, Liberty, Bexar, Fort Bend and Travis counties in Texas.

Brad Bujan is a Vice President with CBRE's Valuation & Advisory Services group in San Antonio, Texas. Mr. Bujan has more than 9 years of real estate appraisal experience, including real estate appraisals, consultations, reviews, and litigation support. He is a candidate for designation in the Appraisal Institute, a member and the Young Professionals Chair of the San Antonio Chapter of the International Right of Way Association (IRWA), an IRWA Region 2 Young Professionals Representative, an Associate Member of the American Society of Farm Managers and Rural Appraisers and is licensed as a Certified General Real Estate Appraiser in the State of Texas. Mr. Bujan has specialized in right-of-way appraisal for his entire career, completing multi-parcel right-of-way projects, individual property appraisals, and market studies throughout Texas. Past clients include TxDOT, numerous pipeline and powerline clients, attorneys, and right of way acquisition companies, among others.

Dalton Vann, MAI, RWA, R/W-AC is a Director of Texas Right of Way with CBRE's Valuation & Advisory Services group in Fort Worth, Texas. Mr. Dalton Vann has provided commercial and residential appraisal services the Dallas/Fort Worth area since 2007. He currently serves as Director of Texas Right of Way at CBRE Valuation and Advisory Services where he provides litigation support services, trains appraisers in the field and provides internal support.

Mr. Vann has performed valuation and consulting services across the State of Texas on various properties including industrial facilities, retail centers, hotels/motels, subdivisions, office buildings, billboards, churches, ranches, estates, residential units, and raw land. His experience in appraisal for right of way acquisition purposes includes projects for TxDOT, local municipalities, pipeline and electrical transmission line companies, light rail, water and sewer providers, and other agencies. Mr. Vann is a CLIMB-certified instructor for the International Right of Way Association where he teaches classes pertaining to the valuation of partial acquisitions.

Matt Browne, MAI, R/W-AC is the Managing Director for Texas Right of Way and has more than 20 years of real estate appraisal and consulting experience. Mr. Browne has a BS in Real Estate Studies with a Concentration in Appraisal and Finance from Marylhurst University and is the Vice President of the Central Texas Chapter of the Appraisal Institute. Mr. Browne has focused most of his career on litigation support and enjoys serving his clients as an expert witness in the Eminent Domain practice. He has extensive experience in testimony for Special Commissioners' hearings as well as at the State trial level. Other litigation support has included tax assessment dispute and bankruptcy.

Additionally, Mr. Browne has experience providing a wide variety of valuations, consultations, reviews, market studies and contingent valuation surveys for both commercial and residential properties. Since starting his career in 1998, Mr. Browne has provided valuation services for a wide variety of property types in various geographical locations in Texas, New Mexico, Oklahoma, and Louisiana.

## Additional Experienced ROW Appraisers Include:

Micah Beck, R/W AC, MAI

Catherine A. Thomas, MAI, SRA, AI-GRS, R/W-AC

Callie Howard

# SOQ FOR APPRAISAL SERVICES – 2019-01

Kara Gianni  
Ana Smith  
TJ Smith  
Kyle Parker  
Mark Sadler  
Allison Jackson  
Glenn Love  
Preston Chastine  
Charlie Smith  
Trey Evans  
Scott Harris  
George Pereira  
Max Roach  
Veronica Gonzales  
Ryan King  
Anthony Certel

**05 | List at least three related TxDOT projects with dates, number of parcels appraised, final appraisal cost and names, addresses and phone numbers of representatives of these TxDOT projects who can be contacted as references.**

Completed:

FM 1463 – 41 parcels FM 1463, Katy, TX., 4Q 2018: Cost: Approx. \$200,000 Jim Teltschik, Texas Department of Transportation 7600 Washington Avenue, Houston, TX 77007 (713) 802-5692

FM 1960 E – 80 parcels FM 1960 Houston, TX, 2Q 2018: Cost: Approx. \$500,000 Jim Teltschik, Texas Department of Transportation 7600 Washington Avenue, Houston, TX 77007 (713) 802-5692

US Highway 377, Argyle, TX – Approximately 90 parcels in Denton County, 4Q 2018: Cost: Approx. \$680,000 Mike Norris, Texas Department of Transportation 4777 E. Highway 80 Mesquite, TX 75150-6643 (214) 320-4494

US 380 – 66 parcels in Frisco, Denton County, 2Q 2018: Cost: Approx. \$310,000 Mike Norris, Texas Department of Transportation 4777 E. Highway 80 Mesquite, TX 75150-6643 (214) 320-4494

SH 5 – 88 parcels in Melissa and Anna, Collin County, 1Q 3Q18: Cost: Approx. \$440,000 Mike Norris, Texas Department of Transportation 4777 E. Highway 80 Mesquite, TX 75150-6643 (214) 320-4494

**POLICY 4.1.1 EQUAL EMPLOYMENT OPPORTUNITY****EFFECTIVE DATE: June 1, 2000****REVISED: September 1, 2007; April 22, 2009; August 15, 2011; January 1, 2015; September 1, 2015; March 1, 2016; July 30, 2018****I. POLICY**

CBRE, Inc. (hereinafter "CBRE" or "the Company") has a long-standing commitment to providing equal employment opportunity (EEO). This includes all aspects of the employment relationship including recruitment, hiring, promotion, demotion, transfer, work assignments, compensation, benefits, training, layoffs, terminations and social and recreational programs. CBRE complies with all applicable EEO laws and regulations. We have also established policies and practices that support the company's position on prohibiting discrimination or harassment on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, gender expression, genetic information, parental status, pregnancy, childbirth (or related medical condition), age, citizenship, marital status, disability, veteran or military status, political belief, or any other basis protected by applicable law.

This policy applies not only to our work in the office but also to conduct away from the office at work-related events including at Company outings, happy hours, and other social events, during client entertainment, and while traveling on business.

**II. PROVISIONS****1. Employee Responsibility for EEO**

Each employee is expected to make a personal commitment to conscientiously respect diversity and ensure our workplace is free from unlawful discrimination. Our Company is also committed to an inclusive environment that reflects the diversity of our employees and clients. An inclusive environment provides everyone with the opportunity to achieve, values the differences of all employees and recognizes their contributions to our company's success.

**2. Affirmative Action Employer**

CBRE has adopted Affirmative Action Programs (AAPs) under which we take good faith efforts to ensure EEO. The AAPs receive the approval of the CEO, Americas who has authorized and tasked other top executives with the development and implementation of the AAPs. CBRE's strong commitment to equal employment and affirmative action activities is reflected in our policies, and affords employees the opportunity to advance and achieve their full potential based on individual qualifications and efforts. Employees are expected to commit their full support to our EEO efforts. As part of our AAPs, CBRE provides a process where employees may voluntarily identify themselves as women, minorities, qualified individuals with a disability, or covered veterans.

**3. Americans with Disabilities Act/ Reasonable Accommodation**

It is also CBRE's policy to comply with all relevant and applicable provisions of the Americans with Disabilities Act (ADA). CBRE provides reasonable accommodations to applicants and employees who are qualified individuals with disabilities unless doing so would impose an undue hardship on CBRE. CBRE also makes reasonable accommodations for any known medical or common condition of a job applicant or employee related to pregnancy or childbirth, unless doing so would impose an undue hardship on CBRE. For more information regarding the process for seeking a reasonable accommodation, please contact the Human Resources Service Center at (866) 225-3099. CBRE may request appropriate documentation from an employee or applicant's health care provider to support the requested accommodation.

#### 4. Compliance with Local Laws

CBRE complies with local, state, and federal laws related to the workplace. As such, some local policies may vary from this policy. Employees should contact their Human Resources Manager for questions relating to this policy.

### III. MANAGEMENT RESPONSIBILITIES

1. The senior most Human Resources executive for the Americas serves as Director of the Company's EEO programs and has been given authority to execute the EEO policies.
2. All managers are responsible for implementing and supporting the Company's EEO policies by adhering to the following guidelines:
  - a. Request assistance from Human Resources whenever any question regarding our EEO policies arises.
  - b. Create and maintain a work environment that promotes and demonstrates an awareness of non-discrimination and mutual respect. This includes ensuring the absence of racial slurs, ethnic or gender-specific jokes and sexual harassment.
  - c. Use non-discriminatory practices in hiring, training, compensating, promoting, counseling, and terminating employees.
  - d. Provide a work site that reasonably accommodates the needs of employees who are pregnant or disabled in order to allow them to perform the essential job duties.
  - e. Communicate to employees their responsibility in maintaining work areas free of discrimination, harassment, and retaliation.
  - f. Ensure that no applicant or employee suffers retaliation for raising a complaint or participating in an investigation in good faith.

### IV. COMPLAINT PROCEDURE

Any concerns regarding a violation of this policy must be reported to a representative of the Human Resources Department, the Legal Department or to the CBRE Ethics HelpLine at (800)799 6523 or [www.ethicspoint.com](http://www.ethicspoint.com). The Ethics Helpline is an anonymous, confidential method administered by a third party, which allows an employee (or non-employee) to ask questions or raise concerns about discrimination or other aspects of our Standards of Business Conduct. Additional information on the CBRE Ethics HelpLine may be found in our Standards of Business Conduct on the Global Employee Intranet.

### V. RETALIATION

CBRE prohibits retaliation against individuals who, in good faith, complain of or oppose prohibited discrimination or participate in a discrimination investigation.

### VI. DISCIPLINARY ACTION

Individuals found in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

# SOQ FOR APPRAISAL SERVICES – 2019-01

**09 | Listing of all pending litigation against or involving the firm or its agents or employees with respect to any work performed.**

None

**10 | Amount of professional liability insurance coverage carried by your firm. Name and phone number of person to contact at the bank where the firm does business.**

\$2,000,000. The CBRE Liability Insurance Certification is attached.

Bank Name: Wells Fargo

Address: 420 Montgomery Street, San Francisco, CA 94101

Bank Contact: Michelle Polcari

Bank Contact Number: (310) 606 4792

# SOQ FOR APPRAISAL SERVICES – 2019-01

parcels. As needed, CBRE staff will send out an additional letter, via certified mail, which outlines the information which CBRE will be requesting in order to complete the appraisal assignment.

A ROW Testifying Expert will attend each property inspection and insist on providing each property owner the opportunity to articulate the project's effect on their property. This will improve the chances of delivering the most just compensation and decrease the chances of litigation. The inspections of the parcels would include an inspection of the interior and exterior of all improvements located on the parcel as well as an inspection of the proposed acquisition. However, please note that our detail of inspection will be contingent on the cooperation of the land owner of the Parcel affected by the Project. We anticipate inspections of the parcels and surrounding area to be completed within three to four business weeks after commencement of engagement.

5. Valuation: Applying the market data compiled in Market Study, and feedback from the property inspection and meeting with the owners, the CBRE team will analyze the property and determine the just compensation due to the property owner.

The appraisal reports will be written under USPAP guidelines with market value definition being based on current standards set by the State of Texas. The development of the appraisal will consider all relevant facts and aspects of the property being appraised and the proposed acquisitions in fee and/or easement.

For appraisal reports that will consider improvements within the proposed acquisition and/or damages to the remainder, Hidalgo County Regional Mobility Authority will provide to CBRE, Inc. information with regard to the size of the improvements within the proposed acquisition. This may include linear feet of curbing, square feet of asphalt or concrete paving, signage, square footage of vertical improvements, etc. One of the identified CBRE appraisers listed herein will work closely with Hidalgo County Regional Mobility Authority representative in order to estimate the size and location of the improvements within the acquisition.

If there are damages, CBRE will estimate the cost to cure and effective age of the improvements within the proposed acquisition and any effect(s) to the remainder after the acquisition. Our analysis may utilize sources such as the Marshall & Swift Valuation Guide and/or construction cost estimates developed by outside consulting firms. Further, depending on the complexity of the appraisal assignment, CBRE, Inc. may consult with a certified land planner to determine appropriate land use plans and designs in the cost to cure and remainder after scenario.

6. Report Delivery: Delivery of appraisal reports for would be anticipated to be completed between 75-90 days after commencement of engagement. However, please note that this timeline is subject to the complexity of the parcels to be impacted by the Project as well as timing of additional services (i.e. Land Planner) or property owner correspondence/property specific data that may be needed in order to complete the appraisal assignment.

We would anticipate receiving review comments (if any) from the designated representative within one business week upon delivery of the Appraisal Report. Upon receipt of any suggested revisions, we would deliver a revised Appraisal Report in less than one business week.

## Quality Assurance/Quality Control

The review process is an essential part of the appraisal process. It is at this point of the assignment that critical thinking and analytical skills are utilized by an objective party to confirm or critique all aspects of the appraisal report, including the non-textual parts such as photos, maps, exhibits, addenda, etc.

CBRE Right-of-way (ROW) appraisal projects will undergo three levels of internal review.

1. Right-of-Way Testifying Expert Review
2. CBRE Management Review
3. Right-of-Way Scrub Review

## Right-of-Way Testifying Expert Review

At least one ROW Testifying Expert will be assigned to each parcel. This expert will direct appraisal assignments within the project. Professionals and Testifying Experts should discuss the assignments up front and periodically throughout to ensure all client expectations are being met. ROW Testifying Experts are selected based on their experience and credentials and should be knowledgeable in current approved methodologies and applicable case law.

The ROW Testifying Expert will ensure:

- Only client approved appraisers are assigned, inspect subject properties and complete assignments (sign the certification and report). In most cases, it is acceptable for other licensed appraisal staff to significantly contribute, if this is approved by the client and adheres to USPAP.
- Consistency is maintained within the project regarding methodology, data used, value component conclusions and value conclusions. This will be accomplished through project review and audit.
- Proper right-of-way valuation methodology is utilized. The Testifying Expert will work with assigned appraisers to resolve questions regarding right-of-way specific valuation issues, as well as current case law application.
- Compliance with State guidelines, including but not limited to, Hidalgo County Regional Mobility Authority guidelines.
- Proper report format utilized in the preparation of reports including all required elements detailed in the RFQ.

## CBRE Management Review

CBRE VAS requires all appraisal reports to be reviewed by MAI-designated Management. Managers include all employees with titles of Managing Director (MD), Senior Managing Director (SMD), Executive Managing Directors (EMD) and sometimes Director.

For every assignment, the Reviewer is required to complete a thorough review of the items in the report as outlined in the VAS Practice Area Guidelines (PAG) and as endorsed by the Appraisal Institute. This review and approval is mandatory.

Key areas of review are:

- Engagement letter and required scope of work
- Unique client requirements were followed
- A five-year ownership history is presented
- All Extraordinary and/or Hypothetical Assumptions are clearly stated
- A detailed review of the entire report encompassing all sections, methodologies including damage/enhancement calculations (if any), etc.

## Right-of-Way Scrub Review

The Right-of-Way Scrub Team will consist of administrative staff that has been trained to identify ROW specific format and clerical issues within an appraisal report. Before a draft or final appraisal can be delivered to the client or an external reviewer, the report must be clerically reviewed by the ROW Scrub Team. This team will perform a final clerical review and will incorporate the project specific review sheet created by the ROW Project Manager(s). The ROW Scrub Team may not alter language or content within the report. If it is necessary to make such alterations, the report will be sent back to the appraiser to be revised.

# PROFESSIONAL APPRAISAL SERVICES, INC.

REAL ESTATE APPRAISERS - CONSULTANTS - ANALYSTS

P.O. BOX 3722

McALLEN, TEXAS 78502

TELEPHONE (956) 687-9535

FAX (956) 687-9539

JOHN H. MALCOM, JR, MAI, CCIM, SR/WA  
APPRAISAL INSTITUTE, CIREI, IRWA  
STATE CERTIFIED – GENERAL APPRAISER

February 11, 2019

Ms. Maria Alaniz, Administrative Assistant  
Hidalgo County Regional Mobility Authority  
203 West Newcombe Avenue  
Pharr, Texas 78577

RE: Request for Statement of Qualifications – HCRMA APPRAISAL SERVICES 2019-01

Dear Sirs:

Thank you for the opportunity to provide information on Professional Appraisal Services, Inc. I have completed the Request for Qualifications and attached the information requested to assist in selecting an appraiser for Hidalgo County Regional Mobility Authority. I hope that the information is helpful and look forward to working with you in the near future.

Yours Truly,



John H. Malcom, Jr., President

Professional Appraisal Services, Inc.

# Contents

Firm name & address in which the work will be performed. ....	1
Name, position, phone and fax numbers of contact person. ....	1
Names of principals in the firm; years firm has been in business. ....	2
Number of staff by discipline in the office that will be working on project, copies of their resumes and appointed project manager for proposed projects. ....	2
List at least three related TxDOT projects with dates, number of parcels appraised, final appraisal cost and names, addresses and phone numbers of representatives of these TxDOT projects who can be contacted as references. ....	3
Current workload of the staff and office that would be responsible for the project(s). ....	4
Names, disciplines and resume of sub-consultants (if any) proposed for the project. ....	5
Disadvantaged Business Enterprise (DBE) and Affirmative Action status of firm and sub-consultants. ....	5
Listing of all pending litigation against or involving the firm or its agents or employees with respect to any work performed. ....	5
Amount of professional liability insurance coverage carried by your firm. ....	6
Name and phone number of person to contact at the bank where the firm does business. ....	6
Any other items, which the consultant deems necessary. ....	6
UNDERSTANDING OF THE PROJECT – POTENTIAL PROBLEMS AND CONCERNS .....	7
Closing.....	9
Addenda.....	10
QUALIFICATIONS - JOHN H. MALCOM JR, MAI, AI-GRS, SR/WA, CCIM .....	10
QUALIFICATIONS – BRANDON J. TERRY, SR/WA.....	13
CERTIFICATE OF INSURANCE – HCRMA.....	15

**Hidalgo County Regional Mobility Authority**

**Request for Statement of Qualifications for**

**Appraisal Services**

---

---

**Firm name & address in which the work will be performed.**

Professional Appraisal Services, Inc.

P.O. Box 3722

or

1105 Tamarack

McAllen, Texas 78502

or

McAllen, Texas 78501

Phone 956 687-9535

or

Fax 956 687-9539

Professional Appraisal Services has a single office located in McAllen, Texas.

All appraisal services will be provided from that location.

**Name, position, phone and fax numbers of contact person.**

Contact – John H. Malcom, Jr., President

Phone 956 687-9535 office phone

Fax 956 687-9539 office fax

Cell 956 369-0372 cell #

**Names of principals in the firm; years firm has been in business.**

Principal      John H. Malcom, Jr.

# Years in business = 39 years

**Number of staff by discipline in the office that will be working on project, copies of their resumes and appointed project manager for proposed projects.**

The office staff to assist HCRMA includes 4 persons. John Malcom is the principal and real estate appraiser; Tony Morin works in a support position, and Dottie Malcom is office manager. The fourth person is Brandon Terry, a former employee that provides support as a sub consultant. A resume for John Malcom and Brandon Terry is included in the addenda of the RFQ. John Malcom would be the project manager for the project.

I have reviewed the list of agencies cited in Part II of the RFQ. Over the course of 39 years, we have performed work for many of the agencies cited. To the best of my knowledge we have a good working relationship with all agencies active in right of way acquisition and a good reputation within the community for objective and impartial valuation services. We have provided appraisal services using both the State and Federal valuation methods.

**List at least three related TxDOT projects with dates, number of parcels appraised, final appraisal cost and names, addresses and phone numbers of representatives of these TxDOT projects who can be contacted as references.**

2018 – Cameron County Department of Transportation. The project involved 23 parcels to be acquired for Phase II of the US Highway 77/83 South Parallel Corridor (CCSJ: 0921-02-252). The project included fee acquisitions that included new right of way as well as expansion of existing road right of way. It included improved properties and unimproved land. Twenty-three parcels were appraised at an average cost of \$2,200/parcel. The appraisal reports were prepared to TxDOT standards using TxDOT Form A-5. The contact person is John Serra, Right of Way Agent, Cameron County DOT. He can be reached at 1390 W. Expressway 83, San Benito, Texas 78586 or by phone at 956 247-3521.

2018 – Burns & McDonnell. This project included 23 parcels acquired for a sound barrier wall along Old Highway 281 in Brownsville, Texas (ROW CSJ: 0220-04-046). The project involved an acquisition of temporary easements to be used for staging construction of the sound barrier wall to be built on existing right of way. The appraisal reports were prepared to TxDOT standards using TxDOT Form A-6, the average cost was \$2,700/parcel. The contact person is George L. “Slay” Schlemeyer, SR/WA. He can be reached at Burns McDonnell 8911 Capital of Texas Highway, Building 3, Suite 3100, Austin, Texas 78759 or by phone at 512 872-7149.

2017 - Texas Department of Transportation. The project involved 18 parcels to be acquired for the Premont Bypass in Jim Wells County (CCSJ: 0255-02-054). The project included fee acquisitions that included new right of way as well as expansion of existing road right of way. It included improved properties and unimproved land. Twenty parcels (18 initial and 2 updates) were appraised at an average cost of

\$3,656/parcel. The appraisal reports were prepared to TxDOT standards using TxDOT Form A-5. The contact person was Maria Jimenez, Right of Way Agent. She can be reached at TxDOT San Antonio District, 4615 NW Loop 410, San Antonio, Texas 78229 or by phone at 210 615-5892.

2017-2019 – L&G Engineering for Hidalgo County. This project has included 40 parcels to be acquired for the widening of Mile 6 West Road in Hidalgo County (RCSJ: 0921-02-356). The acquisitions are in fee and the project has continued in phases beginning in late 2017. It has included improved properties and unimproved land. Forty parcels have been completed at a cost of \$2,250-\$2,500/parcel. The appraisal reports were prepared to TxDOT standards using TxDOT Form A-5. Contacts for this project include the Project Manager Jacinto Garza, CEO of L&G Engineering and Luana Gonzalez and Fred Herrera, Right of Way Administrators for L&G Engineering. They can be reached at 900 S. Stewart Road, Mission, Texas 78572 or by phone at 956 585-1909.

**Current workload of the staff and office that would be responsible for the project(s).**

Professional Appraisal Service, Inc. is currently working at full capacity and we attempt to work at that level at all times. Assignments currently scheduled should be completed within the next 45 days.

I have had discussions regarding several right of way projects but none have been awarded at this time. My office specializes in right of way assignments for public entities and I prioritize these types of projects. If we are awarded a contract with the RMA, and accept the responsibility of working on the project, the resources of the office will be available to assure that the contract is completed on budget and on schedule.

At the current time and with the available staff, our workload would approximate 20-30 right of way parcels per month.

**Names, disciplines and resume of sub-consultants (if any) proposed for the project.**

Brandon Terry is a former employee of Professional Appraisal Services. He currently works as a sub-consultant when appraisal volume exceeds the capacity of the company. If a contract is awarded, Mr. Terry will work under my supervision and I will be the primary appraiser.

**Disadvantaged Business Enterprise (DBE) and Affirmative Action status of firm and sub-consultants.**

Professional Appraisal Services, Inc. does not discriminate against any employee or applicant for employment because of race, religion, sex, national origin, or disability, unless those factors are bona fide occupational qualifications necessary to the normal operation of the contractor.

Professional Appraisal Services, Inc. is not classified as a Disadvantaged Business Enterprise.

**Listing of all pending litigation against or involving the firm or its agents or employees with respect to any work performed.**

There is no known litigation pending against Professional Appraisal Services, Inc. or its agents or employees.

**Amount of professional liability insurance coverage carried by your firm.**

Professional Appraisal Services, Inc. carries \$1,000,000 in Professional Liability Insurance. A Certificate of insurance is included as an attachment.

**Name and phone number of person to contact at the bank where the firm does business.**

Please contact Myles Beeching at Frost Bank, 2424 North Tenth Street, McAllen, Texas 78501. Phone 956 682-1241.

**Any other items, which the consultant deems necessary.**

The Uniform Standards of Professional Appraisal Practice requires geographic competency and well as technical competency. Over a period of more than 30 years we have attained the knowledge necessary to provide competent services for this project. Our work has encompassed all types of property and we have worked in almost every community in Hidalgo County. Our clients have included entities of the State and Federal Government, Hidalgo, Cameron and Starr County and many of the cities in the Rio Grande Valley. We have experience working with local irrigation districts, public utilities and private companies involved in right of way acquisition.

Our success in working with governmental entities results from our knowledge of the area and from completing assignments on schedule. We are ready to begin work immediately after negotiating a contract for services.

## **UNDERSTANDING OF THE PROJECT – POTENTIAL PROBLEMS AND CONCERNS:**

Appraisal services for Hidalgo County RMA may include the valuation of whole properties and partial acquisitions. We are thoroughly familiar with the requirements of both types of assignments.

An appraisal of a whole property will include an entire economic unit of land, together with improvements to the land. Appropriate valuation methods may include a sales comparison approach for the land and a cost approach, sales comparison approach and income approach to value the property “as improved”. The minimum requirements would be to value the property in conformance with the Uniform Standards of Professional Appraisal Practice. If any Federal funding would be included for acquisition or construction purposes it would also be necessary to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Act).

A partial acquisition occurs when only a portion of a property is acquired for public use. This could include a strip of land from a larger property or an acquisition of an easement. A partial acquisition results when only a portion of a larger property is being acquired. A partial acquisition may result when the property is acquired for drainage, roads, pipelines, or other purposes. When this happens, it is necessary to consider the appropriate acquisition guidelines. For Hidalgo County RMA, right of way would be acquired utilizing the requirements for the State of Texas and in conformance with the Uniform Standards of Professional Appraisal Practice. Again, if any Federal funds are utilized for acquisition or construction, the appraisals would be prepared in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Act).

For a partial acquisition, the State of Texas requires the appraiser to consider the value of the whole property before the acquisition, the value of the part to be acquired, and the value of the remainder property both before and after the acquisition. The part to be acquired can be appraised as a separate economic unit or as a part of the larger property. The appropriate method depends on the highest and best use of the part to be acquired and if damages will result to the remainder property. Total compensation includes compensation for the part to be acquired plus damages to the remainder (if any). If the acquisition results in an enhancement (increased value to the remainder after the taking), the enhancement can only be used to offset damages.

When appraising property for right of way purposes, we will contact the property owners by certified mail, by regular mail, email or by telephone. We will offer the owner the opportunity to accompany us when we inspect the property and request permission to visit the property. The results of our investigation and analysis will be communicated to the client in a narrative appraisal report. The report will be an "Appraisal Report" as defined by the Uniform Standards of Professional Appraisal Practice. We are available to meet with the property owners or the client at any time in the course of the project. If corrections or changes are necessary for an appraisal report, we will complete revisions and changes within 2 days. If condemnation is necessary, we will be available for pre condemnation conferences, mediation, special commissioner's hearings or trial. We are familiar with the aspects of real estate appraisal for right of way purposes.

## Closing

Thank you for considering Professional Appraisal Service, Inc. for appraisal services for the Hidalgo County Regional Mobility Authority.

I believe that we can provide quality and timely valuation services for your project and hope that we will be selected as one of the firms to provide those services.

Please let me know if I can provide any additional information, I look forward to hearing from you in the near future.

Sincerely,

A handwritten signature in black ink, appearing to read "John H. Malcom, Jr." with a stylized flourish at the end.

John H. Malcom, Jr., President  
Professional Appraisal Services, Inc.

## **Addenda**

### **QUALIFICATIONS - JOHN H. MALCOM JR, MAI, AI-GRS, SR/WA, CCIM**

#### **EDUCATION**

##### College

University of Texas at Austin, B.B.A. Degree Finance

Southwest Texas State University

##### American Institute of Real Estate Appraisers / Appraisal Institute

Exam 1A1- Real Estate Appraisal Principles - July 23, 1982

Exam 1A2- Basic Valuation Procedures - January 28, 1983

Exam I410- Standards of Professional Practice, Part A - March 20, 1997

Exam I420- Standards of Professional Practice, Part B - March 22, 1997

Exam 430 - Standards of Professional Practice, Part C - September 17, 2002

Exam 1B-A Capitalization Theory and Techniques Part A - June 08, 1985

Exam 1B-B Capitalization Theory and Techniques Part B - June 15, 1985

Exam 3 - Rural Valuation - March 17, 1986

Exam 2-1 Case Studies - September 26, 1987

Exam 2-2 Report Writing Valuation & Analysis - October 3, 1987

Comprehensive Examination - Passed February 13, 1989

##### Commercial Investment Real Estate Institute

Exam CI 101 - Fundamentals Real Estate Investment & Taxation - October 4, 1991

Exam CI 201 - Market Analysis for Commercial Real Estate - June 12, 1992

Exam CI 301 - Decision Analysis for Commercial Real Estate - August 7, 1992

Exam CI 402 - Essentials of Marketing Commercial Property & Services - 9/23/1995

Comprehensive Examination - Passed January 28, 1993

##### International Right of Way Association

Course 100 - Principles of Land Acquisition - 1998

Course 103 - Ethics and the Right of Way Profession - 2000

Course 214 - Skills of Expert Testimony - 2000

Course 401 - Appraisal of Partial Acquisitions - 1999

Course 800 - Principles of Real Estate Law - 2001

Course 803 - Eminent Domain Law Basics / Right of Way Professionals - 2014

Course 900 - Principles of Real Estate Engineering - 2000

Course 215 - Pipeline Right of Way Agents Development Program - Section - Completed  
October 18, 2001

## PROFESSIONAL AFFILIATIONS

Member National Association of Realtors

Member Texas Association of Realtors

Member Greater McAllen Association of Realtors

Licensed Real Estate Broker State of Texas, #305134

Member Appraisal Institute, MAI Certificate #8467, AI-GRS awarded 6/29/2016

Texas General Real Estate Appraiser, Certificate #TX-1320239-G

Commercial Investment Real Estate Institute, CCIM Certificate #4906

Senior Member, International Right of Way Association, SR/WA - Registration #4785

**PROFESSIONAL EXPERIENCE:** 1981 to Present - Real estate appraiser Professional Appraisal Service, Inc., Rio Grande Valley and South Texas. Experience includes appraisals of single and multi-family residential units, residential & office condominiums, office buildings, retail centers, motels, country clubs and golf courses, marinas, mobile home and recreational vehicle parks, warehouses, packing sheds, unimproved land, farms, ranches, grain elevators, residential, commercial, and industrial subdivisions, right-of-way appraisals, appraisals of partial interests. Qualified as expert witness for court testimony. Primary practice area is in right of way appraisal and appraisal review.

1977 - 1981 Account executive with New York Stock Exchange member of Rotan Mosle in McAllen, Texas. Responsible for investment analysis and portfolio management for individual clients.

## CONTINUING EDUCATION - SEMINARS

2011 Real Estate Appraisal Operations - Online

2011 Data Verification Methods - Online

2011 Cool Tools: New Technology for Real Estate Appraisers - Online

2013 Comparative Analysis – 7 hours online

2013 Subdivision Valuation – 7 hours online

2013 Forecasting Revenue – 7 hours online

2013 Introduction to Green Buildings: Concepts and Principles

2013 Residential and Commercial Valuation of Solar

2013 Business Practices & Ethics

2015 Review Theory General – 10/26/15 – 10/30/15

2017 Supervisory Appraiser/Trainee Appraiser Course 6/16/2017

2018-2019 National USPAP Update Course – 7 hours – 4/27/2018

2018 Online Business Practices and Ethics 11/12/2018

John Malcom is the only State Certified General Appraiser in the Rio Grande Valley that has earned the MAI designation and the SR/WA designation. The MAI designation is the highest designation awarded by the Appraisal Institute and is the most prestigious appraisal designation in the United States. The SR/WA is the senior designation awarded by the International Right of Way Association and recognizes training, education and experience in the field of right of way.



## **QUALIFICATIONS – BRANDON J. TERRY, SR/WA**

### **EDUCATION**

#### College

University of Texas Pan American - Finance  
University of Texas Pan American - Economics  
South Texas College; A.A.S. - Business Management

#### Appraisal Institute

Exam 100GR - Basic Appraisal Principles - May 20, 2006  
Exam 101GR - Basic Appraisal Procedures - March 02, 2007  
Exam 202R - Residential Sales and Income Approach - February 26, 2010  
Exam 300G - Real Estate Finance and Statistics - April 13, 2008  
Exam 400G - Market Analysis and Highest and Best Use - October 24, 2009  
Exam 401G - General Appraiser Sales Comparison - April 30, 2009  
Exam 402G - General Appraiser Cost and Site Valuation - March 8, 2008  
Exam 403G - General Appraiser Income (Part I) - May 10, 2008  
Exam 404G - General Appraiser Income (Part II) - September 11, 2009  
Exam 405G - General Appraiser Report Writing - November 16, 2009  
Exam 501GP - Advanced Income Capitalization - May 13, 2011  
Exam 520GP - Advanced Concept and Case Studies - November 19, 2011  
Exam 525GP - Advanced Market Analysis & Case Studies – February 13, 2012  
Exam - 15 hr. USPAP - March 22, 2012  
Business Practices and Ethics - September 19, 2010  
Exam - MAI Comprehensive Exam - July 27, 2012

#### International Right of Way Association

Course 100 - Principles of Land Acquisition - March 3, 2014  
Course 103 - Ethics and the Right of Way Profession - June 29, 2011  
Course 200 - Principles of Real Estate Negotiation - September 23, 2010  
Course 203 - Alternative Dispute Resolution - March 3, 2014  
Course 205 - Bargaining Negotiations - October 13, 2010  
Course 400 - Principles of Real Estate Appraisal - June 1, 2013  
Course 403 - Easement Valuation - September 21, 2010  
Course 700 - Introduction to Property Management - June 24, 2011  
Course 800 – Principles of Real Estate Law – April 2, 2014  
Course 802 - Legal Aspects of Easements - September 25, 2010

### **PROFESSIONAL AFFILIATIONS**

Appraisal Institute – MAI Candidate for Designation  
Texas General Real Estate Appraiser, Certificate #TX-1338768-G  
Senior Member - International Right of Way Association - SR/WA Certificate #6470  
CCIM Institute - Member  
National Association of Realtors - Member  
Texas Association of Realtors - Member  
Greater McAllen Association of Realtors - Member  
Laredo Association of Realtors - Member

PROFESSIONAL EXPERIENCE: 2005 to Present - Real estate appraiser servicing the Rio Grande Valley and South Texas. Experience includes appraisals of single and multi-family residential units, office condominiums, office buildings, retail centers, country clubs and golf courses, marinas, mobile home and recreational vehicle parks, warehouses, packing sheds, unimproved land, farms, ranches, residential-commercial-industrial subdivisions, and right-of-way appraisals.

1997 to 2002 - United States Air Force; Crew chief responsible for the maintenance, repair, and munitions on an A-10 attack aircraft

#### CONTINUING EDUCATION - SEMINARS

Subdivision Analysis: Guide to Valuing Improved Subdivisions – April, 2014

Comparative Analysis – April, 2014

Forecasting Revenue – April, 2014

Commercial Appraisal Review – May 2016

Discounted Cash Flow Model: Concepts and Issues – May, 2016

2018-2019 USPAP



HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
REQUEST FOR STATEMENT OF QUALIFICATIONS  
FOR APPRAISAL SERVICES – 2019-01

“APPRAISAL SERVICE – HCRMA – 2019-01”

ACCEPTANCE DATE: FEBRUARY 11, 2019  
ACCEPTANCE TIME: 4:00 PM

SUBMITTED TO:

Hidalgo County Regional Mobility Authority  
203 West Newcombe Avenue, Pharr, Texas 78577

February 11, 2019

Hidalgo County Regional Mobility Authority  
Eric Davila, PE, PMP, CFM Chief Development Engineer  
203 West Newcombe Avenue, Pharr, Texas 78577

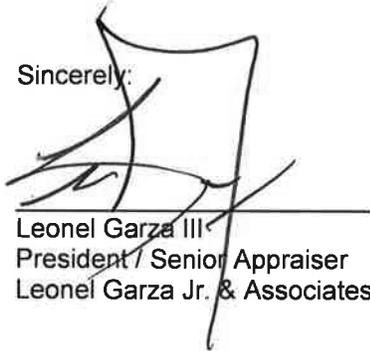
SUBJECT: "APPRAISAL SERVICES – HCRMA – 2019-01

## LETTER OF TRANSMITTAL

Mr. Davila,

The offices of Leonel Garza Jr. & Associates LLC would like to present this SOQ Bid package for your consideration as requested under Request for Statement of Qualifications for Appraisal Services – 2019-01. If there are any questions, please contact our office at (956) 687-7295. We thank you for your consideration.

Sincerely:



Leonel Garza III  
President / Senior Appraiser  
Leonel Garza Jr. & Associates LLC



## Leonel Garza Jr. & Associates LLC

### *Right of Way Appraisal Services*

1419 W. Dove Avenue, McAllen, Texas 78504  
Phone: (956) 687-7295 Fax: (956) 687-9236  
Email: [leonel3@garza-associates.com](mailto:leonel3@garza-associates.com)

---

#### **COMPANY PROFILE**

Leonel Garza Jr. & Associates, LLC located at 1419 Dove Avenue, Suite 1, McAllen, Texas provides a variety of real estate consulting services with primary focus on real estate appraisals and appraisal litigation support. The company specializes in General Commercial Real Estate Appraisals, Estate Valuations, Right of Way Appraisals, and Condemnation Hearing support. In addition to the appraisal services, the company provides Real Property Tax Consulting Services. The purpose of this Division is to support property tax owners in the verification of property tax assessment as promulgated by the Texas Property Tax Code.

#### **RIGHT OF WAY DIVISION**

The Right-of-Way (ROW) Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout Texas. These reports conform to the Texas Department of Transportation A-5, A-5s & A-6 Formats, which are also utilized for LPA's (Local Participating Agencies). These reports also comply with the Texas Department of Transportation Appraisal & Review Manual and recently passed Senate Bill 18 and current case law.

Leonel Garza III, a General Certified Appraiser and President of Leonel Garza Jr. & Associates LLC has undergone extensive training in this field of work since 1998, with specialization in acquisitions concerning diminution of market value and property bi-sections. ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, drainage or irrigation easements, conservation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support.

Leonel Garza III has undergone extensive training in the field of right of way specializing in acquisitions concerning diminution of market value and/or property bi-sections for 20 years. ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, transmission line easements, drainage or irrigation easements, damage assessment, transmission lines, pipelines, cost to cure analysis, relocation assistant research, budget analysis, condemnation hearing and trial support. Clients include the Texas Department of Transportation (TxDOT), Texas Attorney General Office Real Estate Division, Hidalgo County Regional Mobility Authority (HCRMA), American Electric & Power (AEP), Electric Transmission of Texas, Hidalgo County Precinct No. 2, Hidalgo County Precinct No. 3, Hidalgo County Precinct No. 4 and United Irrigation District, City of Edinburg, City of Mission, and other municipalities within the Lower Rio Grande Valley.



### **SOQ Requirement No. 1, 2 & 3:**

#### **Bidding Firm Contact Information**

Firm Name: Leonel Garza Jr. & Associates LLC  
Address: 1419 Dove Avenue, Suite #1, McAllen, Texas 78504  
Principal & Contact Person: Leonel Garza III, President & Senior Appraiser  
Company Established: 2000 (Previously known as Leonel Garza Jr. & Associates)  
In Business: Since 1998 (20 years)  
Phone Number: (956) 687-7295  
Fax Number: (956) 687-9236  
Email Address: leonel3@garza-associates.com

This is the sole office of Leonel Garza Jr. & Associates LLC and all work to be performed as per SOQ shall be performed at this location.

### **SOQ Requirement No. 4:**

The following are a list of the full time employees and staff of Leonel Garza Jr. & Associates LLC. Leonel Garza Jr. & Associates does not subcontract labor.

**Leonel Garza III**  
President, Senior Appraiser, Project Manager  
Certified General Real Estate Appraiser  
TX-1328375-G

**Thomas M. Davis**  
Associate Appraiser / Project Manager  
Certified General Real Estate Appraiser  
TX-1336454-G

**Miguel Martinez**  
Appraiser Trainee  
*\*Mr. Martinez is currently taking courses to complete the State requirements for an appraiser trainee.*

**Alma Oyervides**  
Personal Assistant / Co-Project Manager

**Monica Valdez-Garza**  
Accounting / Property Manager

**Gloria Casas**  
Public Information Research Assistant

**Elvira Vazquez**  
Mapping and Sales Research Assistant

**EDUCATION & LICENSURE**  
**LEONEL GARZA III**

**Texas A&M University, College Station, Texas**  
Graduate, 1995 - Bachelor of Science

**State Certified General Real Estate Appraiser**  
TX - 1328375-G  
Licensed Since December 31, 1998  
Expires: December 31, 2020



**Certifications**

- National Association of Appraisers since 2014
- Disadvantaged Business Enterprise Program – DBE Certified (2008 to Present)
- National Association of Master Appraisers since (2006 – Present)
- Texas Historically Underutilized Business - HUB Certified (Active 2018 – 2022)

**PUBLIC SERVICE & PROFESSIONAL AFFILIATIONS**

**Appraisal Institute**

Associate Member

The Appraisal Institute is a global professional association of real estate appraisers, with nearly 20,000 professionals in almost 60 countries throughout the world. Its mission is to advance professionalism and ethics, global standards, methodologies, and practices through the professional development of property economics worldwide. ([www.appraisalinstitute.org](http://www.appraisalinstitute.org)).

**National Association of Master Appraisers**

Designated as a Master Senior Appraiser by the National Association of Master Appraisers. This designation is obtained through educational requirements and experience. ([www.naappraisers.org](http://www.naappraisers.org))

**International Right of Way Association (IRWA)**

Associate Member 7899430

The International Right of Way Association is a professional member organization comprised of global infrastructure real estate practitioners. IRWA has served professionals who acquire, manage and transfer the land rights needed for building and maintaining energy and transportation infrastructure. Recognized for their high ethical standards, commitment to integrity and professional excellence, IRWA's nearly 10,000 members hail from over 15 countries around the world. They are united by their profession and their commitment to pursuing training and professional development through courses, chapter meetings, seminars and the annual education conference. ([www.IRWA.com](http://www.IRWA.com))

**Hidalgo County Subdivision Advisory Board**

Chairman of the Board

This County board on subdivision reviews primary goal is to ensure that proper standards, set by Texas Water Development Board and the Texas Subdivision Model Rules and/or opinions from the Texas State Attorney General's Office, are conducted in the development of proposed subdivision within the County of Hidalgo and/or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo. The board's secondary function is to review applications for variances against the Flood Plain Administrators decisions of the base flood elevations throughout the County of Hidalgo. Appointed to the board since May 1999.

**Hidalgo County Building Line of Adjustments**

Chairman of the Board

This county board reviews applications of variances to general set-back regulations set forth by the County of Hidalgo. This review includes the review of existing and/or proposed encroachments into set-backs, easements, road right-of-way set-back, subdivision plat requirements and/or requirements set forth by adjoining municipalities of which the subject is within the extraterritorial jurisdiction. Appointed to the board since January 2005.

**McAllen Planning and Zoning Board**

Former Member & Chairman

This board is charged with submitting reports, plans, and recommendations to the City Commission for the orderly growth, development, and welfare of the City. They review and make recommendations on zoning change requests, conditional use permits for longer than one year, and variances to Subdivision Ordinance requirements for development. Member of board from February 8, 2010 to January 28, 2016.

**McAllen Traffic Commission Board**

Former Member & Vice Chairman

Makes recommendations to the City Commission to reduce and eliminate traffic congestion and flow throughout the City. Member of board from April 14, 2008 to June 24, 2014.

**McAllen Zoning Board of Adjustments and Appeals**

Former Member & Chairman

This city board has the duty to hear and decide appeals where it is alleged there is error in any requirement, or determination made administratively in the enforcement of the Zoning Ordinance. The Board hears appeals that grant variances to setback requirements and special exceptions to reconstruction of nonconforming buildings. Member of board from February 2002 to February 2008.

**McAllen Ambulance Advisory Committee**

Former Member & Vice Chairman

Evaluates and reports to the City Commission on the operation of the emergency ambulance service rendered by company or companies rendering such service.

**McAllen Building Board of Adjustments and Appeals**

Former Member

The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants. Board member from January 28, 2002 to December 31, 2003.

**RIGHT OF WAY APPRAISAL WORK EXPERIENCE**

Appraisal services have been performed throughout South Texas for various condemning authorities and private property owners. Below is a list of areas of which appraisals have been performed and a sampling of the condemning authorities of which have hired Garza & Associates to perform right of way appraisals including the Hidalgo County Regional Mobility Authority.

Right of Way Appraisals Performed in the Following Areas					
<i>Abram-Perezville</i>	<i>Elsa</i>	<i>Hidalgo</i>	<i>Los Fresnos</i>	<i>Penitas</i>	<i>San Juan</i>
<i>Alamo</i>	<i>Encino</i>	<i>La Blanca</i>	<i>Los Indios</i>	<i>Pharr</i>	<i>San Ygnacio</i>
<i>Alto Bonito</i>	<i>Escobares</i>	<i>La Homa</i>	<i>McAllen</i>	<i>Port of Brownsville</i>	<i>South Padre Island</i>
<i>Alton</i>	<i>Falcon</i>	<i>La Joya</i>	<i>McCook</i>	<i>Premont</i>	<i>Sharyland</i>
<i>Brownsville</i>	<i>Falfurrias</i>	<i>La Sara</i>	<i>Mercedes</i>	<i>Progreso</i>	<i>Sullivan City</i>
<i>Citrus City</i>	<i>Garceno</i>	<i>La Villa</i>	<i>Mercedes</i>	<i>Raymondville</i>	<i>Zapata</i>
<i>Corpus Christi</i>	<i>Garciasville</i>	<i>Laguna Seca</i>	<i>Mission</i>	<i>Rio Grande City</i>	
<i>Donna</i>	<i>Granjeno</i>	<i>Laredo</i>	<i>Monte Alto</i>	<i>Roma</i>	
<i>Eagle Pass</i>	<i>Hargill</i>	<i>Linn/San Manuel</i>	<i>Olmito</i>	<i>Roma</i>	
<i>Edcouch</i>	<i>Harlingen</i>	<i>Lopeno</i>	<i>Palmhurst</i>	<i>Salineno</i>	
<i>Edinburg</i>	<i>Havana</i>	<i>Los Ebanos</i>	<i>Palmview</i>	<i>San Carlos</i>	

Counties	County Agencies
<i>Hidalgo County</i>	<i>Hidalgo County Precinct No. 1</i>
<i>Cameron County</i>	<i>Hidalgo County Precinct No. 2</i>
<i>Starr County</i>	<i>Hidalgo County Precinct No. 3</i>
<i>Brooks County</i>	<i>Hidalgo County Precinct No. 4</i>
<i>Webb County</i>	<i>Hidalgo County Right of Way Department</i>
<i>Willacy County</i>	<i>Hidalgo County Drainage District No. 1</i>
	<i>Hidalgo County Purchasing Department</i>
	<i>Hidalgo County Urban County Program</i>
	<i>Hidalgo County Regional Mobility Authority (HCRMA)</i>

Municipalities	State Agencies
<i>Alamo</i>	<i>Falfurrias</i>
<i>Brownsville</i>	<i>Hidalgo</i>
<i>Donna</i>	<i>Laredo</i>
<i>Eagle Pass</i>	<i>McAllen</i>
<i>Edcouch</i>	<i>Mercedes</i>
<i>Edinburg</i>	<i>Mission</i>
	<i>Pharr</i>
	<i>Rio Grande City</i>
	<i>Roma</i>
	<i>San Juan</i>
	<i>South Padre Island</i>
	<i>Weslaco</i>
	<i>Texas Department of Transportation (TxDOT) - ROW Division</i>
	<i>Texas Attorney General Office</i>
	<i>Texas Parks &amp; Wildlife</i>
	<i>Texas Department of Transportation - Aviation Division</i>

Other Condemning Authorities	Federal Agencies
<i>American Electric Power (AEP / ETT)</i>	<i>US Marshal Service</i>
<i>North Alamo Water Supply</i>	
<i>Sharyland Water Supply</i>	

**EDUCATION & LICENSURE**  
**THOMAS M. DAVIS**

**Angelo State University, San Angelo, Texas.**  
Graduate December 2002: Bachelor of Business Administration, Finance Major with Real Estate Option.

**State Certified General Real Estate Appraiser**  
TX – 1336454-G  
Licensed Since December 2, 2002  
Expires: October 31, 2020 (Active)



**APPRAISAL WORK EXPERIENCE**

Local, State & Federal Government Institutions

Texas Department of Transportation (TxDOT), Texas Attorney General's Office, US Marshal Service, *Cities of McAllen, Edinburg, Pharr, San Juan, Alamo, Mercedes, Brownsville, Edcouch, Rio Grande City, Roma, Laredo, Eagle Pass, Falfurrias, Mission, Hidalgo, Donna and Weslaco*. Various Cities throughout Hidalgo, Cameron, Starr, Brooks and Webb County. Other agency's include various right-of-way divisions throughout the Rio Grande Valley and several northern areas including the City of Laredo, City of Falfurrias and several road projects in the City of Corpus Christi, Texas.

Right of Way Experience

The Right-of-Way Division of the firm conducts Real Estate Appraisals for various local and government agencies throughout South Texas. These reports conform to the Texas Department of Transportation A-5 & A-6 Formats of which also utilized for LPA's (Local Participating Agencies). Thomas M. Davis has undergone extensive training in this field of work over the past 16 years of which specialize in acquisitions concerning diminution of market value and or property bi-sections. ROW experience extends to various types of acquisitions including, but not limited to, expansion of existing roadways, development of new roadways, utility easements, transmission line easements, drainage or irrigation easements, damage assessment, cost to cure, relocation assistant research, budget analysis, condemnation hearing and trial support. This division has produced well over 1,000 reports over the years with the single largest project being approximately 150 parcel project covering two counties. Counties of which right of way work has been performed include, Brooks, Cameron, Hays, Hidalgo, Nueces, Starr, Webb and Willacy County.

Public Service and Professional Affiliations

Delta Sigma Pi – Professional Business Fraternity

Associate Member of the Appraisal Institute (Not MAI Designated)

Associate Member of the International Right of Way Association (IRWA) (Member # 7898377)

Most Recent Courses

Appraisal Institute – General Appraiser Site Valuations & Cost Approach (September 2018)

International Right of Way Association – Easement Valuation (October 6, 2016)

International Right of Way Association – Reviewing Appraisals in Eminent Domain (October 7, 2016)

**SOQ Requirement No. 5:**

*List at least three related TxDOT projects with dates, number of parcels appraised, final appraisal cost and names, addresses and phone numbers of representatives of these TxDOT projects who can be contacted as references.*

These are the most recent completed projects for TxDOT. This office is currently working with TxDOT on multiple projects Valley-Wide. Contact Person for TxDOT is Ramon Jimenez (956) 702-6287.

PROJECT No. 1 - TxDOT FM 494 RCSJ 0864-01-072 (Shary Road: Limits Mile 3 to Mile 5)

PROJECT No. 2 - TxDOT SH-907 (Alamo Road: Limits Interstate 2 to Nolana Loop)

PROJECT No. 3 - TxDOT FM 2220 Project (Ware Road: Limits – Mile 3 to Mile 5)

February 11, 2019

**PROJECT No. 1 : TxDOT FM 494 RCSJ 0864-01-072 (Shary Road: Limits Mile 3 to Mile 5)**



600 W. IH2 PHARR TEXAS 78577-1717 (956)702-6100

Ramon Jimenez  
S/ROW Project Delivery Supervisor  
600 W. IH-2  
Pharr, Texas 78577  
956-702-6287  
[Ramon.Jimenez@txdot.gov](mailto:Ramon.Jimenez@txdot.gov)

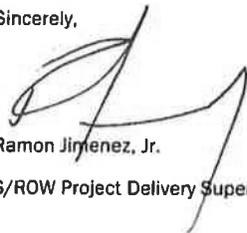
October 05, 2018

In reference to Mr. Leonel Garza III:

- Mr. Garza performed initial appraisal services, eminent domain appraisals as well as court preparation and testimony in the past two year from November 2017 through September 2018.
- The above referenced services were conducted on the FM 494 Project (RCSJ 0864-01-072) in the Pharr District from November, 2017 through September, 2018.
- The appraisal services were provided in a professional manner and deliver in a timely basis.
- All appraisal services were done utilizing Federal, State and USPAP standards. All appraisal services were deemed acceptable.

Mr. Garza conducted himself professionally and was courteous with the property owners he met with. He was readily available to meet on any issues concerning his services with the District, Property Owners and the Attorney General's Office. He produced a product that was considered thorough and assisted the State in acquiring right of way through the State's negotiation process.

Sincerely,



Ramon Jimenez, Jr.  
S/ROW Project Delivery Supervisor

OUR VALUES: People • Accountability • Trust • Honesty  
OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

The work dates provided include, condemnation and or trial work for this project. Appraisal reports were delivered on-time with a less than 5% condemnation rate.

Total Project Appraisal Cost: \$ 185,600  
Average Appraisal Cost: \$ 4,125



February 11, 2019

**PROJECT No. 3: TxDOT SH-907 (Alamo Road: Limits Interstate 2 to Nolana Loop)**



600 W. IH2 PHARR TEXAS 78577-1717 (956)702-6100

Ramon Jimenez  
S/ROW Project Delivery Supervisor  
600 W. IH-2  
Pharr, Texas 78577  
956-702-6287  
[Ramon.Jimenez@txdot.gov](mailto:Ramon.Jimenez@txdot.gov)

October 05, 2018

In reference to Mr. Leonel Garza III:

- Mr. Garza performed Initial appraisal services, eminent domain appraisals as well as court preparation and testimony in the past two years from January 2017 through May 2018.
- The above referenced services were conducted on the FM 907 Project (RCSJ 1586-01-072) in the Pharr District from January 2017 through May, 2018.
- The appraisal services were provided in a professional manner and deliver in a timely basis.
- All appraisal services were done utilizing Federal, State and USPAP standards. All appraisal services were deemed acceptable.

Mr. Garza conducted himself professionally and was courteous with the property owners he met with. He was readily available to meet on any issues concerning his services with the District, Property Owners and the Attorney General's Office. He produced a product that was considered thorough and assisted the State in acquiring right of way through the State's negotiation process.

Sincerely,

Ramon Jimenez, Jr.

S/ROW Project Delivery Supervisor

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

The work dates provided include, condemnation and or trial work for this project. Appraisal reports were delivered on-time with a 0% condemnation rate on this project.

Total Project Appraisal Cost: \$ 96,000  
Average Appraisal Cost: \$ 4,000



February 11, 2019

**PROJECT No. 3: TxDOT FM 2220 Project (Ware Road: Limits – Mile 3 to Mile 5)**



600 W. IH2 PHARR TEXAS 78577-1717 (956)702-6100

Ramon Jimenez  
S/ROW Project Delivery Supervisor  
600 W. IH-2  
Pharr, Texas 78577  
956-702-6287  
[Ramon.Jimenez@txdot.gov](mailto:Ramon.Jimenez@txdot.gov)

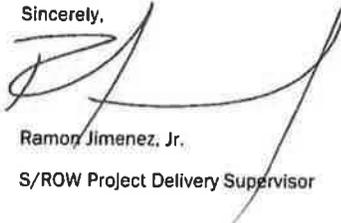
October 05, 2018

In reference to Mr. Leonel Garza III:

- Mr. Garza performed Initial appraisal services, eminent domain appraisals as well as court preparation and testimony in the past year from January, 2017 through June, 2018.
- The above referenced services were conducted on the FM 2220 Project (RCSJ 2094-01-044) in the Pharr District from January, 2017 through June, 2018.
- The appraisal services were provided in a professional manner and deliver in a timely basis.
- All appraisal services were done utilizing Federal, State and USPAP standards. All appraisal services were deemed acceptable.

Mr. Garza conducted himself professionally and was courteous with the property owners he met with. He was readily available to meet on any issues concerning his services with the District, Property Owners and the Attorney General's Office. He produced a product that was considered thorough and assisted the State in acquiring right of way through the State's negotiation process.

Sincerely,



Ramon Jimenez, Jr.  
S/ROW Project Delivery Supervisor

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

The work dates provided include, condemnation and or trial work for this project. Appraisal reports were delivered on-time with a 0% condemnation rate on this project.

Total Project Appraisal Cost: \$ 138,750  
Average Appraisal Cost: \$ 3,750



**SOQ Requirement No. 6:**

The office of Leonel Garza Jr. & Associates LLC is actively working on multiple right of way projects in South Texas for several condemning authorities including but not limited to the Texas Department of Transportation and Hidalgo County. A standard workload for this office is an approximate average of 50 to 80 appraisal reports per month. We are currently working on a multiple right-of-way project's which below is a sampling of the active / on-going projects which shall be completed in 60 days.

Texas Department of Transportation Project (Active/On-Going)

SH-195, Starr County	70 Parcels	50% Complete
US Highway 83, Starr / Zapata County	35 Parcels	90% Complete
US Highway 281, Hidalgo County	30 Parcels	10% Complete

Hidalgo County /

FM 494 Shary Road Phase II	54 Parcels	95% Complete
Taylor Road	114 Parcels	85% Completed
Veterans Road	84 Parcels	60% Completed

Hidalgo County Drainage District 1

Raymondville Drain Project	20 Parcels	99% Complete
HCMA 365 Outfalls	21	50% Complete*

*\*On-Going Project to Be Completed by March 1, 2019*

TxDOT has requested this firm and contracted acquisition provider to expedite by both the appraisal and the negotiations of said parcels due to the clients time constraints for future construction. This office is on schedule to comply with the assignments. In addition, this firm has been subcontracted by sub-provider of the County of Hidalgo to perform multiple right of way appraisals for several road expansion projects and the Hidalgo County Drainage District 1. This office specializes in these types of projects of which this project includes the coordination with (3) different acquisition providers selected by TxDOT and or the County of Hidalgo. Currently right-of-way appraisal work consists of approximately 90% of our office current appraisal assignments.

**SOQ Requirement No. 7:**

Leonel Garza Jr. & Associates LLC does not hire sub-contractors, sub-consultants for this type of work scope.

**SOQ Requirement No. 8:**

The following DBE and HUB Certification are for Leonel Garza Jr. & Associates LLC. Both are active.



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION & COMPLIANCE**

**Texas Historically Underutilized Business (HUB) Certificate**



Certificate/VID Number:	<b>1742948770900</b>
File/Vendor Number:	<b>014984</b>
Approval Date:	<b>03-JAN-2018</b>
Scheduled Expiration Date:	<b>03-JAN-2022</b>

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

**LEONEL GARZA, JR. & ASSOCIATES, LLC**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 05-JAN-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.



Laura Cagle-Hinojosa, Statewide HUB Program Manager  
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.epa.state.tx.us/lpasscmbtsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-8881

Rev. 06/16

**SOQ Requirement No. 9:**

Leonel Garza Jr. & Associates LLC does not have any pending nor has been involved with litigation against the firm, agents, appraisers, and or employees with respect to any work performed. It must be noted for clarity of this question within the SOQ for Appraisal Services – 2019-01 that Leonel Garza III is actively involved in multiple litigation cases in which appraisal services requested are involved in litigation / eminent domain hearings and appeals and or trials involving these reports / valuations performed for the purposes of acquisition only. Leonel Garza III has recently testified as an expert witness in a trial involving a power transmission company in Cameron County, Texas in which an appraisal report was used in the proceedings.

**SOQ Requirement No. 10:**

Amount of professional liability insurance coverage carried by firm



**Texas Department of Transportation (TxDOT)  
CERTIFICATE OF INSURANCE**

Form 1580-CS  
Professional Provider Insurance  
(Rev. 03/13)  
Page 2 of 2  
(Previously Known As Form 1580-C88)

This certificate of insurance is provided for informational purposes only. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the referenced policies control over the terms of this certificate.

Prior to the beginning of work, the Contractor shall obtain the minimum insurance and endorsements specified. Only the TxDOT certificate of insurance form is acceptable as proof of insurance for department contracts. Agents should complete the form providing all requested information then either fax or mail this form directly to the address listed on page one of this form. Copies of endorsements listed below are not required as attachments to this certificate.

Insured: Leonel Garza Jr. & Associates, LLC  
 Street/Mailing Address: 1419 Dove Ave Suite 1 State: Texas Zip Code: 78504  
 City: McAllen Phone Number: 956-687-7295 Vendor ID Number (11 digits): 17429487709

Contractor/Client (if applicable): Leonel Garza III  
 Street/Mailing Address: 1419 Dove Ave Suite 1 State: Texas Zip Code: 78504  
 City: McAllen Phone Number: 956-607-7992 Vendor ID Number (11 digits): \_\_\_\_\_

**Workers' Compensation Insurance Coverage:  
Endorsed with a Waiver of Subrogation in favor of TxDOT.**

Carrier Name: <u>Hartford Ins. Co of the Midwest</u>		Carrier Phone Number: <u>800-447-7849</u>		
Address: <u>3600 Waeaman Blvd.</u>		City: <u>San Antonio</u>	State: <u>TX</u>	Zip: <u>78251</u>
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Workers' Compensation	<u>65WBCAR0136</u>	<u>05/18/2016</u>	<u>05/18/2017</u>	<u>Not Less Than: Statutory - Texas</u>

**Commercial General Liability Insurance:**

Carrier Name: <u>American Hallmark Insurance Company of Texas</u>		Carrier Phone Number: <u>877-832-6842</u>		
Address: <u>777 Main Street, Suite 1000</u>		City: <u>Fort Worth</u>	State: <u>TX</u>	Zip: <u>76102</u>
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Commercial General Liability Insurance Bodily Injury Property Damage OR Commercial General Liability Insurance	<u>44-CL-132457-01</u>	<u>05/18/2017</u>	<u>05/18/2018</u>	<u>Not Less Than: \$500,000 each occurrence \$100,000 each occurrence \$100,000 for aggregate OR \$600,000 combined single limit</u>

**Automobile Liability Insurance:**

Carrier Name: <u>American Hallmark Insurance Company of Texas</u>		Carrier Phone Number: <u>877-832-6842</u>		
Address: <u>777 Main Street, Suite 1000</u>		City: <u>Fort Worth</u>	State: <u>TX</u>	Zip: <u>76102</u>
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Business Automobile Policy Bodily injury Property Damage	<u>44-CL-132457-01</u>	<u>05/18/2017</u>	<u>05/18/2018</u>	<u>Not Less Than: \$250,000 each person \$500,000 each occurrence \$100,000 each occurrence</u>

**Authorized Agent name, address and zip code:**

Shepard Insurance Agency P.O. Box 4288 McAllen, Texas 78502

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named are in full force and effect. If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under sections 555.021 and 553.023 of the Texas Government Code, you also are entitled to receive and review the information. Under section 559.004 of the Government Code, you are also entitled to have corrected information about you that is incorrect.

Area Code ( 956 ) 686-3888  
 Authorized Agent's Phone Number

*[Handwritten Signature]*  
 Official Signature of Authorized Agent

04/24/2017  
 Date



**SOQ Requirement No. 10 (Cont.):**

**Banking Information**

International Bank of Commerce  
1 South Broadway McAllen, TX 78501  
Adrian Villarreal, CEO / President (956) 686-0263

Leonel Garza Jr. & Associates LLC has an account with International Bank of Commerce and is in good standing.

**SOQ Requirement No. 11: Other Items (Additional References)**

**COUNTY OF HIDALGO**

**Hidalgo County Commissioner Eduardo "Eddie"  
Cantu County Precinct No. 2**

300 W. Hall Acres Suite G  
Pharr, Texas 78577  
(956) 787-1891 (Office)

**Hidalgo County Judge Richard Cortez**  
100 E. Cano Street  
Edinburg, TX 78539  
(956) 318-2600

**Hidalgo County Drainage District 1**

**Raul E. Sesin P.E., Director**  
902 Doolittle Road, Edinburg, Texas  
(956) 292-7000  
raul.sesin@hchd.org

**Hidalgo County Purchasing Department  
Martha L. Salazar - Purchasing Agent**  
2802 S. Business Highway 281  
(956) 318-2626

**TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT)  
South Right of Way Project Delivery Pharr**

Pedro Alvarez	(956) 702-6101 pedro.alvarez@txdot.gov	TxDOT Pharr District Engineer
Ramon Jimenez	(956) 702-6287 ramon.jimenez@txdot.gov	South Right-of-Way Project Delivery Pharr Supervisor
Pedro Escobar	(956) 702-6179 pedro.escobar@txdot.gov	Right of Way Agent
April Morin	(956) 702-6169 april.morin@txdot.gov	Right of Way Agent
Horacio Elizondo	(956) 702-6287 horacio.elizondo@txdot.gov	Right of Way Agent
Robert Casarez	(956) 702-6175 robert.casarez@txdot.gov	Right of Way Agent

**RIGHT OF WAY TxDOT ROWAP ACQUISITION COMPANIES**

**Sendero Acquisitions**

Carlos Lascurain, Partner  
 1500 Industrial Boulevard, Suite 230  
 Abilene, Texas 79602  
 (325) 672-5540 (Office)  
 www.arws.com / clascurain@senderotx.com

**Cobb Fendley & Associates, Inc.**

Abel Garcia, R/W-NAC  
 16610 IH-45, Suite 250  
 Conroe, Texas 77384  
 (936) 224-7114 (Office)  
 www.cobfen.com / agarcia@bobbfendley.com

**Halff Associate, Inc.**

Mark Janicki, Vice President  
 1201 North Bowser Road  
 Richardson, Texas 75081  
 (214) 346-6200  
 www.halff.com

**L&G Engineering Transportation Consultant**

Luana Gonzalez, Right of Way Supervisor  
 900 S. Stewart Road, Suite 10  
 Mission, Texas 78572  
 (956) 585-1909  
 lgonzalez@lgengineers.com

**RIGHT OF WAY ATTORNEY REFERENCES**

Hayat, Nassour	(512) 775-1720 hayat.nassour@oag.texas.gov	<u>State of Texas, Office of the Attorney General</u> Assistant Attorney General III
Matt Jones	(956) 973-1116 mljones@jgkl.com	<u>Jones Galligan Key Lozano Attorneys At Law</u> Attorney for American Electric Power (AEP) & Hidalgo County Drainage District 1
Stephen L. Crain	(956) 682-5501 scrain@atlashall.com	<u>Atlas Hall Rodriguez Attorneys At Law</u> Attorney of record for Hidalgo County Commissioners Court.
Luis Cardenas	(956) 802-7544 luis@escobedocardenas.com	<u>Escobedo Cardenas Attorney At Law</u> Attorney of record for the Hidalgo County Regional Mobility Authority.
Richard Cantu	(956) 630-6330 richard@cantulawcompany.com	<u>Law Office of Richard A. Cantu</u> Attorney of Record for Hidalgo County Regional Mobility Authority.

**HISTORY CERTIFICATION FROM TEXAS APPRAISER LICENSING &  
CERTIFICATION BOARD FOR LEONEL GARZA III (2018)**

First Name : Leonel  
Middle Initial :  
Last Name : Garza  
Name Suffix (Jr, Sr, etc.): III  
Company Name :  
Street Address : 1419 W. Dove Avenue Suite 1  
City : MCALLEN  
State : TX  
Zip Code : 78504  
Telephone Number : 956-687-7295  
Status: Active  
Credential State: TX  
State Credential Number: 1328375  
Credential Certificate Type: Certified General  
Effective Date of Credential : 01/01/2019  
Expiration Date of Credential : 12/31/2020  
Conforms to AQB Criteria : Yes

**Disciplinary/Other Actions**

Current Disciplinary Actions Limiting Ability to Appraise : None

[https://www.asc.gov/PrintAppraiserDetail.aspx?key=m7vauOPxHsoe7dufsxS2Bg\\*\\*&Standard=1](https://www.asc.gov/PrintAppraiserDetail.aspx?key=m7vauOPxHsoe7dufsxS2Bg**&Standard=1)

**Disclosure of Conflict of Interest & Non-Collusion**

The office of Leonel Garza Jr. & Associates LLC does not have a conflict of interest with the anyone associated with the Hidalgo County Regional Mobility Authority its employees or subcontractors thereof. Leonel Garza Jr. & Associates LLC and all employees are available to certify that no collusion with any other company and or temporary appraisers engaged in the same line of business or commerce has or will take place during the course of the proposed contract. No appraisers hired by Leonel Garza Jr. & Associates LLC are contract labor nor associated or employed with neither the County of Hidalgo Regional Mobility Authority, Hidalgo County, Texas Department of Transportation or any other appraisal firm.

**Non-Discrimination**

Leonel Garza Jr. & Associates LLC does not discriminate against any employee or applicant for employment based on race, religion, sex, national origin or disability.

**Davis Bacon Act**

The office of Leonel Garza Jr. & Associates LLC understands the guidelines specified by the Davis Bacon Act toward wage and hour related terms as indicated by the Act and the U.S. Department of Labor.

**General Terms and Conditions**

Issues addressed as indicated pertinent to Appraisal SOQ General Terms & Conditions are accepted and understood by Leonel Garza Jr. & Associates LLC.

**Schedule of Events**

Once the contract is awarded to Leonel Garza Jr. & Associates LLC, an inspection of the subject property shall proceed once authorization has been provided by Hidalgo County Regional Mobility Authority and or the owner of record of the subject property being appraised. The time frame for each report shall depend on the complexity of the project and the time line specified by the Hidalgo County Regional Mobility Authority.

**Ethical Standards**

The primary appraiser of Leonel Garza Jr. & Associates LLC, Leonel Garza III. He is the Chairman of the Hidalgo County Subdivision Review Board, Appointed May 1999 by the Hidalgo County Commissioner Court and Chairman of the Hidalgo Building Line of Adjustments Board, Appointed in 2005. Mr. Garza has continued in these positions being re-appointed for continued terms since 1999. These positions in no way affect the ethical standards required to perform said appraisal work for the HC-RMA and or Hidalgo County, a Municipality, State Agency nor any other condemning authority involved in the proposed project.

Quality of life is the primary goal of the review board. This ensures that all utilities available to the potential purchasers of lots are on-site and or to be constructed. In addition the Board insures that proper drainage, street access, minimum lot sizes, setbacks, septic tank installment, and variances are reviewed by the Board and Staff before submittal to the Hidalgo County Commission for final approval. No discussion of property values are discussed during these meeting. The Hidalgo County Subdivision Review Board is a voluntary commission appointed by each individual's Precinct County Commissioner for a two-year term unless otherwise noted. The appointment is based on the individual's knowledge of all aspects of real estate, right-of-ways, easements and other pertinent factors which affect raw land and or proposed subdivision development, lot re-subdivision etc.

**USPAP Compliance**

All appraisal reports shall comply with all State and Federal laws as indicated by the Texas State Licensing and Certification Board, Texas Appraisal & Licensing Board, Uniform Standard of Appraisal Practice, the National Appraisal Institute, and Texas Senate Bill 18. All services provided by Leonel Garza Jr. & Associates LLC shall comply with all State, Federal and Uniform Standards of Professional Appraisal Practice along with the Texas Department of Transportation Appraisal and Review Manual. All appraisals performed by this office are personally inspected and photographed by the primary appraiser, Leonel Garza III. Mr. Garza, as the primary appraiser, must sign the document certifying the compliance to all State, Federal and USPAP regulations.

**Employee Payment**

All appraisers and personal assistants of Leonel Garza Jr. & Associates LLC are paid on a salary basis in which all State, Federal and Social Security withholdings are applied. It is understood that no employee is entitled to benefits received by the county civil service system and or other benefits received by the Hidalgo County Regional Mobility Authority.

**Appraisal Process**

The scope of the assignment is to appraise the area as fee simple and or easement in its present "as is condition" subject to governmental regulation, and in terms of a cash transaction. In addition, the scope shall requiring the appraiser to make the extraordinary condition that the subject property is free from contamination of which could affect the overall market value of the subject property as a whole and the part to be acquired. Each property owner shall be sent a letter of intent to inspect the subject property and offer any additional inspections on-site and in the presence of the owner(s) and or owner(s) representative (as requested). In the event access is not granted to enter the subject area, the appraiser is to proceed off-site along existing road right-of-way as indicated by survey. The standard scope of the assignment for right of way appraisals requires that comparable market sales within the area be identified and analyzed for comparability and for their reliability in determining the estimated market value of the part to be acquired. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales shall be gathered through various sources which included the Greater McAllen Multiple Listing Service, local Realtors & Brokers, and conversations with various owners along the project. Listings along the respective projects shall also be reviewed in order to determine the current market asking price for property along the project.

Each appraisal shall be developed on a Texas Department of Transportation Form A-5, Form A-6 and Form A-5s format as promulgated by the Texas Department of Transportation. Leonel Garza III has undergone the mandatory training thru the Texas Department of Texas Training on *Senate Bill 18 (SB-18)* and has included all changes associated with the new law in each report. Leonel Garza III is fully aware of the magnitude of the Bill and the overall reporting and valuation effects of the SB-18. Garza & Associates Staff most recently attended the International Right of Way Association Legal Seminar on the "2018 Eminent Domain Seminar held in San Marcos, Texas in September 2018 and Mr. Garza has attended CLE Right of Way Seminars in Austin and Dallas in 2018.

The appraisal report shall indicate the current market value of the part to be acquired as per date of on-site and or off-site inspection of which will not include project influence as indicated by the Texas Attorney General Office and specified by the Texas Department of Transportation. Once negotiations have begun, the appraiser shall be available to answer any questions or concerns by the property and assist the negotiator as needed. In the event a consensus cannot be made as to the market value, the appraiser

shall be prepared to continue and prepare for condemnation proceedings. This service shall continue until all trial and or other court proceedings are concluded in the acquisition of the subject property.

**Conclusion**

The Office of Leonel Garza Jr. & Associates LLC would like to thank you for the opportunity to submit the qualification of its staff and are available to answer any questions or concerns you may have in reviewing said document.

---

END OF DOCUMENT

This Page  
Intentionally  
Left Blank

Item 3D

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

**AGENDA RECOMMENDATION FORM**

BOARD OF DIRECTORS	<u>  X  </u>	AGENDA ITEM	<u>  3D  </u>
PLANNING COMMITTEE	<u>          </u>	DATE SUBMITTED	<u>  02/18/19  </u>
FINANCE COMMITTEE	<u>          </u>	MEETING DATE	<u>  03/05/19  </u>
TECHNICAL COMMITTEE	<u>          </u>		

1. Agenda Item: **RESOLUTION 2019-11 – APPROVAL OF AWARD OF CONTRACT FOR REVIEW APPRAISAL SERVICES TO HLH APPRAISAL SERVICES FOR THE 365 TOLLWAY AND INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS.**
  
2. Nature of Request: (Brief Overview) Attachments:   X   Yes    No  
  
Consideration and approval of award of contract for Review Appraisal Services to HLH Appraisal Services for the 365 Tollway and IBTC Projects.
  
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
  
4. Budgeted:    Yes    No   X   N/A
  
5. Staff Recommendation: **Motion to approve Resolution 2019-11 – Approval of Award of Contract for Review Appraisal Services to HLH Appraisal Services for the 365 Tollway and International Bridge Trade Corridor Projects, as presented.**
  
6. Program Manager’s Recommendation:    Approved    Disapproved   X   None
  
7. Planning Committee’s Recommendation:    Approved    Disapproved   X   None
  
8. Board Attorney’s Recommendation:    Approved    Disapproved   X   None
  
9. Chief Auditor’s Recommendation:    Approved    Disapproved    None
  
10. Chief Financial Officer’s Recommendation:    Approved    Disapproved    None
  
11. Chief Development Engineer’s Recommendation:    Approved    Disapproved   X   None
  
12. Chief Construction Engineer’s Recommendation:    Approved    Disapproved   X   None
  
13. Executive Director’s Recommendation:   X   Approved    Disapproved    None



**HCRMA**  
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

# Memorandum

To: S. David Deanda, Chairman  
From: Pilar Rodriguez, PE, Executive Director  
Date: February 18, 2019  
Re: **Resolution 2019-11 - Approval of Award of Contract for Review Appraisal Services to HLH Appraisal Services for the 365 Tollway and International Bridge Trade Corridor (IBTC) Projects**

---

## **Background**

On February 11, 2019, the Hidalgo County Regional Mobility Authority (HCRMA) received three (3) responses to the formal solicitation for Statements of Qualifications for Review Appraisal Services for the 365 Tollway and IBTC Projects. A Selection Committee comprised of three (3) staff members reviewed the proposals and ranked the respondents according to the rating criteria on Exhibit A. The Selection Committee ranked the three respondents in the following order (Exhibit B):

1<sup>st</sup> HLH Appraisal Services

2<sup>nd</sup> Professional Appraisal Services

3<sup>rd</sup> Southmost Realty, Appraisals and Court Expert Witness

The highest-ranking firm will be awarded the contract for Review Appraisal Services.

## **Goal**

The use of contract review appraisers is necessary to assist with the acquisition of remaining parcels needed in the 365 Tollway and IBTC Projects.

## **Options**

The Board of Directors may opt to not approve the appraisal service contract(s).

## **Recommendation**

Based on review by this office, **approval of Resolution 2019-11 – Approval of Award of Contract for Review Appraisal Services to HLH Appraisal Services for the 365 Tollway and International Bridge Trade Corridor Projects is recommended.**

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

EXHIBIT A

**RATING CRITERIA FOR REVIEW APPRAISAL SERVICES**

No.	Evaluation Criteria
1	Recent experience with TxDOT or Toll Authority/Regional Mobility Authority projects comparable to the review appraisal work proposed. (0-10 Points)
2	Capability to perform all or most aspects of the review appraisal. (0-10 Points)
3	Reputation for personal and professional integrity and competence. (0-10 Points)
4	Evidence that the consultant has established and implemented an Affirmative Action Program and/or is certified as a DBE (DBE goal is for this project is 12%). (0-5 Points)
5	Key personnel's professional background, caliber and availability for the proposed work. (0-10 Points)
6	Current workload. (0-5 Points)
7	Recent experience in special areas associated with the project such as State or Federal appraisal, if applicable (0-5 points)
8	Demonstrate ability to meet schedules or deadlines. (0-10 Points)
9	Capability to complete work without having major cost escalations or overruns. (0-5 Points)
10	Qualifications and experience of consultants engaged by consultants under consideration. (0-5 Points)
11	Quality of projects previously undertaken. (0-5 Points)
12	Familiarity with the proximity of the geographical location of the project. (0-5 Points)
13	Knowledge of federal, state and local regulations, policies and procedures. (0-5 Points)
14	Capability of a branch office in Hidalgo County which will do the work to perform independently of the home office, or conversely, Firm's capability to obtain necessary support from the home office. (0-5 Points)
15	Degree of interest shown in undertaking the work. (0-5 Points)

EXHIBIT B

## SCORE SUMMARY

<b>FIRM NAME</b>	<b>EVALUATOR #1</b>	<b>EVALUATOR #2</b>	<b>EVALUATOR #3</b>	<b>TOTAL</b>	<b>RANK</b>
<b>HLH Appraisal Services</b>	<b>75</b>	<b>97</b>	<b>81</b>	<b>253</b>	<b>1</b>
<b>Southmost Appraisal</b>	<b>66</b>	<b>67</b>	<b>65</b>	<b>198</b>	<b>3</b>
<b>Professional Appraisal Services</b>	<b>74</b>	<b>72</b>	<b>79</b>	<b>225</b>	<b>2</b>

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY  
BOARD RESOLUTION NO. 2019-11

AWARD OF CONTRACT FOR REVIEW APPRAISAL SERVICES TO HLH  
APPRAISAL SERVICES FOR THE 365 TOLLWAY AND INTERNATIONAL  
BRIDGE TRADE CORRIDOR (IBTC) PROJECTS

THIS RESOLUTION is adopted this 5<sup>th</sup> day of March 2019 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 Board of Directors of the Authority has been constituted in accordance with the Act to address mobility issues in and around Hidalgo County; and

WHEREAS, the Authority has adopted a Strategic Plan that prioritizes the 365 Tollway and IBTC Projects; and

WHEREAS, the Authority solicited Statements of Qualifications for Review Appraisal Services for the 365 Tollway and IBTC Projects; and

WHEREAS, on February 11, 2019, the Authority received three (3) responses to the request for Statement of Qualifications for Appraisal Services for the 365 Tollway and IBTC Projects; and

WHEREAS, a Selection Committee reviewed and ranked the proposals submitted by the responding firms; and

WHEREAS, the Authority has determined it is necessary to award a Professional Service Agreement to HLH Appraisal Services for the 365 Tollway and IBTC Projects;

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 hereby awards a Professional Service Agreement for Review Appraisal Services to HLH Appraisal Services for the 365 Tollway and IBTC Projects.

Section 3. The Board hereby authorizes the Executive Director to execute the Professional Service Agreement with HLH Appraisal Services for Review Appraisal Services.

\*\*\*\*\*

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING duly posted and noticed, on the 5<sup>th</sup> day of March 2019, at which meeting a quorum was present.

---

S. David Deanda, Jr., Chairman

Attest:

---

Ricardo Perez, Secretary/Treasurer

**HLH APPRAISAL SERVICES**  
**Specializing in Appraisal Review of Road and Drainage Projects**

February 6, 2019

Mr. Eric Davila, PE, PMP, CFM  
Chief Development Engineer  
Hidalgo County Regional  
Mobility Authority (HCRMA)  
203 West Newcombe Avenue  
Pharr, TX 78577

**RE: SOQ - REVIEW APPRAISAL SERVICES - HCRMA - 2019 - 02**

Dear Mr. Davila:

In accordance with the Statements of SOQ for Review Appraisal Services-2019-02 packet and the Proposal Requirements, attached are the Original and two (2) copies of the following:

- Original and two (2) copies of my proposal for the position of Review Appraiser on upcoming projects.
- Appraisal Review Log
- Resume
- Texas Appraiser Licensing and Certification Board (TALCB) Renewal Certification to 10/31/2020.
- Insurance Certificates of Professional Liability, General Liability and Automobile Business reflecting the HCRMA as Certificate Holders
- Flash Drive with the above documents in PDF form

I am on TxDOT's list of state approved fee appraisers, pre-certified by TxDOT, and under contract with TxDOT by Right of Way Professional Real Estate Appraisal Services Contract dated November 30, 2018 effective on January 1, 2019 and expires on December 31, 2020- (PREAS CONTRACT).

Please be advised that the appraisal review of the reports on HCRMA projects will be treated as priority. I will work with the primary appraiser to resolve any questions, will submit the reviews in a timely manner and will meet your schedules and deadlines.

Sincerely,



Harvey L. Heerssen  
TX State Certified General Appraiser  
No. TX-1327190-G

HLH: hh  
Attachments

**Hidalgo County Regional Mobility Authority**  
**Request for Statement of Qualifications for**  
**Review Appraisal Services-2019-02 for:**

**Harvey L. Heerssen**  
**Review Appraiser**  
**TX-1327190 G**

**Firm Name: HLH Appraisal Services**

**Harvey L. Heerssen:** owner, sole proprietor and contact person

- 281-855-7763 (office)
- 281-799-5652 (cell)
- 832-674-7949 (fax)
- Email: [heerssen@sbcglobal.net](mailto:heerssen@sbcglobal.net) (primary) or [hlheerssen4@gmail.com](mailto:hlheerssen4@gmail.com) (secondary)
  - 6107 Aberton Forest Drive, Houston, TX. 77084 (principal office)

**Name of Principal in Firm: Harvey L. Heerssen, owner**

I have been in business fifteen (15) years as owner and sole proprietor.  
I will be the only person working on HCRMA projects. (See attached resume.)

**List of three (3) related TxDOT Projects**

RCSJ 0039-17-197 (Begun and completed in November, 2018):

- Interstate Hwy. 2 in Hidalgo County, at US 83/281 Interchange
  - Total of 3 parcels, total appraised value of \$2,876,258
- TxDOT Pharr District Office at 600 W. Expressway 83, Pharr, TX 78577
  - Contact: Ramon Jimenez at 956-702-6287.

RCSJ 0433--02-053 (Begun and completed in March 2018):

- SH 186 in Willacy County: from Hidalgo County Line to King St.
  - Total of 5 parcels, total appraised value of \$75,591
- TxDOT Pharr District Office at 600 W. Expressway 83, Pharr, TX 78577
  - Contact: April Morin at 956-702-6169

RCSJ No. 0255-02-054 (Begun in January, 2017, and completed in June, 2017):

- US 281- Premont Bypass in Jim Wells County:  
from 0.5 mile North of FM 1438 to 1 mile North of CR 431
  - Total of 18 parcels, total appraised value of \$1,664,07
- TxDOT Corpus Christi Office at S. Padre Island Drive, Corpus Christi, TX 78416  
Contact: Michelle Khatib at 361-808-2284

**Other ROW Projects**  
**for TxDOT, Consultants, Cities and Counties**

(See Experience Log attached for work from 2014 to 2017 that includes reviews of approximately 363 Parcels for the HCRMA prepared by fee appraiser Leonel Garza III on five (5) roadway sections beginning July 2014 and ending March 2017)

**Current Workload of HLH Appraisal Services**

I am currently working on five (5) right of way projects for L & G Engineering at 900 S. Steward Road, Mission, TX 78572.

Contact: Luana Gonzalez at 956-585-1909

The five (5) projects are about 80% complete.

I will be able to meet HCRMA schedules or deadlines. I am very familiar with the geographical area and real estate market of Hidalgo County having worked there for some 23 years as a self employed review appraiser and with TxDOT Pharr District Right of Way Section from 1992 to 2000 as the staff review appraiser.

**Names of Sub-Consultants:** None

I do all appraisal review work myself as I am sole proprietor, having no employees or sub-consultants.

**Disadvantaged Business Enterprise (DBE) & Affirmative Action:** None

**List of Pending Ligation:** None

**Amount of Insurance Coverage**

- Professional Liability (E&O) Coverage in the amount of \$1,000,000 each claim, \$2,000, 000 aggregate
- Commercial General Liability in the amount of \$1,000,000 for each occurrence and \$2,000,000 for general aggregate
- Automobile liability in the amount of \$500,000 for combined single limit
  - I do not have Workers Compensation and Employers Liability since I am a sole proprietor with no employees.
  - Attached are Certificates of Liability Insurance Statements (Acord) for the HCRMA as Certificate Holder for each insurance coverage.

**Bank where HLH Appraisal does Business**

Comerica Bank at 6985 Hwy. 6 North, Houston, TX 77084  
Contacts: Michele Bland, Manager and Alex Garcia, Retail Personal Banker at 281-550-5000

24.5 Complete the following Appraiser Experience Log:

No.	Month and Year Work Completed	Type of Residential or Non-Residential Property Appraised (Note 2)	General Location (City or Region)	Client	Condemning Authority
1	April -2014	Vacant/AG-50 Parcels	Weslaco, TX.	Hidalgo Co.	Hidalgo co.
2	June -2014	Commercial -9 Parcels	Brownsville, TX.	Consultant -ROW	City of Brownsville
3	Aug.-2014	Comm./ind/-28 Parcels	Laredo, TX.	TxDOT	TxDOT
4	Sept- 2014	Commercial-15 Parcels	Roma, Tx.	Consultant -ROW	City of Roma
5	Nov.- 2014	Commercial -25 Parcels	Rio Grande City, TX.	TxDOT	TxDOT
6	Nov.-2014	SFR/ Comm.- 5 Parcels	Donna, TX.	Consultant ROW	TxDOT
7	Dec.-2014	Ag/Vacant-9 Parcels	Edinburg, TX.	Consultant-ROW	City of Edinburg
8	Dec-2015	Res-1-4/ Vac- 63 Parcels	Hidalgo County	Consultant-ROW	Hidalgo County
9	Dec.-2015	Res-1-4/ Vac. 76 Parcels	Mission, TX.	Consultant-ROW	City of Mission
10	Dec.-2015	Commercial-3 Parcels	Corpus Christi, TX.	TxDOT.	TxDOT
11	Jan.-2016	Commercial -1 Parcel	Three Rivers, TX.	TxDOT	TxDOT
12	Mar.-2016	Commercial -29 Parcels	Brownsville, TX.	TxDOT	TxDOT
13	July-2016	SFR/Ag/- 60 Parcels	McAllen, TX.	TxDOT	TxDOT
14	Sept-2016	Commercial-3 Parcels	Hidalgo County, TX.	TxDOT	TxDOT
15	Oct-2016	Commercial- 6 Parcels	Pharr, TX.	City of Pharr	City of Pharr
16	Mar-2017	Commercial -5 Parcels	Ingleside, TX.	TxDOT -	TxDOT
17	Mar-2017	SFR/Comm-363 Parcels	Hidalgo Count, TX.	HCRMA	HCRMA
18	Nov.-2017	Temp Ease. 37 Parcels	McAllen, TX.	Consultant ROW	Hidalgo County
19	Nov.2017	Commercial -3 Parcels	Brownsville, TX.	Consultant ROW	TxDOT
20	Nov. 2017	Ag/Vacant/-18 Parcels	Premont, TX.	TxDOT	TxDOT
21	Feb. 2018	Temp. Ease-24 Parcels	Brownsville, TX.	Consultant ROW	TxDOT
22	April-2018	Vacant/Comm.-5 Parcels	Raymondville, TX.	TxDOT	TxDOT
23	May 2018	SFR/ Comm.-47 Parcels	Mission, TX.	Consultant ROW	City of Mission
24	July 2018	Commercial- 8 Parcels	McAllen, TX.	Consultant ROW	TxDOT
25	Sept. 2018	SFR/ Comm-31 Parcels	Mission, TX.	Consultant ROW	City of Mission
26	Sept. 2018	SFR/ Comm-32 Parcels	Weslaco, TX.	Consultant ROW	Hidalgo County
	No. of Total Appraisals	955 Total Appraisal Reviews			

**RESUME**  
**HARVEY L. HEERSSEN**  
**CERTIFIED GENERAL APPRAISER**  
**NO. TX – 1327190-G**  
**FEBRUARY 1, 2019**

**Objective** – To provide quality appraisal reviews on highway/street/road/airport & drainage right of way projects in a timely manner to meet client deadlines and schedules.

**Accomplishments** – I have accomplished approximately 3,500 appraisal reviews on TxDOT/County/Airport/Drainage & Railroad Right of Way Projects within the last fifteen (15) years in the Pharr, Corpus Christi, and Laredo Districts. Below is a partial list of past projects. I am on TxDOT's list of state approved fee appraisers, pre-certified by TxDOT, and under contract with TxDOT by Right of Way Professional Real Estate Appraisal Services Contract dated November 30, 2018 effective on January 1, 2019 and expires on December 31, 2020- (PREAS CONTRACT) Below is a partial list of projects.

- IH 2@ US 83/US 281 Interchange-RCSJ 0038-17-187
- US 281 Premont Bypass-RCSJ 0255-02-054
- Liberty Road-Section 1-RCSJ 0921-I-02-372
- Inspiration Road, RCSJ 0921-02-306,
- 10th Street Project, RCSJ 0921-02-308
- HCRMA- Hidalgo County, Hidalgo County Loop, US 281, SH 365, Segments 1, 2 & 4
- Loop 20, Webb County, RCSJ 0086-14-056,
- US 83 at Harlingen South Parallel Corridor
- FM 1925- RCSJ 1803-02-033
- FM 755- RCSJ 1103-04-035
- US 83- Arroyo Roma Outfall-RCSJ 0038-07-063
- FM 803-RCSJ 1138-02-016

**Current /Past Clients:**

**2000 – 2019 (Present)** - Contract Review Appraiser for Hidalgo County Regional Mobility Authority (HCRMA) , L & G Engineering in Mission, Texas, Texas Department of Transportation (TxDOT) Pharr District, Cameron County, Texas,

**2000 – 2003** - St. Louis Missouri - Contract Review Appraiser for O. R. Colan and Associates, Cities of Creve Coeur and Washington, Mo. and for Przada Appraisal Services.

**Work Experience:**

**1992 - 1999** – Right of Way Chief Staff Appraiser for Texas Department of Transportation (TxDOT) in Pharr, Texas. I retired from TxDOT on 12-31-99 with 31 years of service.

**1991 – 1992** – Staff Appraiser for Hugins-Groover Real Estate in Wharton, Texas

**1990** – Staff Appraiser for Val Hotz Realty in Victoria, Texas

**1967-1971 &**

**1973- 1990-** Right of Way Staff Appraiser and first line manager for Texas Department of Transportation (TxDOT) in Yoakum, Texas

**1971-1972-** Texas Pipe Line Co., division of Texaco, Inc., Right of Way Agent purchasing pipe line easements and settling damage claims.

## **EDUCATION/CERTIFICATIONS**

Texas A & I University, Kingsville, Texas (Now Texas A & M University, Kingsville)  
Bachelor of Science Degree in Secondary Education, 1967

Certified General Real Estate Appraiser, State of Texas, to October, 31, 2020 Certificate  
No. TX- 1327190-G

Certified General Real Estate Appraiser, State of Missouri to June 30, 2020, Certificate  
No. 2001005009

Real Estate Salesman License, State of Texas to September 30, 2020, License No.  
0410917-3

Approved Fee Appraiser on states of Texas (TxDOT) and Missouri (MoDOT) lists of  
approved fee appraisers.

## **SKILLS:**

Thorough knowledge of the **UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP)** and the appraisal of partial takings and remaining properties before and after the taking.

Considerable management expertise having been in a management role for approximately 25 years with TxDOT.

Possess extensive writing skills as I served as a technical writer for Consultant Parsons/Brinckerhoff helping to rewrite TxDOT's right of way and utility manuals from 2,000 to 2,001.

Thorough knowledge of Utility Accommodation Policy (UAP) and Title 49, C.F.R., Parts 192 and 195

Completed a multitude of reimbursable utility adjustments and relocations during 31 year tenure with TxDOT.

You may wish to laminate the pocket identification card to preserve it.

HARVEY L HEERSSEN  
6107 ABERTON FOREST DR  
HOUSTON, TX 77084

The person named on the reverse is licensed by the Texas Appraiser Licensing and Certification Board.

Inquiry as to the status of this license may be made to:

Texas Appraiser Licensing and Certification Board  
P.O. Box 12188  
Austin, Tx 78711-2188  
www.talcb.texas.gov  
(512) 936-3001  
Fax:(512) 936-3899

**Texas Appraiser Licensing and Certification Board**  
P.O. Box 12188 Austin, Texas 78711-2188

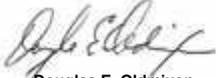
**Certified General Real Estate Appraiser**

Number#: **TX 1327190 G**

Issued: **09/14/2018** Expires: **10/31/2020**

Appraiser: **HARVEY L HEERSSEN**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

  
Douglas E. Oldmixon  
Commissioner

**Texas Appraiser Licensing and Certification Board**

P.O. Box 12188 Austin, Texas 78711-2188

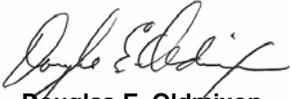
**Certified General Real Estate Appraiser**

Number: **TX 1327190 G**

Issued: **09/14/2018** Expires: **10/31/2020**

Appraiser: **HARVEY L HEERSSEN**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

  
Douglas E. Oldmixon  
Commissioner





**Hidalgo County Regional Mobility Authority**  
**Request for Statement of Qualifications for**  
**Review Appraisal Services – 2019-02**

**(III.) Proposal Requirements**

Each SOQ must address, but is not be limited to, the following issues:

1. Firm name, including the addresses of all firm offices identifying in which office the work will be performed.

Southmost Realty, Appraisals and Court Expert Witness  
602 E. Grimes Street  
Harlingen, TX 78550

2. Name, position, phone and fax numbers of contact person.

Adelaido (Lalo) Gonzales - Owner  
Office phone – (956) 412-1357 Mobile: (956) 602-6432  
Email: [All@SouthmostAppraisals.com](mailto:All@SouthmostAppraisals.com) Fax: (956) 412-1955

3. Names of principals in the firm; years firm has been in business.

Adelaido Gonzales – has been in the Real Estate Industry for over forty (40) years  
Reynaldo Gonzalez (no relation to the above) – been with company for approximately 26 years and manages the company.

4. Number of staff by discipline in the office that will be working on project, copies of their resumes and appointed project manager for proposed projects.

David Villarreal – State Certified Appraiser – resume attached  
Antonio Simon Palacios – State Certified Appraiser - resume attached

5. List at least three related TxDOT projects with dates, number of parcels appraised, final appraisal cost and names, addresses and phone numbers of representatives of these TxDOT projects who can be contacted as references.

**Response:** I have done **review** assignments in federal projects in Starr County (City of Roma – RFQ Project - Appraisal Services, GLO Contract # 12-603-000-6956).

**Response:** I have been engaged in appraisal related assignments on the following projects where TxDOT was the party on the opposite side. In other words, I was preparing appraisals for attorney representing the owners of the below mentioned properties:

ROW CSJ: 209401-044  
County: Hidalgo  
From: 0.23 Mile North to Auburn Avenue (5 Mile Road) to FM 1924 (Buddy Owens Boulevard), McAllen, Texas

ROW CSJ: 0038-04-063

**Hidalgo County Regional Mobility Authority**  
**Request for Statement of Qualifications for**  
**Review Appraisal Services – 2019-02**

County: Zapata  
From: U.S. Highway 83 (W/S), at the Intersection of Iowa Street (NWC), Zapata, Texas

ROW CJS: 0039-08-103  
County: Cameron  
From: 0.35 Mi. North of Old Alice / Stillman Road, to 0.4 Mi. South of Merryman Road

6. Current workload of the staff and engineering office that would be responsible for the project(s).

**Response:** our current workload is manageable and are able to take on this type of assignment.

7. Names, disciplines and resume of sub-consultants (if any) proposed for the project.

**Response:** David Villarreal – State Certified Appraiser – resume attached  
Antonio Simon Palacios – State Certified Appraiser - resume attached

Note: Above are two appraisers that are part of the team that has participated in other projects and could participate in this project should I be engaged.

8. Disadvantaged Business Enterprise (DBE) and Affirmative Action status of firm and sub-consultants.

**Response:** I am a minority owned business but have not completed my paperwork to obtain or update this designation again. I did have a HUB designation many years ago but have not, to reiterate, updated and renewed that status. However, my ethnicity and minority status has not changed.

9. Listing of all pending litigation against or involving the firm or its agents or employees with respect to any work performed.

**Response:** I am not aware of any pending litigation against me or any of my employees.

10. Amount of professional liability insurance coverage carried by your firm.

Name and phone number of person to contact at the bank where the firm does Business.

- a) **Response:** The details on my Errors and Omissions Policy is as follows:

General Star National Insurance Company  
P.O. Box 10360  
Stamford, CT 06904  
Policy No. NJA360603  
Expiration Date: 09/28/2019  
Each Claim: \$1,000,000  
Aggregate: \$2,000,000

- b) **Response:** The details on my Business Insurance is as follows:

Tito Resendez, Agent  
State Farm Insurance  
922 E. Harrison Avenue

**Hidalgo County Regional Mobility Authority**  
**Request for Statement of Qualifications for**  
**Review Appraisal Services – 2019-02**

Harlingen, TX 78550  
(956) 423-8486  
Commercial General Liability  
Policy No.: 90-C5-F103-8  
Expiration Date: 01/05/2020  
Each Occurrence: \$1,000,000  
Damages to Rented Premises: \$300,000  
Personal & Adv. Injury: \$1,000,000  
General Aggregate: \$2,000,000  
Products-Comp/Op Agg.: \$2,000,000

11. Any other items, which the consultant deems necessary.
- a) **Response:** The details on my Automobile Liability Insurance is as follows:  
Tito Resendez, Agent  
State Farm Insurance  
922 E. Harrison Avenue  
Harlingen, TX 78550  
(956) 423-8486  
Automobile Liability  
Policy No.: 334 6361-A06-53A  
Expiration Date: 07/06/2019  
Bodily Injury (per person): \$1,000,000  
Bodily Injury (per accident): \$1,000,000  
Property Damage (per accident): \$1,000,000

**(V.) Evaluation Criteria**

The following criteria and rating points (100 points maximum) will generally be used to evaluate the SOQ:

1. Recent experience with TxDOT projects comparable to the review appraisal work proposed. (0-10 Points)  
**Response:** I have been involved in several appraisals that involve TxDOT.
2. Capability to perform all or most aspects of the review appraisal. (0-10 Points)  
**Response:** I have done review appraisals on different types of properties including review appraisals on projects involving the governmental taking of properties.
3. Reputation for personnel and professional integrity and competence. (0-10 Points)  
**Response:** I have been in the real estate industry both as a licensed real estate broker and/or State Certified General Appraiser for the past forty (40) years and have spotless license records.
4. Evidence that the consultant has established and implemented an Affirmative Action Program and/or is certified as a DBE (DBE goal is for this project is 12%). (0-5 Points)

**Hidalgo County Regional Mobility Authority**  
**Request for Statement of Qualifications for**  
**Review Appraisal Services – 2019-02**

**Response:** I used to have a HUB designation many years ago but did not renew this designation. I am in the process of getting that designation back but that does not change the fact that I am a minority owned business. For the record, I and all my staff and associates are Hispanic.

5. Key personnel’s professional background, caliber and availability for the proposed work. (0-10 Points)

**Response:** David Villarreal – State Certified Appraiser – resume attached  
Antonio Simon Palacios – State Certified Appraiser - resume attached

Note: above are two appraisers that are part of the team that has participated in other projects and could participate in this project should I be engaged.

6. Current workload. (0-5 Points)

**Response:** I have a manageable workload now. In general, I make every effort to maintain a steady workload but am careful not to overload myself and my staff.

7. Recent experience in special areas associated with the project such as State or Federal review appraisals (if applicable) (0-5 Points)

**Response:** I have done **review** assignments in federal projects in Starr County (City of Roma – RFQ Project - Appraisal Services, GLO Contract # 12-603-000-6956).

**Response:** I have been engaged in appraisal related assignments on the following projects where TxDOT was the party on the opposite side. In other words, I was preparing appraisals for attorney representing the owners of the below mentioned properties:

ROW CSJ: 209401-044  
County: Hidalgo  
From: 0.23 Mile North to Auburn Avenue (5 Mile Road) to FM 1924 (Buddy Owens Boulevard), McAllen, Texas

ROW CSJ: 0038-04-063  
County: Zapata  
From: U.S. Highway 83 (W/S), at the Intersection of Iowa Street (NWC), Zapata, Texas

ROW CJS: 0039-08-103  
County: Cameron  
From: 0.35 Mi. North of Old Alice / Stillman Road, to 0.4 Mi. South of Merryman Road

8. Demonstrate ability to meet schedules or deadlines. (0-10 Points)

**Response:** Appraiser has demonstrated the ability to meet schedules and deadlines. These assignments involve numerous clients. Appraiser is willing to provide a list of these clients if it becomes necessary.

**Response:** I have met the deadlines on governmental and nongovernmental assignments.

**Hidalgo County Regional Mobility Authority**  
**Request for Statement of Qualifications for**  
**Review Appraisal Services – 2019-02**

9. Capability to complete work without having major cost escalations or overruns. (0-5 Points)

**Response:** I have completed all my assignments and have never increased my fees once I have been retained.

10. Qualifications and experience of consultants regularly engaged by consultants under consideration. (0-5 Points)

**Response:** appraiser is attaching his vitae and those of his associates/consultants shown below:

11. Quality of work previously undertaken. (0-5 Points)

**Response:** as stated before, appraiser has a spotless record both on with the Texas Appraisal and Licensing Board and the Texas Real Estate Commission that provide both appraiser's certification and license respectively. Appraiser had done numerous assignments including for potential purchasing of properties by governmental officials.

12. Familiarity with the proximity of the geographical location of the project. (0-5 Points)

**Response:** appraiser is familiar with the proximity of the geographical location of the project given the many years appraiser has done valuation work in the Hidalgo County market.

13. Knowledge of federal, state and local regulations, policies and procedures. (0-5 Points)

**Response:** appraiser has the sufficient knowledge of federal, state and local regulations, policies and procedures given the assignments done for municipalities and the numerous assignments where state government and/or municipal entities were involved. Appraiser also has done numerous eminent domain appraisals that involve the aforementioned entities.

14. Capability of a branch office which will do the work to perform independently of the home office, or conversely, its capability to obtain necessary support from the home office. (0-5 Points)

**Response:** appraiser does not rely on a branch office. The main office has operated in Hidalgo County successfully for over forty (40) years.

15. Degree of interest shown in undertaking the work. (0-5 Points)

**Response:** The fact I am responding by answering these questions and the fact that I am applying I would hope indicates prima facia that I have a sincere interest in this project assignment.

Appraiser also has done numerous eminent domain appraisals that involve the aforementioned entities.

**Prima facia legal definition of Prima facia - Legal Dictionary**  
[www.legal-dictionary.thefreedictionary.com/Prima+facia](http://www.legal-dictionary.thefreedictionary.com/Prima+facia)

**Hidalgo County Regional Mobility Authority**  
**Request for Statement of Qualifications for**  
**Review Appraisal Services – 2019-02**

Prima Facie [Latin, On the first appearance.] A fact presumed to be true unless it is disproved. In common parlance the term prima facie is used to describe the apparent nature of something upon initial observation.

## CAPABILITY PROFILE

**Adelaido Gonzales, MBA**  
**Southmost Realty, Appraisals, & Court Expert Witness**  
Texas State Certified General Appraiser #TX-1325670-G  
Texas State Real Estate Broker #0187190  
NAICS No. 531320 and 531390

### **SOUTHMOST REALTY, APPRAISALS & COURT EXPERT WITNESS**

**REALTOR / STATE CERTIFIED APPRAISER / COURT EXPERT WITNESS**



**ADELAIDO "LALO" GONZALES, MBA**

**VALLEYWIDE - LAREDO  
SAN ANTONIO**

**Main Office: (956) 412-1357**

**Fax: (956) 412-1955**

**San Antonio (210) 322-0297**

**Email: USAexpert@yahoo.com**

**[www.SouthmostAppraisalsExpertWitness.com](http://www.SouthmostAppraisalsExpertWitness.com)**

**602 E. Grimes Ave Harlingen, TX 78550 (Main Office)**

**12222 Vance Jackson, Apt 1235, San Antonio, TX 78230**

Southmost Realty, Appraisals, & Consultants: For any real estate related matters such as certified appraisals, purchase decisions, selling, litigation issues, divorce value disputes. etc. We deal with residential, commercial, and/or general real estate consulting services. (956) 412-1357 or (210) 322-0297 Adelaido Lalo Gonzales, MBA

## Education

### INSTITUTION

### TYPE OF DEGREE

San Benito High School

High school diploma

Texas A & M University College Station

Two-year study-business

University of Texas Austin

Bachelor's in Business  
Administration (BBA; Finance)

Texas Southmost College	Associates degree in Real Estate
Texas Southmost College	90% - Associate Degree in Construction
University of Texas Austin	Master's in Business Administration (Class of 1990-MBA Graduate)

*Associations (Past and Present)*

Alpha Kappa Psi Fraternity  
 Society for the Advancement of Management  
 International Prison Fellowship

*Professional Organizations*

MAI Candidate at the Appraisal Institute – (not currently a candidate)  
 Texas Real Estate Association of Realtors  
 National Real Estate Association  
 National Board of Realtors  
 Multiple Listing Service (MLS) – Several Counties  
 National Association of Master Appraisers, Member

*License / Certifications (Current)*

\*State **Certified General** Real Estate Appraiser #TX - 1325670 - G  
 Texas Licensed Real Estate **Broker** #187190

**\*Note:** Certified General Appraisers can perform both residential and commercial properties with no value restrictions.

*Licenses (Previous)*

Notary Public -- State of Texas  
 Texas Insurance Group License

## Foreign Language Fluency

Read, write, and understand Spanish and Tex-Mex lingo

## Municipalities in which Real Estate Assignments have been performed for:

City of Harlingen / condemnation proceedings  
City of Los Fresnos  
City of Rio Hondo  
City of San Benito / condemnation proceedings  
City of Combes / condemnation proceedings  
City of McAllen  
City of Mercedes  
City of Roma / condemnation proceedings  
City of Cotulla / condemnation proceedings

## School Districts in which Real Estate Assignments have been performed for:

Harlingen C.I.S.D  
Hidalgo C.I.S.D  
San Benito C.I.S.D  
Progreso C.I.S.D

## Government and Quasi-Government Registrations / Approvals

Adjutant General's Department - Texas Army National Guard  
Fannie Mae Mortgage Screen Entry Approved  
Federal Housing Administration - Fee Appraiser Panel / CHUMS #1337  
Freddie Mac Mortgage Screen Entry Approved  
U. S. Federal Registry  
U.S. Department of Housing and Urban Development  
U.S. Department of Justice  
U.S. Marshals  
U.S. Social Security Administration  
Texas Commission on Environmental Quality (EPA)  
Texas Veterans / General Land Board - Fee Panel Appraiser

*Attorneys/Courts in which Real Estate Assignments have  
been performed for:*

Edward (Ed) Stapleton  
**Stapleton & Stapleton**  
2401 Wild Flower Dr.  
Brownsville, TX 78521  
**Phone:** 956-504-0882

Betsy J. Johnson  
**Davison, Troilo, Ream & Garza**  
919 Congress Ave., Suite 810  
Austin, TX 78701  
**Phone:** 512-469-6006

Randell W. Friebele  
**Law Office of Randell W. Friebele**  
1212 E Harrison Ave  
Harlingen, TX 78550  
**Phone:** (956) 428-0202

Tom Fleming  
**Fleming & Mathews, PC**  
1650 Paredes Line Road, Suite 102  
Brownsville, TX 78521  
**Phone:** (956) 982-4404

William L. Pope  
**Adams & Graham, L.L.P.**  
134 East Van Buren, Suite 301  
Harlingen, TX 78550  
**Phone:** (956) 428-7495

W. Michael Fisher  
**Roerig Oliveira & Fisher L.L.P.**  
855 W Price Rd # 9  
Brownsville, TX 78520-8718  
**Phone:** (956) 542-5666

Randall P. Crane  
**Law office of Randall P. Crane**  
201 S Sam Houston Blvd.  
San Benito, TX 78586-3866  
**Phone:** (956) 399-2496

Jose Cano

William (Bill) Gault  
**Gault, Mye & Quintana**  
1325 PaLm Blvd.  
Brownsville, TX 78520  
**Phone:** (956) 544-7110

David Mathews, Attorney at Law  
**Mathews & Willis, P.C.**  
1650 Paredes Line Road, Suite 102  
Brownsville, TX 78521  
**Phone:** 956-982-4404

Amber M. Rodriguez  
**Davis Law firm**  
320 W Tyler Ave  
Harlingen, TX 78550  
**Phone:** (956) 425-0934

Nemecio Lopez  
**Office of Nemecio E. Lopez, Jr.**  
1314 East Harrison Avenue  
Harlingen, TX 78550-7130  
**Phone:** (956) 425-9554

Michael Ray (Mike) Ezell  
**Law office of Michael R. Ezell**  
312 East Van Buren Street  
Harlingen, TX 78550  
**Phone:** 956-425-2000

Ben Guerra  
**Ben Guerra Law Office, PLLC**  
902 E. Tyler Ave.  
Harlingen, TX 78550  
**Phone:** (956) 428-0300

**Atlas & Hall, L.L.P.**

818 Pecan Boulevard  
McAllen, Texas 78501  
**Phone:** (956) 682-5501

TJ Wingate

**Wingate Law Office**

7000 N. 10th Street, Suite C-5  
McAllen, TX 78504  
(956) 682-0100

Sandra (Guajardo) Falcon

**Wingate Law Office**

7000 N. 10th Street, Suite C-5  
McAllen, TX 78504  
(956) 682-0100

Raul A. Guajardo

**Office Raul A. Guajardo, P.L.L.C.**

706 East University Dr.  
Edinburg, TX 78539  
Phone: (956) 318-3200

Hugo Xavier De Los Santos, CPA

**Office of Hugo Xavier De Los Santos**

900 Vance Jackson Rd.  
San Antonio, TX 78201  
**Phone:** (210) 236-4227

Albert Garcia

**Law Office of Albert Garcia**

422 East Harrison Ave.  
Harlingen, TX 78550  
**Phone:** (956) 425-4171

Arturo Herrera Saenz

**Office of Arturo Herrera Saenz**

1314 E Harrison Ave.  
Harlingen, TX 78550  
**Phone:** (956) 423-0255

Brian G. Janice, P.C.

**Law Office of Brian G. Janice, P.C.**

777 E. Harrison Street, 2nd Floor  
Brownsville, TX 78520  
**Phone:** (956) 541-2168

Richard A. Cantu, P.C.

**Office of Richard A. Cantu, P.C.**

5307 North McColl Road  
McAllen, Texas 78502  
**Phone:** (956) 630-6330

Christopher Phillipe  
**Law Office of Phillipe & Associates**  
248 Billy Mitchell Boulevard  
Brownsville, Texas 78521  
**Phone:** (956) 544-6096

Omar Maldonado  
**Law Office of E. Omar Maldonado**  
4308 North McColl Road  
McAllen, Texas 78504  
**Phone:** (956) 668-7114

Maria Estella Perez  
**Law Office of Maria Estella Perez**  
2826 Pine Valley Drive  
Harlingen, Texas 78550  
**Phone:** (956) 423-8577

Ronald W. (Ron) Armstrong  
**The Armstrong Firm**  
2600 Old Alice Road  
Brownsville, Texas 78521  
**Phone:** (956) 546-5556

Ronald Armstrong II  
**The Armstrong Firm**  
2600 Old Alice Road  
Brownsville, Texas 78521  
**Phone:** (956) 546-5556

John Ventura  
**Law Office of John Ventura**  
62 E Price Road  
Brownsville, TX 78521  
**Phone:** (956) 542-1478

Gabriela Garcia  
**Law Office of Gabriela Garcia**  
1135 East 12<sup>th</sup> Street  
Brownsville, TX 78520  
**Phone:** (956) 542-1600

Daniel Robles  
**Robles Law Firm**  
418 W Tyler Avenue

Harlingen, Texas 78550  
**Phone:** (956) 425-8683

David W. Showalter  
**Showalter Law Firm**  
1117 FM 359, Suite 200  
Richmond, Texas 77406  
**Phone:** (281) 341-5577

Richard R. Rodriguez  
**Attorney at Law**  
1117 E Harrison Avenue  
Harlingen, Texas 78550  
**Phone:** (956) 425-4992

John L. Carrington  
**John L. Carrington Law Office**  
1113 E Harrison Avenue  
Harlingen, Texas 78550  
**Phone:** (956) 425-5142

Arthur (Gene) E. McCullough  
**McCullough & McCullough**  
323 E Jackson Street  
Harlingen, TX 78550  
**Phone:** (956) 320-1320

Rogelio (Roy) Valdez  
**Chief Justice – Texas 13th Court of Appeals**  
100 East Cano Street  
Edinburg, Texas 78539  
**Phone:** (956) 318-2405

Richard Valdez  
**Valdez Law Office**  
316 W Tyler  
Harlingen, Texas 78550  
**Phone:** (956) 425-5775

Rafael Garcia Jr.  
**Thornton, Biechlin, Segrato, Reynolds & Guerra, L.C.**  
418 East Dove  
McAllen, TX 78504  
**Phone:** (956) 451-1616

Honorable Migdalia Lopez  
**197 District Court – Cameron/Willacy County**  
974 E Harrison St.  
Brownsville, TX 78520

**Phone:** (956) 574-8150

Guillermo (Willy) Vega Jr.

**Law Office of Guillermo Vega Jr.**

302 Kings Highway, Suite 105

Brownsville, TX 78521

**Phone:** (956) 546-5573

Curtis Bonner

**Bonner & Bonner Law Office**

103 S 3<sup>rd</sup> St.

Harlingen, TX 78550

**Phone:** (956) 423-9152

Gabriela Garcia

**Gabriela Garcia Attorney at Law**

1136 E 12<sup>th</sup> St.

Brownsville, TX 78520

**Phone:** (956) 542-1600

*Accountants / CPA's for which Real Estate Assignments  
have been performed for:*

Arturo Palacios

**A Palacios Management Consultants**

6901 N Cynthia St

McAllen, TX 78504

**Phone:** (956) 664-0073

Fred Garza

**STMS Income Tax**

402 East Harrison Avenue Suite B

Harlingen, TX 78550

**Phone:** (956) 428-6945

*RECENT SEMINARS / TRAINING ATTENDED*

DECEMBER 2, 1992

MCE Keeping Current with Texas Real Estate, 15 hours

MAY 22 – 29, 1994

Week long Executive Seminars at Barton Creek Executive Conference Center by University of Texas at Austin - MBA Executive Program - Multitude of speakers on subjects such as: International Trade and Impact of Land Valuations; Finance; Databases; Negotiation Skills; N.A.F.T.A. (North American Free Trade Agreement)

AUGUST 3, 1994

U. S. Department of Housing and Urban Development Workshop in San Antonio, Texas

SEPTEMBER 21, 1994

Uniform Standards of Professional Appraisal Practice 'Update' in San Antonio, Texas by Mr. Hoachim, Executive Director of National Association of Master Appraisers

1994

VA Seminar by William d. Newton, Chief of Construction and Valuation of VA Loan Underwriting and Appraisers

East Texas Baptist University; Appraisal Standards and Ethics

MCE Keeping Current with Texas Real Estate 1993, 15 hours

1995

American College of Real Estate; 30 hours training update on appraising course #0221 in San Antonio, Texas and approved by Texas Real Estate Commission.

1996

FHA Seminar in Harlingen, Texas; FHA Appraisals & Single-Family Valuations; FHA, San Antonio Office; Speakers: David Skurka & Celia Kiger

Appraisal - Residential, 30 hours

1997

U. S. Department of Housing and Urban Development - FHA Seminar (multitude of subjects) - Finance, Appraising, etc.

Investment I, 30 hours

1999

Appraisal - Commercial

30 hours

2001

National Uniform Standards of Professional Appraisal

15 hours

Lincoln Graduate Center, National Association of Master Appraisers National USPAP Course

Appraisal Institute - Residential Property Construction and Inspection

Appraisal Institute - Internet Search Strategies for R.E. Appraiser

2003

Computaught National USPAP

14 hours

Environmental Issues in Your Real Estate Practice

6 hours

Red Flags Inspection Guide

6 hours

Property Management and Managing Risk

6 hours

2004

USPAP Course with Exam

15 hours

2005

Farm & Land Appraisal

15 hours

2008

Keeping Current with Texas Real Estate

Legal Update and Ethics Course

2009

USPAP Course Update	7 hours
FHA & VA Appraisal Basics	7 hours
Mortgage Fraud: A Dangerous Business	7 hours
Income Approach: An Overview	7 hours

2011

Texas Ethics MCE 2010	3 hours
Texas MCE Legal 2010	3 hours
Texas Statutory Contacts	9 hours
Private Appraisal Assignments	7 hours
The Cost Approach	7 hours
The Dirty Dozen	3 hours
REO and Foreclosures	5 hours
2010-2011 National USPAP update equivalent	7 hours

2013

2012-2013 National USPAP Update Course	7 hours
Appraising FHA Today	7 hours
Risky Business: Ways to Minimize Your Liability (with Audio and Video)	5 hours
Residential Appraisal Review	7 hours
Essential Elements of Disclosures and Disclaimers	5 hours

2014

MCE Legal Update	3 hours
MCE Ethics	3 hours
MCE Broker Responsibility	6 hours
National Marketing, Negotiations and Closing the Sale	3 hours

2015

2014-2015 National USPAP Update Course	7 hours
Essential Elements of Disclosures and Disclaimers	5 hours
Land and Site Valuation	7 hours
The NEW FHA Handbook 4000.1	7 hours
Managing Appraiser Liability	6 hours

2016

The Ethics of Technology for the Age of Engage	4 hours
Broker Responsibility	6 hours
TREC Legal Update 1	4 hours
TREC Legal Update 2	6 hours

2017

Introduction to Expert Witness Testimony for Appraisers	4 hours
A Review of Disciplinary Cases	3 hours
2016-2017 – 7 Hour National USPAP Update Course	7 hours
Supporting You Adjustments: Methods for Residential	3 hours
Residential Property Inspection for Appraisers	7 hours
Fannie Mae Appraisal guidelines: Debunking the Myths	4 hours

2018

Deceptive Advertising! Not Me, I Don't Think?	4 hours
Broker Responsibility Course	6 hours
Legal Update I	4 hours
Legal Update II	4 hours

*EXPERIENCE REFERENCES*

**Nemecio Lopez**

Attorney at Law  
1314 East Harrison Ave.  
Harlingen, TX 78550  
(956) 425-9554

**Raul A. Guajardo**

Attorney at Law  
706 E University Dr.  
Edinburg, TX 78539  
(956) 686-1977 Office

**John M. Garcia**

Lead Real Estate Agent  
AEP Texas  
539 North Carancahua  
Corpus Christi, TX 78401  
(361) 881-5849 Office

*PERSONAL & PROFESSIONAL REFERENCES*

RioPlex Appraisals

**Ian Martinez, Appraiser**

Appraisal Firm  
1314 Ridgewood Circle  
Pharr, TX 78577  
(956) 463-2097

197 District Court – District Court Judge  
**Honorable Migdalia Lopez**  
 574 East Harrison  
 Brownsville, TX 78520  
 (956) 574-8150

Juan Angel Guerra, Formal District Attorney (Previous)  
 Willacy County District Attorney  
**Marte Guillen**  
 Assistant District Attorney  
 546 W. Hidalgo  
 Raymondville, TX 78580  
 (956) 778-9768

AREA OF APPRAISAL ACTIVITY

**ALL CITIES WITHIN  
 THE FOLLOWING  
 COUNTIES:**

**DATA RESOURCES:**

Cameron County	builders, realtors, appraisers, MLS	contractors,	mortgage	investors,
Hidalgo County	builders, realtors, appraisers, MLS	contractors,	mortgage	investors,
Willacy County	builders, realtors, appraisers,	contractors,	mortgage	investors,
Starr County	builders, realtors, appraisers,	contractors,	mortgage	investors,
Bexar County	builders, realtors, appraisers, MLS	contractors,	mortgage	investors,
Webb County	builders, realtors, appraisers, MLS	contractors,	mortgage	investors,
Zapata County	builders, realtors, appraisers,	contractors,	mortgage	investors,

ADDITIONAL INFORMATION REGARDING THE EXPERIENCE  
 OF APPLICANT

This appraiser has been familiar with the area moreover; this appraiser has been involved full time in the real estate business for many years. This familiarity and real estate experience are factored into this report. This familiarity and real estate experience is a competitive advantage. additional sources to our extensive database consist of "review appraisals" that we do, as well as several non-MLS real estate agents that our office has been involved in, all options (radius, time-frame, sources, etc) will be considered in the search for comparable sales. Additionally, appraiser has an alliance of cooperating appraisers that assist in providing additional information on non-published sales in addition to sharing professional knowledge and research. This enhances the work product of appraiser when additional data and collaboration is appropriate.

[www.SouthmostAppraisalsExpertWitness.com](http://www.SouthmostAppraisalsExpertWitness.com)  
**SOME EXAMPLES OF SERVICES**

- APARTMENTS
- APPRAISALS FOR BANKRUPTCY
- BUYER ASSISTANCE SERVICES
- COMMERCIAL / RESIDENTIAL APPRAISALS
- CONVENTIONAL LOAN APPRAISALS
- DEFICIENCY JUDGMENTS
- EMINENT DOMAIN / EASEMENT TAKING
- VALUATION FOR FINANCIAL REPORTING
- DIVORCE PURPOSE VALUATIONS & CONSULTING
- RETROSPECTIVE ESTATE
- FORECLOSED PROPERTIES
- SALES OF FORECLOSURE
- FHA APPRAISALS
- INCOME PRODUCING PROPERTIES
- MEDIATION / ARBITRATION
- PROPERTY TAX PROTESTS

**SPECIALIZING IN COURT EXPERT WITNESS LI  
CONSULTING FOR ATTORNEYS, ACCOUNTANTS & INDIVIDUALS**

*Member of the following Appraisal Management  
Company (AMC) Panel(s)*

DataQuick Lending Solutions Inc.  
**TX License No.** 2000006

AMC Links LLC.  
**TX License No.** 2000037

Solidifi US Inc.  
**TX License No.** 2000060

Xome Valuation Services, LLC  
**TX License No.** 2000086

InHouse Inc.  
**TX License No.** 2000141

Nations Valuation Services Inc.  
**TX License No.** 2000063

ACT Appraisal Inc.  
**TX License No.** 2000031

Amrock Inc.  
**TX License No.** 2000034

Xome Settlement Services, LLC  
**TX License No.** 2000134

Old Republic Diversified Services  
**TX License No.** 2000033

Nationwide Appraisal Network LLC.  
**TX License No.** 2000065

First Valuation Services LLC.  
**TX License No.** 2000185

Murcor Inc.  
**TX License No.** 2000021

Tennessee Appraisal Management Co. LLC.  
**TX License No.** 2000122

Epic Real Estate Solutions Inc.

**TX License No.** 2000061

Appraisals 2 U LLC.

**TX License No.** 2000081

Real Estate Valuation Partners LLC.

**TX License No.** 2000028

Axios Valuation Solutions LLC.

**TX License No.** 2000119

Tulips Appraisal Management Inc.

**TX License No.** 2000118

Epic Appraisal Solutions Inc.

**TX License No.** 2000205

Class Appraisals

**TX License No.** 2000039

MyAmc, LLC

**TX License No.** 2000076

Priority Services, Inc.

**TX License No.** 2000231

Frisco Lender Services, LLC.

**TX License No.** 200051

SWBC Lending Solutions, LLC

**TX License No.** 200210

Apex Appraisal Service, LLC

**TX License No.** 200232

Nationwide Property & Appraisal Services, LLC

**TX License No.** 200004

Managed Appraisal service, Inc.

**TX License No.** 200245

Valuation Connect, LLC

**TX License No.** 200058

*Approved by a Multitude of Financial Investors such as  
(but not limited to):*

Coley Mortgage  
Aames Funding Corporation  
ABC Management  
Absolute Mortgage  
Advanced Collateral Solutions  
Advantage Investors Mortgage  
AmeriNetAim/Invision Mortgage  
Alamo Bank of Texas  
Alliance Appraisal Management  
Allied Home Mortgage Capital  
Americas Moneyline Inc.  
American General Financial  
American Home Loans  
American Mortgage  
Ameriquest Mortgage Company  
Apex Lending-Harlingen, TX  
Appraisal Bank  
AppraisalPort  
Appraisers Across America  
CompanyArmadillo Homes  
Associates National Mortgage  
Atlantic Assurance  
Axiom Financial Services  
Bank of America  
Benchmark Mortgage  
BPO Direct  
C. S. Mortgage  
Cameron County District Attorney  
Capital Funding Mortgage  
Capital Plus Mortgage Company  
CDC North America  
Centerbank Mortgage  
Central Processing Center  
CFG/Diversified  
Chase Manhattan Mortgage  
CitiFinancial  
Citinet Mortgage  
City National Bank  
Citywide Financial  
Coastal Banc  
Coldwell Banker Bank  
Commerce Title Company  
Community Mortgage  
Community Lending  
Conseco Finance Corp.  
Correspondent Leading

21<sup>st</sup> Century Mortgage  
Aames Home Loan  
AbnamPRO  
Accurate Mortgage  
Advance Funding  
Aetheles LLC, DBA  
Airforce Federal Credit Union  
All State Appraisal Review  
Allegro Mortgage Services  
Americas Informat Inc.  
America's Wholesale Lender  
American General Financial  
American Home Mortgage  
AmeriMortgage Group  
Andy Cortez Realty Enterprises  
Apex Lending-Dallas, TX  
Appraisal Enhancement Services  
Appraisal Management Company  
Argent Mortgage  
Asset Management  
Assurance Mortgage of Texas  
Aurora Loan Services  
Banchs Financial Group  
Benchmark Lending  
Best Rate Mortgage  
Broad Street Mortgage  
Cabrera's International  
Capital Funding Group  
Capital Loan Associates  
Carolina Mortgage Group Inc.  
Celco Mortgage  
Centex Home Equity  
Century Financial Services, LLC  
Charter Funding  
CITI  
CitiMortgage  
City Mortgage  
CityMortgage  
Clarity Mortgage Services  
Coastal National Mortgage  
Coley Mortgage  
Community America Credit Union  
CompuFund Mortgage Company  
Concorde Acceptance  
Cornerstone Mortgage  
Countrywide Funding

Country Wide Home Loans  
Cowen Funding Services  
Crest Mortgage Company  
Credit Risk Solutions  
Department of Justice  
Del Sol Home Construction  
DFW Group  
Dimension Mortgage  
Direct Lending  
Downey Savings and Loan  
E-Loan Appraisal Team  
Enterprise Mortgage  
EquiCredit  
Eventus Inspections  
Express Mortgage  
Fairway Mortgage  
Famaz, Co Financial Services  
Fannie Mae  
Fieldstone Mortgage  
Finance America  
Finfancial Demensions  
First Choice Lenders  
First Consolidated Mortgage  
First Franklin Financial  
First Horizon Home Loans  
First Magnus Financial  
First National Bank of Scottsdale  
Freedom  
First Source Financial  
First Valley Mortgage  
Fleetwood Mortgage  
Frant Square Financial  
Full Spectrum  
General Mortgage  
Gold Financial Services  
Greenlight Financial Services  
Guaranty Residential Lending  
Harlingen National Bank  
Hernandez Construction  
Home Focus Valuation Services  
Home Help Center, L.L.C. / Real Homesite Mortgage  
Homecomings Financial  
Homes of America  
Hometown Mortgage  
Diamond Mortgage  
IFS Mortgage  
Independent Mortgage  
Inter National Bank  
Interplex Mortgage Co.  
Iway Loan  
Kellner Mortgage  
L.C. Mortgage  
Landsafe Appraisal Services  
LC Mortgage

Coventry Mortgage  
Creative Mortgage Co.  
CRG Valuations  
Dallas Home Loan  
Dana Capital  
  
Diamond Mortgage  
Direct Equity Mortgage  
Ditech.com  
DRI Title & Escrow  
East to West Mortgage  
Entrust Mortgage  
ESI Mortgage  
Express Financial Services  
Extraco Mortgage  
Faith Mortgage  
Fidelity  
Fidelity One  
  
Financial Asset Services, Inc.  
First Bank of Los Fresnos  
First Colony Financial  
First Equity Corp  
First Greensboro Home Equity  
First Houston Appraisal  
First National Bank  
Firstplus  
First Plus Funding  
First United Mortgage Brokers  
Five Brothers Mortgage  
Fox Funding, Inc.  
Frontera Mortgage, Inc.  
G. E. Mortgage  
GMAC Mortgage Corporation  
Great Financial Bank  
Greenpoint Mortgage  
GWG Mortgage  
Harlingen National Bank Mortgage  
Home Capital, Inc.  
Homebound Mortgage  
Homefocus L.L.C.  
Homeside Lending-Dallas, TX  
Hope Mortgage  
Houston City Mortgage  
Independent Financial  
Indy Mac Bank  
International Bank of Commerce  
Invasion Mortgage  
J & J Investments JBL Enterprises  
Key Mortgage  
Land America Default Services  
Laredo National Bank  
Lehman Brothers

Liberty Financial Services  
Link Mortgage  
Loan Star Lenders  
LSI/Lender Services Inc.  
Mainland Home Loans  
Marder and Associates  
MBI Mortgage  
McAfee Mortgage  
McKeever Ent. Inc. DBSA American  
MCO Mortgage  
MDA Lending Solutions  
Meir Mortgage  
Merrill Lynch  
Monument Financial Services  
Mortgage Services  
Mortgages Direct  
Navy Federal Credit Union  
National Credit Home Equity Services  
Nations Banc Mortgage Corp.  
Nationwide Appraisals and Title  
Navy Federal Credit Union  
Nexstar Financial Services  
North America Mortgage  
Novastar Home Mortgage  
Olympic Funding/Process  
Option One Mortgage  
Pacific Guarantee Mortgage  
PCV Murcor  
Premier Nationwide Lending  
Primera Mortgage  
Profolio Home Mortgage  
Prudential Home Mortgage  
Quotemearate.com  
R.T. Minor Mortgage  
Realink  
REM  
Residential Real Estate Review  
Riverway Mortgage Company  
San Benito Bank & Trust Co.  
SARMA  
Sebring Capital Corporation  
Select Funding, Inc.  
Sib Mortgage Corp.  
Southern Lending Corporation  
Spinner Mortgage  
Success Investments  
Sunset Mortgage Co. L.P.  
Texas Bank & Trust  
Texas First Choice Mortgage  
Texas State Home Loans, Inc.  
Texas Veterans Land Board  
The Money Outlet  
The Mortgage Market  
The Mortgage Warehouse

Liberty Mortgage Co.  
Loanstream Corporate  
Lone Star National Bank  
M.C.O. Mortgage  
Mainsource Mortgage  
Matchmaker Mortgage  
MBNA America  
McAllen Mortgage  
MCO Construction  
Med Mortgage  
Megamerica DBA America Premier  
Memorial Park Mortgage  
Mid America Mortgage  
Mortgage Select Co.  
Mortgage Shoppers Corporation  
My Mortgage Option  
National City Mortgage  
National Mortgage Lenders  
Nations Valuation Services  
Nationwide Family Mortgage  
New Century Mortgage  
Non-Profit Resource Housing Group  
Norwest Mortgage  
NTFN, Inc.  
Omega Mortgage  
Orion Mortgage  
Pan Am Construction  
Precision Mortgage Group  
Prime Lending  
Principal Residential Mortgage  
Quality Assurance Review Co.  
QARC  
Quantix  
Remax International Relocation  
Reliable Mortgage  
Residential Mortgage Corp.  
Rio Grande Mortgage, Inc.  
RTM Funding  
Sante Fe Financial Services, LLC  
Seal Construction  
Secure Mortgage  
Settle Appraisal Services, Inc.  
Signature Lending Corp.  
Southwestern Mortgage Company  
State Farm  
Summit Mortgage  
Tena Companies  
Texas Community Mortgage  
Texas State Bank  
Texas Tropical Center MHMR  
The Accu Prime Group  
The Mortgage Line  
The Mortgage Outlet  
Texas Military Forces, Austin

Texas Department of Transportation  
The Town and Country Mortgage  
U.S. Bank  
U.S. Marshal Service  
U.S. Property & Appraisal  
UAMC  
United Security Mortgage  
Upland Mortgage  
USA Mortgage  
Valley Federal Credit Union  
Vision Bookkeeping  
Washington Mutual Finance  
Weichert Financial Services-Wayne  
Wells Fargo Home Mortgage  
Dr. David A. Woolweaver, D.D.S., M.S.D.

TIB Mortgage Company  
T.J. Wingatge, Attorney  
U.S. Department of Social Security  
U.S. Home Exchange  
U.S. Real Estate Services, Inc.  
United Lending Group  
U.S. Department of Agriculture  
USA Home Lending Corp.  
USDA – RECD  
Valley Home Equity  
Wall Street Mortgage  
Waterfield Financial  
Wells Fargo Financial  
Weyerhaeuser Mortgage Co.



You may wish to laminate the pocket identification card to preserve it.

ADELAIDO GONZALES JR  
602 E GRIMES ST  
HARLINGEN, TX 78550

The person named on the reverse is licensed by the Texas Appraiser Licensing and Certification Board.

Inquiry as to the status of this license may be made to:

Texas Appraiser Licensing and Certification Board  
P.O. Box 12188  
Austin, Tx 78711-2188  
www.talcb.texas.gov  
(512) 936-3001  
Fax:(512) 936-3899

**Texas Appraiser Licensing and Certification Board**  
P.O. Box 12188 Austin, Texas 78711-2188

**Certified General Real Estate Appraiser**

Number: **TX 1325670 G**

Issued: **11/27/2017**

Expires: **11/30/2019**

Appraiser: **ADELAIDO GONZALES JR**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

  
Douglas E. Oldmixon  
Commissioner

**Texas Appraiser Licensing and Certification Board**

P.O. Box 12188 Austin, Texas 78711-2188

**Certified General Real Estate Appraiser**

Number: **TX 1325670 G**

Issued: **11/27/2017**

Expires: **11/30/2019**

Appraiser: **ADELAIDO GONZALES JR**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

  
Douglas E. Oldmixon  
Commissioner

You may wish to laminate the pocket identification card to preserve it.

ADELAIDO GONZALES JR  
P O BOX 121  
SAN BENITO, TX 78586

Inquiry as to the status of this license may be made to:

Texas Real Estate Commission  
P.O. Box 12188  
Austin, TX 78711-2188  
www.trec.texas.gov  
(512) 936-3000  
Fax:(512) 936-3864

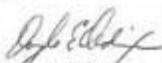


**Texas Real Estate Commission**  
P.O. Box 12188 Austin, Texas 78711-2188  
**Real Estate Broker License**

Broker License# **187190** License Expires: **12/31/2020**

**ADELAIDO GONZALES JR**  
**602 East Grimes**  
**HARLINGEN, TX 78550**

The Texas Real Estate Commission certifies that the above named broker has fulfilled all of the requirements of law and is authorized to transact real estate business in Texas.



**Douglas E. Oldmixon**  
Administrator



**Texas Real Estate Commission**  
P.O. Box 12188 Austin, Texas 78711-2188  
**Real Estate Broker License**

Broker License# **187190** License Expires: **12/31/2020**

**ADELAIDO GONZALES JR**  
**602 East Grimes**  
**HARLINGEN, TX 78550**

The Texas Real Estate Commission certifies that the above named broker has fulfilled all of the requirements of law and is authorized to transact real estate business in Texas.



**Douglas E. Oldmixon**  
Administrator



General Star National Insurance Company  
P.O. Box 10360 (Attn: GSN)  
Stamford, Connecticut 06904

**REAL ESTATE APPRAISERS ERRORS & OMISSIONS INSURANCE POLICY**

**DECLARATIONS PAGE**

This is a claims made and reported policy. Please read this policy and all endorsements and attachments carefully.

Policy Number: NJA360603

Renewal of Number:

- 1. **NAMED INSURED:** Adelaido G Gonzales  
**STREET ADDRESS:** 602 E. Grimes, Harlingen, TX 78550
- 2. **POLICY PERIOD:** Inception Date: 09/28/2018                      Expiration Date: 09/28/2019  
Effective 12:01 a.m. Standard Time at the address of the Named Insured.
- 3. **LIMITS OF LIABILITY:**  
Each Claim: \$1,000,000  
Aggregate: \$2,000,000  
**Claim Expenses** have a separate Limit of Liability:  
Each Claim: \$1,000,000  
Aggregate: \$2,000,000
- 4. **DEDUCTIBLE:**                      Each Claim: \$0    Aggregate: \$0
- 5. **RETROACTIVE DATE:** 09/28/2009  
If a date is indicated, this policy will not provide coverage for any **Claim** arising out of any act, error, omission or personal injury which occurred before such date.
- 6. **ANNUAL PREMIUM:**                      \$690
- 7. **ENDORSEMENTS:**  
This policy is made and accepted subject to the printed policy form together with the following form(s) or endorsement(s).  
  
AP 10 0001 06 11, SGN 90 0001 07 10, AP 95 0006TX 06 11, AP 00 0001 06 11, AP 04 0001 06 11, AP 04 0003 07 14, AP 04 0004 07 14, AP 20 0001 06 11, AP 21 0002 06 11, AP 27 0004 06 11, AP 27 0006 10 16, AP 01 0038TX 06 11, AP 08 0044TX 06 11,
- 8. **PRODUCER NAME:** Norman-Spencer Agency, Inc.  
**STREET ADDRESS:** 8075 Washington Village Drive Dayton, OH 45458

Authorized Representative

Producer Code: 26480  
Date: 09/12/2018

Class Code: 73128



REF. V TO  
ATTENTION OF

**TEXAS MILITARY FORCES**  
Joint Force Headquarters  
Adjutant General's Department  
Post Office Box 5218  
Austin, Texas 78763-5218  
512-782-5001

April 27, 2011

Southmost Realty Appraisals  
602 E. Grimes  
Harlingen, Texas 78550

Dear Mr. Gonzales:

Thank you for submitting your qualifications for RFQ No. 11-04. Your firm has been selected for our pool of appraisers in Region IV. Selected firms may be tasked with performing needed services for the current known locations in the region in which they operate, for a period of up to 24 months. Upon such time that services are needed, you will be contacted with further information.

If you should have any questions, you may contact Cindy White at (512) 782-5861 or by e-mail at [cindy.t.white@us.army.mil](mailto:cindy.t.white@us.army.mil), or Katie Walters at (512) 782-5723 or by e-mail at [katherine.walters2@us.army.mil](mailto:katherine.walters2@us.army.mil).

Sincerely,

Cindy White  
Real Property Manager I

Attachment



THE UNIVERSITY OF TEXAS  
AT AUSTIN

has conferred on  
**Adelaido Gonzales Gonzales, Jr.**

the degree of  
**Master of Business Administration**

and all the rights and privileges thereto appertaining.

In Witness Whereof, this diploma duly signed has  
been issued and the seal of the University affixed.

Issued by the Board of Regents upon Recommendation of the Faculty.

AWARDED ON THIS FIFTEENTH DAY OF AUGUST, 1994

  
CHAIRMAN, BOARD OF REGENTS  
PRESIDENT

  
CHANCELLOR  
DEAN

# The University of Texas at Austin

has conferred on

Laido Gonzalez II

the degree of

**Bachelor of Business Administration**

and all the rights and privileges thereto appertaining.  
In Witness Whereof, this diploma duly signed has  
been issued and the seal of the University affixed.

Issued by the Board of Regents upon Recommendation of the Faculty  
on this twenty-first day of August, A.D. 1975.

*Alan Shivers*  
Chairman, Board of Regents

*Charles A. LaMaistre*  
Chancellor



*Louise L. Rogie*  
President

*George Kozminsky*  
Vice President

## 3<sup>rd</sup> Annual RGV State Certified Real Estate Appraiser's Conference



Left (Above): Mr. Douglas Oldmixon, Administrator – Texas Real Estate Commission

Center (Above): Mr. Adelaido (Lido) Gonzales, MBA – Texas State General Certified Appraiser and Texas State Licensed Real Estate Broker – Receiving recognition

Right (Above): Mr. Luis F. De La Garza, Chairman – Texas Appraisal Licensing and Certification Board



## **Simon A. “Tony” Palacios**

**Email: [All@Southmostappraisals.com](mailto:All@Southmostappraisals.com)**

### Profile:

Result-oriented, bilingual in English, Spanish and Tex-Mex Lingo, dependable profession experienced in residential appraisals, equipment appraisals, and real estate sales/brokerage. Excels in accurate and quick turn around on residential appraisals. Works well independently and as a team. Committed to excellence. Played a key role increasing productivity for Wright Reality.

### Work History:

Own and manage Sunset Travel form 1992 - 2001. I have sold homes in Laredo in the past eight years. I also had my own home inspection company and conducted home inspection for the last 8 years as well. I have worked as a trainee and staff appraiser under George Royle Wright from 2002 - 2007, in which I have appraised about 2,500 homes. I have been appraiser under my company since 2008 to present, in which I have appraised over 4,500 homes.

I am experienced in FHA, 1004 conventional, 2055 drive-bys, ERC, REO, small income, 1073, and VA, along with some commercial, equipment, and inventory.

### Education:

Laredo Community College

AA in import/ export

AA in Business Administration

Certification course for real estate and appraisals-residential and commercial

Laredo State University (now Texas A&M International University) Business Courses for BS in BA

Certification in Tourism

Beverly Travel Academy

certified in using Sabre, Apollo, and System One reservation system for the tourism industry.

Texas Real Estate Commission Certifications: Professional Home Inspector License

State Certified Residential Real Estate Appraiser

Texas Real Estate Broker

NEBB INSTITUTE

Sample work upon request. References:

Wade Jordan Appraisals  
8120 Garden Oaks Drive  
Garden Ridge, TX 78266

Corelogic  
155 North Lake Avenue  
Pasadena, CA 91101  
(866) 462-8113

Ramiro Martinez  
International Bank of Commerce  
1200 San Bernardo Ave.  
Laredo, Texas 78042  
(956) 722-7611

**David J. Villarreal**  
Email: [All@Southmostappraisals.com](mailto:All@Southmostappraisals.com)

**Mission Statement:**

Throughout my twenty years of experience in real estate, it has been my sole purpose to provide exceptional non-biased appraisal reports and reviews. It is also my mission to assist the client, lender, and homeowner by providing thoroughly researched and reliable information.

**Qualification Summary:**

Real estate appraisal with 20 years' experience managing the appraisal and valuation of single family, multi-family, condominium, leasehold and factory-built properties for lending institutions, construction companies, attorneys, and clients. Currently licensed as a State Certified Residential Real Estate Appraiser.

- § Residential appraisals and reports for lending purposes.
- § Field and Desk reviews on prior appraisals submitted by other appraisers to determine the quality and accuracy of the appraisal report, and to evaluate if the appraisal reports are in compliance with lender specific guidelines.
- § Office management, quality control and training of employees.
- § Maintains strong project/case management skills, client relations, reporting and time management skills.
- § Provide expert consultation underwriters, loan administrators and contractors.
- § Familiar with lender specific guidelines.
- § Clients have included: Bank of America, Chase, Citigroup, Citimortgage, BBVA Compass Bank, Falcon Bank, First National Bank, Flagstar Bank, International Bank Commerce, US Bank, Wells Fargo, and numerous Appraisal Management Companies (AMC's)

## Experience Details:

### Owner/ Head Appraiser (1992-Present)

Villarreal Appraisals, Harlingen, TX

- § Directly Managed and trained all appraiser trainees.
- § Determined the valuation of real estate by utilizing specialized methods and techniques.
- § Prepared market studies and internal appraisals and provided reliable market intelligence to lenders.
- § Evaluated and resolved incompliance with policies and unreasonable appraisal conclusions.
- § Evaluated the value of property flood zones, airports, subsidence and erosion that comprised value.
- § Managed appraisal projects, resources and outside factors influencing property value

### Independent Contractor/ Appraiser (1991-1992)

B.G Canas and Associates, Harlingen, TX

- § Determined the valuation of real estate by utilizing specialized methods and techniques.
- § Evaluated and resolved incompliance with policies and unreasonable appraisal conclusions.
- § Evaluated the value of property flood zones, airports, subsidence and erosion that comprised value.

## Language:

- § English
- § Spanish

## Education:

1982-1984: Texas South most College, Brownsville, TX

1987-1988: Texas State Technical College, Harlingen, TX

1991-Present: Extensive Real Estate courses to be up to date in the real estate sector.

## References:

Francis Thad Magyar  
Magyar Appraisal Company  
9413 Lakeshore Drive  
Harlingen, TX 78550  
Email: [Magyar@rgv.rr.com](mailto:Magyar@rgv.rr.com)  
(956) 421-2326

Lora Ann Lara  
Magyar Appraisal Company  
9413 Lakeshore Drive  
Harlingen, TX 78550  
Email: [Magyar@rgv.rr.com](mailto:Magyar@rgv.rr.com)  
(956) 421-2326

Jason Swindler – Appraisal Director  
International Bank of Commerce  
1329 Coronation Way  
Pflugerville, TX 78660  
Email: [JasonSwindler@ibc.com](mailto:JasonSwindler@ibc.com)  
(512) 320-9549 Ext 29549  
(512) 576-6245 mobile

# PROFESSIONAL APPRAISAL SERVICES, INC.

REAL ESTATE APPRAISERS - CONSULTANTS - ANALYSTS

P.O. BOX 3722

McALLEN, TEXAS 78502

TELEPHONE (956) 687-9535

FAX (956) 687-9539

JOHN H. MALCOM, JR, MAI, CCIM, SR/WA  
APPRAISAL INSTITUTE, CIREI, IRWA  
STATE CERTIFIED – GENERAL APPRAISER

February 11, 2019

Ms. Maria Alaniz, Administrative Assistant  
Hidalgo County Regional Mobility Authority  
203 West Newcombe Avenue  
Pharr, Texas 78577

RE: Request for Statement of Qualifications – HCRMA APPRAISAL SERVICES 2019-01

Dear Sirs:

Thank you for the opportunity to provide information on Professional Appraisal Services, Inc. I have completed the Request for Qualifications and attached the information requested to assist in selecting an appraiser for Hidalgo County Regional Mobility Authority. I hope that the information is helpful and look forward to working with you in the near future.

Yours Truly,



John H. Malcom, Jr., President

Professional Appraisal Services, Inc.

# Contents

Firm name & address in which the work will be performed. ....	1
Name, position, phone and fax numbers of contact person. ....	1
Names of principals in the firm; years firm has been in business. ....	2
Number of staff by discipline in the office that will be working on project, copies of their resumes and appointed project manager for proposed projects. ....	2
List at least three related TxDOT projects with dates, number of parcels appraised, final appraisal cost and names, addresses and phone numbers of representatives of these TxDOT projects who can be contacted as references. ....	3
Current workload of the staff and office that would be responsible for the project(s). ....	4
Names, disciplines and resume of sub-consultants (if any) proposed for the project. ....	5
Disadvantaged Business Enterprise (DBE) and Affirmative Action status of firm and sub-consultants. ....	5
Listing of all pending litigation against or involving the firm or its agents or employees with respect to any work performed. ....	5
Amount of professional liability insurance coverage carried by your firm. ....	6
Name and phone number of person to contact at the bank where the firm does business. ....	6
Any other items, which the consultant deems necessary. ....	6
UNDERSTANDING OF THE PROJECT – POTENTIAL PROBLEMS AND CONCERNS .....	7
Closing.....	9
Addenda.....	10
QUALIFICATIONS - JOHN H. MALCOM JR, MAI, AI-GRS, SR/WA, CCIM .....	10
QUALIFICATIONS – BRANDON J. TERRY, SR/WA.....	13
CERTIFICATE OF INSURANCE – HCRMA.....	15

**Hidalgo County Regional Mobility Authority**

**Request for Statement of Qualifications for**

**Appraisal Services**

---

---

**Firm name & address in which the work will be performed.**

Professional Appraisal Services, Inc.

P.O. Box 3722

or

1105 Tamarack

McAllen, Texas 78502

or

McAllen, Texas 78501

Phone 956 687-9535

or

Fax 956 687-9539

Professional Appraisal Services has a single office located in McAllen, Texas.

All appraisal services will be provided from that location.

**Name, position, phone and fax numbers of contact person.**

Contact – John H. Malcom, Jr., President

Phone 956 687-9535 office phone

Fax 956 687-9539 office fax

Cell 956 369-0372 cell #

**Names of principals in the firm; years firm has been in business.**

Principal      John H. Malcom, Jr.

# Years in business = 39 years

**Number of staff by discipline in the office that will be working on project, copies of their resumes and appointed project manager for proposed projects.**

The office staff to assist HCRMA includes 4 persons. John Malcom is the principal and real estate appraiser; Tony Morin works in a support position, and Dottie Malcom is office manager. The fourth person is Brandon Terry, a former employee that provides support as a sub consultant. A resume for John Malcom and Brandon Terry is included in the addenda of the RFQ. John Malcom would be the project manager for the project.

I have reviewed the list of agencies cited in Part II of the RFQ. Over the course of 39 years, we have performed work for many of the agencies cited. To the best of my knowledge we have a good working relationship with all agencies active in right of way acquisition and a good reputation within the community for objective and impartial valuation services. We have provided appraisal services using both the State and Federal valuation methods.

**List at least three related TxDOT projects with dates, number of parcels appraised, final appraisal cost and names, addresses and phone numbers of representatives of these TxDOT projects who can be contacted as references.**

2018 – Cameron County Department of Transportation. The project involved 23 parcels to be acquired for Phase II of the US Highway 77/83 South Parallel Corridor (CCSJ: 0921-02-252). The project included fee acquisitions that included new right of way as well as expansion of existing road right of way. It included improved properties and unimproved land. Twenty-three parcels were appraised at an average cost of \$2,200/parcel. The appraisal reports were prepared to TxDOT standards using TxDOT Form A-5. The contact person is John Serra, Right of Way Agent, Cameron County DOT. He can be reached at 1390 W. Expressway 83, San Benito, Texas 78586 or by phone at 956 247-3521.

2018 – Burns & McDonnell. This project included 23 parcels acquired for a sound barrier wall along Old Highway 281 in Brownsville, Texas (ROW CSJ: 0220-04-046). The project involved an acquisition of temporary easements to be used for staging construction of the sound barrier wall to be built on existing right of way. The appraisal reports were prepared to TxDOT standards using TxDOT Form A-6, the average cost was \$2,700/parcel. The contact person is George L. “Slay” Schlemeyer, SR/WA. He can be reached at Burns McDonnell 8911 Capital of Texas Highway, Building 3, Suite 3100, Austin, Texas 78759 or by phone at 512 872-7149.

2017 - Texas Department of Transportation. The project involved 18 parcels to be acquired for the Premont Bypass in Jim Wells County (CCSJ: 0255-02-054). The project included fee acquisitions that included new right of way as well as expansion of existing road right of way. It included improved properties and unimproved land. Twenty parcels (18 initial and 2 updates) were appraised at an average cost of

\$3,656/parcel. The appraisal reports were prepared to TxDOT standards using TxDOT Form A-5. The contact person was Maria Jimenez, Right of Way Agent. She can be reached at TxDOT San Antonio District, 4615 NW Loop 410, San Antonio, Texas 78229 or by phone at 210 615-5892.

2017-2019 – L&G Engineering for Hidalgo County. This project has included 40 parcels to be acquired for the widening of Mile 6 West Road in Hidalgo County (RCSJ: 0921-02-356). The acquisitions are in fee and the project has continued in phases beginning in late 2017. It has included improved properties and unimproved land. Forty parcels have been completed at a cost of \$2,250-\$2,500/parcel. The appraisal reports were prepared to TxDOT standards using TxDOT Form A-5. Contacts for this project include the Project Manager Jacinto Garza, CEO of L&G Engineering and Luana Gonzalez and Fred Herrera, Right of Way Administrators for L&G Engineering. They can be reached at 900 S. Stewart Road, Mission, Texas 78572 or by phone at 956 585-1909.

**Current workload of the staff and office that would be responsible for the project(s).**

Professional Appraisal Service, Inc. is currently working at full capacity and we attempt to work at that level at all times. Assignments currently scheduled should be completed within the next 45 days.

I have had discussions regarding several right of way projects but none have been awarded at this time. My office specializes in right of way assignments for public entities and I prioritize these types of projects. If we are awarded a contract with the RMA, and accept the responsibility of working on the project, the resources of the office will be available to assure that the contract is completed on budget and on schedule.

At the current time and with the available staff, our workload would approximate 20-30 right of way parcels per month.

**Names, disciplines and resume of sub-consultants (if any) proposed for the project.**

Brandon Terry is a former employee of Professional Appraisal Services. He currently works as a sub-consultant when appraisal volume exceeds the capacity of the company. If a contract is awarded, Mr. Terry will work under my supervision and I will be the primary appraiser.

**Disadvantaged Business Enterprise (DBE) and Affirmative Action status of firm and sub-consultants.**

Professional Appraisal Services, Inc. does not discriminate against any employee or applicant for employment because of race, religion, sex, national origin, or disability, unless those factors are bona fide occupational qualifications necessary to the normal operation of the contractor.

Professional Appraisal Services, Inc. is not classified as a Disadvantaged Business Enterprise.

**Listing of all pending litigation against or involving the firm or its agents or employees with respect to any work performed.**

There is no known litigation pending against Professional Appraisal Services, Inc. or its agents or employees.

**Amount of professional liability insurance coverage carried by your firm.**

Professional Appraisal Services, Inc. carries \$1,000,000 in Professional Liability Insurance. A Certificate of insurance is included as an attachment.

**Name and phone number of person to contact at the bank where the firm does business.**

Please contact Myles Beeching at Frost Bank, 2424 North Tenth Street, McAllen, Texas 78501. Phone 956 682-1241.

**Any other items, which the consultant deems necessary.**

The Uniform Standards of Professional Appraisal Practice requires geographic competency and well as technical competency. Over a period of more than 30 years we have attained the knowledge necessary to provide competent services for this project. Our work has encompassed all types of property and we have worked in almost every community in Hidalgo County. Our clients have included entities of the State and Federal Government, Hidalgo, Cameron and Starr County and many of the cities in the Rio Grande Valley. We have experience working with local irrigation districts, public utilities and private companies involved in right of way acquisition.

Our success in working with governmental entities results from our knowledge of the area and from completing assignments on schedule. We are ready to begin work immediately after negotiating a contract for services.

## **UNDERSTANDING OF THE PROJECT – POTENTIAL PROBLEMS AND CONCERNS:**

Appraisal services for Hidalgo County RMA may include the valuation of whole properties and partial acquisitions. We are thoroughly familiar with the requirements of both types of assignments.

An appraisal of a whole property will include an entire economic unit of land, together with improvements to the land. Appropriate valuation methods may include a sales comparison approach for the land and a cost approach, sales comparison approach and income approach to value the property “as improved”. The minimum requirements would be to value the property in conformance with the Uniform Standards of Professional Appraisal Practice. If any Federal funding would be included for acquisition or construction purposes it would also be necessary to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Act).

A partial acquisition occurs when only a portion of a property is acquired for public use. This could include a strip of land from a larger property or an acquisition of an easement. A partial acquisition results when only a portion of a larger property is being acquired. A partial acquisition may result when the property is acquired for drainage, roads, pipelines, or other purposes. When this happens, it is necessary to consider the appropriate acquisition guidelines. For Hidalgo County RMA, right of way would be acquired utilizing the requirements for the State of Texas and in conformance with the Uniform Standards of Professional Appraisal Practice. Again, if any Federal funds are utilized for acquisition or construction, the appraisals would be prepared in conformance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Act).

For a partial acquisition, the State of Texas requires the appraiser to consider the value of the whole property before the acquisition, the value of the part to be acquired, and the value of the remainder property both before and after the acquisition. The part to be acquired can be appraised as a separate economic unit or as a part of the larger property. The appropriate method depends on the highest and best use of the part to be acquired and if damages will result to the remainder property. Total compensation includes compensation for the part to be acquired plus damages to the remainder (if any). If the acquisition results in an enhancement (increased value to the remainder after the taking), the enhancement can only be used to offset damages.

When appraising property for right of way purposes, we will contact the property owners by certified mail, by regular mail, email or by telephone. We will offer the owner the opportunity to accompany us when we inspect the property and request permission to visit the property. The results of our investigation and analysis will be communicated to the client in a narrative appraisal report. The report will be an "Appraisal Report" as defined by the Uniform Standards of Professional Appraisal Practice. We are available to meet with the property owners or the client at any time in the course of the project. If corrections or changes are necessary for an appraisal report, we will complete revisions and changes within 2 days. If condemnation is necessary, we will be available for pre condemnation conferences, mediation, special commissioner's hearings or trial. We are familiar with the aspects of real estate appraisal for right of way purposes.

## Closing

Thank you for considering Professional Appraisal Service, Inc. for appraisal services for the Hidalgo County Regional Mobility Authority.

I believe that we can provide quality and timely valuation services for your project and hope that we will be selected as one of the firms to provide those services.

Please let me know if I can provide any additional information, I look forward to hearing from you in the near future.

Sincerely,

A handwritten signature in black ink, appearing to read "John H. Malcom, Jr.", written in a cursive style.

John H. Malcom, Jr., President  
Professional Appraisal Services, Inc.

## **Addenda**

### **QUALIFICATIONS - JOHN H. MALCOM JR, MAI, AI-GRS, SR/WA, CCIM**

#### **EDUCATION**

##### College

University of Texas at Austin, B.B.A. Degree Finance

Southwest Texas State University

##### American Institute of Real Estate Appraisers / Appraisal Institute

Exam 1A1- Real Estate Appraisal Principles - July 23, 1982

Exam 1A2- Basic Valuation Procedures - January 28, 1983

Exam I410- Standards of Professional Practice, Part A - March 20, 1997

Exam I420- Standards of Professional Practice, Part B - March 22, 1997

Exam 430 - Standards of Professional Practice, Part C - September 17, 2002

Exam 1B-A Capitalization Theory and Techniques Part A - June 08, 1985

Exam 1B-B Capitalization Theory and Techniques Part B - June 15, 1985

Exam 3 - Rural Valuation - March 17, 1986

Exam 2-1 Case Studies - September 26, 1987

Exam 2-2 Report Writing Valuation & Analysis - October 3, 1987

Comprehensive Examination - Passed February 13, 1989

##### Commercial Investment Real Estate Institute

Exam CI 101 - Fundamentals Real Estate Investment & Taxation - October 4, 1991

Exam CI 201 - Market Analysis for Commercial Real Estate - June 12, 1992

Exam CI 301 - Decision Analysis for Commercial Real Estate - August 7, 1992

Exam CI 402 - Essentials of Marketing Commercial Property & Services - 9/23/1995

Comprehensive Examination - Passed January 28, 1993

##### International Right of Way Association

Course 100 - Principles of Land Acquisition - 1998

Course 103 - Ethics and the Right of Way Profession - 2000

Course 214 - Skills of Expert Testimony - 2000

Course 401 - Appraisal of Partial Acquisitions - 1999

Course 800 - Principles of Real Estate Law - 2001

Course 803 - Eminent Domain Law Basics / Right of Way Professionals - 2014

Course 900 - Principles of Real Estate Engineering - 2000

Course 215 - Pipeline Right of Way Agents Development Program - Section - Completed  
October 18, 2001

## PROFESSIONAL AFFILIATIONS

Member National Association of Realtors

Member Texas Association of Realtors

Member Greater McAllen Association of Realtors

Licensed Real Estate Broker State of Texas, #305134

Member Appraisal Institute, MAI Certificate #8467, AI-GRS awarded 6/29/2016

Texas General Real Estate Appraiser, Certificate #TX-1320239-G

Commercial Investment Real Estate Institute, CCIM Certificate #4906

Senior Member, International Right of Way Association, SR/WA - Registration #4785

**PROFESSIONAL EXPERIENCE:** 1981 to Present - Real estate appraiser Professional Appraisal Service, Inc., Rio Grande Valley and South Texas. Experience includes appraisals of single and multi-family residential units, residential & office condominiums, office buildings, retail centers, motels, country clubs and golf courses, marinas, mobile home and recreational vehicle parks, warehouses, packing sheds, unimproved land, farms, ranches, grain elevators, residential, commercial, and industrial subdivisions, right-of-way appraisals, appraisals of partial interests. Qualified as expert witness for court testimony. Primary practice area is in right of way appraisal and appraisal review.

1977 - 1981 Account executive with New York Stock Exchange member of Rotan Mosle in McAllen, Texas. Responsible for investment analysis and portfolio management for individual clients.

## CONTINUING EDUCATION - SEMINARS

2011 Real Estate Appraisal Operations - Online

2011 Data Verification Methods - Online

2011 Cool Tools: New Technology for Real Estate Appraisers - Online

2013 Comparative Analysis – 7 hours online

2013 Subdivision Valuation – 7 hours online

2013 Forecasting Revenue – 7 hours online

2013 Introduction to Green Buildings: Concepts and Principles

2013 Residential and Commercial Valuation of Solar

2013 Business Practices & Ethics

2015 Review Theory General – 10/26/15 – 10/30/15

2017 Supervisory Appraiser/Trainee Appraiser Course 6/16/2017

2018-2019 National USPAP Update Course – 7 hours – 4/27/2018

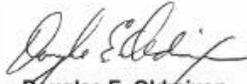
2018 Online Business Practices and Ethics 11/12/2018

John Malcom is the only State Certified General Appraiser in the Rio Grande Valley that has earned the MAI designation and the SR/WA designation. The MAI designation is the highest designation awarded by the Appraisal Institute and is the most prestigious appraisal designation in the United States. The SR/WA is the senior designation awarded by the International Right of Way Association and recognizes training, education and experience in the field of right of way.

**Texas Appraiser Licensing and Certification Board**  
P.O. Box 12188 Austin, Texas 78711-2188  
**Certified General Real Estate Appraiser**

Number: **TX 1320239 G**  
Issued: **03/08/2017** Expires: **03/31/2019**  
Appraiser: **JOHN HOLT MALCOM JR**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Texas Occupations Code, Chapter 1103, is authorized to use this title, Certified General Real Estate Appraiser.

  
Douglas E. Oldmixon  
Commissioner



## **QUALIFICATIONS – BRANDON J. TERRY, SR/WA**

### **EDUCATION**

#### College

University of Texas Pan American - Finance  
University of Texas Pan American - Economics  
South Texas College; A.A.S. - Business Management

#### Appraisal Institute

Exam 100GR - Basic Appraisal Principles - May 20, 2006  
Exam 101GR - Basic Appraisal Procedures - March 02, 2007  
Exam 202R - Residential Sales and Income Approach - February 26, 2010  
Exam 300G - Real Estate Finance and Statistics - April 13, 2008  
Exam 400G - Market Analysis and Highest and Best Use - October 24, 2009  
Exam 401G - General Appraiser Sales Comparison - April 30, 2009  
Exam 402G - General Appraiser Cost and Site Valuation - March 8, 2008  
Exam 403G - General Appraiser Income (Part I) - May 10, 2008  
Exam 404G - General Appraiser Income (Part II) - September 11, 2009  
Exam 405G - General Appraiser Report Writing - November 16, 2009  
Exam 501GP - Advanced Income Capitalization - May 13, 2011  
Exam 520GP - Advanced Concept and Case Studies - November 19, 2011  
Exam 525GP - Advanced Market Analysis & Case Studies – February 13, 2012  
Exam - 15 hr. USPAP - March 22, 2012  
Business Practices and Ethics - September 19, 2010  
Exam - MAI Comprehensive Exam - July 27, 2012

#### International Right of Way Association

Course 100 - Principles of Land Acquisition - March 3, 2014  
Course 103 - Ethics and the Right of Way Profession - June 29, 2011  
Course 200 - Principles of Real Estate Negotiation - September 23, 2010  
Course 203 - Alternative Dispute Resolution - March 3, 2014  
Course 205 - Bargaining Negotiations - October 13, 2010  
Course 400 - Principles of Real Estate Appraisal - June 1, 2013  
Course 403 - Easement Valuation - September 21, 2010  
Course 700 - Introduction to Property Management - June 24, 2011  
Course 800 – Principles of Real Estate Law – April 2, 2014  
Course 802 - Legal Aspects of Easements - September 25, 2010

### **PROFESSIONAL AFFILIATIONS**

Appraisal Institute – MAI Candidate for Designation  
Texas General Real Estate Appraiser, Certificate #TX-1338768-G  
Senior Member - International Right of Way Association - SR/WA Certificate #6470  
CCIM Institute - Member  
National Association of Realtors - Member  
Texas Association of Realtors - Member  
Greater McAllen Association of Realtors - Member  
Laredo Association of Realtors - Member

PROFESSIONAL EXPERIENCE: 2005 to Present - Real estate appraiser servicing the Rio Grande Valley and South Texas. Experience includes appraisals of single and multi-family residential units, office condominiums, office buildings, retail centers, country clubs and golf courses, marinas, mobile home and recreational vehicle parks, warehouses, packing sheds, unimproved land, farms, ranches, residential-commercial-industrial subdivisions, and right-of-way appraisals.

1997 to 2002 - United States Air Force; Crew chief responsible for the maintenance, repair, and munitions on an A-10 attack aircraft

#### CONTINUING EDUCATION - SEMINARS

Subdivision Analysis: Guide to Valuing Improved Subdivisions – April, 2014

Comparative Analysis – April, 2014

Forecasting Revenue – April, 2014

Commercial Appraisal Review – May 2016

Discounted Cash Flow Model: Concepts and Issues – May, 2016

2018-2019 USPAP

# CERTIFICATE OF INSURANCE - HCRMA



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LIA ADMINISTRATORS & INSURANCE SERVICES 1600 ANACAPA ST SANTA BARBARA, CA 93101	<b>CONTACT NAME</b> NATALIE SHORT <b>PHONE (A.C. No. Ext):</b> 805-963-6624 <b>FAX (A.C. No.):</b> 805-962-0652 <b>E-MAIL ADDRESS:</b> NATALIE@LIABILITY.COM	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> PROFESSIONAL APPRAISAL SERVICES, INC./JOHN H. MALCOM, JR. P.O. BOX 3722 MCALLEN, TX 78502 114651	<b>INSURER A:</b> ASPEN AMERICAN INSURANCE COMPANY <b>NAIC #</b> 43460	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Each occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY    SCHEDULED AUTOS NON-OWNED AUTOS ONLY HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (EA OCCUR) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> OCCUR <b>EXCESS LIAB</b> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR PARTNER/EXECUTIVE OF FICER/MEMBER EXCLUDED? (Mandatory in RW)    Y/N    N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATE    OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY			AAI007469-04	12/03/2018	12/03/2019	\$1,000,000 EACH CLAIM \$1,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**REAL ESTATE APPRAISERS PROFESSIONAL LIABILITY INSURANCE**

<b>CERTIFICATE HOLDER</b>  HIDALGO COUNTY RMA 118 S. CAGE BLVD., 4TH FLOOR PHARR, TX 78577	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Item 4A

January 24, 2019

Ms. Celia Gaona  
Chief Auditor  
Hidalgo County Regional Mobility Authority  
203 W. Newcombe Ave.  
Pharr, Texas 78577-4742

Dear Ms. Gaona:

I am pleased to inform you that the Hidalgo County Regional Mobility Authority has earned a Transparency Stars Award in the area of Debt Obligations. Our website now displays your award status and the link you submitted in your application. Enclosed is your Transparency Stars Award Certificate. You will also receive a digital Transparency Stars seal you may post on your website.

Note that you are required to maintain and update your transparency content to retain your Star. Comptroller staff will perform regular checks of your site.

Congratulations on your success in demonstrating exemplary efforts toward financial transparency.

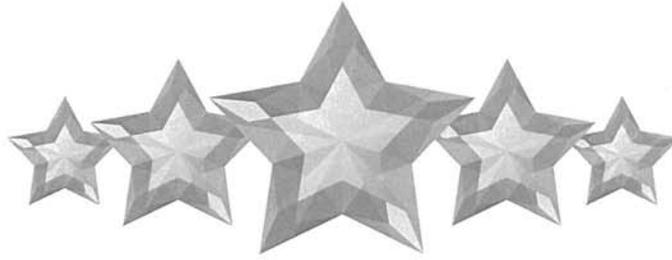
Sincerely,



Glenn Hegar

Enclosure





# Transparency Stars

---

The Texas Comptroller of Public Accounts  
awards the **Hidalgo County**  
**Regional Mobility Authority** the  
**Debt Obligations Star**

for exemplary efforts in creating financial transparency around public debt. The Transparency Stars program recognizes local governments across Texas that are striving to meet a high standard for financial transparency online. These efforts provide citizens with clear, consistent information about public spending in user-friendly formats.



January 24, 2019