

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

DATE: **TUESDAY, JUNE 25, 2019**
TIME: **5:30 PM**
PLACE: **PHARR CITY HALL**
2nd 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. Review of proposed amendments to the Policies and Procedures governing procurement of goods and services by the Hidalgo County Regional Mobility Authority.

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 May 28, 2019.
 - B. Approval of Project & General Expense Report for the period from May 11, 2019 to June 7, 2019.
 - C. Approval of Financial Reports for May 2019.

3. REGULAR AGENDA

- A. Resolution 2019-26 – Approval of Award of Contract for Title Report and Title Commitment Services to Sierra Title of Hidalgo County Inc. for the 365 Tollway and International Bridge Trade Corridor Projects.
- B. Resolution 2019-27 – Approval of Amendments to Policies and Procedures governing Procurement of Goods and Services by the Hidalgo County Regional Mobility Authority.
- C. Resolution 2019- 28 – Approval of appointment of Rio Grande Valley Metropolitan Planning Organization Policy Board and Technical Advisory Committee Members for the Hidalgo County Regional Mobility Authority.

4. CHAIRMAN'S REPORT

- A. 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)

- 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 a rescope and re-bid of the 365 Tollway Project (Section 551.071 T.G.C.).

PUBLIC COMMENT

ADJOURNMENT OF REGULAR MEETING

CERTIFICATION

I, the Undersigned Authority, do hereby certify that the attached agenda of the Hidalgo County Regional Mobility Authority Board of Directors is a true and correct copy and that I posted a true and correct copy of said notice on the Hidalgo County Regional Mobility Authority Web Page (www.hcrma.net) 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 21st day of June 2019 at 5:00 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 end 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

BOARD OF DIRECTORS	<u>X</u>	AGENDA ITEM	<u>1</u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u>06/14/19</u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u>06/25/19</u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: WORKSHOP ITEM 1 – REVIEW OF PROPOSED AMENDMENTS TO POLICIES AND PROCEDURES GOVERNING PROCUREMENT OF GOODS AND SERVICES BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Review of Amendments to policies and procedures governing procurement of goods and services.
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: Review only.
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
11. Chief 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

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AMENDED POLICIES AND PROCEDURES GOVERNING
PROCUREMENTS OF GOODS AND SERVICES**

(Adopted November 17, 2006)
(Amended and Restated June 23, 2015)
(Revised June 25, 2019)

TABLE OF CONTENTS

	PAGE
SECTION 1. STATEMENT OF GENERAL POLICY.....	2
SECTION 2. CONFLICT OF INTEREST.....	2
SECTION 3. DISADVANTAGED BUSINESS PARTICIPATION; COMPLIANCE WITH POLICY,.....	3
SECTION 4. SUSPENSION AND DEBARMENT.....	4
SECTION 5. DEFINITIONS.....	4
SECTION 6. CONSTRUCTION AND BUILDING CONTRACTS.....	9
SECTION 7. PROFESSIONAL SERVICES.....	17
SECTION 8. GENERAL GOODS AND SERVICES.....	21
SECTION 9. CONSULTING SERVICES.....	23
SECTION 10. COMPREHENSIVE DEVELOPMENT AGREEMENTS.....	26
SECTION 11. DESIGN BUILD AND DESIGN BUILD FINANCE AGREEMENTS.....	32
SECTION 12. PARTICIPATION IN STATE AND COOPERATIVE PURCHASING PROGRAMS; AND INTERGOVERNMENTAL AGREEMENTS.....	37
SECTION 13. EMERGENCY PROCUREMENTS.....	37
SECTION 14. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY.....	38

**AMENDED POLICIES AND PROCEDURES GOVERNING PROCUREMENTS OF
GOODS AND SERVICES BY THE
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

SECTION 1. STATEMENT OF GENERAL POLICY.

1.1. **Policy.** It is the policy of the Hidalgo County Regional Mobility Authority (the "Authority") that all Authority procurements shall be based solely on economic and business merit in order to best promote the interests of the citizens of the counties served by the Authority.

1.2. **Required Conduct.** An entity that does business with the Authority is required to (i) adhere to all civil and criminal laws related to business; maintain good standing with the State of Texas and Hidalgo County; and (ii) notify the Authority in writing within five (5) days after the date the entity knows or should have known of the existence of (a) a conviction of, plea of guilty or no lo contendere to, a civil judgment for, or a public admission to a crime or offense related to the business by the entity; (b) debarment by the entity by the State of Texas, federal government, Hidalgo County or any municipality within Hidalgo County; or (c) any behavior of the entity that seriously and directly affects the entity's responsibility to the Authority that is also a violation of the law or Authority's rules or policies. Any violation of Required Conduct is grounds for score reduction or contract termination.

SECTION 2. CONFLICT OF INTEREST.

2.1. **Independence and Influence.** In addition to any other requirements of restrictions imposed by state law, a member of the Board of Directors or an employee or agent of the Authority shall not (a) contract with the Authority or, without disclosure and recusal, be directly or indirectly interested in a contract with the Authority or the sale of property to the Authority; (b) accept or solicit any gift, favor, or service that might reasonably tend to influence that Board member, employee or agent in the making of procurement decisions or that the Board member, employee or agent knows or should have known is being offered with the intent to influence the Board member's, employee's or agent's making of procurement decisions; or (c) accept other compensation that could reasonably be expected to impair the Board member's, employee's or agent's independence of judgment in the making of procurement decisions.

2.2. **Familial Relationships.** A bidder shall not be eligible to contract with the Authority if a Board member, employee or agent is related to the bidder within the second degree of consanguinity or affinity, as determined under Chapter 573, Government Code. A bidder shall be required to complete a conflict of interest disclosure statement disclosing any business or familial relationships with Board members, employees or agents of the Authority which may disqualify the bidder from consideration.

2.3. **Benefits.** An entity, including an individual representing or affiliated with such entity, or individual doing business with the Authority shall not provide a benefit to any Board Member or employee of the Authority. For the purposes of this Section 2.3, "benefit" shall have the meaning ascribed to it in Title 43 Texas Administrative Code, Rule 10.5: "a benefit ... is anything that is reasonably regarded as financial gain or financial advantage, including a benefit to another person

in whose welfare the beneficiary has a direct and substantial interest, regardless of whether the donor is reimbursed. Examples are cash, loans meals, lodging, services, tickets, door prizes, free entry to entertainment or sporting events, transportation, hunting or fishing trips, or discounts on goods or services.” The following are not benefits: (i) a token item, other than cash, a check, stock, bond or similar item, that is distributed generally as a normal means of advertising and that does not exceed an estimated value of \$25; (ii) an honorarium in the form of a meal served at an official event, such as conference, workshop, seminar or symposium; or (iii) reimbursement for food, travel, or lodging to an official event described in (ii) above in an amount allowable under the Authority’s travel and entertainment policies, or as otherwise approved by the Executive Director.

2.4. Disclosure. The Authority shall take reasonable steps to prevent, identify, and mitigate conflicts of interest for employees, board members, and consultants and will promptly disclose any potential conflict of interest in writing to TxDOT. Additionally,

- (a) bidders for Authority contracts and affected Board Members are required to file form CIQ Conflicts of Interest Questionnaire for Vendor and Other Persons Doing Business with Local Governmental Entity, attached hereto as *Schedule 2.4 (a)*;
- (b) an entity that does business with the Authority is required to disclose, in writing, the existence of a conflict of interest involving an agreement between the entity and the Authority and adequately remedy the conflict either before the effective date of the agreement or, if the conflict arises after the effective date of the agreement, promptly after the date the entity knows or should have known of the conflict. Contractors and consultants of the Authority shall complete a certificate attesting to the following: (i) no ownership in real property that is known or anticipated to be necessary for the development of an Authority project; (ii) no personal investments that could be reasonably expected to create a conflict of interest with the Authority; (iii) after reasonably inquiry, no knowledge of any subcontractor having any investment in real property that is known or anticipated to be necessary for an Authority project or personal investment that could reasonably be expected to create a conflict of interest with the Authority; and (iv) no offer of any gift, favor, or service to a member or representative of the Authority Board of Directors that might reasonably influence any official duty or that is being offered with the intent to influence official conduct. If a contractor or consultant to the Authority cannot make such attestations, then a formal disclosure must be made. See *Schedule 2.4 (b)*; and
- (c) an entity that enters into a contract with the Authority must submit a disclosure of interest parties (Form 1295) to the Authority at the time the entity submits the signed contract to Authority as required by State law.

SECTION 3. DISADVANTAGED BUSINESS PARTICIPATION: COMPLIANCE WITH POLICY.

Disadvantaged Business Enterprises (“DBEs”) are encouraged to participate in the Authority’s procurement process. The Authority has entered into an agreement with TxDOT adopting TxDOT’s DBE policy. See *Schedule 3*.

SECTION 4. SUSPENSION AND DEBARMENT.

The Authority will verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or contract by searching:

- (a) System for Award Management (SAM) – U.S. government official website; and
- (b) Texas Comptroller of Public Accounts – List of vendors debarred from doing business with the State of Texas.

SECTION 5. DEFINITIONS.

As used in this policy, the following words and terms shall have the following meanings, unless the context clearly indicates otherwise.

ATC: Alternative technical concept.

Available bidding capacity: Bidding capacity less uncompleted work under a construction or building contract.

Authority: The Hidalgo County Regional Mobility Authority.

Bid or quote: The response to a request for the pricing of products, goods, or services (other than professional services or certain consulting services) that the Authority proposes to procure.

Bid documents: Forms promulgated by the Authority which the bidder completes and submits to the Authority to document the bidder's bid on a contract to be let by the Authority. Unless otherwise authorized by the Board, Bid documents promulgated by the Authority for a procurement will include the following information: (i) the location and description of the proposed work; (ii) an estimate of the various quantities and kinds of work to be performed and/or materials to be furnished; (iii) a schedule of items for which unit prices are requested; (iv) the time within which the work is to be completed; any special provisions and special specifications; (vi) the amount of bid guaranty, if any, required; and (vii) the Authority's goals regarding the participation in the contract or in subcontracts let under the contract by DBEs, in accordance with the Authority's policies regarding such participation.

Bid guaranty: The security designated in the bid documents for a construction or building contract to be furnished by the bidder as a guaranty that the bidder will enter into a contract if awarded the work.

Bidder: An individual, partnership, limited liability company, corporation or any combination submitting a bid or offer of goods or services.

Bidding capacity: The maximum dollar value a contractor may have under a construction or building contract at any given time, as determined by the Authority.

Board or Board of Directors: The Board of Directors of the Authority.

Building contract: A contract for the construction or maintenance of an Authority building, toll plaza, or appurtenant facilities.

Comprehensive Development Agreement: An agreement with a private entity that at a minimum provides for the design and construction of a Transportation Project and may also provide for financing, acquisition, maintenance or operation of a Transportation Project. Comprehensive Development Agreements are authorized under Sections 370.305-312, Texas Transportation Code, as may be amended from time to time.

Construction contract: A contract for the construction, reconstruction, maintenance, or repair of a segment of a Transportation Project, including a contract let to preserve and prevent further deterioration of a Transportation Project.

Consulting service: The service of advising or preparing studies or analyses for the Authority under a contract that does not involve the traditional relationship of employer and employee. Except in connection with comprehensive development agreements consulting services may not be procured under a construction or building contract. Consulting services are not professional services or general goods and services as defined in this policy.

Counties of the Authority: Hidalgo County, as well as any counties which may subsequently join the Authority.

DBE: Disadvantaged Business Entity as described in Section 3.

Design Build Agreement: An agreement with a private entity that provides for both the design and construction services for a Transportation Project and may also provide for the design, construction, financing, expansion, extension, related capital maintenance, rehabilitation, alteration or repair of a Transportation Project, but does not include a leasehold interest in the Transportation Project or the right to operate or retain revenue from the operation of the Transportation Project. Design Build Agreements are authorized under Subchapter K of Chapter 360, Texas Transportation Code, as may be amended from time to time.

Design Build Contractor: A partnership, corporation, or other legal entity or team that includes an engineering firm and construction contractor qualified to engage in the design and construction of Transportation Projects in the State and that is selected by the Authority in accordance with these Policies and Procedures.

Emergency: Any situation or condition affecting a Transportation Project resulting from a natural or man-made cause, which poses an imminent threat to life or property of the traveling public or which substantially disrupts or may disrupt the safe and efficient flow of traffic and commerce or which has caused unforeseen damage to machinery, equipment or other property which would substantially interfere with or prohibit the collection of tolls in accordance with the Authority's bonding obligations and requirements.

Executive Director: The Executive Director of the Authority or any individual designated by the Board to act as the chief administrative officer of the Authority.

Federal-aid project: The construction, reconstruction, maintenance, or repair of a

segment of a Transportation Project, including a contract let to preserve and prevent further deterioration of a Transportation Project, funded in whole or in part with funds provided by the government of the United States or any department thereof.

General goods and services: Goods, services, equipment, personal property and any other item procured by the Authority in connection with the fulfillment of its statutory purposes that are not procured under a construction or building contract or that are not consulting services or professional services as defined by this policy.

Highway: A road, highway, farm-to-market road, or street under the supervision of a state or political subdivision of the State.

Intermodal hub: A central location where cargo containers can be easily and quickly transferred between trucks, trains and airplanes.

Lowest best bidder: The lowest responsible bidder on a contract that complies with the Authority's criteria for such contract, as described in Section 6 of this policy.

Materially unbalanced bid: A bid, as may be more particularly defined in the bid documents, on a construction or building contract which generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Authority.

Mathematically unbalanced bid: A bid, as may be more particularly defined in the bid documents, on a construction or building contract containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.

Official newspaper of the Authority: A general circulation newspaper published in the counties of the Authority. If there are multiple newspapers which are published in the counties of the Authority, the Board of Directors shall designate which one is the official newspaper of the Authority.

Open Meetings Act: Chapter 551 of the Texas Government Code, as amended from time to time.

Professional Services: Services which political subdivisions of the State must procure pursuant to the Professional Services Procurement Act, which are services defined by state law of accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, interior decorator, or professional nursing, or services provided in connection with the employment or practice of a person who is licensed or registered as a certified public accountant, an architect, a landscape architect, a land surveyor, a physician (including a surgeon, an optometrist, a professional engineer, a state certified or state licensed real estate appraiser, or a registered nurse). Except in connection with a comprehensive development agreement professional services may not be procured under a construction or building contract.

Professional Services Procurement Act: Subchapter A of Chapter 2254 of the Texas Government Code, as amended from time to time.

Public Information Act: Chapter 552 of the Texas Government Code, as amended from time to time.

Public Utility Facility: A:

- (a) water, wastewater, natural gas, or petroleum pipeline or associated equipment;
- (b) an electric transmission or distribution line or associated equipment; or
- (c) telecommunications information services, or cable television infrastructure or associated equipment, including fiber optic cable, conduit and wireless communications facilities.

RFDP: Request for detailed proposals.

RFP: Request for proposal.

RFQ: Request for qualifications.

Salvage property: Personal property (including, without limitation, supplies, equipment, and vehicles), other than items routinely discarded as waste, that through use, time, or accident is so damaged, used, consumed, or outmoded that it has little or no value to the Authority.

Surplus property: Personal property (including, without limitation, supplies, equipment, and vehicles) that is not currently needed by the Authority and is not required for the Authority's foreseeable needs. The term includes used or new property that retains some usefulness for the purpose for which it was intended or for another purpose.

State: The State of Texas.

System: A Transportation Project or a combination of transportation projects designated as a system by the Board in accordance with Texas Transportation Code § 370.034.

Transportation Project: Includes a(n):

(a) turnpike project;

(b) system;

(c) passenger or freight rail facility; including (i) tracks; (ii) a rail line; (iii) switching, signaling, or other operating equipment; (iv) a depot; (v) a locomotive; (vi) rolling stock; (vii) a maintenance facility; and (viii) other real and personal property associated with a rail operation;

(d) bridge;

(e) ferry;

- (f) airport, other than an airport that on September 1, 2005, was served by one (1) or more air carriers engaged in scheduled interstate transportation, as those terms were defined by 14 C.F.R. Section 1.1 on that date;
- (g) pedestrian or bicycle facility;
- (h) intermodal hub;
- (i) automated conveyor belt for the movement of freight;
- (j) border crossing inspection station, including (i) a border crossing inspection station located at or near an international border crossing; and (ii) a border crossing inspection station located at or near a border crossing from another state of the United States and not more than 50 miles from an international border;
- (k) air quality improvement initiative;
- (l) public utility facility;
- (m) a transit system;
- (n) a parking area, structure, or facility, or a collection device for parking fees;
- (o) improvements in a transportation reinvestment zone designated under Texas Transportation Code, Subchapter E, Chapter 222; and
- (p) port security, transportation, or facility projects eligible for funding under Texas Transportation Code, Section 55.002.

Turnpike Project: A highway of any number of lanes, with or without grade separations, owned or operated by the Authority and any improvement, extension or expansion to the highway, including:

- (a) an improvement to relieve traffic congestion or promote safety;
- (b) a bridge, tunnel, overpass, underpass, interchange, entrance plaza, approach, toll house, service road, ramp, or service station;
- (c) an administration, storage, or other building the Board considers necessary to operate the project;
- (d) property rights, easements and interests the Board acquires to construct or operate the project;
- (e) a parking area or structure, rest stop, park, and any other improvement or amenity the Board considers necessary, useful, or beneficial for the operation of a turnpike project; and
- (f) a toll-free facility that is appurtenant to and necessary for the efficient operation of a turnpike project, including a service road, access road, ramp, interchange, bridge, or tunnel.

TxDOT: The Texas Department of Transportation.

VAC: Value added concept.

VECP: Value engineering change order process.

SECTION 6. CONSTRUCTION AND BUILDING CONTRACTS.

6.1. Competitive Bidding. A contract requiring the expenditure of public funds for the construction or maintenance of the Authority's Transportation Projects may be let by competitive bidding in which the contract is awarded to the lowest responsible bidder that complies with the Authority's criteria for such contract, and such bidder shall constitute the lowest best bidder in accordance with this Section 6. Bidding for procurements made by competitive bidding will be open and unrestricted, subject to the procedures set forth in this policy, or in the alternative, subject to the procedures set forth in the Local Government Project Procedures Manual promulgated by TxDOT; provided, however, that such procedures are adopted by the Authority's Board of Directors in separate action. Any notice of contract letting shall specify which procedures apply to the procurement.

6.2. Qualification of Bidders. A potential bidder must be qualified to bid on construction contracts of the Authority. Unless the Authority elects, in its sole discretion, to separately qualify bidders on a construction project, only bidders qualified by TxDOT to bid on construction or maintenance contracts of TxDOT will be deemed qualified by the Authority to bid on the Authority's construction contracts. At its election, the Authority may waive this Subsection 6.2 with respect to bidders on building contracts.

6.3. Qualifying with the Authority.

- (a) If, in its sole discretion, the Authority elects to separately qualify bidders on a construction project, the Authority will require each potential bidder not already qualified by TxDOT to submit to the Authority an application for qualification containing:
 1. a confidential questionnaire in a form prescribed by the Authority, which may include certain information concerning the bidder's equipment, experience, references as well as financial condition;
 2. the bidder's current audited financial statement in form and substance acceptable to the Authority; and
 3. a reasonable fee to be specified by the Authority to cover the cost of evaluating the bidder's application.
- (b) An audited financial statement requires examination of the accounting system, records, and financial statements of the bidder by an independent certified public accountant in accordance with generally accepted auditing standards. Based on the examination, the auditor expresses an opinion concerning the fairness of the financial statements and conformity with generally accepted accounting principles.

- (c) Upon the recommendation of the Executive Director and with the concurrence of the Board of Directors, the Authority may waive the requirement that a bidder's financial statement be audited if the estimated amount of the contract is one-million dollars (\$1,000,000.00) or less. A bidder with no prior experience in construction or maintenance shall not receive a bidding capacity of more than one hundred thousand dollars (\$100,000.00).
- (d) The Authority will advise the bidder of its qualification and approved bidding capacity or of its failure to qualify. A bidder qualified by the Authority will remain qualified at its approved bidding capacity for twelve (12) months from the date of the bidder's financial statement; provided, however, that the Authority may require updated audited information at any time if circumstances develop which might alter the bidder's financial condition, ownership structure, affiliation status, or ability to operate as an ongoing concern, and the Authority may revoke or modify the bidder's qualification and approved bidding capacity based on such updated information. All such decisions concerning bidder qualifications shall be at the Authority's sole discretion.

6.4. Notice of Contract Letting.

- (a) Each notice of contract letting must provide:
 1. the date, time, and place where contracts will be let and bids opened;
 2. the address and telephone number from which prospective bidders may request bid documents; and
 3. a general description of the type of construction, services or goods being sought by the Authority.
- (b) The Authority shall post notices of contract lettings on its website for at least two (2) weeks before the date for letting of a contract.
- (c) Notice of contract letting shall also be published in the officially designated newspaper of the Authority at least once, and no less than two (2) weeks before the date set for letting of the contract.
- (d) The Authority may also publish notice of contract lettings in the *Texas Register*, trade publications, or such other places that the Authority determines will enhance competition for the work.
- (e) The date specified in the notice may be extended if the Executive Director, in his or her sole discretion, determines that the extension is in the best interest of the Authority. All bids, including those received before an extension is made, must be opened at the same time.
- (f) As a courtesy the Authority will attempt to post notices of contract lettings on its website, as well as any addenda thereto. Potential bidders and interested parties should not, however, rely on the website for notices and addenda, as the notice

required under subparagraphs (b) and (c) above shall constitute the only official notice.

6.5. **Bid Documents**. The Authority will prepare a set of bid documents for each construction or building contract to be let through the procedures of this Section 6.

6.6. **Issuance of Bid Documents**.

Except as otherwise provided in this policy, the Authority will issue bid documents for a construction contract or building contract upon request and only after proper notice has been given regarding the contract letting. A request for bid documents for a federal-aid project must be submitted in writing and must include a statement in a form prescribed by the Authority certifying whether the bidder is currently disqualified by an agency of the federal government as a participant in programs and activities involving federal financial and non-financial assistance and benefits. A request for bid documents for any other construction or building contract may be made orally or in writing. Unless otherwise prohibited under this policy, the Authority will, upon receipt of a request, issue bid documents for a construction contract as follows:

- (a) to a bidder qualified by TxDOT, if the estimated cost of the project is within that bidder's available bidding capacity as determined by TxDOT;
- (b) to a bidder qualified by the Authority, if the estimated cost of the project is within that bidder's available bidding capacity as determined by the Authority; and
- (c) to a bidder who has substantially complied with the Authority's requirements for qualification, as determined by the Authority.

6.7. **Withholding Bid Documents**. The Authority will not issue bid documents for a construction contract if:

- (a) the bidder is suspended or debarred from contracting with TxDOT or the Authority;
- (b) the bidder is prohibited from rebidding a specific project because of default of the first awarded bid;
- (c) the bidder has not fulfilled the requirements for qualification under this policy, unless the bidder has substantially complied with the requirements for qualification, as determined by the Authority;
- (d) the bidder is disqualified by an agency of the federal government as a participant in programs and activities involving federal assistance and benefits, and the contract is for a federal-aid project; or
- (e) the bidder or its subsidiary or affiliate has received compensation from the Authority to participate in the preparation of the plans or specifications on which the bid or contract is based.

6.8. **Completion and Submission of Bid Documents**.

- (a) At the option of the Authority, a pre-bid conference may be held before opening bids to allow potential bidders to seek clarification regarding the procurement and/or the bid documents. Alternatively, bidders may submit written requests for clarification.
- (b) Bidders shall complete all information requested in bid documents by typing, printing by computer printer, or printing in ink. The bidder shall submit a unit price, expressed in numerals, for each item for which a bid is requested (including zero dollars and zero cents, if appropriate), except in the case of a regular item that has an alternate bid item. In such case, prices must be submitted for the base bid or with the set of items of one or more of the alternates. Unit prices shown on acceptable computer printouts will be the official unit prices used to tabulate the official total bid amount and used in the contract if awarded.
- (c) Each set of bid documents shall be executed in ink in the complete and correct name of the bidder making the bid and shall be signed by the person or persons authorized to bind the bidder.
- (d) If required by the bid documents, the bidder must submit a bid guaranty with the bid. The bid guaranty shall be in the amount specified in the bid documents, shall be payable to the Authority, and shall be in the form of a cashier's check, money order, or teller's check issued by a state or national bank, savings and loan association, or a state or federally chartered credit union (collectively referred to as "bank"). The Authority will not accept cash, credit cards, personal checks or certified checks, or other types of money orders. Bid bonds may be accepted at the sole discretion of the Authority. Failure to submit the required bid guaranty in the form set forth in this subsection shall disqualify a bidder from bidding on the project described in the bid documents.
- (e) A bid on a federal-aid project shall include, in a form prescribed by the Authority, a certification of eligibility status. The certification shall describe any suspension, debarment, voluntary exclusion, or ineligibility determination actions by an agency of the federal government, and any indictment, conviction, or civil judgment involving fraud or official misconduct, each with respect to the bidder or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director/supervisor, manager, auditor, or a position involving the administration of federal funds; such certification shall cover the three (3)-year period immediately preceding the date of the bid. Information adverse to the bidder as contained in the certification will be reviewed by the Authority and by the Federal Highway Administration, and may result in rejection of the bid and disqualification of the bidder.
- (f) The bidder shall place each completed set of bid documents in a sealed envelope which shall be clearly marked "Bid Documents for _____" (name of the project or service). When submitted by mail, this envelope shall be placed in another envelope which shall be sealed and addressed as indicated in the notice. Bids must be received at the location designated in the notice on or before the hour, as established by the official clock of the Authority, and date set for the receipt. The

official clock at the place designated for receipt of bids shall serve as the official determinant of the hour for which the bid shall be submitted and shall be considered late.

6.9. Revision of Bid by Bidder. A bidder may change a bid price before it is submitted to the Authority by changing the price and initialing the revision in ink. A bidder may change a bid price after it is submitted to the Authority by requesting return of the bid in writing prior to the expiration of the time for receipt of bids. The request must be made by a person authorized to bind the bidder. The Authority will not accept a request by telephone, telegraph, or electronic mail, but will accept a properly signed facsimile request. The revised bid must be resubmitted prior to the time specified for the close of the receipt of bids.

6.10. Withdrawal of Bid. A bidder may withdraw a bid by submitting a request in writing before the time and date of the bid opening. The request must be made by a person authorized to bind the bidder. The Authority will not accept telephone, telegraph, or electronic mail requests, but will accept a properly signed facsimile request.

6.11. Acceptance, Rejection, and Reading of Bids. Bids will be opened and read at a public meeting held at the time, date and place designated in the notice. Only the person so designated by the Authority shall open bids on the date specified in the notice, or as may have been extended by direction of the Executive Director. The Authority, acting through the Executive Director or the Executive Director's designee, will not accept and will not read a bid if:

- (a) the bid is submitted by an unqualified bidder;
- (b) the bid is in a form other than the official bid documents issued to the bidder;
- (c) the form and content of the bid do not comply with the requirements of the bid documents and/or Subsection 6.8;
- (d) the bid, and if required, federal-aid project certification, are not signed;
- (e) the bid was received after the time or at some location other than specified in the notice or as may have been extended;
- (f) the bid guaranty, if required, does not comply with Subsection 6.8;
- (g) the bidder did not attend a specified mandatory pre-bid conference, if required under the bid documents;
- (h) the proprietor, partner, majority shareholder, or substantial owner is thirty (30) or more days delinquent in providing child support under a court order or a written repayment agreement;
- (i) the bidder was not authorized to be issued a bid under this policy;
- (j) the bid did not otherwise conform with the requirements of this policy; or
- (k) more than one (1) bid involves a bidder under the same or different names.

6.12. Tabulation of Bids. Except for lump sum building contracts bid items, the official total bid amount for each bidder will be determined by multiplying the unit bid price written in for each item by the respective quantity and totaling those amounts. Bid entries such as "no dollars and no cents" or "zero dollars and zero cents" will be interpreted to be one-tenth of a cent (\$.001) and will be entered in the bid tabulation as \$.001. Any entry less than \$.001 will be interpreted and entered as \$.001. If a bidder submits both a completed set of bid documents and a properly completed computer printout of unit bid prices, the Authority will use the computer printout to determine the total bid amount of the bid. If the computer printout is incomplete, the Authority will use the completed bid documents to determine the total bid amount of the bid. If a bidder submits two (2) computer printouts reflecting different totals, both printouts will be tabulated, and the Authority will use the lowest tabulation. If a unit bid price is illegible, the Authority will make a documented determination of the unit bid price for tabulation purposes. If a unit bid price has been entered for both the regular bid and a corresponding alternate bid, the Authority will determine the option that results in the lowest total cost to the Authority and tabulate as such. If both the regular and alternate bids result in the same cost to the Authority, the Authority may select either the regular bid item or items or the alternative.

6.13. Award of Contract. Except as otherwise provided in this Section 6, if the Authority does not reject all bids, it will award the contract to the lowest best bidder. In determining the lowest best bidder, in addition to price the Authority shall consider:

- (a) the bidder's ability, capacity, and skill to perform the contract or provide the service required;
- (b) the bidder's ability to perform the contract or provide the service promptly, or in the time required, without delay or interference;
- (c) the bidder's character, responsibility, integrity, reputation, and experience;
- (d) the quality of performance by the bidder of previous contracts or services;
- (e) the bidder's previous and existing compliance with laws relating to the contract or service; and
- (f) the sufficiency of the bidder's financial resources and ability to perform the contract or provide the service.

6.14. Rejection of Bids; Nonresident Bidders. The Authority, acting through the Executive Director or his designee, may reject any and all bids opened, read, and tabulated under this policy. It will reject all bids if:

- (a) there is reason to believe collusion may have existed among the bidders;
- (b) the low bid is determined to be both mathematically and materially unbalanced;
- (c) the lowest best bid is higher than the Authority's estimate and the Authority determines that re-advertising the project for bids may result in a significantly lower low bid or that the work should be done by the Authority; or

- (d) the Board of Directors, acting on the recommendation of the Executive Director, determines, for any reason, that it is in the best interest of the Authority to reject all bids.

In accordance with Texas Government Code, Chapter 2252, Subchapter A, the Authority will not award a contract to a nonresident bidder unless the nonresident underbids the lowest best bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

No preference for local hiring will be applied to any federal-aid contracts (including invitations for bids or requests for proposal documents) and all such contracts and bid documents will contain specific provisions which state that such preferences are not applicable to contracts funded by the Federal Highway Administration.

6.15. Bid Protests.

- (a) All protests relating to advertising of bid notices, alleged improprieties or ambiguities in bid documents, deadlines, bid openings and all other bid-related procedures must be made in writing and, submitted to the Executive Director within five (5) days of the bid opening. Each protest must include the following:
 1. the name and address of the protester, and the vendor it represents, if different;
 2. the identification number, reference number, or other identifying criteria specified in the bid documents to identify the procurement in question;
 3. a statement of the grounds for protest; and
 4. all documentation supporting the protest.
- (b) A decision and response to the protest will be prepared by the Executive Director within a reasonable time after receipt of a properly prepared written protest.
- (c) Appeals of responses and decisions regarding protests must be made to the Board in writing, and must be filed with the Executive Director of the Authority, with a copy to the Chairman of the Board of Directors, within ten (10) days after the response and decision regarding the original protest are issued. Written appeals shall include all information contained in the original written protest, as well as any newly discovered documentation supporting the protest that was not reasonably available to the protester when the original protest was filed. Subject to all applicable laws governing the Authority, the decision of the Board regarding an appeal shall be final.

6.16. Contract Execution; Submission of Ancillary Items.

- (a) Within the time limit specified by the Authority, the successful bidder must execute and deliver the contract to the Authority together with all information required by the Authority relating to the Disadvantaged Business Enterprises participation to be used to achieve the contract's Disadvantaged Business Enterprises goal as specified in the bid documents and the contract.
- (b) After the Authority sends written notification of its acceptance of the successful bidder's documentation to achieve the Disadvantaged Business Enterprises goal, if any, the successful bidder must furnish to the Authority within the time limit specified by the Authority:
 1. a performance bond and a payment bond, if required and as required by Texas Government Code, Chapter 2253, with powers of attorneys attached, each in the full amount of the contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with state law; and
 2. a certificate of insurance on a form acceptable to the Authority showing coverages in accordance with contract requirements; provided, however, that a successful bidder on a routine construction contract will be required to provide the certificate of insurance prior to the date the contractor begins work as specified in the Authority's order to begin work.

6.17. Unbalanced Bids. The Authority will examine the unit bid prices of the apparent low bid for reasonable conformance with the Authority's estimated prices. The Authority will evaluate, and may reject, a bid with extreme variations from the Authority's estimate, or where obvious unbalancing of unit prices has occurred.

6.18. Bid Guaranty. Not later than seven (7) days after bids are opened, the Authority will mail the bid guaranty of all bidders to the address specified on each bidder's bid documents, except that the Authority will retain the bid guaranty of the apparent lowest best bidder, second-lowest best bidder, and third-lowest best bidder, until after the contract has been awarded, executed, and bonded. If the successful bidder (including a second-lowest best bidder or third-lowest best bidder that ultimately becomes the successful bidder due to a superior bidder's failure to comply with these rules or to execute a contract with the Authority) does not comply with Subsection 6.16 the bid guaranty will become the property of the Authority, not as a penalty but as liquidated damages, unless the bidder effects compliance within seven (7) days after the date the bidder is required to submit the bonds and insurance certificate under Subsection 6.16. A bidder who forfeits a bid guaranty will not be considered in future bids for the same work unless there has been a substantial change in the design of the project subsequent to the forfeiture of the bid guaranty and the Board of Directors, upon request made in writing by bidder and received at such time that the Board may consider the request at a regularly scheduled board meeting prior to the due date for the bids approves of the submission of a bid by the bidder.

6.19. Progress Payments; Retainage and Liquidated Damages.

- (a) In addition to other provisions required by the Authority, construction and building

contracts will provide for the Authority to make progress payments, which shall be reduced by retainage, as work progresses and is approved by the Authority.

- (b) Unless otherwise stated in the procurement, retainage shall be in the amount of five percent (5%) of the contract price until the entire work has been completed and accepted. Unless the Authority agrees otherwise in writing, retainage shall not bear interest or be segregated from other Authority funds. If the Authority agrees to segregate retainage in an interest-bearing account, the Authority may impose terms and conditions on such arrangement, including but not limited to, the following:
 - 1. retained funds must be deposited under the terms of a trust agreement with a state or national bank domiciled in Texas and approved by the Authority;
 - 2. all expenses incident to the deposit and all charges made by the escrow agent for custody of the securities and forwarding of interest shall be paid solely by the contractor;
 - 3. the Authority may, at any time and with or without reason, demand in writing that the bank return or repay, within thirty (30) days of the demand, the retainage or any investments in which it is invested; and
 - 4. any other terms and conditions prescribed by the Authority as necessary to protect the interests of the Authority.
- (c) Without limiting the Authority's right to require any other contract provisions, the Authority, at its sole discretion, may elect to require that a liquidated damages provision be made a part of any contract it enters into.

6.20. Value Engineering Change Order Process. The Authority may authorize a Value Engineering Change Order Process ("VECP") for any project through the bid documents.

SECTION 7. PROFESSIONAL SERVICES.

7.1. General. Except as otherwise permitted by Transportation Code, Chapter 370, the Authority shall procure all professional services governed by the Professional Services Procurement Act in accordance with the requirements of that Act. In the event of any conflict between these policies and procedures and the Act, the Act shall control. Where federal funds are applied to a contract, the Authority shall follow the Brooks Act, and/or other applicable federal law.

7.2. Request for Qualifications. In order to evaluate the demonstrated competence and qualifications of prospective providers of professional services, the Authority **shall solicit interest** and invite prospective providers of professional services to submit their qualifications to provide such services as specified in a Request for Qualifications ("RFQ") issued by the Authority.

7.3. Notice of RFQs.

(a) Notice of the issuance of an RFQ for **engineering and design related** professional services must provide:

- i. the contact or location from which prospective engineering and design related providers may request the RFQ;
- ii. provide a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications necessary for the services to be rendered. To the extent practicable, the scope of work should detail the purpose and description of the project, services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies;
- iii. identify the evaluation factors along with their relative weight of importance that will be used in the evaluation, ranking, and selection of providers. Evaluation factors may include, but not limited to, technical approach, work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance;
- iv. qualifications to perform the type of work requested;
- v. specify the contract type and method(s) of payment;
- vi. identify any special provisions or contract requirements associated with the solicited services; and
- vii. enough time for firms to submit a proposal.

Alternatively, the Authority may publish or otherwise distribute, in accordance with these procedures, the RFQ itself in lieu of publishing a notice of RFQ. Neither a notice of an RFQ for professional services, nor any RFQ itself shall require the submission of any specific pricing information for the specific work described in the RFQ, and may only require information necessary to demonstrate experience, qualifications, and competence of the potential provider of engineering and design related services.

(b) **The Authority does not require or accept concealed cost proposals as part of the RFQ process.**

(c) The Authority shall publish on its website all notices of the issuance of an RFQ and/or the entirety of the RFQ itself at least two (2) weeks prior to the deadline for

the responses.

- (d) The Authority may also publish notice of the issuance of an RFQ, or the content of the RFQ itself, in an issue of the *Texas Register*, or any newspaper, trade journal, or other such location as the Authority determines will enhance competition for the provision of services.
- (e) The date specified in the RFQ as the deadline for submission of responses may be extended if the Executive Director determines that the extension is in the best interest of the Authority.

7.4. EVALUATION, RANKING, AND SELECTION.

The Authority may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award based on the provider's demonstrated competence and qualifications to perform the service, including pre-certification by TxDOT; and ability to perform the services for a fair and reasonable price.

- (a) The Authority shall select qualified providers of professional services by first submitting all responses to a **selection** committee assigned by the **Executive Director** or the Board for scoring of the responses based on the criteria published in the RFQ.
- (b) **Based on the committee's review and scoring, several firms may be short-listed based on ranking for further consideration and may be required to submit supplemental information.**
- (c) After scoring, the committee shall have the option of submitting a short-list of providers to the Board or submitting all of the respondents to the Board along with the Committee's score sheets and recommendations. **The selected firms may be required to make a formal presentation before the Board of Directors if the Authority determines it is needed based on size and complexity of the project.**
- (d) After receipt and review of the scoring and recommendations, the Board **may approve the committee's ranking** or may rank the proposals and **authorize** negotiations with the top ranked respondent.

7.5. Fees and Negotiations.

- (a) The Authority shall attempt to negotiate a contract with the most highly qualified firm. If the Authority is unable to negotiate a satisfactory contract with the firm, the Authority shall formally terminate negotiations and then undertake negotiations with the next most qualified of the selected process. The Authority shall continue the process until a contract is entered into or until it determines that the services are no longer needed or cannot be procured on an economically acceptable basis.

- (b) The professional fees under the contract may be consistent with and must not be higher than the recommended practices and fees published by any applicable professional associations and which are customary in the area of the authority may not exceed any maximum provided by law. **The Authority may use TxDOT pricing guidance for comparative purposes.**
- (c) The Authority shall prepare an independent estimate breakdown of the work or labor hours, types of classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work, which shall serve as the basis for negotiation.
- (d) The Authority shall establish indirect cost rates, direct salary or wage rates, fixed fee, and other direct costs separately to ensure services are obtained at a fair and reasonable cost.
- (e) The Authority shall retain documentation of negotiation activities in accordance with retentions schedules.

7.6. **Termination of Procurement.** The Authority may terminate a procurement of professional services pursuant to this Section 7 at any time upon a determination that a continuation of the process is not in the Authority's best interest.

7.7. **Selection Disputes.**

- (a) All protests relating to RFQ notices, alleged improprieties or ambiguities in the evaluation criteria, deadlines, and all other selection-related procedures must be made in writing and, submitted to the Executive Director within five (5) days after the Board approves the top ranked respondent. Each protest must include the following:
 - i. the name and address of the protester, and the vendor it represents, if different;
 - ii. the identification number, reference number, or other identifying criteria specified in the RFQ to identify the procurement in question;
 - iii. a statement of the grounds for protest; and
 - iv. all documentation supporting the protest.
- (b) A decision and response to the protest will be prepared by the Executive Director within a reasonable time after receipt of a properly prepared written protest.

Appeals of responses and decisions regarding protests must be made to the Board in writing, and must be filed with the Executive Director of the Authority, with a copy to the Chairman of the Board of Directors, within ten (10) days after the response and decision regarding the original protest are issued. Written appeals shall include all information contained in the original written protest, as well as any newly discovered

documentation supporting the protest that was not reasonably available to the protester when the original protest was filed. Subject to all applicable laws governing the Authority, the decision of the Board regarding an appeal shall be final.

SECTION 8. GENERAL GOODS AND SERVICES.

8.1. **Approval of Board.** Every procurement of general goods and services costing more than twenty-five thousand dollars (\$25,000.00) shall require the approval of the Board, evidenced by a resolution adopted by the Board. A large procurement may not be divided into smaller lot purchases to avoid the dollar limits prescribed herein.

8.2. **Purchase Threshold Amounts.** The Authority may procure general goods and services costing twenty-five thousand dollars (\$25,000.00) or less by such method and on such terms as the Executive Director determines to be in the best interests of the Authority. General goods and services costing more than twenty-five thousand dollars (\$25,000.00) shall be procured using competitive bidding or competitive sealed proposals. A large procurement may not be divided into smaller lot purchases to avoid the dollar limits prescribed herein.

8.3. **Competitive Bidding Procedures.** Competitive bidding for general goods and services shall be conducted using the same procedures specified for the competitive bidding of construction contracts, except that:

- (a) with respect to a particular procurement, the Executive Director may waive the qualification requirements for all prospective bidders;
- (b) the Executive Director may waive the submission of payment or performance bonds (or both) and/or insurance certificates by the successful bidder if not otherwise required by law;
- (c) notice of the procurement shall be published at least two (2) weeks before the deadline for the submission of responses in the officially designated newspaper of the Authority, as well as on the Authority's website;
- (d) in addition to advertisement of the procurement as set forth in Subsection 8.3(c) above, the Authority may solicit bids by direct mail, telephone, Texas Register publication, advertising in other locations, or via the Internet. If such solicitations are made in addition to newspaper advertising, the prospective bidder may not be solicited by mail, telephone and internet or in any other manner, nor may the prospective bidder receive bid documents until such time that the advertisement has appeared on the Authority's website; and
- (e) a purchase may be proposed on a lump-sum or unit price basis. If the Authority chooses to use unit pricing in its notice, the information furnished to bidder must specify the approximate quantities estimated on the best available information, but the compensation paid the bidder must be based on the actual quantities purchased.

8.4. Award Under Competitive Bidding.

- (a) Contracts for general goods and services procured using competitive bidding shall

be awarded to the lowest best bidder based on the same criteria used in awarding construction contacts, together with the following additional criteria:

1. the quality and availability of the goods or contractual services to be provided and their adaptability to the Authority's needs and uses; and
2. the bidder's ability to provide, in timely manner, future maintenance, repair parts, and service for goods being purchased.

(b) In accordance with Texas Government Code, Chapter 2252, Subchapter A, the Authority will not award a contract to a nonresident bidder unless the nonresident underbids the lowest best bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

(c) No preference for local hiring will be applied to any federal-aid contracts (including invitations for bids or requests for proposal documents) and all such contracts and bid documents will contain specific provisions which state that such preferences are not applicable to contracts funded by the Federal Highway Administration.

8.5. Competitive Sealed Proposals.

(a) Request for Proposals. The Authority may solicit offers for provision of general goods and services by issuing a request for proposals ("RFP"). Each RFP shall contain the following information:

1. the Authority's specifications for the good or service to be procured;
2. an estimate of the various quantities and kinds of services to be performed and/or materials to be furnished;
3. a schedule of items for which unit prices are requested;
4. the time within which the contract is to be performed;
5. any special provisions and special specifications; and
6. the Authority's goals regarding the participation in the contract or in subcontracts let under the contract by Disadvantaged Business Enterprises. The Authority shall give public notice of an RFP in the manner provided for requests for competitive bids for general goods and services.

(b) Opening and Filing of Proposals; Public Inspection. The Authority shall avoid disclosing the contents of each proposal on opening the proposal and during negotiations with competing offerors. The Authority shall file each proposal in a register of proposals, which, after a contract is awarded, is open for public inspection unless the register contains information that is excepted from disclosure

as public information.

- (c) **Revision of Proposals.** After receiving a proposal but before making an award, the Authority may permit an offeror to revise its proposal to obtain the best final offer. The Authority may discuss acceptable or potentially acceptable proposals with offerors to assess an offeror's ability to meet the solicitation requirements. The Authority may not disclose information derived from proposals submitted from competing offerors. The Authority shall provide each offeror an equal opportunity to discuss and revise proposals.
- (d) **Refusal of All Proposals.** The Authority shall refuse all proposals if none of those submitted is acceptable.
- (e) **Contract Execution.** The Authority shall submit a written contract to the offeror (the "first-choice candidate") whose proposal is the most advantageous to the Authority, considering price and the evaluation factors in the RFP. The terms of the contract shall incorporate the terms set forth in the RFP and the proposal submitted by the first choice candidate, but if the proposal conflicts with the RFP, the RFP shall control unless the Authority elects otherwise. If the Authority and the first choice candidate cannot agree on the terms of a contract, the Authority may elect not to contract with the first choice candidate, and at the exclusive option of the Authority, may submit a contract to the offeror ("second-choice candidate") whose proposal is the next most favorable to the Authority. If agreement is not reached with the second choice candidate, the process may be continued with other offerors in like manner, but the Authority shall have no obligation to submit a contract to the next highest-ranked offeror if the Authority determines at any time during the process that none of the remaining proposals is acceptable or otherwise within the best interest of the Authority.

8.6. **Proprietary Purchases.** If the Executive Director finds that the Authority's requirements for the procurement of a general good or service describe a product that is proprietary to one (1) vendor and do not permit an equivalent product to be supplied, the Authority may solicit a bid for the general good or service solely from the proprietary vendor, without using the competitive bidding or competitive proposal procedures. The Executive Director shall justify in writing the Authority's requirements and shall submit the written justification to the Board. The written justification must (1) explain the need for the specifications; (2) state the reason competing products are not satisfactory; and (3) provide other information requested by the Board.

SECTION 9. CONSULTING SERVICES.

9.1. **Contracting for Consulting Services.** The Authority may contract for consulting services if the Executive Director reasonably determines that the Authority cannot adequately perform the services with its own personnel.

9.2. **Selection Criteria.** The Authority shall base its selection on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services.

9.3. **Contract Amounts.** The Authority may procure consulting services anticipated to cost no more than twenty-five thousand dollars (\$25,000.00) by such method and on such terms as the

Executive Director determines to be in the best interests of the Authority. Without limiting the foregoing, the Executive Director may procure consulting services anticipated to cost no more than twenty-five thousand dollars (\$25,000.00) pursuant to a "single-source contract," if the Executive Director determines that only one (1) prospective consultant possesses the demonstrated competence, knowledge, and qualifications to provide the services required by the Authority at a reasonable fee and within the time limitations required by the Authority. Consulting services anticipated to cost more than twenty-five thousand dollars (\$25,000.00) shall be procured by the Authority's issuance of either a Request for Qualifications ("RFQ") or a Request for Proposals ("RFP") as the Authority deems appropriate.

9.4. Request for Qualifications. Each RFQ prepared by the Authority shall invite prospective consultants to submit their qualifications to provide such services as specified in the RFQ. Each RFQ shall describe the services required by the Authority the criteria used to evaluate proposals, and the relative weight given to the criteria. In procuring consulting services through issuance of an RFQ, the Authority shall follow the notices set forth in Section 7 of these policies for the procurement of professional services.

9.5. Request for Proposals. Each RFP shall contain the following information:

- (a) the Authority's specifications for the service to be procured;
- (b) an estimate of the various quantities and kinds of services to be performed;
- (c) a schedule of items for which unit prices are requested;
- (d) the time within which the contract is to be performed;
- (e) any special provisions and special specifications; and
- (f) the Authority's goals regarding the participation in the contract or in subcontracts let under the contract by DBEs. The Authority shall give public notice of an RFP in the manner provided for requests for competitive bids for general goods and services.

In procuring consulting services through issuance of an RFP, the Authority shall follow the notices set forth in Section 8 of these policies for the procurement of general goods and services.

9.6. Notice of RFQs and RFPs.

- (a) Notice of the issuance of an RFQ or RFP must provide (1) the date, time, and place where responses to the RFQ or RFP will be opened, (2) the address and telephone number from which prospective proposers may request the RFQ or RFP, and (3) a general description of the type of services being sought by the Authority. Alternatively, the Authority may publish and otherwise distribute, in accordance with these procedures, the RFQ or RFP itself in lieu of publishing a notice of issuance of an RFQ or RFP.
- (b) The Authority shall publish the notice of issuance of an RFQ or RFP on its website and shall either (1) publish notice of the issuance of an RFQ or RFP, or the content

of the RFQ or RFP itself, in an issue of the *Texas Register*, or (2) publish in the officially designated newspaper of the Authority notice of the issuance of an RFQ or RFP, or the content of the RFQ or RFP itself, once at least two (2) weeks before deadline for the submission for responses in the officially designated newspaper of the Authority.

- (c) The Authority may, but shall not be required to, solicit responses to an RFQ or RFP by direct mail, telephone, advertising in trade journals or other locations, or via the internet. With regard to RFPs, if such solicitations are made in addition to the required publications, the prospective bidder may not be solicited by mail, telephone or Internet or in any other manner, nor may the prospective bidder receive bid documents until such time that notice of the RFP has been made available on the Authority's website.
- (d) The date specified in the RFQ or RFP as the deadline for submission of responses may be extended if the Executive Director determines that the extension is in the best interest of the Authority.

9.7. Opening and Filing of Responses; Public Inspection. The Authority shall avoid disclosing the contents of each response to an RFQ on opening the response and during negotiations with competing respondents. The Authority shall file each response in a register of responses, which, after a contract is awarded, is open for public inspection unless the register contains information that is excepted from disclosure as an open record.

9.8. Contract Negotiation and Execution.

- (a) With regard to consulting services procured through issuance of an RFQ, the Authority shall submit a written contract to the respondent (the "first choice candidate") whose response best satisfies the Authority's selection criteria. If the Authority and the first choice candidate cannot agree on the terms of a contract, the Authority may terminate negotiations with the first choice candidate, and, at the exclusive option of the Authority, the Authority may enter into contract negotiations with the respondent ("second choice candidate") whose response is the next most favorable to the Authority. If agreement is not reached with the second choice candidate, the process may be continued with other respondents in like manner, but the Authority shall have no obligation to submit a contract to the next highest-ranked respondent if the Authority determines that none of the remaining responses is acceptable or that continuing with the procurement is not within the best interest of the Authority.
- (b) With regard to consulting services procured through issuance of an RFP, the Authority shall submit a written contract to the offeror (the "first choice candidate") whose proposal is most advantageous to the Authority, considering price and the evaluation factors in the RFP. The terms of the contract shall incorporate the terms set forth in the RFP and the proposal submitted by the first choice candidate, but if the proposal conflicts with the RFP, the RFP shall control unless the Authority elects otherwise. If the Authority and the first choice candidate cannot agree on the terms of a contract, the Authority may elect not to contract with the first choice

candidate, and at the exclusive option of the Authority, may submit a contract to the offeror (the "second choice candidate") whose proposal is the next most favorable to the Authority. If agreement is not reached with the second choice candidate, the process may be continued with other offerors in like manner, but the Authority shall have no obligation to submit a contract to the next highest-ranked offeror if the Authority determines at any time during the process that none of the remaining proposals is acceptable or otherwise in the best interest of the Authority.

9.9. Single-Source Contracts. If the Executive Director determines that only one (1) prospective consultant possesses the demonstrated competence, knowledge, and qualifications to provide the services required by the Authority at a reasonable fee and within the time limitations required by the Authority, consulting services from that consultant may be procured without issuing an RFQ or RFP. Provided, however, that the Executive Director shall justify in writing the basis for classifying the consultant as a single-source and shall submit the written justification to the Board. The justification shall be submitted for Board consideration prior to contracting with the consultant if the anticipated cost of the services exceeds twenty-five thousand dollars (\$25,000.00). If the anticipated cost of services is less than twenty-five thousand dollars (\$25,000.00), the Executive Director, with the prior approval of the Executive Committee, may enter into a contract for services and shall submit the justification to the Board at its next regularly scheduled board meeting.

9.10. Prior Employees. Except as otherwise provided by state or federal law or for those employment positions identified in a resolution of the Board, nothing shall prohibit the Authority from procuring consulting services from an individual who has previously been employed by the Authority or by any other political subdivision of the state or by any state agency; provided, that if a prospective consultant has been employed by the Authority, another political subdivision, or a state agency at any time during the two (2) years preceding, the making of an offer to provide consulting services to the Authority, the prospective consultant shall disclose in writing to the Authority the nature of his or her previous employment with the Authority, other political subdivision, or state agency; the date such employment was terminated; and his or her annual rate of compensation for the employment at the time of termination.

9.11. Mixed Contracts. This Section 9 applies to a contract that involves both consulting and other services if the primary objective of the contract is the acquisition of consulting services.

SECTION 10. COMPREHENSIVE DEVELOPMENT AGREEMENTS.

10.1. Comprehensive Development Agreements Allowed. If specifically authorized by an applicable statute, the Authority may enter into a comprehensive development agreement ("CDA") with a private entity to construct, maintain, repair, operate, extend, or expand a Transportation Project. A CDA shall, at a minimum, provide for the design and construction of a Transportation Project, and may also provide for the financing, acquisition, maintenance, or operation of a Transportation Project. The Authority is also allowed to negotiate provisions relating to professional and consulting services provided in connection with a CDA.

10.2. Competitive Procurement Process For CDA. The Authority may either accept unsolicited proposals relating to a CDA or solicit proposals relating to a CDA in accordance with this Section 10. The competitive bidding requirements for highway projects as specified under Chapter 223,

Texas Transportation Code, and the Texas Professional Services Procurement Act do not apply to a CDA. The CDA procurement process may also provide for the submission of alternative technical concepts and value added concepts from proposers.

10.3. Unsolicited Proposals.

- (a) The Authority may accept unsolicited proposals for a project proposer to be developed through a CDA. An unsolicited proposal must be filed with the Authority and be accompanied by a \$20,000.00 non-refundable review fee. An unsolicited proposal must include the following information:
 1. the proposed Transportation Project location, scope, and limits;
 2. information regarding the proposing entity's qualifications, experience, technical competence, and capability to develop the project;
 3. a proposed financial plan for the proposed project that includes, at a minimum (A) projected project costs, and (B) proposed sources of funds; and
 4. the identity of any member of, or proposed subconsultant for, the proposing entity or team who is also performing work, directly or as a subconsultant, for the Authority.
- (b) Unsolicited proposals shall be reviewed by the Authority staff and/or consultants. The staff/consultants may request additional information from the proposer. Based on its review, the staff will make an initial recommendation to the Board (or a designated committee thereof) as to whether the Authority should authorize further evaluation of the unsolicited proposal.
- (c) If the Authority authorizes further evaluation of an unsolicited proposal, then the Authority shall publish a request for qualifications (RFQ) in accordance with the requirements of Section 10.4. Evaluation of proposals submitted in response to RFQs shall occur in accordance with the provisions of Section 10.5.

10.4. Authority Solicitation of Proposals and Competing Proposals; Requests for Qualifications. The Authority may solicit proposals or competing proposals by issuing an RFQ relating to a CDA project. The Authority shall publish an RFQ (or a notice of availability of an RFQ) in the *Texas Register* and post it on the Authority's website.

- (a) An RFQ issued by the Authority shall include the following information:
 1. a description of the project;
 2. criteria used to evaluate the proposals;
 3. the relative weight given to the criteria; and
 4. the deadline by which proposals must be received by the Authority.

(b) A proposal submitted in response to an RFQ issued under this Section 10.4, or a competing proposal submitted in response to an RFQ issued under Section 10.3(c) above, must include, at a minimum, the following:

1. information regarding the proposer's qualifications, experience, technical competence, and capability to develop the project;
2. in the case of a competing proposal submitted in response to an RFQ published by the Authority after receipt of an unsolicited proposal, a proposed financial plan for the proposed project that includes, at a minimum, (A) projected project costs, and (B) proposed sources of funds;
3. such additional information that the Authority requests within the RFQ;
4. the identity of any member of, or proposed subconsultant for, the proposing entity or team who is also performing work, directly or as a subconsultant, for the Authority; and
5. in the case of a competing proposal submitted in response to an RFQ published by the Authority after receipt of an unsolicited proposal, a \$20,000.00 non-refundable proposal review fee.

(c) The Authority may withdraw an RFQ at any time, and may then publish a new RFQ in accordance with this Section 10.4.

10.5. Evaluation of Proposals Submitted in Response to a Request For Qualifications.

- (a) The Authority shall review responses to an RFQ submitted in accordance with Section 9.4 based on the criteria described in the RFQ. The Authority shall evaluate all proposals received, and shall determine which proposers will qualify to submit detailed proposals in accordance with the requirements of Section 10.6: The Authority may include an interview as part of its evaluation process.
- (b) The Authority must qualify at least two (2) private entities to submit detailed proposals in accordance with the procedures under Section 10.6, unless the Authority does not receive more than one (1) proposal in response to an RFQ. If only one (1) entity responds to an RFQ (or no entity submits a response to an RFQ issued after receipt of an unsolicited proposal) the Authority may request a detailed proposal from, and may attempt to negotiate a CDA with, the sole proposer.

10.6. Requests For Detailed Proposals.

- (a) The Authority shall issue a request for detailed proposals ("RFDP") from all proposers qualified in accordance with Section 10.5 above. The Authority shall mail an RFDP directly to the proposer's main address as designated in the response to the RFQ, and such RFDP must contain the following information:
 1. Detailed instructions for preparing the technical proposal and the items to be included, including the criteria which will be used to evaluate the detailed proposals;

2. The relative weight given to the technical and pricing proposals and the criteria for evaluating and ranking them;
3. The process for submission of ATCs and/or VACs and the manner in which they will be considered in the evaluation and scoring process; and
4. The deadline by which the proposals must be received.

(b) An RFDP under this Section 10.6 shall require proposers to submit a sealed technical proposal and a separate sealed cost proposal relating to the following:

1. the proposer's qualifications and demonstrated technical competence;
2. the feasibility of developing the project as proposed;
3. detailed engineering or architectural designs;
4. the proposer's ability to meet schedules;
5. costing methodology; and
6. any other information the Authority considers relevant or necessary to fully assess the project.

(c) The Authority may withdraw an RFDP at any time prior to the submission deadline for detailed proposals. In such event the Authority shall have no liability to the entities chosen to submit detailed proposals.

(d) In developing and preparing to issue an RFDP in accordance with Section 10.6(a), the Authority may solicit input from entities qualified under Section 10.5 or any other person.

(e) After the Authority has issued an RFDP under Section 10.6(a), the Authority may solicit input from the proposers regarding ATCs and/or VACs.

10.7. Evaluation and Ranking of Detailed CDA Proposals. The Authority shall first open, evaluate, and score each technical proposal based on criteria set forth in the RDfp. The Authority shall subsequently open, evaluate, and score each cost proposal based on criteria set forth in the RfpD. Based on the weighting of technical and cost proposals described in the RFDP, the Authority shall then identify the proposer whose proposal offers the best value to the Authority. The Authority may interview the proposers as part of the evaluation process.

10.8. Post-Submissions Discussions.

(a) After the Authority has evaluated and ranked the detailed proposals in accordance with Section 10.7, the Authority may enter into discussions with the proposer whose proposal offers the apparent best value provided that the discussions must be limited to incorporation of aspects of other detailed proposals for the purpose of achieving the overall best value for the Authority, clarifications and minor adjustments in scheduling, cash flow, similar items, and other matters that have

arisen since the submission of the detailed proposal.

- (b) If at any point in discussions under Subsection 10.8(a) above, it appears to the Authority that the highest-ranking proposal will not provide the Authority with the overall best value, the Authority may enter into discussions with the proposer submitting the next-highest ranking proposal.
- (c) If, after receipt of detailed proposals, the Authority determines that development of a project through a CDA is not in the best interest of the Authority, or the Authority determines for any other reason that it does not desire to continue the procurement, the Authority may terminate the process and, in such event, it shall not be required to negotiate a CDA with any of the proposers.

10.9. Negotiations for CDA. Subsequent to the discussions conducted pursuant to Section 10.8 and provided the Authority has not terminated or withdrawn the procurement, the Authority and the highest-ranking proposer shall attempt to negotiate the specific terms of a CDA.

- (a) The Authority shall prescribe the general form of the CDA and may include any matter therein considered advantageous to the Authority.
- (b) The Authority may establish a deadline for the completion of negotiations for a CDA. If an agreement has not been executed within that time, the Authority may terminate the negotiations, or, at its discretion, may extend the time for negotiating an agreement.
- (c) In the event an agreement is not negotiated within the time specified by the Authority, or if the parties otherwise agree to cease negotiations, the Authority may commence negotiations with the second-ranked proposer or it may terminate the process of pursuing a CDA for the project which is the subject of the procurement process.
- (d) Notwithstanding the foregoing, the Authority may terminate the procurement process, including the negotiations for a CDA, at any time upon a determination that continuation of the process or development of a project through a CDA is not in the Authority's best interest. In such event, the Authority shall have no liability to any proposer beyond the payment provided for under Section 10.12 if detailed proposals have been submitted to the Authority.

10.10. CDA Projects with Private Equity Investment.

- (a) If a project to be developed through a CDA involves an equity investment by the proposer, the terms to be negotiated by the Authority and the proposer may include, but shall not be limited to:
 1. methods to determine the applicable cost, profit, and project distribution between the proposer and the Authority;
 2. reasonable methods to determine and clarify toll rates or user fees;
 3. acceptable safety and policing standards; and

4. other applicable professional, consulting, construction, operational and maintenance standards, expenses and costs.

(b) The Authority may only enter into a CDA with private equity investment if the project which is the subject of the CDA is identified in TxDOT's unified transportation program or is located on a transportation corridor identified in a statewide transportation plan.

(c) The Authority may not incur a financial obligation for a private entity that constructs, maintains, or operates a Transportation Project. A CDA must include a provision authorizing the Authority to purchase the interest of a private equity investor in a Transportation Project.

10.11. Authority Property Subject to a CDA. A Transportation Project (excluding a public utility facility) that is the subject of a CDA is public property and belongs to the Authority, provided that the Authority may lease rights-of-ways, grant easements, issue franchises, licenses, permits or any other lawful form of use to enable a private entity to construct, operate, and maintain a Transportation Project, including supplemental facilities. At the termination of any such agreement, the Transportation Project shall be returned to the Authority in a state of maintenance deemed adequate by the Authority and at no additional cost to the Authority.

10.12. Payment For Submission of Detailed CDA Proposals.

(a) The Authority may pay an unsuccessful proposer that submits a detailed proposal in response to an RFDP under Section 10.6 a stipulated amount of the final contract price for any costs incurred in preparing that detailed proposal. Such amount may not exceed the lesser of the amount identified in the RFDP or the value of any work product contained in the proposal that can, as determined by the Authority, be used by the Authority in the performance of its functions. Use by the Authority of any design element contained in an unsuccessful detailed proposal is at the sole risk and discretion of the Authority and does not confer liability on the recipient of the stipulated amount under this Section.

(b) After payment of the stipulated amount, if any, the Authority shall own the exclusive rights to, and may make use of, any work product contained in the detailed proposal, including technologies, techniques, methods, processes, and information contained in the project design. In addition, the work product contained in the proposal becomes the property of the Authority.

10.13. Confidentiality of Negotiations for CDAs. The Authority shall use its best efforts to protect the confidentiality of information generated and/or submitted in connection with the process for entering into a CDA to the extent permitted by Transportation Code §370.307. The Authority shall notify any proposer whose information is submitted in connection with the process for entering into a CDA is the subject of a Public Information Act request received by the Authority.

10.14. Performance and Payment Security.

(a) The Authority shall require any private entity entering onto a CDA to provide a

performance and payment bond or an alternative form of security in an amount sufficient to insure the proper performance of the agreement and protect the Authority and payment bond beneficiaries who have a direct contractual relationship with the private entity or a subcontractor of the private entity to supply labor or material. A performance or payment bond or alternative form of security shall be in an amount equal to the cost of constructing or maintaining the project, provided that if the Authority determines that it is impracticable for a private entity to provide security in such amount, the Authority shall set the amount of the bond or alternative form of security.

- (b) An alternative form of security may not be utilized unless requested by the private entity proposing to enter into a CDA. Such request shall include an explanation as to why an alternative form of security is appropriate, the form of alternative security to be utilized, and the benefits and protections provided to the Authority through use of the requested form of alternative security. A decision on whether to accept alternative forms of security, in whole or in part, shall be at the sole discretion of the Authority.
- (c) A payment or performance bond or alternative form of security is not required for that portion of a CDA that includes only design or planning services, the performance of preliminary studies, or the acquisition of real property.
- (d) In no event may the amount of the payment security be less than the performance security.
- (e) Alternative forms of security may be permitted or required in the following forms:
 1. a cashier's check drawn on a financial entity specified by the Authority;
 2. a U.S. Bond or Note;
 3. an irrevocable bank letter of credit; or
 4. any other form of security determined suitable by the Authority.

10.15. Legal Sufficiency Review. The Authority may require a private entity engaged in post-submission discussions or negotiations with the Authority concerning a proposed CDA to pay for or reimburse the Authority for an examination fee assessed in connection with the legal sufficiency review by the Texas Attorney General required by Section 371.051 of the Texas Transportation Code. The Authority may elect to make the cost of the examination fee non-refundable in the event that the CDA is not executed.

SECTION 11. DESIGN BUILD AND DESIGN BUILD FINANCE AGREEMENTS.

11.1. Design-Build and Design-Build-Finance Agreements Allowed. The Authority may use the design-build or design-build-finance method to procure the design, construction, financing, expansion, extension, related capital maintenance, rehabilitation, alteration, or repair of a Transportation Project. The Authority may not, however, enter into more than two (2) design-build or design-build-finance agreements in any fiscal year.

11.2. Competitive Procurement Process For Design-Build and Design-Build-Finance Agreements. The Authority must solicit proposals for a design-build or design-build-finance agreement in accordance with this Section 11. The Professional Services Procurement Act does not apply to a design-build or design-build-finance agreement. The design-build or design-build-finance procurement process may also provide for the submission of alternative technical concepts (“ATCs”) and value added concepts (“VACs”) from proposers.

11.3. Use of Engineer and Other Professional Services. The Authority must select or designate an engineer or a qualified engineering firm that is independent of the design-build contractor to act as the Authority’s representative during the procurement of a design-build or design-build-finance agreement. The engineer representative may be an engineer that is an employee of the Authority; the Authority’s general engineering consultant, if any; or a qualified engineer or engineering firm hired by the Authority pursuant to the Professional Services Procurement Act. Additionally, the Authority must provide for (through existing engineering resources), or contract for, inspection services, construction materials engineering and testing, and verification testing services independent of the design build contractor. Any engineer or firm selected pursuant to this Section 11.3 must be selected in accordance with the Professional Services Procurement Act and this Policy.

11.4. Requests for Qualifications. The Authority must solicit proposals for a design-build or design-build-finance agreement by issuing a Request for Qualifications (“RFQ”). The Authority shall publish the RFQ (or notice of availability of the RFQ) in the *Texas Register* and post it on the Authority’s website.

- (a) An RFQ issued by the Authority shall include the following information: (1) information regarding the proposed project’s location, scope, and limits; (2) information regarding funding that may be available for the project and a description of the financing to be requested from the design-build contractor, as applicable; (3) the criteria that will be used to evaluate the proposals, which must include the proposer’s qualifications, experience, technical competence, and ability to develop the project; (4) the relative weight given to the criteria; and (5) the deadline by which proposals must be received by the Authority.
- (b) The Authority may withdraw an RFQ at any time, and may then publish a new RFQ in accordance with this Section 11.4.

11.5. Evaluation of Proposals Submitted in Response to a Request For Qualifications.

- (a) The Authority shall review responses to an RFQ submitted in accordance with Section 11.4 based on the criteria described in the RFQ. The Authority shall evaluate all proposals received, and shall determine which proposers qualify to submit detailed proposals in accordance with the requirements of Section 11.6. The Authority may include an interview as part of its evaluation process.
- (b) The Authority must qualify at least two (2) but no more than five (5) private entities to submit detailed proposals in accordance with the procedures under Section 11.6, unless the Authority does not receive more than one (1) proposal in response to an RFQ. If only one (1) entity responds to an RFQ the Authority shall terminate the

procurement process.

11.6. Requests for Detailed Proposals.

- (a) The Authority shall issue a request for detailed proposals (“RFDP”) to all proposers qualified or short-listed in accordance with Section 11.5 above. The Authority shall provide an RFDP directly to the proposer, and such RFDP must contain the following information: (1) information on the overall project goals; (2) the Authority’s cost estimates for the design-build portion of the work; (3) materials specifications; (4) special material requirements; (5) a schematic design approximately thirty percent (30%) complete; (6) known utilities; (7) quality assurance and quality control requirements; (8) the location of relevant structures; (9) notice of the Authority rules or goals related to awarding of contracts to disadvantaged businesses; (10) available geotechnical or other detailed instructions for preparing the information related to the project; (11) the status of the environmental review process; (12) detailed instructions for preparing the technical proposal, including a description of the form and level of completeness of drawings expected; (13) the relative weighting of the technical and cost proposals and the formula by which the proposals will be evaluated and ranked; (14) the criteria and weighting for each element of the technical proposal; (15) any risks or costs to be assumed by the design-build contractor and associated with scope changes and modifications, unknown or differing site conditions, environmental clearance and other regulatory permitting, and natural disasters and other force majeure events; (16) a general form of the design-build or design-build-finance agreement; and (17) the deadline by which proposals must be received, which shall be no more than one hundred eighty (180) days after the issuance of the final RFDP.
- (b) An RFDP under this Section 11.6 shall require proposers to submit a sealed technical proposal and a separate sealed cost proposal. The cost proposal shall be weighted at least seventy percent (70%) in the formula for evaluating and ranking proposals. A technical proposal under this Section 11.6 must address the following: (1) the proposer’s qualifications and demonstrated technical competence (exclusive of information included in the proposer’s response to the RFQ); (2) the feasibility of developing the project as proposed, including identification of anticipated problems and proposed solutions, the ability of the proposer to meet deadlines, and the conceptual engineering design proposed. A cost proposal under this Section 11.6 must include: (1) the cost of delivering the project; (2) the estimated number of days required to complete the project; and (3) any terms for financing for the project that the proposer plans to provide.
- (c) The Authority may withdraw an RFDP at any time prior to the submission deadline for detailed proposals. In such event the Authority shall have no liability to the entities chosen to submit detailed proposals.
- (d) In developing and preparing to issue an RFDP in accordance with Section 11.6(a), the Authority may solicit input from entities qualified under Section 11.5 or any other person.

- (e) If the Authority provides for the submission of ATCs and/or VACs, the Authority shall establish a process for submission and review of ATCs and/or VACs prior to submission of a technical proposal. Only those ATCs and/or VACs approved by the Authority may be included in an entity's technical proposal. The Authority shall notify a proposer whether its ATCs and/or VACs are approved for inclusion in the technical proposal.
- (f) The Authority may conduct meetings with or interview proposers submitting a response to an RFDP.

11.7. Evaluation and Ranking of Detailed Design-Build and Design-Build-Finance Proposals. The Authority shall first open evaluate, and score each responsive technical proposal based on criteria set forth in the RFDP. The Authority shall subsequently open, evaluate, and score each cost proposal based on criteria set forth in the RFDP. The Authority shall then rank the proposers in accordance with the formula provided in the RFDP.

11.8. Unapproved Changes to Team. The Authority may reject as nonresponsive a proposal that makes a significant change to the composition of the proposer's design-build team as initially submitted that was not approved by the Authority.

11.9. Contract Negotiations.

- (a) After the Authority has evaluated and ranked the detailed proposals in accordance with Section 11.7, the Authority shall first attempt to negotiate a contract with the highest-ranked proposer. If the Authority is unable to negotiate a satisfactory contract with the highest-ranked proposer, the Authority shall, formally and in writing, end negotiations with that proposer and proceed to negotiate with the next proposer in the order of the selection ranking until a contract is reached or negotiations with all ranked proposers end.
- (b) If the RFDP provides for payment of a stipend to unsuccessful proposers, the Authority may include in the negotiations ATCs and/or VACs approved for inclusion in RFDP responses of other proposers.
- (c) The Authority may establish a deadline for the completion of negotiations for a design-build or design-build-finance agreement. If an agreement has not been executed within that time, the Authority may terminate the negotiations, or, at its discretion, may extend the time for negotiating an agreement.
- (d) In the event an agreement is not negotiated within the time specified by the Authority, or if the parties otherwise agree to cease negotiations, the Authority may commence negotiations with the second-ranked proposer or it may terminate the process of pursuing a design-build or design build-finance agreement for the project which is the subject of the procurement process.
- (e) Notwithstanding the foregoing, the Authority may terminate the procurement process at any time upon a determination that continuation of the process or development of a project through a design-build or design-build-finance agreement is not in the Authority's best interest. In such event, the Authority shall have no

liability to any proposer beyond the payment provided for under Section 11.9 if detailed proposals have been submitted to the Authority.

11.10. Payment for Submission of Detailed Design-Build or Design-Build-Finance Proposals.

- (a) Pursuant to the provisions of an RFDP, the Authority shall pay an unsuccessful proposer that submits a detailed proposal in response to an RFDP a stipend for work product contained in the proposal. The stipend must be specified in the RFDP and must be at least two-tenths of one percent (.002) of the contract amount, provided that the stipend shall not exceed the value of the work product contained in the proposal to the Authority.
- (b) After payment of the stipend, the Authority may make use of, any work product contained in the detailed proposal, including techniques, methods, processes, and information contained in the proposal. In addition, the work product contained in the proposal becomes the property of the Authority.

11.11. Confidentiality of Negotiations for Design-Build and Design-Build-Finance Agreements.
The Authority shall use its best efforts to protect the confidentiality of information generated and/or submitted in connection with the process for entering into a design-build or design-build-finance agreement to the extent permitted by law. The Authority shall notify any proposer whose information submitted in connection with the process for entering into a design-build or design-build-finance agreement is the subject of a Public Information Act request received by the Authority.

11.12. Performance and Payment Security.

- (a) The Authority shall require a design-build contractor to provide a performance and payment bond, an alternative form of security, or a combination of a performance and payment bond and alternative security in an amount equal to the cost of constructing or maintaining the project. If, however, the Authority determines that it is impracticable for a private entity to provide security in such amount, the Authority shall set the amount of the bond or alternative form of security.
- (b) A payment or performance bond or alternative form of security is not required for that portion of a design-build or design-build-finance agreement that includes only design services only.
- (c) Alternative forms of security may be permitted or required in the following forms: (1) a cashier's check drawn on a financial entity specified by the Authority; (2) a U.S. Bond or Note; (3) an irrevocable bank letter of credit drawn from a federal or Texas chartered bank; or (4) any other form of security determined suitable by the Authority.

SECTION 12. PARTICIPATION IN STATE AND COOPERATIVE PURCHASE PROGRAMS; INTERGOVERNMENTAL AGREEMENTS

12.1. Voluntary GSC Program. Pursuant to and in accordance with §2155.204 of the Government Code and Subchapter D, Chapter 271 of the Local Government Code, the Authority may request the Texas Building and Procurement Commission ("TBPC") to allow the Authority to participate on a voluntary basis in the program established by TBPC by which the TBPC performs purchasing services for local governments.

12.2. Catalog Purchase of Automated Information Systems. Pursuant to and in accordance with § 2157.067 of the Government Code, the Authority may utilize the catalogue purchasing procedure established by the TBPC with respect to the purchase of automated information systems.

12.3. Cooperative Purchases. Pursuant to and in accordance with Subchapter F, Chapter 271 of the Local Government Code, the Authority may participate in one (1) or more cooperative purchasing programs with local governments or local cooperative programs.

12.4. Interlocal Agreements. Subject to limitations imposed by State law, the Authority may enter into inter-local agreements with TxDOT, Hidalgo County, and other governmental entities to procure goods and services from or through them and/or utilize their established certifications and registries.

12.5. Effect of Procurements Under Section 11. Purchases made through the TBPC, a cooperative program or by interlocal agreement shall be deemed to have satisfied the procurement requirements of the policy and shall be exempted from the procurement requirements contained in this policy.

SECTION 13. EMERGENCY PROCUREMENTS

13.1. Emergency Procurement Procedures. The Authority may employ alternate procedures for the expedited award of construction contracts and to procure goods and services to meet emergency conditions in which essential corrective or preventive action would be unreasonably hampered or delayed by compliance with the foregoing rules. Types of work which may qualify for emergency contracts include, but are not limited to, emergency repair or reconstruction of streets, roads, highways, buildings, facilities, bridges, toll collection systems and other Authority property; clearing debris or deposits from the roadway or in drainage courses within the right of way; removal of hazardous materials; restoration of stream channels outside the right of way in certain conditions; temporary traffic operations; and mowing to eliminate safety hazards.

- (a) Before a contract is awarded under this Section, the Executive Director or his designee must certify in writing the fact and nature of the emergency giving rise to the award.
- (b) To be eligible to bid on an emergency construction and building projects, a contractor must be qualified to bid on TxDOT construction or maintenance contracts or be pre-qualified by the Authority to bid on Authority construction or building contracts.
- (c) A bidder need not be qualified or pre-qualified by the Authority to be eligible to bid on emergency non-construction or non-building projects.

(d) After an emergency is certified, if there are three (3) or more firms qualified to bid on the contract as reflected by the Authority's files, the Authority will send bid documents for the work to at least three (3) qualified contractors. The Authority will notify recipients of the bid documents of the date and time by which the bids must be submitted and when the bids will be opened, read, and tabulated. The Authority will also notify the recipients of any expedited schedule and information required for the execution of the contract. Bids will be opened, read, and tabulated, and the contract will be awarded, in the manner provided in the other subsections of this policy as required to procure construction or goods and services, as the case may be.

SECTION 14. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY.

14.1. Sale by Bid or Auction. The Authority may periodically sell the Authority's salvage or surplus property by competitive bid or auction. Salvage or surplus property may be offered as individual items or in lots at the Authority's discretion.

14.2. Trade-In for New Property. Notwithstanding Subsection 14.1, the Authority may offer salvage or surplus property as a trade-in for new property of the same general type if the Executive Director considers that action to be in the best interests of the Authority.

14.3. Heavy Equipment. If the salvage or surplus property is earth-moving, material-handling, road maintenance, or construction equipment, the Authority may exercise a repurchase option in a contract in disposing of such types of property. The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under Subsection 14.1.

14.4. Sale to State, Counties, etc. Notwithstanding Subsection 14.1 above, competitive bidding or an auction is not necessary if the purchaser is the State or a county, municipality, or other political subdivision of the State. The Authority may accept an offer made by the State or a county, municipality, or other political subdivision of the State before offering the salvage or surplus property for sale at auction or by competitive bidding.

14.5. Failure to Attract Bids. If the Authority undertakes to sell property under Subsection 14.1 and is unable to do so because no bids are made for the property, the Executive Director may order such property to be destroyed or otherwise disposed of as worthless. Alternatively, the Executive Director may cause the Authority to dispose of such property by donating it to a civic, educational or charitable organization located in the State.

14.6. Terms of Sale. All salvage or surplus property sold or otherwise disposed of by the Authority shall be conveyed on an "AS IS, WHERE IS" basis. The location, frequency, payment terms, inspection rights, and all other terms of sale shall be determined by the Authority in its sole and absolute discretion.

14.7. Rejection of Offers. The Authority or its designated representative conducting a sale of salvage or surplus property may reject any offer to purchase such property if the Executive Director or the Authority's designated representative finds the rejection to be in the best interests of the Authority.

14.8. Public Notices of Sale. The Authority shall publish the address and telephone number from which prospective consultants may request information concerning an upcoming sale in at least two (2) issues of the officially designated newspaper of the Authority, or any other newspaper of general circulation in each county of the Authority, and the Authority may, but shall not be required to, provide additional notices of a sale by direct mail, telephone, or via the internet.

* * *

Schedule 2.4(a)

FORM CIQ CONFLICTS OF INTEREST QUESTIONNAIRE

FOR VENDOR AND OTHER PERSONS DOING BUSINESS WITH LOCAL GOVERNMENTAL ENTITY

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

Signature of vendor doing business with the governmental entity

Date

Schedule 2.4(b)
FORM CIS LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or other business relationship with person named in item 3

5 List gifts accepted by the local government officer and any family member, excluding gifts described by Section 176.003(a-1), if aggregate value of the gifts accepted from person named in item 3 exceed \$250 during the 12-month period described by Section 176.003(a)(2)(B)

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a), Local Government Code.

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

SCHEDULE 3

MEMORANDUM OF UNDERSTANDING REGARDING THE ADOPTION OF THE TEXAS
DEPARTMENT OF TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS
ENTERPRISE PROGRAM

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2008 - 1

ENTERING INTO A REVISED MEMORANDUM OF UNDERSTANDING
WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (“TXDOT”)
PROVIDING FOR THE ADOPTION OF TXDOT’S DISADVANTAGED
BUSINESS ENTERPRISE PROGRAM

THIS RESOLUTION is adopted this 13th day of February, 2008 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, from time to time the Authority anticipates receiving federal funds from the Federal Highway Administration (“FHWA”) through the Texas Department of Transportation (“TxDOT”) to assist the Authority with the construction of turnpike projects; and

WHEREAS, the Authority, as a sub-recipient of federal funds, is required by 49 CFR 26, to implement a program for disadvantaged business enterprises (“DBEs”), as defined by 49 CFR 26 (“DBE Program”); and

WHEREAS, TxDOT has implemented a DBE Program that is approved by the FHWA pursuant to 49 CFR part 26 and on August 9, 2007, the Authority approved a Memorandum of Agreement with TxDOT authorizing the adoption by the Authority of TxDOT’s DBE Program as its own (the “MOU”);

WHEREAS, TxDOT has revised the MOU and requested that the Authority enter into the revised agreement (the “Revised MOU”) in order to participate in TxDOT’s DBE Program;

WHEREAS, the Authority finds it appropriate to enter into the Revised MOU with TxDOT to memorialize such obligations, expectations, and rights each has as related to the Authority’s adoption of the TxDOT DBE Program to meet federal requirements;

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.

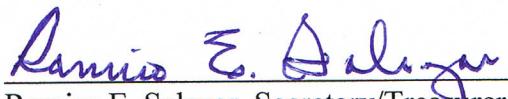
Section 2. The Chairman of the Authority is authorized to enter into the Revised MOU, substantially in form attached hereto as Exhibit A, with TxDOT adopting the TxDOT DBE Program.

Section 3. Private sector partners working with the Authority in the development of transportation projects will be subject to the TxDOT DBE Program requirements as subrecipients of funds through the Authority.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 13th day of February, 2008, at which meeting a quorum was present.



Dennis Burleson, Chairman



Ramiro E. Salazar, Secretary/Treasurer

EXHIBIT A

**MEMORANDUM OF UNDERSTANDING
REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF
TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS
ENTERPRISE PROGRAM BY
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

This Memorandum of Understanding is by and between the **TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT")**, an agency of the State of Texas; and the Hidalgo County Regional Mobility Authority, a mobility authority created under the provisions of Chapter 370, Texas Transportation Code (the "RMA").

Whereas, from time to time from the Authority receives federal funds from the Federal Highway Administration ("FHWA") through TxDOT to assist the Authority with the construction and design of projects partially or wholly funded through FHWA; and

Whereas, the Authority, as a sub-recipient of federal funds, is required by 49 CFR 26, to implement a program for disadvantaged business enterprises ("DBEs"), as defined by 49 CFR 26 ("DBE Program"); and

Whereas, TxDOT has implemented a DBE Program that is approved by the Federal Highway Administration (FHWA) pursuant to 49 CFR part 26; and

Whereas, as a condition of receiving federal funds from FHWA through TxDOT, certain aspects of the Authority's procurement of construction and design services are subject to review and/or concurrence by TxDOT; and

Whereas, the Authority and TxDOT undertake substantially similar roadway construction projects and design projects and construct and design their respective projects using substantially the same pool of contractors; and

Whereas, the Authority desires to implement a federally compliant DBE Program by adopting the TxDOT approved program, as recommended by FHWA; and

Whereas, TxDOT and the Authority find it appropriate to enter into this Memorandum of Understanding to memorialize the obligations, expectations and rights each has as related to the Authority's adoption of the TxDOT DBE Program to meet the federal requirements;

Now, therefore, TxDOT and the Authority, in consideration of the mutual promises, covenants and conditions made herein, agree to and acknowledge the following:

(1) TxDOT has developed a DBE Program and annually establishes a DBE goal for Texas that are federally approved and compliant with 49 CFR 26 and other applicable laws and regulations.

(2) The Authority anticipates being a sub-recipient of federal assistance for construction projects and design projects and, in accordance with 49 CFR § 26.21, must implement a federally approved DBE Program. The Authority receives its federal assistance through TxDOT. As a sub-recipient, the Authority has the option of developing its own program or adopting and operating under TxDOT's federally approved DBE Program. The FHWA recommends that sub-recipients, such as the Authority, adopt the DBE program, administered through TxDOT, and the Authority by its prescribed protocol adopted the TxDOT DBE Program on August 8, 2007.

(3) This Memorandum of Understanding evidences FHWA's and TxDOT's consent to the adoption of the TxDOT DBE Program by the Authority to achieve its DBE participation in federally assisted Construction

and Design Projects.

(4) The parties will work together in good faith to assure effective and efficient implementation of the DBE Program for the Authority and for TxDOT.

(5) the Authority and TxDOT have agreed upon the following delegation of responsibilities and obligations in the administration of the DBE Program adopted by the Authority:

(a) The Authority will be responsible for project monitoring and data reporting to TxDOT. The Authority will furnish to TxDOT any required DBE contractor compliance reports, documents or other information as may be required from time to time to comply with federal regulations. TxDOT will provide the necessary and appropriate reporting forms, if any, to the Authority.

(b) The Authority will recommend contract-specific DBE goals, if any, consistent with TxDOT's DBE guidelines and in consideration of the local market, project size, and nature of the good(s) or service(s) to be acquired. The Authority's recommendation may be that no DBE goals are set on any particular project or portion of a project or that proposed DBE goals be modified. The Authority and TxDOT will work together to achieve a mutually acceptable goal; however, TxDOT will retain final decision-making authority on those issues.

(c) TxDOT will cooperate with the Authority in an effort to meet the timing and other requirements of the Authority's projects.

(d) The Authority will be solely responsible for the solicitation and structuring of bids and bid documents to procure goods and services for its Construction and Design Projects and will be responsible for all costs and expenses incurred in its procurements.

(e) The DBEs eligible to participate on TxDOT construction projects or design projects also will be eligible to participate on the Authority's construction projects or design projects subject to the DBE Program, unless otherwise prohibited from bidding on a the Authority's project under applicable law or the Authority's procurement policy. The DBEs will be listed on TxDOT's website under the Texas Unified Certification Program (TUCP).

(f) The Authority will conduct investigations and provide reports with recommendations to TxDOT concerning any DBE Program compliance issues that may arise due to project specific requirements such as Good Faith Effort (GFE), Commercially Useful Function (CUF), etc. The Authority and TxDOT will work together to achieve a mutually acceptable goal; however, TxDOT will retain final decision-making authority on those issues and reserves the right to perform compliance reviews by TxDOT's Office of Civil Rights (OCR).

(g) The Authority will designate a liaison officer to coordinate efforts with TxDOT's DBE Program administrators and to respond to questions from the public and private sector regarding the Authority's administration of the DBE Program through TxDOT.

(h) The Authority will be responsible for providing TxDOT with DBE project awards and DBE Commitments, monthly DBE reports, DBE Final Reports, DBE shortfall reports, and annual and updated goal analysis and reports.

(i) TxDOT will be responsible for maintaining a directory of firms eligible to participate in the DBE Program, and providing business development and outreach programs. The Authority and TxDOT will work cooperatively to provide supportive services and outreach to DBE firms in the Hidalgo County area.

(j) The Authority will submit DBE semi-annual progress reports to TxDOT.

(k) The Authority will participate in TxDOT sponsored training classes to include topics on DBE Annual Goals, DBE Goal Setting for Construction Projects and Design Projects, DBE Contract Provisions, and DBE Contract Compliance, which may include issues such as DBE Commitments, DBE Substitution, and Final DBE Clearance. TxDOT will include DBE contractors performing work on the Authority projects in the DBE Education and Outreach Programs.

(6) In the event there is a disagreement between TxDOT and the Authority about the implementation of the TxDOT DBE Program by the Authority, the parties agree to meet within ten (10) days of receiving a written request from the other party of a desire to meet to resolve any disagreement. The parties will make good faith efforts to resolve any disagreement as efficiently as is reasonably possible in consultation with FHWA. Non-compliance by the Authority can result in restitution of federal funds to TxDOT and withholding of further federal funds upon consultation with FHWA.

(7) This Memorandum of Understanding becomes effective upon execution by all parties and automatically renews each year unless a party notifies the other parties of its intent to terminate the agreement.

(8) If this Memorandum of Understanding is terminated for any reason, the Authority will be allowed reasonable time in which to seek approval from FHWA for an alternative DBE Program, without being deemed non-compliant with 49 CFR Part 26.

(9) This Memorandum of Understanding applies only to projects for which the Authority is a sub-recipient of federal funds through TxDOT. The Authority may also implement a Minority and Women-Owned Small Business Enterprise (M/W/SBE) policy and program that applies to projects for which it is not a sub-recipient of federal funds through TxDOT and which are not subject to the TxDOT DBE Program. The Authority may, at its option, use some aspects of the TxDOT DBE Program and other similar programs in implementing its other policies and programs for its non-federally funded projects.

(10) The following attachments to this Memorandum of Understanding ("MOU") are incorporated as if fully set out herein for all purposes: Attachment A - FHWA Memorandum HCR-1/HIF-1 (relating to access required by the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973); Attachment B - SPECIAL PROVISION 000-461; Attachment C - Comprehensive Development Agreement (CDA) DBE Provisions (with TxDOT's DBE Program attached); and Attachment D - 49 CFR §26.13 (contractual assurances). In the case of any conflict between the SPECIAL PROVISION and CDA DBE Provisions and TxDOT's DBE Program, the provisions of the first two documents shall prevail in regard to CDAs only.

(11) The following procedure shall be observed by the parties in regard to any notifications:

(a) Any notice required or permitted to be given under this Memorandum of Understanding shall be in writing and may be effected by personal delivery, by hand delivery through a courier or a delivery service, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party, at the following address:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY:

Dennis Burleson
Chairman
c/o LRGVDC
311 N. 15th Street

McAllen, Texas 78501-4705

With a copy to:

Blakely L. Fernandez
Tuggey Rosenthal Pauerstein Sandoloski Agather LLP
755 E. Mulberry, Ste. 200
San Antonio, Texas 78212

TEXAS DEPARTMENT OF TRANSPORTATION

Amadeo Saenz, Jr. P.E.
Executive Director
125 E. 11th Street
Austin, Texas 78701

(b) Notice by personal delivery or hand delivery shall be deemed effective immediately upon delivery, provided notice is given as required by Paragraph (a) hereof. Notice by registered or certified mail shall be deemed effective three (3) days after deposit in a U.S. mailbox or U.S. Post Office, provided notice is given as required by Paragraph (a) hereof.

(c) Either party hereto may change its address by giving notice as provided herein.

(12) This Memorandum of Understanding may be modified or amended only by written instrument, signed by both the Authority and the TxDOT and dated subsequent to the date(s) of this MOU. Except as authorized by the respective parties, no official, employee, agent, or representative of the parties has any authority, either express or implied, to modify or amend this MOU.

(13) The provisions of this MOU are severable. If any clause, sentence, provision, paragraph, or article of this MOU, or the application of this MOU to any person or circumstance is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not impair, invalidate, nullify, or otherwise affect the remainder of this MOU, but the effect thereof shall be limited to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or unenforceable, and the application of such clause, sentence, provision, paragraph, or article to other persons or circumstances shall not be affected; provided, however, the Authority and TxDOT may mutually agree to terminate this Memorandum of Understanding.

(14) The following provisions apply in regard to construction of this MOU:

(a) Words of any gender in this MOU shall be construed to include the other, and words in either number shall be construed to include the other, unless the context in this MOU clearly requires otherwise.

(b) When any period of time is stated in this MOU, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday, or national holiday, or state or county holiday, these days shall be omitted from the computation. All hours stated in this MOU are stated in Central Standard Time or in Central Daylight Savings Time, as applicable.

(15) This Memorandum of Understanding shall not be construed in any way as a waiver by the parties of any immunities from suit or liability that parties may have by operation of law, and the parties hereby retain all of their respective affirmative defenses.

EXECUTED by TxDOT and the Authority, acting through each duly authorized official and effective on the latest date signed.

The signatories below confirm that they have the authority to execute this MOU and bind their principles.

TEXAS DEPARTMENT OF TRANSPORTATION

By: Amadeo Saenz
Amadeo Saenz, Jr. P.E.
Executive Director
Date: 3/13/08

HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY

By: Dennis Burleson
Dennis Burleson
Chairman
Date: 2/13/2008

This Page
Intentionally
Left Blank

Item 1A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE

TECHNICAL COMMITTEE

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

1A
06/17/2019
06/25/2019

1. Agenda Item: **REPORT ON PROGRAM MANAGER ACTIVITY FOR 365 TOLLWAY PROJECT AND IBTC ENVIRONMENTAL CLEARANCE DOCUMENT**
2. Nature of Request: (Brief Overview) Attachments: Yes No
Report on 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 N/A
5. Staff Recommendation: **Report only.**
6. Program Manager's Recommendation: Approved Disapproved None
7. Planning Committee's Recommendation: Approved Disapproved None
8. Board Attorney's Recommendation: Approved Disapproved None
9. Chief Auditor's Recommendation: Approved Disapproved None
10. Chief Financial Officer's Recommendation: Approved Disapproved None
11. Chief Development Engineer's Recommendation: Approved Disapproved None
12. Chief Construction Engineer's Recommendation: Approved Disapproved None
13. Executive Director's Recommendation: Approved Disapproved None



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD OF DIRECTORS MEETING FOR JUNE 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, CFM, PMP, CCM, Chief Dev. 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, CFM, PMP, CCM

► OVERVIEW

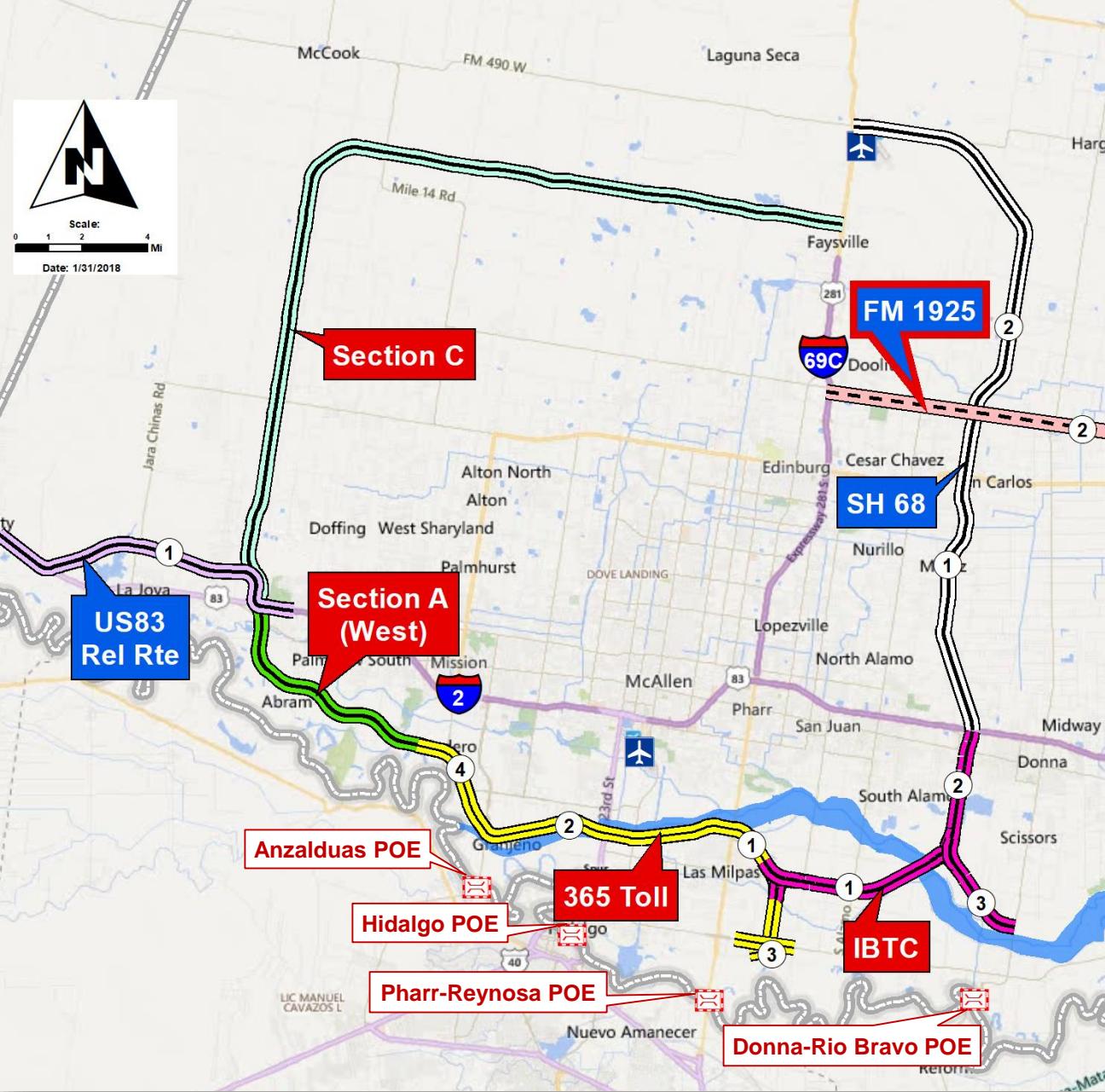
- 365 TOLL Project Overview
- IBTC Project Overview
- Overweight Permit Summary
- Construction Economics Update

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

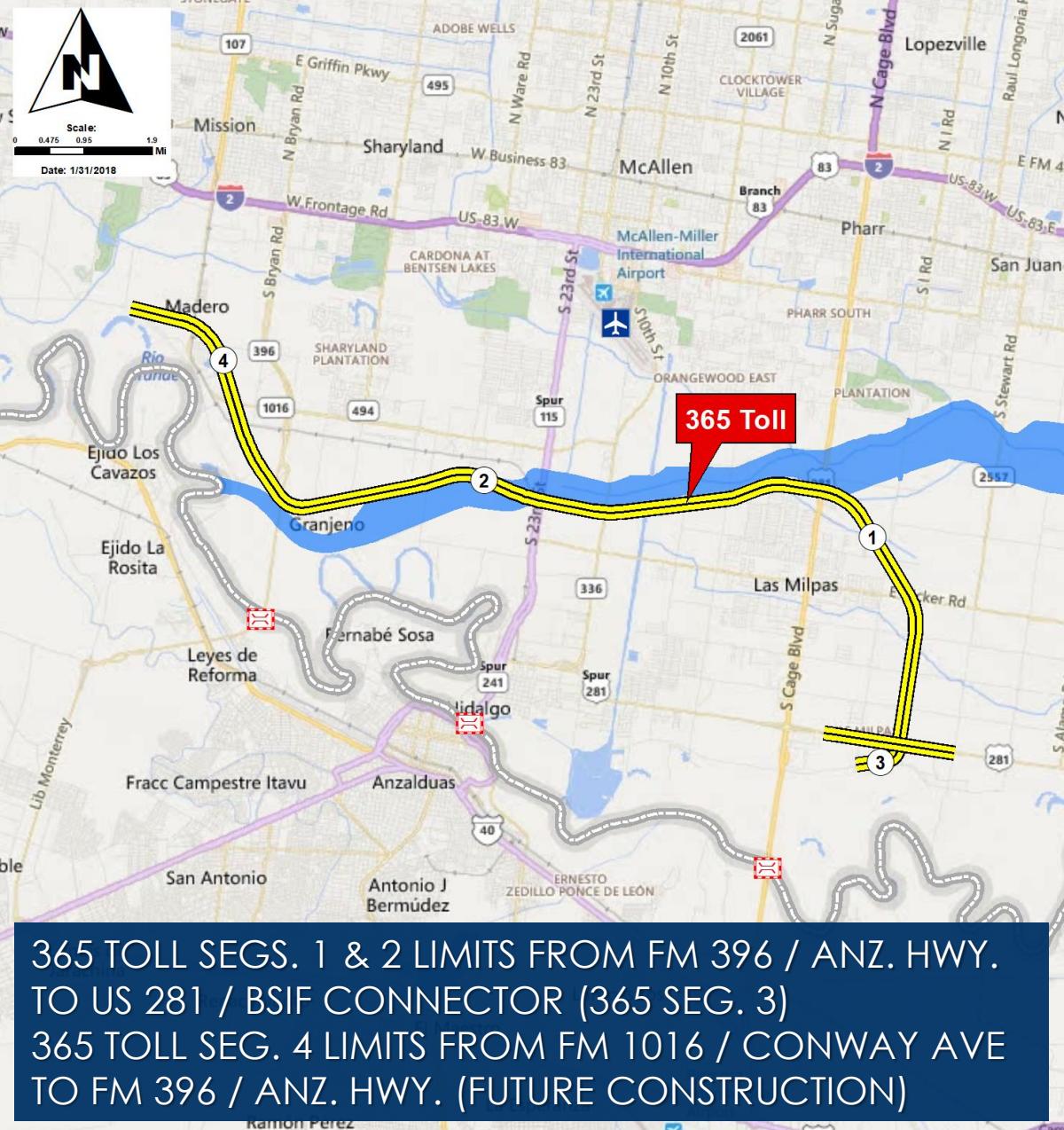
DEVELOP THE
INFRASTRUCTURE TO
SERVE A POPULATION
OF APPROXIMATELY
800,000 RESIDENTS
AND
5 INTERNATIONAL
PORTS OF ENTRY



► 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.
- Overweight permit white paper drafted
 - HCRMA worked with TxDOT PHR to delineate the maintenance burden by weight classification of truck.
 - Informed permit users how the proposed fee increase will help sustain the network.





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



► 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:

- 07/2019 – 08/2019**, Procure and then Award Engineering Services for the re-sscoped 365 Tollway Plans, Specifications, & Estimates
- 01/2020**, Submit 100% 365 Toll rebid project plans / specs / estimate / bid proposal
- 02/2020**, Obtain permission to let the project
- 02/2020 - 03/2020**, Advertise the 365 Toll (60 days) & Hold prebid last week in July
- 04/2020**, 2nd week Open Bids & by 4th week conditionally award contract to responsive and responsible low bidder
- 06/2020**, TxDOT / FHWA concurrence with award of contract / HCRMA provides NTP to contractor
- 01/2024**, After 42-months, open to traffic

► **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):**

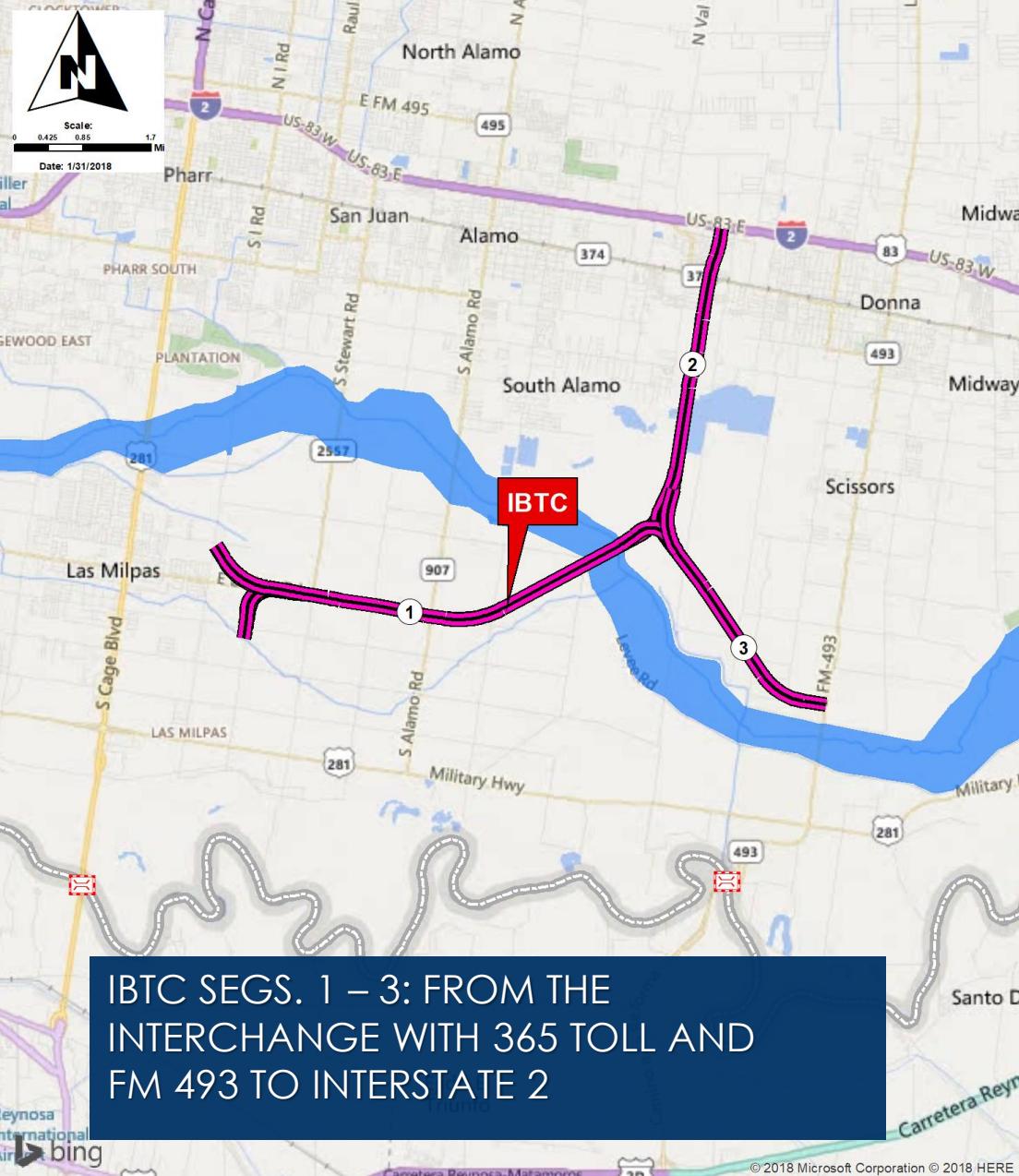
- Notice of a re-scope and rebid submitted to TxDOT 01/07/2019.

► **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

IBTC

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)

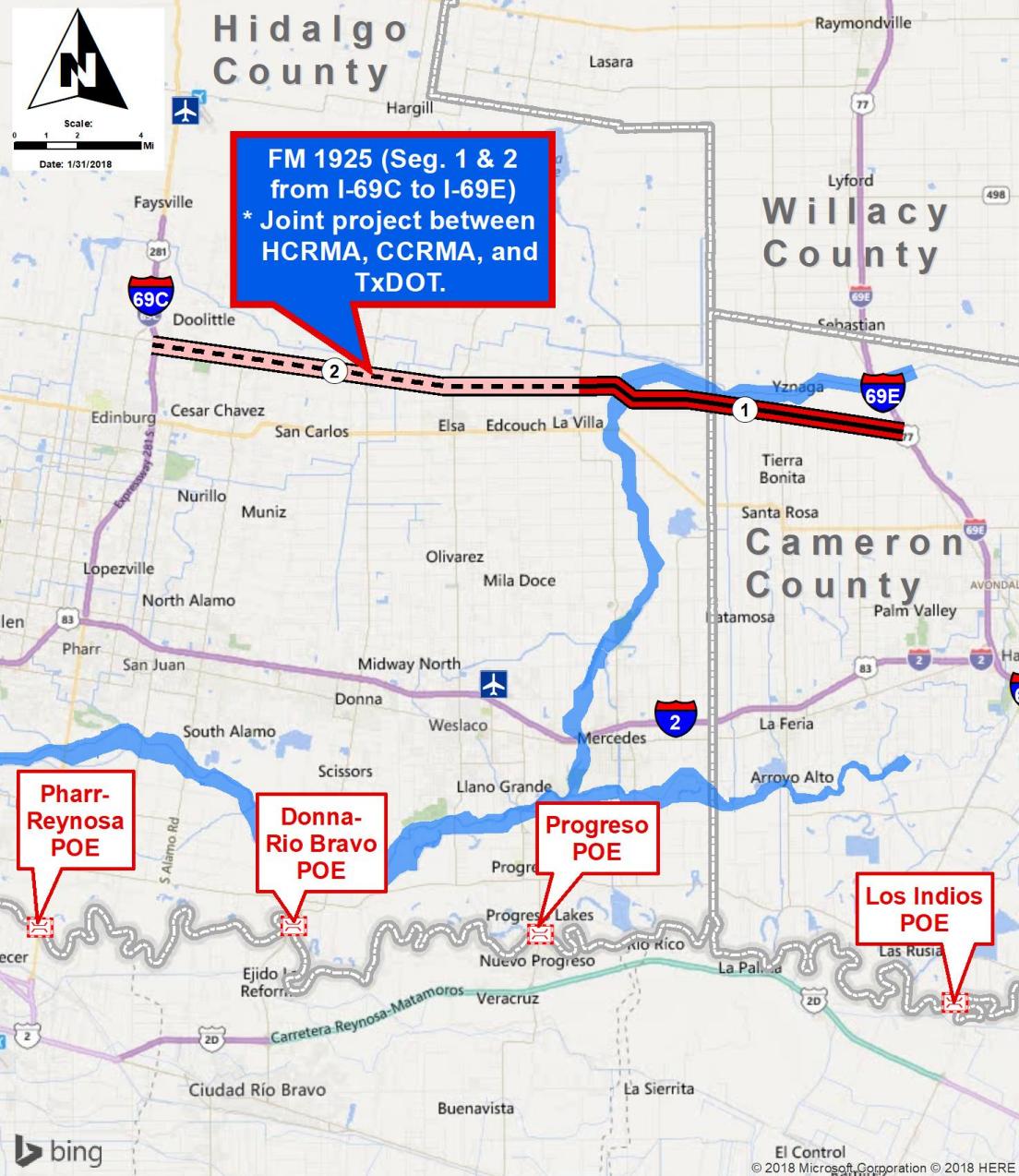
(From the Interchange with 365 Toll and FM 493 to Interstate 2)

► 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.
- 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.
- Public Meeting took place at Donna High School March 29, 2019.
- All major milestone reports submitted and undergoing reviews: Project Description, Hazmat, Historic Resources, Public Meeting Summary Report, Waters of the US, and Archaeological Resources.
- Mitigation plans, as warranted, will be drawn up at completion of the milestone reports.

► 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

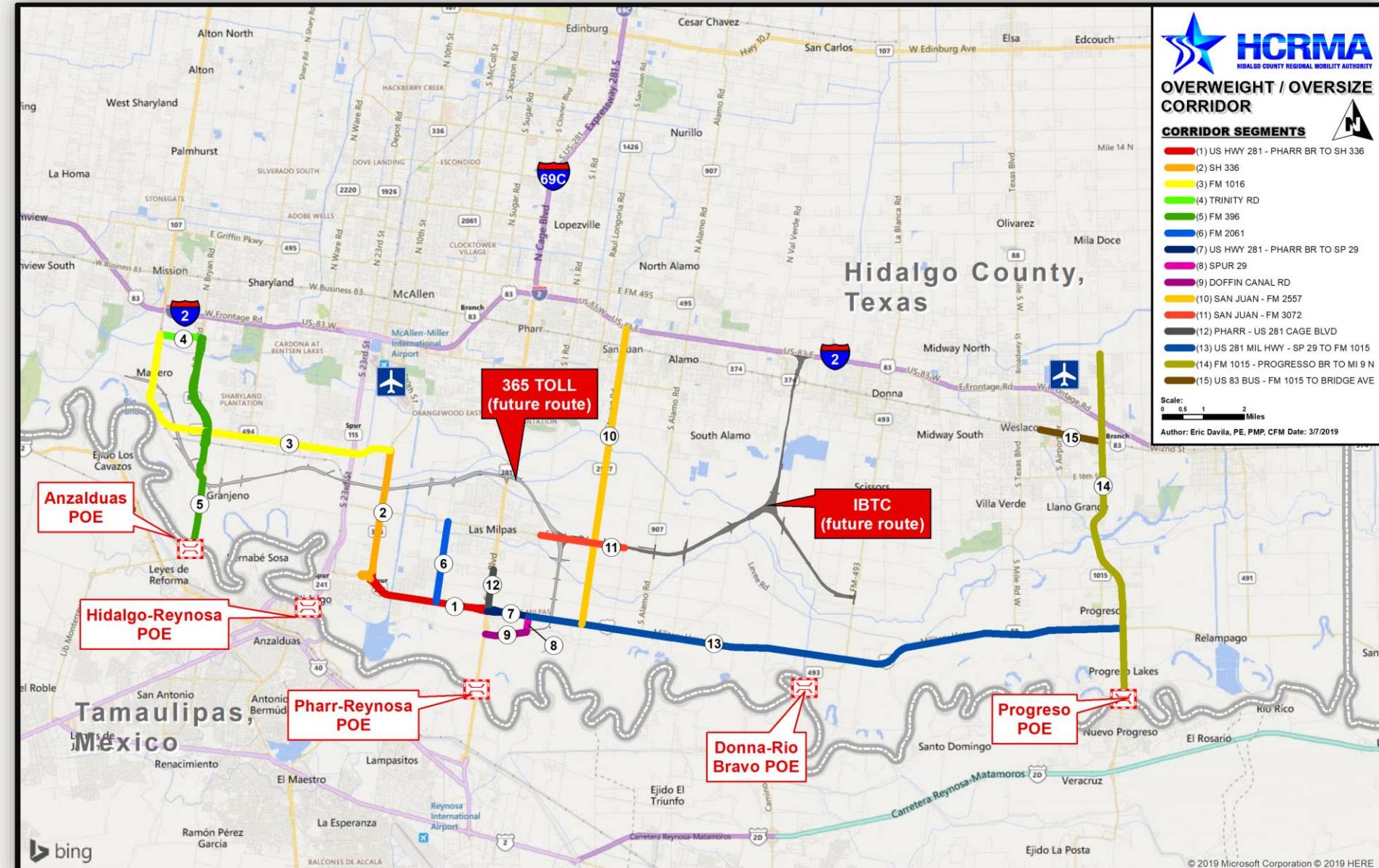
(COLLABORATION W/ TXDOT, CCRMA, AND HCRMA)

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.



HCRMA
 HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



► 2019 OVERWEIGHT PERMITS
JAN 1, 2019 – JUNE 7, 2019

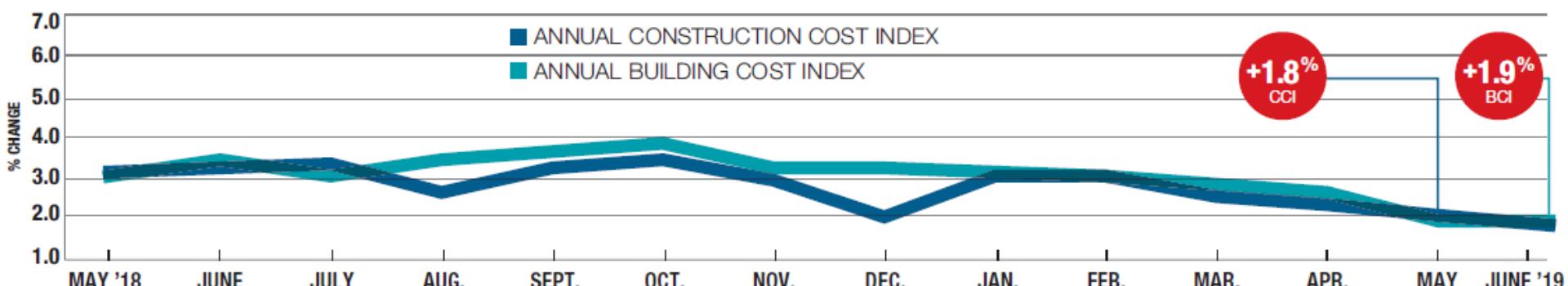
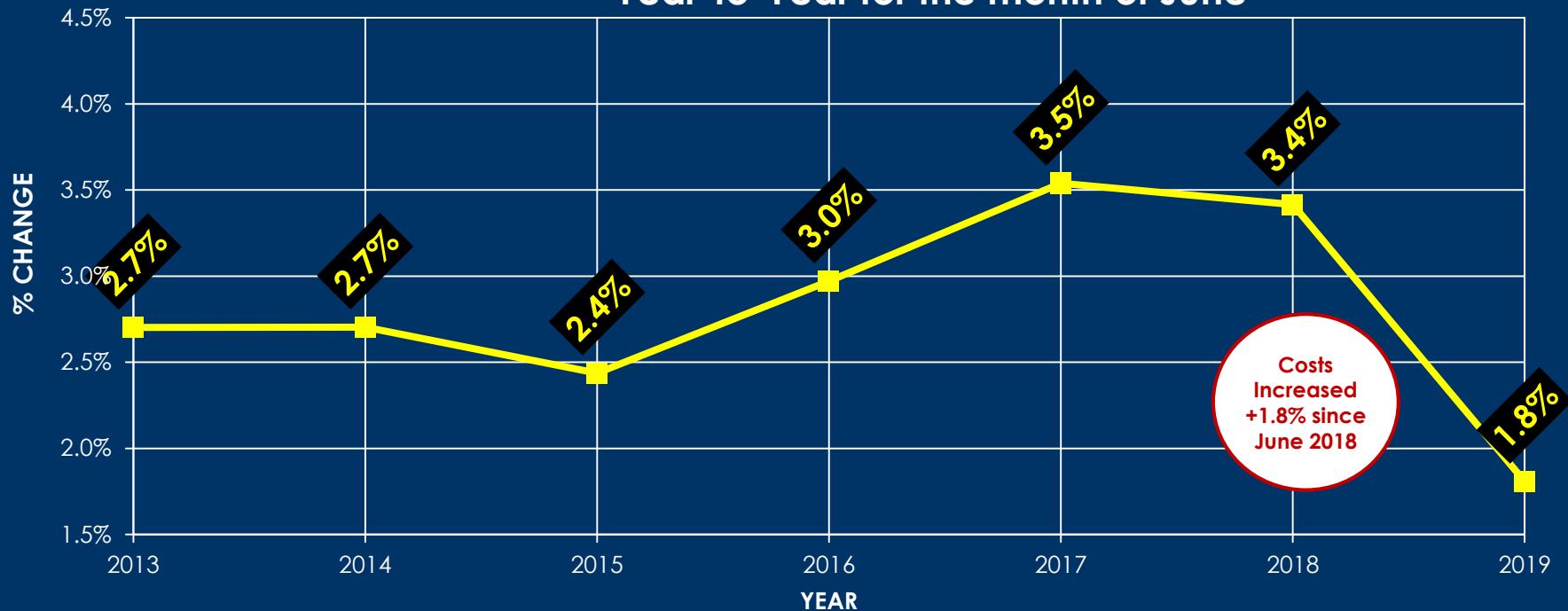
OW

Total Permits Issued:	15,072
Total Amount Collected:	\$ 3,088,026
■ Convenience Fees:	\$ 73,626
■ Total Permit Fees:	\$ 3,014,400
– Pro Miles:	\$ 45,216
– TxDOT:	\$ 2,562,240
– HCRMA:	\$ 406,944

► CONSTR. ECONOMICS JUNE 2019

CE

Construction Cost Index (CCI) Change (%) Year-to-Year for the month of June



► CONSTR. ECONOMICS JUNE 2019

- The 20-city average price for liquid asphalt has changed as follows:
 - Monthly price increased 0.8% in June 2019
 - Yearly price increased 9.1% since June 2018



20-CITY AVERAGE

ITEM	UNIT	\$PRICE	%MONTH	%YEAR
ASPHALT PAVING				
PG 58	TON	431.81	+0.8	+9.1
Cutback, MC800	TON	393.29	+0.3	+1.4
Emulsion, RAPID SET	TON	360.82	0.0	+0.4
Emulsion, SLOW SET	TON	371.20	0.0	+0.3
PORTLAND CEMENT				
Type one	TON	137.44	+1.3	+19.0
MASONRY CEMENT				
70-lb bag	TON	10.43	+2.6	+9.1
CRUSHED STONE				
Base course	TON	10.30	+0.4	+2.4
Concrete course	TON	10.85	-0.1	+0.2
Asphalt course	TON	11.25	+0.1	+0.3
SAND				
Concrete	TON	9.30	+0.9	+1.4
Masonry	TON	11.96	+6.5	+8.6
READY-MIX CONCRETE				
3,000 psi	CY	116.03	+0.4	+1.3
4,000 psi	CY	133.17	-0.4	-1.5
5,000 psi	CY	175.49	+1.1	+11.7
CONCRETE BLOCK				
Normal weight: 8" x 8" x 16"	C	144.51	0.0	+2.2
Lightweight: 8" x 8" x 16"	C	169.99	-0.1	+1.1
12" x 8" x 16"	C	180.04	0.0	+1.0

This Page
Intentionally
Left Blank

Item 2A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>X</u>	AGENDA ITEM	<u>2A</u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u>06/17/19</u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u>06/25/19</u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: APPROVAL OF MINUTES FOR REGULAR MEETING HELD MAY 28, 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 May 28, 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 May 28, 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 Regular Meeting on **Tuesday, May 28, 2019**, at 5:30 pm at the Pharr City Hall, 3rd Floor Fire Department Training Room, 118 S. Cage Blvd, Pharr, Texas, with the following present:

Board Members:	S. David Deanda, Jr., Chairman Forrest Runnels, Vice-Chairman Alonzo Cantu, Director Paul S. Moxley Director Francisco "Frank" Pardo, Director
Absent:	Ricardo Perez, Secretary/Treasurer Ezequiel Reyna, Jr., Director
Staff:	Pilar Rodriguez, Executive Director Ramon Navarro, IV, Chief Construction Engineer Eric Davila, Chief Development Engineer Celia Gaona, Chief Auditor/Compliance Officer Jose Castillo, Chief Financial Officer Maria Alaniz, Administrative Assistant II Luis Cardenas, Escobedo & Cardenas, LLP, Legal Counsel

PLEDGE OF ALLEGIANCE

Chairman Deanda led the Pledge of Allegiance.

INVOCATION

Ms. Gaona led the Invocation.

CALL TO ORDER FOR REGULAR MEETING AND ESTABLISH A QUORUM

Chairman Deanda called the Regular Meeting to order at 5:33 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

2. CONSENT AGENDA.

Motion by Alonzo Cantu, with a second by Forrest Runnels, to approve the Consent Agenda. Motion carried unanimously.

- A. Approval of Minutes for the Regular Meeting held April 23, 2019.
Approved the Minutes for the Regular Meeting held April 23, 2019.

- B. Approval of Project & General Expense Report for the period from April 9, 2019 to May 10, 2019.
Approved the Project & General Expense Report for the period from April 9, 2019 to May 10, 2019.
- C. Approval of Financial Reports for April 2019.
Approved the Financial Reports for April 2019.
- D. Resolution 2019-25 - Approval of the form of contract for a License Agreement to allow for use of Hidalgo County Regional Mobility Authority Right of Way.
Approved Resolution 2019-25 - Approval of the form of contract for a License Agreement to allow for use of Hidalgo County Regional Mobility Authority Right of Way.

3. REGULAR AGENDA

- A. Resolution 2019-24 - Approval of a Utility Relocation Agreement with DCP Midstream in the amount of \$173,980.69 for the 365 Tollway Project.
Motion by Paul Moxley, with a second by Frank Pardo, to approve Resolution 2019-24 – Approval of a Utility Relocation Agreement with DCP Midstream for the 365 Tollway Project. Motion carried unanimously.

4. CHAIRMAN'S REPORT

- A. 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 Frank Pardo, to enter into Executive Session to consult with the Board Attorney on legal issues pertaining to Items 6A and 6E under Section 551.071 of the Texas Government Code at 5:39 pm. Motion carried unanimously.

Motion by Paul Moxley, with a second by Rick Perez, to reconvene the regular board meeting at 5:44 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 Frank Pardo, to adjourn the meeting at 5:44 pm.

S. David Deanda, Jr, Chairman

Attest:

Ricardo Perez, Secretary/Treasurer

This Page
Intentionally
Left Blank

Item 2B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

2B
06/17/19
06/25/19

1. Agenda Item: APPROVAL OF PROJECT AND GENERAL EXPENSE REPORT FROM MAY 11, 2019 THROUGH JUNE 7, 2019
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of project and general expense report for the period from May 11, 2019 through June 7, 2019
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: X Yes No N/A Funding Source: VRF Bond

General Account	\$ 139,920.64
Disbursement Account	\$ 32,537.54
R.O.W Services	\$ 33,518.05
Total Project Expenses for Reporting Period	\$ 205,976.23
Fund Balance after Expenses	\$ 2,056,528.92
5. Staff Recommendation: Motion to approve the project and general expense report for the May 11, 2019 to June 7, 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: X Approved Disapproved None
12. Chief Construction Engineer's Recommendation: X Approved Disapproved None
13. Executive Director's Recommendation: X Approved Disapproved None



Memorandum

To: S. David Deanda Jr., Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: June 17, 2019
Re: **Expense Report for the Period from May 11, 2019 to June 7, 2019**

Attached is the expense report for the period commencing on May 11, 2019 and ending on June 7, 2019.

Expenses for the General Account total \$139,920.64, the Disbursement Account total \$32,537.54, and ROW Services total \$33,518.05. The aggregate expense for the reporting period is \$205,976.23.

Based on review by this office, **approval of expenses for the reporting period is recommended in the aggregate amount of \$205,976.23.**

This leaves a fund balance (all funds) after expenses of \$2,056,528.92.

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



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

May 11 - June 7

June 2019

Plains Capital 41

	Make Check Payable to	Date Work Performed	Amount
Wages & Benefits	City of Pharr	May 2019	\$ 72,687.56
	Office Depot	May 2019	\$ 357.56
	A-Fast Delivery, LLC	May 2019	\$ 101.50
	Copy Zone	May 2019	\$ 508.37
Telephone	Verizon Wireless	May 2019	\$ 154.47
	Pathfinder Public Affairs	May 2019	\$ 10,000.00
	Bracewell, LLP	May 2019	\$ 4,670.00
	Escobedo & Cardenas, LLP	May 2019	\$ 75.00
Accounting Fees	City of Pharr	May 2019	\$ 205.00
Rent	City of Pharr	June 2019	\$ 4,480.00
	City of Pharr	May 2019	\$ 5,162.60
	City of Pharr	June 2019	\$ 675.00
	Dahill	06/08/19-07/07/19	\$ 683.21
Professional Services	Dahill	06/14/19-07/13/19	\$ 224.46
	Pena Designs	May 2019	\$ 200.00
	Eric Davila	6/13/2019	\$ 1,000.00
	Credit Card Services	05/4/19-06/03/19	\$ 99.00
	Credit Card Services	05/4/19-06/03/19	\$ 621.68
	Credit Card Services	05/4/19-06/03/19	\$ 1,832.39
	Computer Repair Center	5/23/2019	\$ 9,682.00
	Environmental Systems Research Institute, Inc.	8/1/2019-7/31/2020	\$ 1,511.25
	SHI Government Solutions	7/14/19-07/13/20	\$ 950.00
	Souther Computer Warehouse	5/28/2019	\$ 816.59
	Texas State Library and Archives Commission	5/15/19-5/16/19	\$ 40.00
	A Better Water Solution -Get Filtered	6/1/2019	\$ 52.00
	Golden Key Construction	2/18/19-2/28/19	\$ 23,131.00
			\$ 139,920.64
Wilmington Trust 45/Capital Projects			
Engineering Services	C&M Associates, Inc.	05/01/19-06/12/19	\$ 15,896.71
	Blanton & Associates, Inc.	05/01/19-05/31/19	\$ 14,041.52
	Saenz Oil & Gas Services	5/01/19-5/31/19	\$ 1,776.00
	Brightview Landscape Svc DBA Greater Texas Landscape Services	June 2019	\$ 823.31
R.O.W. Services			\$ 32,537.54
	<u>Requisitions</u>		
	Barron, Adler, Clough & Oddo, LLP	Thru June 30, 2019	\$ 22,098.05
			\$ 22,098.05
SIB Construction Account 45			
Legal Fees	Escobedo & Cardenas, LLP	May 2019	\$ 700.00
	SAMES	365 Tollway	\$ 4,370.00
	SAMES	365 Tollway	\$ 6,350.00
Sub Total - General	\$	139,920.64	
Sub Total - Projects	\$	32,537.54	
Sub Total -	\$	-	
Sub Total - SIB Acquisition 45	\$	11,420.00	
Sub Total - SIB R.O.W.	\$	22,098.05	
Total	\$	<u>205,976.23</u>	

Approved:

S. David Deanda, Jr., Chairman

Recommend Approval:

Pilar Rodriguez, Executive Director

Approved:

Ricardo Perez, Secretary/Treasurer

Date:

6/25/2019

Item 2C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

2C
06/13/19
06/25/19

1. Agenda Item: **APPROVAL OF THE FINANCIAL REPORT FOR THE MONTHS OF MAY 2019.**
2. Nature of Request: (Brief Overview) Attachments: Yes No
Consideration and approval of financial report for the months of May 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:
5. Staff Recommendation: **Motion to approve the Financial Report for the month of May 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

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

ASSETS

CURRENT ASSETS

Cash	\$ 369,925
Investment-Cap. Projects nonrestricted	15,458
Pool Investments	1,859,248
Promiles-Prepaid/Escrow Overweight Permit Fees	19,750
Accounts Receivable - VR Fees	<u>596,390</u>

Total Current Assets 2,860,771

RESTRICTED ASSETS

Investment-debt service	2,005,789
Investment-debt service jr. lien	<u>4,334,326</u>

Total Restricted Assets 6,340,115

CAPITAL ASSETS

Land-enviornmental	441,105
Computer equip/software	8,607
Construction in progress	<u>127,419,014</u>

Total Capital Assets 127,868,726

TOTAL ASSETS

\$ 137,069,612

LIABILITIES AND NET POSITION

CURRENT LIABILITIES

Accounts payable-City of Pharr	\$ 77,850
Unearned Revenue - Overweight Permit Escrow	19,750
Current Portion of Bond Premium	<u>76,452</u>

Total Current Liabilities 174,052

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	<u>5,377,193</u>

Total Long-Term Liabilities 83,387,162

Total Liabilities 85,010,790

NET POSITION

Investment in Capital Assets, Net of Related Debt	43,185,112
Restricted for:	
Debt Service	6,110,539
Unrestricted	<u>2,763,171</u>

Total Net Position 52,058,822

TOTAL LIABILITIES AND NET POSITION

\$ 137,069,612

41 -HCRMA-GENERAL

ACCOUNT#	TITLE	
ASSETS		
=====		
41-1-1100	GENERAL OPERATING	369,925.28
41-1-1102	POOL INVESTMENTS	1,859,248.26
41-1-1113	ACCOUNTS RECIEVABLES-VR FEES	596,390.00
41-1-1113-1	PROMILES-PREPARED/ESCROW OVERWE	19,750.00
41-1-1118	CONSTRUCTION IN PROGRESS	127,419,014.15
41-1-1119-1	LAND-ENVIRONMENTAL	441,105.00
41-1-1122	COMPUTER EQUIP/SOFTWARE	<u>8,606.51</u>
		<u>130,714,039.20</u>
TOTAL ASSETS		130,714,039.20
=====		
LIABILITIES		
=====		
41-2-1212-1	A/P CITY OF PHARR	77,850.16
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	<u>1,834,837.18</u>
	TOTAL LIABILITIES	<u>84,781,214.48</u>
EQUITY		
=====		
41-3-3400	FUND BALANCE	<u>45,985,172.79</u>
	TOTAL BEGINNING EQUITY	<u>45,985,172.79</u>
TOTAL REVENUE		3,440,407.80
TOTAL EXPENSES		<u>3,492,755.87</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES	(<u>52,348.07)</u>
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>45,932,824.72</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		130,714,039.20
=====		

6-12-2019 03:29 PM

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

1

FUND: 41 -HCRMA-GENERAL

ACCOUNT NO#	TITLE	CURRENT MONTH REVENUES	YEAR TO DATE REVENUES	AMOUNT BUDGETED	% OF YEAR COMPLETED:	
					BUDGET BALANCE	PERCENT USED
HCRMA						
4-1504	VEHICLE REGISTRATION FEES	596,390.00	2,926,080.00	6,700,000.00	3,773,920.00	43.67
4-1505-5	PROMILES-OW/OS PERMIT FEES	100,926.00	434,172.20	1,200,000.00	765,827.80	36.18
4-1506	INTEREST REVENUE	<u>3,446.17</u>	<u>16,643.10</u>	<u>25,000.00</u>	<u>8,356.90</u>	<u>66.57</u>
	TOTAL HCRMA	<u>700,762.17</u>	<u>3,376,895.30</u>	<u>7,925,000.00</u>	<u>4,548,104.70</u>	<u>42.61</u>
46-CHARGES FOR CURRENT SE						
4-4664	MISCELLANEOUS	<u>63,000.00</u>	<u>63,512.50</u>	<u>0.00</u>	<u>(63,512.50)</u>	<u>0.00</u>
	TOTAL 46-CHARGES FOR CURRENT SE	<u>63,000.00</u>	<u>63,512.50</u>	<u>0.00</u>	<u>(63,512.50)</u>	<u>0.00</u>
48-INTERFUND TRANSFERS						
** TOTAL FUND REVENUES **						
		763,762.17	3,440,407.80	7,925,000.00	4,484,592.20	43.41

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

FUND: 41 -HCRMA-GENERAL

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	% OF YEAR COMPLETED: 41.67						
					AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED				
HCRMA ADMINISTRATION											
=====											
GENERAL											
=====											
10-											
11-PERSONNEL SERVICES											
52900-1100	SALARIES	32,579.82	160,950.47	0.00	551,100.00	390,149.53	29.21				
52900-1104	OVERTIME	0.00	7.52	0.00	500.00	492.48	1.50				
52900-1105	FICA	2,537.64	12,572.20	0.00	49,300.00	36,727.80	25.50				
52900-1106	HEALTH INSURANCE	2,110.68	12,831.13	0.00	32,000.00	19,168.87	40.10				
52900-1115	EMPLOYEES RETIREMENT	2,523.67	12,298.44	0.00	51,600.00	39,301.56	23.83				
52900-1116	PHONE ALLOWANCE	300.00	1,650.00	0.00	6,300.00	4,650.00	26.19				
52900-1117	CAR ALLOWANCE	1,200.00	6,600.00	0.00	30,000.00	23,400.00	22.00				
52900-1122	EAP- ASSISTANCE PROGRAM	4.02	17.55	0.00	0.00	(17.55)	0.00				
52900-1178	ADMIN FEE	600.00	3,300.00	0.00	9,750.00	6,450.00	33.85				
52900-1179	CONTINGENCY	0.00	0.00	0.00	17,600.00	17,600.00	0.00				
TOTAL 11-PERSONNEL SERVICES		41,855.83	210,227.31	0.00	748,150.00	537,922.69	28.10				
12-											
52900-1200	OFFICE SUPPLIES	506.41	3,293.75	0.00	10,000.00	6,706.25	32.94				
TOTAL 12-		506.41	3,293.75	0.00	10,000.00	6,706.25	32.94				
16-											
52900-1603	BUILDING REMODEL	2,327.46	41,768.80	0.00	65,000.00	23,231.20	64.26				
52900-1604	MAINTENANCE & REPAIR	0.00	1,065.86	0.00	5,000.00	3,934.14	21.32				
52900-1605	JANITORIAL	0.00	0.00	0.00	1,000.00	1,000.00	0.00				
52900-1606	UTILITIES	241.41	988.47	0.00	2,400.00	1,411.53	41.19				
52900-1607	CONTRACTUAL ADM/IT SERVICES	675.00	6,905.00	0.00	13,000.00	6,095.00	53.12				
52900-1610	DUES & SUBSCRIPTIONS	435.10	2,930.10	0.00	30,000.00	27,069.90	9.77				
52900-1610-1	SUBSCRIPTIONS-SOFTWARE	0.00	0.00	0.00	3,500.00	3,500.00	0.00				
52900-1611	POSTAGE/FEDEX/COURTIER	142.15	864.14	0.00	3,000.00	2,135.86	28.80				
52900-1620	GENERAL LIABILITY	0.00	3,238.72	0.00	5,000.00	1,761.28	64.77				
52900-1621	INSURANCE-E&O	0.00	1,396.34	0.00	1,500.00	103.66	93.09				
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	3,875.28	0.00	2,500.00	(1,375.28)	155.01				
52900-1630	BUSINESS MEALS	0.00	0.00	0.00	1,000.00	1,000.00	0.00				
52900-1640	ADVERTISING	0.00	1,960.26	0.00	4,000.00	2,039.74	49.01				
52900-1650	TRAINING	199.00	4,068.00	0.00	8,000.00	3,932.00	50.85				
52900-1660	TRAVEL	526.30	1,753.25	0.00	15,000.00	13,246.75	11.69				

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

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 41.67

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
52900-1662	PRINTING & PUBLICATIONS	696.70	2,427.38	0.00	10,000.00	7,572.62	24.27
	TOTAL 16-	5,243.12	73,241.60	0.00	171,250.00	98,008.40	42.77
	17-						
52900-1703	BANK SERVICE CHARGES	0.00	5,750.00	0.00	0.00	(5,750.00)	0.00
52900-1705	ACCOUNTING FEES	205.00	22,820.00	0.00	25,000.00	2,180.00	91.28
52900-1710	LEGAL FEES	17,064.00	23,543.26	0.00	50,000.00	26,456.74	47.09
52900-1710-1	LEGAL FEES-GOV.AFFAIRS	0.00	30,000.00	0.00	120,000.00	90,000.00	25.00
52900-1712	FINANCIAL CONSULTING FEES	3,920.00	5,050.00	0.00	2,000.00	(3,050.00)	252.50
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	18,595.00	0.00	54,000.00	35,405.00	34.44
52900-1715-1	RENT-OFFICE EQUIPMENT	683.21	3,416.05	0.00	8,500.00	5,083.95	40.19
52900-1715-2	RENT-OTHER	0.00	0.00	0.00	1,000.00	1,000.00	0.00
52900-1716	CONTRACTUAL WEBSITE SERVICES	200.00	800.00	0.00	2,400.00	1,600.00	33.33
52900-1731	MISCELLANEOUS	0.00	0.00	0.00	500.00	500.00	0.00
52900-1732	PENALTIES & INTEREST	0.00	21.04	0.00	500.00	478.96	4.21
	TOTAL 17-	26,552.21	109,995.35	0.00	270,900.00	160,904.65	40.60
	18-						
52900-1850	CAPITAL OUTLAY	178.80	178.80	0.00	5,000.00	4,821.20	3.58
52900-1899	NON-CAPITAL	0.00	1,307.82	0.00	6,400.00	5,092.18	20.43
	TOTAL 18-	178.80	1,486.62	0.00	11,400.00	9,913.38	13.04
	19-						
52900-1999-3	TRANSFER OUT TO DEBT	329,517.46	1,647,587.30	0.00	3,974,912.00	2,327,324.70	41.45
52900-1999-5	TRANS OUT DEB-JR LIEN	0.00	1,082,432.00	0.00	1,082,432.00	0.00	100.00
52900-1999-9	TRANSFER OUT-CAPITAL PROJ	0.00	128,591.00	0.00	0.00	(128,591.00)	0.00
	TOTAL 19-	329,517.46	2,858,610.30	0.00	5,057,344.00	2,198,733.70	56.52
	88-CAPITAL EXPENDITURES						
	TOTAL GENERAL	403,853.83	3,256,854.93	0.00	6,269,044.00	3,012,189.07	51.95
	TOTAL HCRMA ADMINISTRATION	403,853.83	3,256,854.93	0.00	6,269,044.00	3,012,189.07	51.95

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

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 41.67

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
HCRMA CONSTRUCTION MGMT =====							
GENERAL =====							
11-PERSONNEL SERVICES							
53000-1100	SALARIES	16,571.83	95,907.78	0.00	506,267.00	410,359.22	18.94
53000-1104	OVERTIME	0.00	0.00	0.00	25,000.00	25,000.00	0.00
53000-1105	FICA	1,259.88	7,329.44	0.00	42,800.00	35,470.56	17.12
53000-1106	HEALTH INSURANCE	1,841.21	11,127.85	0.00	27,000.00	15,872.15	41.21
53000-1115	EMPLOYEES RETIREMENT	1,395.68	8,058.19	0.00	44,900.00	36,841.81	17.95
53000-1116	PHONE ALLOWANCE	276.90	1,522.95	0.00	9,600.00	8,077.05	15.86
53000-1117	CAR ALLOWANCE	553.84	3,046.12	0.00	43,200.00	40,153.88	7.05
53000-1122	EAP- ASSISTANCE PROGRAM	4.02	17.55	0.00	0.00	(17.55)	0.00
53000-1178	ADMN FEE	450.00	2,475.00	0.00	15,600.00	13,125.00	15.87
53000-1179	CONTINGENCY	0.00	0.00	0.00	16,700.00	16,700.00	0.00
TOTAL 11-PERSONNEL SERVICES		22,353.36	129,484.88	0.00	731,067.00	601,582.12	17.71
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-							
53000-1604	MAINTENANCE & REPAIRS	0.00	275.00	0.00	0.00	(275.00)	0.00
53000-1605	JANITORIAL	0.00	839.00	0.00	600.00	(239.00)	139.83
53000-1606-1	UTILITIES	0.00	588.58	0.00	600.00	11.42	98.10
53000-1608	UNIFORMS	0.00	0.00	0.00	6,000.00	6,000.00	0.00
53000-1610	DUES & SUBSCRIPTIONS	341.00	630.00	0.00	2,000.00	1,370.00	31.50
53000-1610-1	SUBSCRIPTIONS - SOFTWARE	0.00	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	425.00	495.00	0.00	5,000.00	4,505.00	9.90
53000-1660	TRAVEL	620.93	1,051.86	0.00	8,000.00	6,948.14	13.15
TOTAL 16-		1,386.93	9,879.44	0.00	51,700.00	41,820.56	19.11

6-12-2019 03:30 PM

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

4

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 41.67

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
17-							
53000-1715	RENT CONSTRUCTION OFFICE	0.00	3,600.00	0.00	2,800.00	(800.00)	128.57
53000-1715-1	RENTAL - OFFICE EQUIPMENT	224.46	1,122.30	0.00	3,200.00	2,077.70	35.07
53000-1715-2	RENT-OTHER	0.00	0.00	0.00	1,500.00	1,500.00	0.00
TOTAL 17-		224.46	4,722.30	0.00	7,500.00	2,777.70	62.96
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	1,299.00	0.00	27,200.00	25,901.00	4.78
TOTAL 18-		0.00	1,299.00	0.00	81,200.00	79,901.00	1.60
TOTAL GENERAL		23,964.75	145,385.62	0.00	886,467.00	741,081.38	16.40
TOTAL HCRMA CONSTRUCTION MGMT		23,964.75	145,385.62	0.00	886,467.00	741,081.38	16.40
HCRMA PROGRAM MGMT							
=====							
GENERAL							

11-PERSONNEL SERVICES							
54000-1100	SALARIES	9,982.40	54,758.40	0.00	377,000.00	322,241.60	14.52
54000-1104	OVERTIME	0.00	0.00	0.00	500.00	500.00	0.00
54000-1105	FICA	775.16	4,264.60	0.00	30,300.00	26,035.40	14.07
54000-1106	HEALTH INSURANCE	1,233.53	7,626.81	0.00	20,500.00	12,873.19	37.20
54000-1115	EMPLOYEES RETIREMENT	852.40	4,676.59	0.00	32,000.00	27,323.41	14.61
54000-1116	PHONE ALLOWANCE	92.30	507.65	0.00	4,800.00	4,292.35	10.58
54000-1117	CAR ALLOWANCE	553.84	3,046.12	0.00	14,400.00	11,353.88	21.15
54000-1122	EAP- ASSISTANCE PROGRAM	1.34	5.85	0.00	0.00	(5.85)	0.00
54000-1178	ADMN FEE	150.00	825.00	0.00	7,800.00	6,975.00	10.58
54000-1179	CONTINGENCY	0.00	0.00	0.00	11,900.00	11,900.00	0.00
TOTAL 11-PERSONNEL SERVICES		13,640.97	75,711.02	0.00	499,200.00	423,488.98	15.17

6-12-2019 03:30 PM

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

5

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 41.67

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
12-							
54000-1200	OFFICE SUPPLIES	0.00	3,491.14	0.00	2,000.00	(1,491.14)	174.56
	TOTAL 12-	0.00	3,491.14	0.00	2,000.00	(1,491.14)	174.56
16-							
54000-1610	DUES & SUBSCRIPTIONS	203.00	203.00	0.00	2,500.00	2,297.00	8.12
54000-1610-1	SUBSCRIPTIONS-SOFTWARE	0.00	0.00	0.00	54,000.00	54,000.00	0.00
54000-1640	ADVERTISING	0.00	352.36	0.00	0.00	(352.36)	0.00
54000-1650	TRAINING	0.00	920.00	0.00	3,000.00	2,080.00	30.67
54000-1660	TRAVEL	1,333.78	2,359.30	0.00	5,000.00	2,640.70	47.19
	TOTAL 16-	1,536.78	3,834.66	0.00	64,500.00	60,665.34	5.95
18-							
54000-1850	CAPITAL OUTLAY	4,420.00	4,420.00	0.00	45,000.00	40,580.00	9.82
54000-1899	NON-CAPITALIZED	0.00	0.00	0.00	19,600.00	19,600.00	0.00
	TOTAL 18-	4,420.00	4,420.00	0.00	64,600.00	60,180.00	6.84
	TOTAL GENERAL	19,597.75	87,456.82	0.00	630,300.00	542,843.18	13.88
	TOTAL HCRMA PROGRAM MGMT	19,597.75	87,456.82	0.00	630,300.00	542,843.18	13.88
HCRMA BSIF							
=====							
GENERAL							
=====							
16-							
58000-1604-1	MAINTENANCE AND REPAIR -BSIF	1,409.00	2,818.00	0.00	6,000.00	3,182.00	46.97
58000-1606-2	UTILITIES - BSIF	72.60	240.50	0.00	1,200.00	959.50	20.04
	TOTAL 16-	1,481.60	3,058.50	0.00	7,200.00	4,141.50	42.48
	TOTAL GENERAL	1,481.60	3,058.50	0.00	7,200.00	4,141.50	42.48
	TOTAL HCRMA BSIF	1,481.60	3,058.50	0.00	7,200.00	4,141.50	42.48
** TOTAL FUND EXPENSES **							
		448,897.93	3,492,755.87	0.00	7,793,011.00	4,300,255.13	44.82

PERIOD: 5/01/2019 - 5/31/2019

ACCOUNT: 41-1-1100 GENERAL OPERATING

RECONCILIATION SUMMARY

BEGINNING STATEMENT BALANCE:	512,121.78	GL ACCOUNT BALANCE:	369,925.28
DEPOSITS:	+ 382,008.54	OUTSTANDING DEPOSITS:	- 0.00
WITHDRAWALS:	+ 513,476.50CR	OUTSTANDING CHECKS:	- 10,728.54CR
ADJUSTMENTS:	+ 0.00	ADJUSTMENTS:	+ 0.00
ENDING STATEMENT BALANCE:	<u>380,653.82</u>	ADJUSTED GL ACCOUNT BALANCE:	<u>380,653.82</u>
STATEMENT BALANCE:	380,653.82		
BANK DIFFERENCE:	0.00		
G/L DIFFERENCE:	0.00		

CLEARED DEPOSITS:

5/31/2019 053119	FUND 41- PROMILES	18,090.00
5/31/2019 053120	FUND 41- PROMILES	21,114.00
5/31/2019 053121	FUND 41- PROMILES	21,168.00
5/31/2019 053122	FUND 41- PROMILES	19,467.00
5/31/2019 053123	FUND 41- PROMILES	<u>21,087.00</u>
TOTAL CLEARED DEPOSITS:		<u>100,926.00</u>
=====		

CLEARED CHECKS:

4/26/2019 002283	GET FILTERED, INC	104.00CR
4/26/2019 002285	DAVID GOMEZ	865.00CR
4/26/2019 002287	COPYZONE	447.72CR
4/26/2019 002288	DAHILL	907.67CR
4/26/2019 002289	OFFICE DEPOT	371.45CR
4/26/2019 002290	SHEPARD WALTON KING INSURANCE	2,451.00CR
4/26/2019 002291	TEXAS COMPTROLLER OF PUBLIC AC	100.00CR
5/29/2019 002295	JOSE ANGEL BAEZ	<u>650.00CR</u>
TOTAL CLEARED CHECKS:		<u>5,896.84CR</u>
=====		

CLEARED OTHER:

5/10/2019 051019	FUND 41- WILMINGTON TRUST	281,082.54
5/21/2019 052119	FUND 41- LOGIC WIRE TXFR	400,000.00CR
5/31/2019 000520	CITY OF PHARR	82,787.89CR
5/31/2019 000521	BRACEWELL LLP ATTORNEYS AT LAW	6,740.00CR
5/31/2019 000522	PENA DESIGNS	200.00CR
5/31/2019 000523	TOP CUT LAWN CARE, INC.	1,409.00CR
5/31/2019 000524	PATHFINDER PUBLIC AFFAIRS	10,204.00CR
5/31/2019 000525	VERIZON WIRELESS	151.96CR
5/31/2019 000526	PLAINS CAPITAL-CREDIT CARD SER	<u>3,399.37CR</u>

6/12/19 12:56 PM

B A N K R E C O N C I L I A T I O N

PAGE: 2

PERIOD: 5/01/2019 - 5/31/2019

ACCOUNT: 41-1-1100 GENERAL OPERATING

5/31/2019	000527	RAMON NAVARRO	620.93CR
5/31/2019	000528	MARIA ALANIZ	526.30CR
5/31/2019	000529	ERIC DAVILA	680.21CR
5/31/2019	000530	FELIMON GAUNA, JR	740.00CR
5/31/2019	000531	ESCOBEDO & CARDENAS, LLP	120.00CR
TOTAL CLEARED OTHER:			226,497.12CR
=====			

PERIOD: 5/01/2019 - 5/31/2019

ACCOUNT: 41-1-1100 GENERAL OPERATING

OUTSTANDING DEPOSITS:

No Items.

OUTSTANDING CHECKS:

5/29/2019	002293	GET FILTERED, INC	52.00CR
5/29/2019	002294	A FAST DELIVERY	101.50CR
5/29/2019	002296	BENTLEY SYSTEMS, INC.	4,420.00CR
5/29/2019	002297	COPYZONE	696.70CR
5/29/2019	002298	DAHILL	907.67CR
5/29/2019	002299	LIFTOFF, LLC	178.80CR
5/29/2019	002300	OFFICE DEPOT	166.87CR
5/29/2019	002301	SHEPARD WALTON KING INSURANCE	3,920.00CR
5/29/2019	002302	LAZARO & SERGIO APARICIO PTR	285.00CR
TOTAL OUTSTANDING CHECKS:			10,728.54CR
=====			

OUTSTANDING OTHER:

No Items.

6/12/19 12:12 PM

BANK RECONCILIATION

PAGE: 1

PERIOD: 5/01/2019 - 5/31/2019

ACCOUNT: 41-1-1102 POOL INVESTMENTS

RECONCILIATION SUMMARY

BEGINNING STATEMENT BALANCE:	1,455,802.09	GL ACCOUNT BALANCE:	1,859,248.26
DEPOSITS:	+ 3,446.17	OUTSTANDING DEPOSITS:	- 0.00
WITHDRAWALS:	+ 400,000.00	OUTSTANDING CHECKS:	- 0.00
ADJUSTMENTS:	+ 0.00	ADJUSTMENTS:	+ 0.00
ENDING STATEMENT BALANCE:	<u>1,859,248.26</u>	ADJUSTED GL ACCOUNT BALANCE:	<u>1,859,248.26</u>

STATEMENT BALANCE: 1,859,248.26

BANK DIFFERENCE: 0.00

G/L DIFFERENCE: 0.00

CLEARED DEPOSITS:

No Items.

CLEARED CHECKS:

No Items.

CLEARED OTHER:

5/21/2019 052119 FUND 41- LOGIC WIRE TXFR	400,000.00
5/31/2019 053119 FUND 41- LOGIC INTEREST	<u>3,446.17</u>
TOTAL CLEARED OTHER:	<u>403,446.17</u>
	=====

6-12-2019 12:58 PM

CITY OF PHARR
BALANCE SHEET
AS OF: MAY 31ST, 2019

42 -HCRMA-DEBT SERVICE

PAGE: 1

ACCOUNT#	TITLE	
<hr/> ASSETS		
=====		
42-1-4105	WILMINGTON-DEBT SERVICE	2,005,788.61
42-1-4105-1	DEBT SVC - JR LIEN	<u>4,334,325.63</u>
		<u>6,340,114.24</u>
TOTAL ASSETS		6,340,114.24
=====		
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		<u>3,327,466.47</u>
TOTAL REVENUE		<u>2,783,071.73</u>
TOTAL REVENUE OVER/ (UNDER) EXPENSES		<u>2,783,071.73</u>
TOTAL EQUITY & REV. OVER/ (UNDER) EXP.		<u>6,110,538.20</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/ (UNDER) EXP.		6,340,114.24
=====		

6-12-2019 12:59 PM

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

1

FUND: 42 -HCRMA-DEBT SERVICE

ACCOUNT NO#	TITLE	CURRENT MONTH REVENUES	YEAR TO DATE REVENUES	AMOUNT BUDGETED	% OF YEAR COMPLETED: 41.67	
					BUDGET BALANCE	PERCENT USED
HCRMA						
4-1506	INTEREST INCOME	2,703.29	17,495.61	10,000.00	(7,495.61)	174.96
4-1506-1	INTEREST INCOME-JR LIEN	9,333.64	35,556.82	55,000.00	19,443.18	64.65
	TOTAL HCRMA	12,036.93	53,052.43	65,000.00	11,947.57	81.62
HCRMA-FUND 42						
4-1999	TRANSFERS IN-FROM GENERAL FUND	329,517.46	2,730,019.30	5,057,344.00	2,327,324.70	53.98
	TOTAL HCRMA-FUND 42	329,517.46	2,730,019.30	5,057,344.00	2,327,324.70	53.98
** TOTAL FUND REVENUES **		341,554.39	2,783,071.73	5,122,344.00	2,339,272.27	54.33

6-12-2019 12:58 PM

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

1

FUND: 42 -HCRMA-DEBT SERVICE

% OF YEAR COMPLETED: 41.67

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
HRMA-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-		0.00	0.00	0.00	1,220,000.00	1,220,000.00	0.00
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-		0.00	0.00	0.00	2,754,912.00	2,754,912.00	0.00
49-							
TOTAL GENERAL							
		0.00	0.00	0.00	3,974,912.00	3,974,912.00	0.00
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: 5/01/2019 - 5/31/2019

ACCOUNT: 42-1-4105 WILMINGTON-DEBT SERVICE

RECONCILIATION SUMMARY

BEGINNING STATEMENT BALANCE:	1,673,567.86	GL ACCOUNT BALANCE:	2,005,788.61
DEPOSITS:	+ 332,220.75	OUTSTANDING DEPOSITS:	- 0.00
WITHDRAWALS:	+ 0.00	OUTSTANDING CHECKS:	- 0.00
ADJUSTMENTS:	+ 0.00	ADJUSTMENTS:	+ 0.00
ENDING STATEMENT BALANCE:	<u>2,005,788.61</u>	ADJUSTED GL ACCOUNT BALANCE:	<u>2,005,788.61</u>

STATEMENT BALANCE: 2,005,788.61

BANK DIFFERENCE: 0.00

G/L DIFFERENCE: 0.00

CLEARED DEPOSITS:

No Items.

CLEARED CHECKS:

No Items.

CLEARED OTHER:

5/31/2019 053119 FUND 42- WILMINGTON TRUST	<u>332,220.75</u>
TOTAL CLEARED OTHER:	<u>332,220.75</u>
=====	

PERIOD: 5/01/2019 - 5/31/2019

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

RECONCILIATION SUMMARY

BEGINNING STATEMENT BALANCE:	4,324,991.99	GL ACCOUNT BALANCE:	4,334,325.63
DEPOSITS:	+ 9,333.64	OUTSTANDING DEPOSITS:	- 0.00
WITHDRAWALS:	+ 0.00	OUTSTANDING CHECKS:	- 0.00
ADJUSTMENTS:	+ 0.00	ADJUSTMENTS:	+ 0.00
ENDING STATEMENT BALANCE:	<u>4,334,325.63</u>	ADJUSTED GL ACCOUNT BALANCE:	<u>4,334,325.63</u>

STATEMENT BALANCE: 4,334,325.63
 BANK DIFFERENCE: 0.00
 G/L DIFFERENCE: 0.00

CLEARED DEPOSITS:
 No Items.

CLEARED CHECKS:
 No Items.

CLEARED OTHER:

5/31/2019 053119 FUND 42- LOGIC INTEREST	<u>9,333.64</u>
TOTAL CLEARED OTHER:	<u>9,333.64</u>
=====	

6-12-2019 01:01 PM

CITY OF PHARR
BALANCE SHEET
AS OF: MAY 31ST, 2019

45 -HCRMA - CAP.PROJECTS FUND

PAGE: 1

ACCOUNT#	TITLE	
<hr/> ASSETS <hr/>		
45-1-1102	Pool Investment	<u>15,457.61</u>
		<u>15,457.61</u>
TOTAL ASSETS <u>15,457.61</u>		
<hr/> LIABILITIES <hr/>		
EQUITY		
45-3-1400	Fund Balance	<u>145,185.05</u>
TOTAL BEGINNING EQUITY		<u>145,185.05</u>
TOTAL REVENUE <u>211,264.63</u>		
TOTAL EXPENSES <u>340,992.07</u>		
TOTAL REVENUE OVER/(UNDER) EXPENSES		(<u>129,727.44</u>)
TOTAL EQUITY & REV. OVER/(UNDER) EXP. <u>15,457.61</u>		
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP. <u>15,457.61</u>		

6-12-2019 01:01 PM

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

1

FUND: 45 -HCRMA - CAP.PROJECTS FUND

% OF YEAR COMPLETED: 41.67

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT. USED
HCRMA							
=====							
HCRMA- CAP. PROJECTS							

88-CAPITAL EXPENDITURES							
52900-8800	Consulting & Engineering	2,940.00	6,637.61	0.00	0.00	(6,637.61)	0.00
52900-8810	SH 365- Enviormental	0.00	3,762.77	0.00	0.00	(3,762.77)	0.00
52900-8810-3	365 RIGHT OF WAY	23,482.66	112,522.88	0.00	0.00	(112,522.88)	0.00
52900-8820	IBTC - Enviormental	10,531.14	163,983.88	0.00	0.00	(163,983.88)	0.00
52900-8820-3	IBTC - ROW	1,903.31	26,815.55	0.00	0.00	(26,815.55)	0.00
52900-8841	LEGAL FEES	1,295.00	27,269.38	0.00	0.00	(27,269.38)	0.00
TOTAL 88-CAPITAL EXPENDITURES		40,152.11	340,992.07	0.00	0.00	(340,992.07)	0.00
TOTAL HCRMA- CAP. PROJECTS		40,152.11	340,992.07	0.00	0.00	(340,992.07)	0.00
TOTAL HCRMA		40,152.11	340,992.07	0.00	0.00	(340,992.07)	0.00
** TOTAL FUND EXPENSES **		40,152.11	340,992.07	0.00	0.00	(340,992.07)	0.00

6-12-2019 01:01 PM

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

1

FUND: 45 -HCRMA - CAP.PROJECTS FUND

ACCOUNT NO#	TITLE	CURRENT MONTH REVENUES	YEAR TO DATE REVENUES	AMOUNT BUDGETED	% OF YEAR COMPLETED: 41.67	
					BUDGET BALANCE	PERCENT USED
HCRMA						
4-1506	Interest Revenue	44.14	2,673.63	0.00	(2,673.63)	0.00
	TOTAL HCRMA	44.14	2,673.63	0.00	(2,673.63)	0.00
HCRMA-FUND 42						
4-1999	TRANSFER IN - GENERAL FUND	0.00	128,591.00	0.00	(128,591.00)	0.00
	TOTAL HCRMA-FUND 42	0.00	128,591.00	0.00	(128,591.00)	0.00
47-GRANTS						
4-4710	CITY CONTRIBUTIONS	0.00	80,000.00	0.00	(80,000.00)	0.00
	TOTAL 47-GRANTS	0.00	80,000.00	0.00	(80,000.00)	0.00
48-INTERFUND TRANSFERS						
** TOTAL FUND REVENUES **		44.14	211,264.63	0.00	(211,264.63)	0.00

PERIOD: 5/01/2019 - 5/31/2019

ACCOUNT: 45-1-1102 Pool Investment

RECONCILIATION SUMMARY

BEGINNING STATEMENT BALANCE:	55,565.58	GL ACCOUNT BALANCE:	15,457.61
DEPOSITS:	+ 44.14	OUTSTANDING DEPOSITS:	- 0.00
WITHDRAWALS:	+ 40,152.11CR	OUTSTANDING CHECKS:	- 0.00
ADJUSTMENTS:	+ 0.00	ADJUSTMENTS:	+ 0.00
ENDING STATEMENT BALANCE:	<u>15,457.61</u>	ADJUSTED GL ACCOUNT BALANCE:	<u>15,457.61</u>
STATEMENT BALANCE:	15,457.61		
BANK DIFFERENCE:	0.00		
G/L DIFFERENCE:	0.00		

CLEARED DEPOSITS:
No Items.

CLEARED CHECKS:
No Items.

CLEARED OTHER:

5/31/2019 000532	BRACEWELL LLP ATTORNEYS AT LAW	965.00CR
5/31/2019 000533	TOP CUT LAWN CARE, INC.	1,728.00CR
5/31/2019 000534	BLANTON & ASSOCIATES, INC.	10,531.14CR
5/31/2019 000535	SAENZ OIL & GAS SERVICES	2,940.00CR
5/31/2019 000536	GREATER TEXAS LANDSCAPE SERVIC	823.31CR
5/31/2019 000537	BARRON, ADLER, CLOUGH & ODDO,	22,834.66CR
5/31/2019 000538	ESCOBEDO & CARDENAS, LLP	330.00CR
5/31/2019 000531	FUND 45- WILMINGTON TRUST	44.14
TOTAL CLEARED OTHER:		<u>40,107.97CR</u>
=====		

This Page
Intentionally
Left Blank

Item 3A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<input checked="" type="checkbox"/>	AGENDA ITEM	3A
PLANNING COMMITTEE	<input type="checkbox"/>	DATE SUBMITTED	06/17/19
FINANCE COMMITTEE	<input type="checkbox"/>	MEETING DATE	06/25/19
TECHNICAL COMMITTEE	<input type="checkbox"/>		

1. Agenda Item: RESOLUTION 2019-26 – APPROVAL OF AWARD OF CONTRACT FOR TITLE REPORT AND TITLE COMMITMENT SERVICES TO SIERRA TITLE OF HIDALGO COUNTY INC. FOR THE 365 TOLLWAY AND INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS (IBTC).
2. Nature of Request: (Brief Overview) Attachments: Yes No
Consideration and approval of contract with Sierra Title to provide Title Services to the HCRMA.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No N/A
5. Staff Recommendation: Motion to approve Resolution 2019-26 – Approval of contract for Title Report and Title Commitment Services to Sierra Title of Hidalgo County, Inc. for the 365 Tollway and IBTC Projects, as presented.
6. Program Manager's Recommendation: Approved Disapproved None
7. Planning Committee's Recommendation: Approved Disapproved None
8. Board Attorney's Recommendation: Approved Disapproved None
9. Chief Auditor's Recommendation: Approved Disapproved None
10. Chief Financial Officer's Recommendation: Approved Disapproved None
11. Chief Development Engineer's Recommendation: Approved Disapproved None
12. Chief Construction Engineer's Recommendation: Approved Disapproved None
13. Executive Director's Recommendation: Approved Disapproved None



Memorandum

To: S. David Deanda, Jr., Chairman

From: Pilar Rodriguez, PE, Executive Director

Date: June 17, 2019

Re: **Resolution 2019 – 26 - Approval of Award of Contract for Title Report and Title Commitment Services to Sierra Tile of Hidalgo County, Inc. for the 365 Tollway and IBTC Projects**

Background

On February 11, 2019, the Hidalgo County Regional Mobility Authority (HCRMA) received responses from Sierra Title of Hidalgo County, Inc. and Valley Land Title Co. to the formal solicitation for Request for Proposals for Title Reports and Title Commitment Services for the 365 Tollway and International Bridge Trade Corridor (IBTC) Project. On June 7, 2019, Valley Land Title Co. rescinded their proposal for Title Services to the HCRMA.

Goal

As part of the acquisition process, Title Reports and Title Commitments will be required in order to determine ownership of land and to provide insurance that the land can be legally conveyed by the owner.

Options

The Board of Directors could opt not to authorize the award of contract and request re-solicitation of Request for Proposals.

Recommendation

Based on review by this office, **approval of Resolution 2019-26 – Approval of award of contract for the Title Report and Title Commitment Services to Sierra Title of Hidalgo County, Inc., is recommended.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2019 – 26

APPROVAL OF AWARD OF CONTRACT FOR TITLE REPORT AND TITLE
COMMITMENT SERVICES TO SIERRA TITLE OF HIDALGO COUNTY,
INC. FOR THE 365 TOLLWAY AND INTERNATIONAL BRIDGE TRADE
CORRIDOR PROJECTS

THIS RESOLUTION is adopted this 25th day of June, 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”); and

WHEREAS, the Authority is authorized by 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 International Bridge Trade Corridor (IBTC); and

WHEREAS, the Authority solicited Requests for Proposals for Title Services for the 365 Tollway and IBTC projects; and

WHEREAS, on February 11, 2019, the Authority received responses to the Request for Proposals for Title Services from Sierra Title of Hidalgo County, Inc. and Valley Land Title Co.; and

WHEREAS, on June 7, 2019, Valley Land Title Co. rescinded their proposal for Title Services to the Authority; and

WHEREAS, staff is requesting authorization to award a professional service agreement to Sierra Title for Title Report and Title Commitment Services for the Authority;

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 award of a professional service agreement to Sierra Title of Hidalgo County, Inc., for Title Reports and Title Commitment Services for the 365 Tollway and IBTC Projects.

Section 3. The Board authorizes the Executive Director to execute the professional service agreement for Title Reports and Title Commitments with Sierra Title.

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 25th day of June, 2019, at which meeting a quorum was present.

S. David Deanda Jr., Chairman

Ricardo Perez, Secretary/Treasurer

Hidalgo County Regional Mobility Authority
Request for Proposals for
Title Report/Title Commitments – 2019-03

I. Purpose

The Hidalgo County Regional Mobility Authority (HCRMA) is soliciting Requests for Proposal (RFP) for Title Report/Title Commitment Services. The Title Reports/Commitments shall be for properties located in Hidalgo County, Texas.

The HCRMA recognizes a need to construct roadway infrastructure to improve mobility in the county, as well as, the movement of goods and service from the various International Ports of Entry. The intent of the work is to conduct title searches and prepare title reports and commitments that are necessary for the HCRMA to acquire right of way that is necessary to bid and build a roadway from approximately the Pharr International Bridge (Spur 600), then to the Donna International Bridge (FM 493) and finally extending to Interstate 2/US 83 at its juncture with State Highway 68. The work may include title reports and commitments for other proposed right of way that the HCRMA may determine necessary to acquire.

II. Services Required

The respondent(s) selected are to have adequate experienced staffing and a workload free from constraints to produce the work required by the HCRMA. Staff expertise is to include personnel who are Title Examiners and proficient in Texas Department of Transportation (TxDOT) methodologies and requirements for title reports and commitments for real property that will be acquired for use as right of way and/or easements.

The respondent(s) shall gather and review title examination materials, assemble a chain-of-title of documents that transfer ownership of real property, reviewing "links" in a chain-of-title and identify owner(s) of real property, decide if liens against property and owners are valid and designate lien holders, locate legal descriptions for property or construct descriptions when necessary, and prepare a report for each title examination that incorporates this information.

Additionally, respondent(s) shall issue title commitments for the purpose of providing the terms and conditions on which the title company will be issuing a title policy. The title commitments shall contain four (4) parts; Schedule A – specific information about the proposed transactions, Schedule B – a list of standard and specific exceptions that the title policy will not cover, Schedule C – requirements that must be met in order for the title policy to be issued and Schedule D – disclosure of ownership and office of the Underwriter, agents and any party receiving premiums for furnishing title evidence, examinations and/or closing the transaction.

The consultant(s) selected are expected to work with the following agencies: HCRMA, TxDOT, City of Mission, City of McAllen, City of Pharr, City of San Juan, City of Alamo, City of Donna, Hidalgo County Drainage District No. 1, Hidalgo County Irrigation District No. 2, Hidalgo County Irrigation District No. 3, Hidalgo County Irrigation District No. 19, Donna Irrigation District No. 1, International Boundaries & Water Commission, and utility companies such as Texas Gas Service, American Electric & Power, Magic Valley Electric Cooperative, Spectrum, Oil/Gas Exploration/Production, Sprint, ATT, etc. This list of agencies/companies is representative and is not all inclusive.

The selected respondent(s) may also interact with private property owners while performing title reports for the acquisition of right of way and/or easements.

Hidalgo County Regional Mobility Authority
Request for Proposals for
Title Report/Title Commitments – 2019-03

The selected consultant(s) will also perform the work under the supervision of the HCRMA's legal counsel for land acquisition. The Law Office of Richard A Cantu, PC, and Escobedo & Cardenas, LLP, Attorneys at Law are the legal counsel of record for the HCRMA's land acquisition program.

The HCRMA reserves the right to the right to select multiple consultants for this work.

III. Proposal Requirements

Each RFP 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.
2. Name, position, phone and fax numbers of contact person.
3. Names of principals in the firm; years firm has been in business.
4. Number of staff by discipline in the office that will be working on projects, copies of their resumes and appointed project manager for proposed projects.
5. List at least three related TxDOT projects with dates, number of title reports prepared, final title report cost and names, addresses and phone numbers of representatives of these TxDOT projects who can be contacted as references.
6. Current workload of the staff that would be responsible for the work.
7. Names, disciplines and resume of sub-consultants (if any) proposed for the work.
8. Disadvantaged Business Enterprise (DBE) and Affirmative Action status of firm and sub-consultants.
9. 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.
11. Name and phone number of person to contact at the bank where the firm does business.
12. Any other items, which the consultant deems necessary.

IV. Evaluation Process

After the deadline for receipt of RFP's, an evaluation committee made up of the HCRMA Executive Director's designated representative(s) will review all proposals utilizing the evaluation criteria noted below.

V. Evaluation Criteria

The following criteria and rating points (50 points maximum) will be used to evaluate the proposal:

1. Qualification of key personnel to perform the services requested. (0-3 Points)
2. Recent experience with TxDOT projects comparable to the title report work proposed. (0-3 Points)
3. Reputation for personal and professional integrity and competence. (0-3 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%). (0-3 Points)
5. Current workload. (0-3 Points)
6. Demonstrate ability to meet schedules or deadlines. (0-5 Points)
7. Degree of interest shown in undertaking the work. (0-5 Points)
8. Cost to prepare title reports and title commitments (0-25 Points)

Hidalgo County Regional Mobility Authority
Request for Proposals for
Title Report/Title Commitments – 2019-03

VI. Contract Award

It is estimated that this project will be issued and awarded once the authorization is given by the HCRMA Board of Directors and/or HCRMA Executive Director to award a contracts and/or commence title reports.

The HCRMA does not guarantee that a contract(s) will be awarded as a result of the RFP. In the event that a contract(s) are awarded, but the contract(s) is not executed, the HCRMA does not guarantee that the contract(s) will be re-awarded. The HCRMA reserves the right to select multiple consultants for this work. The award date for this contract is anticipated in March 2019.

VII. Inquiries

Any informational questions regarding this RFP may be directed to Eric Davila, PE, PMP, CFM Chief Development Engineer, in writing via CivCAST.

Respondents shall restrict all contact with the HCRMA Board of Directors and direct all questions regarding this RFP, including questions regarding terms and conditions and technical specifications, to the points of contact. Failure to comply with this procedure may result in disqualification.

VIII. Response Deadline

Sealed proposals must be received at the office of Maria Alaniz, Administrative Assistant, HCRMA, 203 West Newcombe Avenue, Pharr, Texas 78577, **4:00 PM, February 11, 2019** for consideration. Each firm should submit three (3) complete hardcopy sets and a PDF version on a flash drive of their proposal to the Authority no later than this date and time in a sealed envelope indicating that its contents are in response to the Request for Proposals for **Title Report/Commitment Services – HCRMA – 2019-03**.

Hidalgo County Regional Mobility Authority
Request for Proposals for
Title Report/Title Commitments – 2019-03

PROJECT NAME: Title Report/Commitment Services - HCRMA – 2019-03

PROPOSAL OPENING DATE: February 11, 2019 at 4:00 p.m.

TO: Pilar Rodriguez, PE, Executive Director, HCRMA, Hidalgo County, Texas

Proposal of Title Report / Title Commitments

Sierra Title of Hidalgo County Inc.

(An individual/a partnership) (A corporation duly organized under the laws of the State of Texas)

The undersigned having carefully read and considered the terms and conditions of the proposal for Title Report Services the Hidalgo County Regional Mobility Authority, does hereby offer to perform such services on behalf of the Hidalgo County Regional Mobility Authority, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the RFP at the unit price, which will includes any incidental costs:

Item 1 - Title Search, Report and Exhibits – Per individual property ownership.

Cost per Title Report \$ 400.00

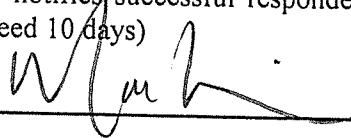
Item 2 - Title Commitment – Per fee schedule.

Include a copy of your Company's fee schedule for Title Commitments.

Respectfully submitted this 28th day of January, 2019

Specify number of days after staff notifies successful respondent that services are needed to complete a title report 3 to 5 days. (not to exceed 10 days)

SIGNATURE:



TYPE/PRINT NAME: Matthew T. Wilson

TITLE: V. P. Escrow

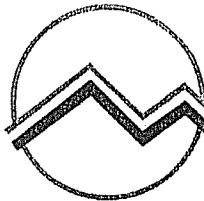
COMPANY: Sierra Title of Hidalgo County, Inc.

ADDRESS: 3401 N. 10th Street McAllen, TX 78501

TELEPHONE NO.: (956) 682-8321

FAX NO.: (956) 682-6150

EMAIL: mwilson@sierratitle.com



SIERRA TITLE

of Hidalgo County, Inc.

Title Report/ Title Commitments – 2019-03 Proposal

1. Sierra Title of Hidalgo County, Inc. 3401 N. 10th St. McAllen, TX 78501
2. Matthew Wilson- V.P. Escrow - Ph. (956) 682-8321 Fx (956) 682-6150
3. John R. King – Over 45 years
4. 64 (8 Examiners, 2 abstractors under the direction of Emerald Hollis. Six Escrow Officers under the direction of Matthew Wilson)
5. Tammy Smithson
OPC
(918) 770-5861

Highway FM 676 SH364 East to SH107

Carlos Lascurain
Sendero Acquisitions, LP
(956) 821-9869

Highway FM1924 to FM676

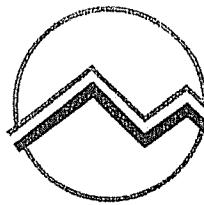
Luana Gonzalez
L & G Engineering
(956) 585-1909

FM 494 Shary Rd.; SH 107 to FM 676 5Mile line

Lorena Corpus
Half & Associates, Inc.
(956) 445-5238

FM1926 23rd St.

6. Our employees communicate and work well together to put out the work assigned to them. They have good systematic and multi-tasking skill that allows them to adapt to heavy workloads.



SIERRA TITLE

of Hidalgo County, Inc.

7. NA

8. NA

9. N/A

10. See Attached

11. N/A

12. N/A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2018

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.

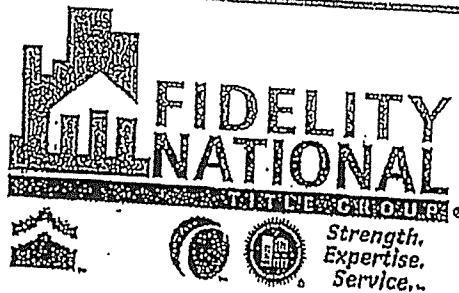
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Lupita Esquibel
Bert Whisenant Insurance 14 East Levee		PHONE (A/C, No, Ext): (956) 546-4222
Brownsville TX 78520		FAX (A/C, No): (956) 546-0157
		E-MAIL ADDRESS: lesquibel@bwi-ins.com
		INSURER(S) AFFORDING COVERAGE
		INSURER A: AmGuard Insurance Company NAIC #
INSURED		INSURER B:
Sierra Title Company, Inc.; Sierra Title Company of Hidalgo County Inc		INSURER C:
Sierra Title of Cameron & Willacy Counties, Inc.		INSURER D:
Great Western Abstract & Title Company, LLC		INSURER E:
3409 North 10th St., McAllen TX 78501		INSURER F:

COVERAGES		CERTIFICATE NUMBER: CL18122801164		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	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		SIBP907736	12/28/2018	12/28/2019	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
	MED EXP (Any one person) \$ 5,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
	GENERAL AGGREGATE \$ 2,000,000					
PRODUCTS - COMP/OP AGG \$ 2,000,000						
OTHER: \$						
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		SIAU907840	12/28/2018	12/28/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$					
	BODILY INJURY (Per accident) \$					
	PROPERTY DAMAGE (Per accident) \$					
	Uninsured/Underinsured \$ 1,000,000					
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		MEUM976211	12/28/2018	12/28/2019	EACH OCCURRENCE \$ 3,000,000
	AGGREGATE \$ 3,000,000					
	\$					
	PER STATUTE					OTH-ER
	E.L. EACH ACCIDENT \$					
E.L. DISEASE - EA EMPLOYEE \$						
E.L. DISEASE - POLICY LIMIT \$						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

CERTIFICATE HOLDER		CANCELLATION	
Hidalgo County Regional Mobility Authority 203 W. Newcombe Avenue Pharr TX 78577		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.



Alamo Title Insurance | Chicago Title Insurance Company | Commonwealth Land Title Insurance Co. | Fidelity National Title Insurance Company

Southwest Agency Division | Regional Agency | Legal Department | Underwriting

8750 N. Central Expressway, Suite 950, Dallas, TX 75231 | Website: www.FNTGSAgency.com

AGENCY Toll Free (800) 925-0965 Fax (214) 346-7233 | LEGAL/UNDERWRITING Toll Free (800) 442-7067 Fax 214-303-5442

TEXAS

SCHEDULE OF BASIC PREMIUM RATES FOR TITLE INSURANCE

Effective May 1, 2013

Policies up to and including	Basic Premium	Policies up to and including	Basic Premium	Policies up to and including	Basic Premium	Policies up to and including	Basic Premium	Policies up to and including	Basic Premium
10,000	\$238	28,500	368	46,500	497	64,500	625	82,500	753
10,500	242	29,000	373	47,000	499	65,000	628	83,000	757
11,000	244	29,500	376	47,500	503	65,500	631	83,500	759
12,000	252	30,000	380	48,000	508	66,000	635	84,000	762
12,500	255	30,500	383	48,500	512	66,500	640	84,500	767
13,000	260	31,000	387	49,000	515	67,000	644	85,000	770
13,500	264	31,500	390	49,500	518	67,500	645	85,500	773
14,000	267	32,000	393	50,000	522	68,000	649	86,000	776
14,500	270	32,500	398	50,500	525	68,500	653	86,500	781
15,000	272	33,000	401	51,000	527	69,000	656	87,000	785
15,500	276	33,500	405	51,500	531	69,500	659	87,500	788
16,000	280	34,000	408	52,000	536	70,000	664	88,000	791
16,500	284	34,500	412	52,500	540	70,500	668	88,500	795
17,000	288	35,000	415	53,000	543	71,000	672	89,000	799
17,500	292	35,500	419	53,500	547	71,500	674	89,500	801
18,000	296	36,000	422	54,000	550	72,000	677	90,000	804
18,500	298	36,500	426	54,500	553	72,500	681	90,500	809
19,000	301	37,000	429	55,000	556	73,000	685	91,000	813
19,500	304	37,500	433	55,500	559	73,500	688	91,500	817
20,000	309	38,000	437	56,000	565	74,000	692	92,000	819
20,500	312	38,500	441	56,500	568	74,500	696	92,500	823
21,000	317	39,000	443	57,000	571	75,000	700	93,000	827
21,500	320	39,500	447	57,500	575	75,500	702	93,500	831
22,000	324	40,000	450	58,000	579	76,000	706	94,000	832
22,500	327	40,500	455	58,500	581	76,500	709	94,500	837
23,000	330	41,000	457	59,000	585	77,000	713	95,000	842
23,500	333	41,500	462	59,500	589	77,500	716	95,500	845
24,000	337	42,000	465	60,000	593	78,000	720	96,000	847
24,500	340	42,500	469	60,500	597	78,500	725	96,500	851
25,000	345	43,000	471	61,000	600	79,000	729	97,000	855
25,500	348	43,500	475	61,500	603	79,500	730	97,500	859
26,000	352	44,000	479	62,000	607	80,000	734	98,000	862
26,500	355	44,500	483	62,500	611	80,500	738	98,500	866
27,000	358	45,000	487	63,000	613	81,000	742	99,000	870
27,500	361	45,500	490	63,500	617	81,500	744	99,500	873
28,000	365	46,000	493	64,000	621	82,000	748	100,000	875

FNTG Online Rate Calculator: <http://ratecalculator.fntg.com>

Premiums shall be calculated as follows for policies in excess of \$100,000

1. For policies of \$100,001 - \$1,000,000

Basic Premium

- (1) Subtract \$100,000 from policy amount.
- (2) Multiply result in 1.(1) by 0.00554 and round to nearest whole dollar
- (3) Add \$875 to result in 1.(2).

2. For policies of \$1,000,001 - \$5,000,000

Basic Premium

- (1) Subtract \$1,000,000 from policy amount.
- (2) Multiply result in 2.(1) by 0.00456 and round to nearest whole dollar
- (3) Add \$5,861 to result in 2.(2).

3. For policies of \$5,000,001 - \$15,000,000

Basic Premium

- (1) Subtract \$5,000,000 from policy amount.
- (2) Multiply result in 3.(1) by 0.00376 and round to nearest whole dollar
- (3) Add \$24,101 to result in 3.(2).

4. For policies of \$15,000,001 - \$25,000,000

Basic Premium

- (1) Subtract \$15,000,000 from policy amount.
- (2) Multiply result in 4.(1) by 0.00267 and round to nearest whole dollar
- (3) Add \$61,701 to result in 4.(2)

5. For policies in excess of \$25,000,000

Basic Premium

- (1) Subtract \$25,000,000 from policy amount.
- (2) Multiply result in 5.(1) by 0.00160 and round to nearest whole dollar
- (3) Add \$88,401 to result in 5.(2).

Below are the premiums calculated for specific amounts.

If there is any variance from these policy amounts, you must use the formula set out above.

Specific Amount	Basic Premium								
101,000	881	130,000	1,041	159,000	1,202	188,000	1,363	217,000	1,523
102,000	886	131,000	1,047	160,000	1,207	189,000	1,368	218,000	1,529
103,000	892	132,000	1,052	161,000	1,213	190,000	1,374	219,000	1,534
104,000	897	133,000	1,058	162,000	1,218	191,000	1,379	220,000	1,540
105,000	903	134,000	1,063	163,000	1,224	192,000	1,385	300,000	1,983
106,000	908	135,000	1,069	164,000	1,230	193,000	1,390	400,000	2,537
107,000	914	136,000	1,074	165,000	1,235	194,000	1,396	500,000	3,091
108,000	919	137,000	1,080	166,000	1,241	195,000	1,401	600,000	3,645
109,000	925	138,000	1,086	167,000	1,246	196,000	1,407	700,000	4,199
110,000	930	139,000	1,091	168,000	1,252	197,000	1,412	800,000	4,753
111,000	936	140,000	1,097	169,000	1,257	198,000	1,418	900,000	5,307
112,000	941	141,000	1,102	170,000	1,263	199,000	1,423	1,000,000	5,861
113,000	947	142,000	1,108	171,000	1,268	200,000	1,429	2,000,000	10,421
114,000	953	143,000	1,113	172,000	1,274	201,000	1,435	3,000,000	14,981
115,000	958	144,000	1,119	173,000	1,279	202,000	1,440	4,000,000	19,541
116,000	964	145,000	1,124	174,000	1,285	203,000	1,446	5,000,000	24,101
117,000	969	146,000	1,130	175,000	1,291	204,000	1,451	6,000,000	27,861
118,000	975	147,000	1,135	176,000	1,296	205,000	1,457	7,000,000	31,621
119,000	980	148,000	1,141	177,000	1,302	206,000	1,462	8,000,000	35,381
120,000	986	149,000	1,146	178,000	1,307	207,000	1,468	9,000,000	39,141
121,000	991	150,000	1,152	179,000	1,313	208,000	1,473	10,000,000	42,901
122,000	997	151,000	1,158	180,000	1,318	209,000	1,479	11,000,000	46,661
123,000	1,002	152,000	1,163	181,000	1,324	210,000	1,484	12,000,000	50,421
124,000	1,008	153,000	1,169	182,000	1,329	211,000	1,490	13,000,000	54,181
125,000	1,014	154,000	1,174	183,000	1,335	212,000	1,495	14,000,000	57,941
126,000	1,019	155,000	1,180	184,000	1,340	213,000	1,501	15,000,000	61,701
127,000	1,025	156,000	1,185	185,000	1,346	214,000	1,507	20,000,000	75,051
128,000	1,030	157,000	1,191	186,000	1,351	215,000	1,512	25,000,000	88,401
129,000	1,036	158,000	1,196	187,000	1,357	216,000	1,518	30,000,000	96,401

Rates in Texas are set by the Texas Department of Insurance. For More Information, go to TDI's Website: www.tdi.texas.gov/life/index.html
 Great care has been taken to make these tables correct.

Mrs. Emerald J. Hollis
Title Examiner – Examination Department Manager
SIERRA TITLE OF HIDALGO COUNTY, INC.
3409 N. 10TH Street
McAllen, Texas, 78542
(956)682-8321
ehollis@sierratitle.com

Education:

Edcouch-Elsa High School – Graduate (1974-Saludatorian)
Pan-American University – (Into Sophomore year 1974-1975)

Languages:

English / Spanish

Work Experience:

- 1975 to Present – SIERRA TITLE OF HIDALGO COUNTY, INC.
 - Senior Title Examiner
 - Manager Examination Department
 - Have been involved in most areas of the title insurance industry at Sierra Title.
 - Have also examined properties in Cameron, Willacy and Denton Counties for Sierra Title.
- 1973-1974 – Dr. Diver's Medical Office
 - Receptionist
 - Sent out Insurance and Medicare/ Medicaid claims for payment.
 - Assisted Doctor with patient interviews and with medical procedures.
- 1971-1973 – (Part-time) Sacred Heart Catholic Church
 - Transferred and completed Baptism Records Books.
 - Worked with correspondence for Priests.
 - Worked with educational curriculum with Sisters at the Parish and taught Catechetical doctrine.
- 1973 –(Part-time) Arguelles Dept. Store
 - Customer Service and Cash Register
 - Maintaining inventory and keeping store clean and organized.
- 1970-1975 – (Part-time) Babysitting services for school teachers' and administrators' children.

- 1971-1974 – (Part-time) Tutored students at noon and afterschool at Edcouch-Elsa High.

Skills:

Organizational and Management skills
Excellent Customer Service response
Excellent Communication skills, verbal and written word
Timely completion of projects
Literate in many computer programs

Past Times:

Spending time with family, fishing, sewing, crocheting, baking, playing with family dogs

Other:

Involved with church and other charitable functions.



3401 North 10th Street • McAllen, Texas 78501 • TEL.: (956) 682-8321 • FAX: (956) 429-0127

Company Resume

Sierra Title of Hidalgo County, Inc. is a title insurance agent, underwriting title policies for such title guaranty companies as Chicago Title Insurance Company, Fidelity National Title Insurance Company, First American Title Company, Sierra Title Guaranty Company, WFG Title Insurance Company and Old Republic Title Insuance Company.

Sierra is Edinburg and Hidalgo County born and bred. Its original office at 109 North 10th Street in Edinburg has been in operation for more than 75 years. During such time, the Company has expanded to maintain its title plant (copies of documents back to the King of Spain), its examination department, its tax department and its Escrow services throughout the County. Its main office is now located at 3401 North 10th Street in McAllen.

As a Title Agent, Sierra is responsible for ensuring the properties purchased by its clients, are free of any claims and everything is clean from a legal perspective. It is responsible for insuring Lenders that properties mortgaged by their Borrowers are free of any claims and everything is clean from a legal perspective. Sierra Title issues Owner's Policies, Loan Policies, Easement Estate policies, Leasehold Estate policies, and similarly authorized policies. It works closely with its Underwriters and researches property title. Its main job is to ensure that there is no fraud in the property dealings or prior chain of title. Sierra's job includes collecting documents, surveys, closing instructions in order to prepare closing statements – sometimes inspecting the subject property, etc., for the closing of the transaction and the insuring process. Sierra Title of Hidalgo County, Inc. carries out these and other responsibilities, with good communication, interpersonal, and computer skills. For its research, Sierra maintains up to date records of the documents, as well as the maps filed in the real property records at the Office of the County Clerk of Hidalgo County, Texas, and the Probate and Divorce suits filed in the offices of the County and District Clerks of Hidalgo County, Texas.

Aside from its title insurance services, Sierra Title of Hidalgo County, Inc. also provides title evidence service to its customers and works alongside surveying companies, State, County and City contracting companies and/or directly with State, County and City offices, attorneys, utility Companies and Lenders. This title evidence is provided in different forms, such as involuntary name searches for creditors' liens filed against certain parties and/or similar names, bankruptcy suits and city, state and federal liens. Sierra Title of Hidalgo County, Inc. also provides property searches for record owner(s) which show how the title was acquired, property liens, right of way easements, leases, etc., including the descriptions of all

title defects, if any, which are found. While it provides a Name Lien Search for involuntary names liens, suits, etc., that same search is included in its Report of Title – the property search for ownership, property liens and, depending on the customer request, may or may not include right of way easements, leases, etc. These Reports of Title and Name Lien searches ARE NOT title insurance policies, nor are they deemed to insure.

Skills

- Strong experience in the title insurance industry, maintaining up-to-date knowledge of changing title insurance regulations
- Attend seminars, etc. and maintain certifications, to comply with Texas Board of Title Insurance
- Advanced industry experience and exemplary achievements toward proficiency
- Familiar with the terminology used in real estate transactions
- Performing title search by examining property records from sovereignty or subsequent dates
- Collecting evidence necessary for getting descriptions of property and details of involved parties
- Looking for outstanding mortgages, unpaid taxes, leases, and other legal issues
- Researching and examining titles, easements, oil and gas leases, other leases, mineral reservations and/or conveyances, probate suits, divorce suits, bankruptcy suits, etc., and contract documents and verify legal descriptions, restrictions, and ownership
- Examine and prepare reports related to title encumbrances found in the search activities
- Collaborating with underwriters and ensuring no errors in title insurance policies
- Responsible for ensuring property title is legitimate and providing honest services to property buyers
- Preparing title insurance policy to ensure clients do not face any legal complications or claims
- Confer with buyers and sellers and exchange title-related information
- Preparing real estate closing statements and register land documents under the prevailing State regulations
- Proficient in multi-tasking and managing time efficiently
- Deadline-focused and success oriented with excellent communication, interpersonal, and computer and organizational skills, presentation and closing skills
- Highly experienced in providing timely U. S, State of Texas, local County and City, Surveyor and Utility Companies “**Project**” title evidence reports and title commitments

- Establish and maintain highly collaborative relationships with real estate agents, buyers, sellers, lenders, public sector officials and departments, attorneys, surveyors and lenders
- Highly skilled in closing of commercial, residential, construction, home equity loan, etc. transactions

Sierra Title's employees provide a mountain of title insurance knowledge and experience, ready to service the needs of their clients. Over the years, Sierra Title of Hidalgo County, Inc. has expanded and maintains offices in McAllen, Edinburg, Weslaco and Mission.

Many of the Sierra Title of Hidalgo County, Inc. employees help to make an impact in the local areas of where they live, by giving of themselves through volunteering their time and talents to a number of charitable organizations. Our employees contribute hundreds of hours by volunteering their time in countless ways to those organizations that they personally deem important to the welfare of the community.

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>06/14/19</u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u>06/25/19</u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: RESOLUTION 2019 - 27 – APROVAL OF AMENDMENTS TO POLICIES AND PROCEDURES GOVERNING PROCUREMENT OF GOODS AND SERVICES BY THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Approval of Resolution 2019-27 Amendments to policies and procedures governing procurement of goods and services.
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- 27 – Approval of amendments to policies and procedures governing procurement of goods and services by 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: 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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2019 – 27

APPROVAL OF AMENDMENTS TO POLICIES AND PROCEDURES GOVERNING
PROCUREMENT OF GOODS AND SERVICES BY THE HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 25th day of June, 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”); and

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

WHEREAS, on October 8, 2006 the Authority adopted the Policies and Procedures Governing Procurement of Goods and Services; and

WHEREAS, from time to time, the Authority reviews, updates and amends the Policies and Procedures Governing Procurement of Goods and Services to ensure compliance with the latest rules, regulation, code or laws that govern provisions within the policies and procedures; and

WHEREAS, the Board has determined it is in the best interest of the Authority to update the Policies and Procedures Governing the Procurement of Goods and Services;

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 amendments to the Policies and Procedures Governing Procurement of Goods and Services for the Hidalgo County Regional Mobility Authority (hereto attached as Exhibit A in substantially final form).

Section 3. The Board authorizes the Executive Director to implement the amendments to the Policies and Procedures Governing Procurement of Goods and Services after review by counsel and the Texas Department of Transportation.

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 25th day of June, 2019, at which meeting a quorum was present.

S. David Deanda, Chairman

ATTEST:

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

AMENDMENT
TO
POLICIES AND PROCEDURES GOVENING
THE
PROCUREMENT OF GOODS AND SERVICES
BY THE
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
DATE
JUNE 25, 2019

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AMENDED POLICIES AND PROCEDURES GOVERNING
PROCUREMENTS OF GOODS AND SERVICES**

(Adopted November 17, 2006)
(Amended and Restated June 23, 2015)
(Revised June 25, 2019)

TABLE OF CONTENTS

	PAGE
SECTION 1. STATEMENT OF GENERAL POLICY.....	2
SECTION 2. CONFLICT OF INTEREST.....	2
SECTION 3. DISADVANTAGED BUSINESS PARTICIPATION; COMPLIANCE WITH POLICY,.....	3
SECTION 4. SUSPENSION AND DEBARMENT.....	4
SECTION 5. DEFINITIONS.....	4
SECTION 6. CONSTRUCTION AND BUILDING CONTRACTS.....	9
SECTION 7. PROFESSIONAL SERVICES.....	17
SECTION 8. GENERAL GOODS AND SERVICES.....	21
SECTION 9. CONSULTING SERVICES.....	23
SECTION 10. COMPREHENSIVE DEVELOPMENT AGREEMENTS.....	26
SECTION 11. DESIGN BUILD AND DESIGN BUILD FINANCE AGREEMENTS.....	32
SECTION 12. PARTICIPATION IN STATE AND COOPERATIVE PURCHASING PROGRAMS; AND INTERGOVERNMENTAL AGREEMENTS.....	37
SECTION 13. EMERGENCY PROCUREMENTS.....	37
SECTION 14. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY.....	38

**AMENDED POLICIES AND PROCEDURES GOVERNING PROCUREMENTS OF
GOODS AND SERVICES BY THE
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

SECTION 1. STATEMENT OF GENERAL POLICY.

1.1. **Policy.** It is the policy of the Hidalgo County Regional Mobility Authority (the "Authority") that all Authority procurements shall be based solely on economic and business merit in order to best promote the interests of the citizens of the counties served by the Authority.

1.2. **Required Conduct.** An entity that does business with the Authority is required to (i) adhere to all civil and criminal laws related to business; maintain good standing with the State of Texas and Hidalgo County; and (ii) notify the Authority in writing within five (5) days after the date the entity knows or should have known of the existence of (a) a conviction of, plea of guilty or no lo contendere to, a civil judgment for, or a public admission to a crime or offense related to the business by the entity; (b) debarment by the entity by the State of Texas, federal government, Hidalgo County or any municipality within Hidalgo County; or (c) any behavior of the entity that seriously and directly affects the entity's responsibility to the Authority that is also a violation of the law or Authority's rules or policies. Any violation of Required Conduct is grounds for score reduction or contract termination.

SECTION 2. CONFLICT OF INTEREST.

2.1. **Independence and Influence.** In addition to any other requirements of restrictions imposed by state law, a member of the Board of Directors or an employee or agent of the Authority shall not (a) contract with the Authority or, without disclosure and recusal, be directly or indirectly interested in a contract with the Authority or the sale of property to the Authority; (b) accept or solicit any gift, favor, or service that might reasonably tend to influence that Board member, employee or agent in the making of procurement decisions or that the Board member, employee or agent knows or should have known is being offered with the intent to influence the Board member's, employee's or agent's making of procurement decisions; or (c) accept other compensation that could reasonably be expected to impair the Board member's, employee's or agent's independence of judgment in the making of procurement decisions.

2.2. **Familial Relationships.** A bidder shall not be eligible to contract with the Authority if a Board member, employee or agent is related to the bidder within the second degree of consanguinity or affinity, as determined under Chapter 573, Government Code. A bidder shall be required to complete a conflict of interest disclosure statement disclosing any business or familial relationships with Board members, employees or agents of the Authority which may disqualify the bidder from consideration.

2.3. **Benefits.** An entity, including an individual representing or affiliated with such entity, or individual doing business with the Authority shall not provide a benefit to any Board Member or employee of the Authority. For the purposes of this Section 2.3, "benefit" shall have the meaning ascribed to it in Title 43 Texas Administrative Code, Rule 10.5: "a benefit ... is anything that is reasonably regarded as financial gain or financial advantage, including a benefit to another person

in whose welfare the beneficiary has a direct and substantial interest, regardless of whether the donor is reimbursed. Examples are cash, loans meals, lodging, services, tickets, door prizes, free entry to entertainment or sporting events, transportation, hunting or fishing trips, or discounts on goods or services.” The following are not benefits: (i) a token item, other than cash, a check, stock, bond or similar item, that is distributed generally as a normal means of advertising and that does not exceed an estimated value of \$25; (ii) an honorarium in the form of a meal served at an official event, such as conference, workshop, seminar or symposium; or (iii) reimbursement for food, travel, or lodging to an official event described in (ii) above in an amount allowable under the Authority’s travel and entertainment policies, or as otherwise approved by the Executive Director.

2.4. Disclosure. The Authority shall take reasonable steps to prevent, identify, and mitigate conflicts of interest for employees, board members, and consultants and will promptly disclose any potential conflict of interest in writing to TxDOT. Additionally,

- (a) bidders for Authority contracts and affected Board Members are required to file form CIQ Conflicts of Interest Questionnaire for Vendor and Other Persons Doing Business with Local Governmental Entity, attached hereto as *Schedule 2.4 (a)*;
- (b) an entity that does business with the Authority is required to disclose, in writing, the existence of a conflict of interest involving an agreement between the entity and the Authority and adequately remedy the conflict either before the effective date of the agreement or, if the conflict arises after the effective date of the agreement, promptly after the date the entity knows or should have known of the conflict. Contractors and consultants of the Authority shall complete a certificate attesting to the following: (i) no ownership in real property that is known or anticipated to be necessary for the development of an Authority project; (ii) no personal investments that could be reasonably expected to create a conflict of interest with the Authority; (iii) after reasonably inquiry, no knowledge of any subcontractor having any investment in real property that is known or anticipated to be necessary for an Authority project or personal investment that could reasonably be expected to create a conflict of interest with the Authority; and (iv) no offer of any gift, favor, or service to a member or representative of the Authority Board of Directors that might reasonably influence any official duty or that is being offered with the intent to influence official conduct. If a contractor or consultant to the Authority cannot make such attestations, then a formal disclosure must be made. See *Schedule 2.4 (b)*; and
- (c) an entity that enters into a contract with the Authority must submit a disclosure of interest parties (Form 1295) to the Authority at the time the entity submits the signed contract to Authority as required by State law.

SECTION 3. DISADVANTAGED BUSINESS PARTICIPATION: COMPLIANCE WITH POLICY.

Disadvantaged Business Enterprises (“DBEs”) are encouraged to participate in the Authority’s procurement process. The Authority has entered into an agreement with TxDOT adopting TxDOT’s DBE policy. See *Schedule 3*.

SECTION 4. SUSPENSION AND DEBARMENT.

The Authority will verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or contract by searching:

- (a) System for Award Management (SAM) – U.S. government official website; and
- (b) Texas Comptroller of Public Accounts – List of vendors debarred from doing business with the State of Texas.

SECTION 5. DEFINITIONS.

As used in this policy, the following words and terms shall have the following meanings, unless the context clearly indicates otherwise.

ATC: Alternative technical concept.

Available bidding capacity: Bidding capacity less uncompleted work under a construction or building contract.

Authority: The Hidalgo County Regional Mobility Authority.

Bid or quote: The response to a request for the pricing of products, goods, or services (other than professional services or certain consulting services) that the Authority proposes to procure.

Bid documents: Forms promulgated by the Authority which the bidder completes and submits to the Authority to document the bidder's bid on a contract to be let by the Authority. Unless otherwise authorized by the Board, Bid documents promulgated by the Authority for a procurement will include the following information: (i) the location and description of the proposed work; (ii) an estimate of the various quantities and kinds of work to be performed and/or materials to be furnished; (iii) a schedule of items for which unit prices are requested; (iv) the time within which the work is to be completed; any special provisions and special specifications; (vi) the amount of bid guaranty, if any, required; and (vii) the Authority's goals regarding the participation in the contract or in subcontracts let under the contract by DBEs, in accordance with the Authority's policies regarding such participation.

Bid guaranty: The security designated in the bid documents for a construction or building contract to be furnished by the bidder as a guaranty that the bidder will enter into a contract if awarded the work.

Bidder: An individual, partnership, limited liability company, corporation or any combination submitting a bid or offer of goods or services.

Bidding capacity: The maximum dollar value a contractor may have under a construction or building contract at any given time, as determined by the Authority.

Board or Board of Directors: The Board of Directors of the Authority.

Building contract: A contract for the construction or maintenance of an Authority building, toll plaza, or appurtenant facilities.

Comprehensive Development Agreement: An agreement with a private entity that at a minimum provides for the design and construction of a Transportation Project and may also provide for financing, acquisition, maintenance or operation of a Transportation Project. Comprehensive Development Agreements are authorized under Sections 370.305-312, Texas Transportation Code, as may be amended from time to time.

Construction contract: A contract for the construction, reconstruction, maintenance, or repair of a segment of a Transportation Project, including a contract let to preserve and prevent further deterioration of a Transportation Project.

Consulting service: The service of advising or preparing studies or analyses for the Authority under a contract that does not involve the traditional relationship of employer and employee. Except in connection with comprehensive development agreements consulting services may not be procured under a construction or building contract. Consulting services are not professional services or general goods and services as defined in this policy.

Counties of the Authority: Hidalgo County, as well as any counties which may subsequently join the Authority.

DBE: Disadvantaged Business Entity as described in Section 3.

Design Build Agreement: An agreement with a private entity that provides for both the design and construction services for a Transportation Project and may also provide for the design, construction, financing, expansion, extension, related capital maintenance, rehabilitation, alteration or repair of a Transportation Project, but does not include a leasehold interest in the Transportation Project or the right to operate or retain revenue from the operation of the Transportation Project. Design Build Agreements are authorized under Subchapter K of Chapter 360, Texas Transportation Code, as may be amended from time to time.

Design Build Contractor: A partnership, corporation, or other legal entity or team that includes an engineering firm and construction contractor qualified to engage in the design and construction of Transportation Projects in the State and that is selected by the Authority in accordance with these Policies and Procedures.

Emergency: Any situation or condition affecting a Transportation Project resulting from a natural or man-made cause, which poses an imminent threat to life or property of the traveling public or which substantially disrupts or may disrupt the safe and efficient flow of traffic and commerce or which has caused unforeseen damage to machinery, equipment or other property which would substantially interfere with or prohibit the collection of tolls in accordance with the Authority's bonding obligations and requirements.

Executive Director: The Executive Director of the Authority or any individual designated by the Board to act as the chief administrative officer of the Authority.

Federal-aid project: The construction, reconstruction, maintenance, or repair of a

segment of a Transportation Project, including a contract let to preserve and prevent further deterioration of a Transportation Project, funded in whole or in part with funds provided by the government of the United States or any department thereof.

General goods and services: Goods, services, equipment, personal property and any other item procured by the Authority in connection with the fulfillment of its statutory purposes that are not procured under a construction or building contract or that are not consulting services or professional services as defined by this policy.

Highway: A road, highway, farm-to-market road, or street under the supervision of a state or political subdivision of the State.

Intermodal hub: A central location where cargo containers can be easily and quickly transferred between trucks, trains and airplanes.

Lowest best bidder: The lowest responsible bidder on a contract that complies with the Authority's criteria for such contract, as described in Section 6 of this policy.

Materially unbalanced bid: A bid, as may be more particularly defined in the bid documents, on a construction or building contract which generates a reasonable doubt that award to the bidder submitting a mathematically unbalanced bid will result in the lowest ultimate cost to the Authority.

Mathematically unbalanced bid: A bid, as may be more particularly defined in the bid documents, on a construction or building contract containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs.

Official newspaper of the Authority: A general circulation newspaper published in the counties of the Authority. If there are multiple newspapers which are published in the counties of the Authority, the Board of Directors shall designate which one is the official newspaper of the Authority.

Open Meetings Act: Chapter 551 of the Texas Government Code, as amended from time to time.

Professional Services: Services which political subdivisions of the State must procure pursuant to the Professional Services Procurement Act, which are services defined by state law of accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, interior decorator, or professional nursing, or services provided in connection with the employment or practice of a person who is licensed or registered as a certified public accountant, an architect, a landscape architect, a land surveyor, a physician (including a surgeon, an optometrist, a professional engineer, a state certified or state licensed real estate appraiser, or a registered nurse). Except in connection with a comprehensive development agreement professional services may not be procured under a construction or building contract.

Professional Services Procurement Act: Subchapter A of Chapter 2254 of the Texas Government Code, as amended from time to time.

Public Information Act: Chapter 552 of the Texas Government Code, as amended from time to time.

Public Utility Facility: A:

- (a) water, wastewater, natural gas, or petroleum pipeline or associated equipment;
- (b) an electric transmission or distribution line or associated equipment; or
- (c) telecommunications information services, or cable television infrastructure or associated equipment, including fiber optic cable, conduit and wireless communications facilities.

RFDP: Request for detailed proposals.

RFP: Request for proposal.

RFQ: Request for qualifications.

Salvage property: Personal property (including, without limitation, supplies, equipment, and vehicles), other than items routinely discarded as waste, that through use, time, or accident is so damaged, used, consumed, or outmoded that it has little or no value to the Authority.

Surplus property: Personal property (including, without limitation, supplies, equipment, and vehicles) that is not currently needed by the Authority and is not required for the Authority's foreseeable needs. The term includes used or new property that retains some usefulness for the purpose for which it was intended or for another purpose.

State: The State of Texas.

System: A Transportation Project or a combination of transportation projects designated as a system by the Board in accordance with Texas Transportation Code § 370.034.

Transportation Project: Includes a(n):

- (a) turnpike project;
- (b) system;
- (c) passenger or freight rail facility; including (i) tracks; (ii) a rail line; (iii) switching, signaling, or other operating equipment; (iv) a depot; (v) a locomotive; (vi) rolling stock; (vii) a maintenance facility; and (viii) other real and personal property associated with a rail operation;
- (d) bridge;
- (e) ferry;

- (f) airport, other than an airport that on September 1, 2005, was served by one (1) or more air carriers engaged in scheduled interstate transportation, as those terms were defined by 14 C.F.R. Section 1.1 on that date;
- (g) pedestrian or bicycle facility;
- (h) intermodal hub;
- (i) automated conveyor belt for the movement of freight;
- (j) border crossing inspection station, including (i) a border crossing inspection station located at or near an international border crossing; and (ii) a border crossing inspection station located at or near a border crossing from another state of the United States and not more than 50 miles from an international border;
- (k) air quality improvement initiative;
- (l) public utility facility;
- (m) a transit system;
- (n) a parking area, structure, or facility, or a collection device for parking fees;
- (o) improvements in a transportation reinvestment zone designated under Texas Transportation Code, Subchapter E, Chapter 222; and
- (p) port security, transportation, or facility projects eligible for funding under Texas Transportation Code, Section 55.002.

Turnpike Project: A highway of any number of lanes, with or without grade separations, owned or operated by the Authority and any improvement, extension or expansion to the highway, including:

- (a) an improvement to relieve traffic congestion or promote safety;
- (b) a bridge, tunnel, overpass, underpass, interchange, entrance plaza, approach, toll house, service road, ramp, or service station;
- (c) an administration, storage, or other building the Board considers necessary to operate the project;
- (d) property rights, easements and interests the Board acquires to construct or operate the project;
- (e) a parking area or structure, rest stop, park, and any other improvement or amenity the Board considers necessary, useful, or beneficial for the operation of a turnpike project; and
- (f) a toll-free facility that is appurtenant to and necessary for the efficient operation of a turnpike project, including a service road, access road, ramp, interchange, bridge, or tunnel.

TxDOT: The Texas Department of Transportation.

VAC: Value added concept.

VECP: Value engineering change order process.

SECTION 6. CONSTRUCTION AND BUILDING CONTRACTS.

6.1. Competitive Bidding. A contract requiring the expenditure of public funds for the construction or maintenance of the Authority's Transportation Projects may be let by competitive bidding in which the contract is awarded to the lowest responsible bidder that complies with the Authority's criteria for such contract, and such bidder shall constitute the lowest best bidder in accordance with this Section 6. Bidding for procurements made by competitive bidding will be open and unrestricted, subject to the procedures set forth in this policy, or in the alternative, subject to the procedures set forth in the Local Government Project Procedures Manual promulgated by TxDOT; provided, however, that such procedures are adopted by the Authority's Board of Directors in separate action. Any notice of contract letting shall specify which procedures apply to the procurement.

6.2. Qualification of Bidders. A potential bidder must be qualified to bid on construction contracts of the Authority. Unless the Authority elects, in its sole discretion, to separately qualify bidders on a construction project, only bidders qualified by TxDOT to bid on construction or maintenance contracts of TxDOT will be deemed qualified by the Authority to bid on the Authority's construction contracts. At its election, the Authority may waive this Subsection 6.2 with respect to bidders on building contracts.

6.3. Qualifying with the Authority.

- (a) If, in its sole discretion, the Authority elects to separately qualify bidders on a construction project, the Authority will require each potential bidder not already qualified by TxDOT to submit to the Authority an application for qualification containing:
 1. a confidential questionnaire in a form prescribed by the Authority, which may include certain information concerning the bidder's equipment, experience, references as well as financial condition;
 2. the bidder's current audited financial statement in form and substance acceptable to the Authority; and
 3. a reasonable fee to be specified by the Authority to cover the cost of evaluating the bidder's application.
- (b) An audited financial statement requires examination of the accounting system, records, and financial statements of the bidder by an independent certified public accountant in accordance with generally accepted auditing standards. Based on the examination, the auditor expresses an opinion concerning the fairness of the financial statements and conformity with generally accepted accounting principles.

- (c) Upon the recommendation of the Executive Director and with the concurrence of the Board of Directors, the Authority may waive the requirement that a bidder's financial statement be audited if the estimated amount of the contract is one-million dollars (\$1,000,000.00) or less. A bidder with no prior experience in construction or maintenance shall not receive a bidding capacity of more than one hundred thousand dollars (\$100,000.00).
- (d) The Authority will advise the bidder of its qualification and approved bidding capacity or of its failure to qualify. A bidder qualified by the Authority will remain qualified at its approved bidding capacity for twelve (12) months from the date of the bidder's financial statement; provided, however, that the Authority may require updated audited information at any time if circumstances develop which might alter the bidder's financial condition, ownership structure, affiliation status, or ability to operate as an ongoing concern, and the Authority may revoke or modify the bidder's qualification and approved bidding capacity based on such updated information. All such decisions concerning bidder qualifications shall be at the Authority's sole discretion.

6.4. Notice of Contract Letting.

- (a) Each notice of contract letting must provide:
 1. the date, time, and place where contracts will be let and bids opened;
 2. the address and telephone number from which prospective bidders may request bid documents; and
 3. a general description of the type of construction, services or goods being sought by the Authority.
- (b) The Authority shall post notices of contract lettings on its website for at least two (2) weeks before the date for letting of a contract.
- (c) Notice of contract letting shall also be published in the officially designated newspaper of the Authority at least once, and no less than two (2) weeks before the date set for letting of the contract.
- (d) The Authority may also publish notice of contract lettings in the *Texas Register*, trade publications, or such other places that the Authority determines will enhance competition for the work.
- (e) The date specified in the notice may be extended if the Executive Director, in his or her sole discretion, determines that the extension is in the best interest of the Authority. All bids, including those received before an extension is made, must be opened at the same time.
- (f) As a courtesy the Authority will attempt to post notices of contract lettings on its website, as well as any addenda thereto. Potential bidders and interested parties should not, however, rely on the website for notices and addenda, as the notice

required under subparagraphs (b) and (c) above shall constitute the only official notice.

6.5. **Bid Documents**. The Authority will prepare a set of bid documents for each construction or building contract to be let through the procedures of this Section 6.

6.6. **Issuance of Bid Documents**.

Except as otherwise provided in this policy, the Authority will issue bid documents for a construction contract or building contract upon request and only after proper notice has been given regarding the contract letting. A request for bid documents for a federal-aid project must be submitted in writing and must include a statement in a form prescribed by the Authority certifying whether the bidder is currently disqualified by an agency of the federal government as a participant in programs and activities involving federal financial and non-financial assistance and benefits. A request for bid documents for any other construction or building contract may be made orally or in writing. Unless otherwise prohibited under this policy, the Authority will, upon receipt of a request, issue bid documents for a construction contract as follows:

- (a) to a bidder qualified by TxDOT, if the estimated cost of the project is within that bidder's available bidding capacity as determined by TxDOT;
- (b) to a bidder qualified by the Authority, if the estimated cost of the project is within that bidder's available bidding capacity as determined by the Authority; and
- (c) to a bidder who has substantially complied with the Authority's requirements for qualification, as determined by the Authority.

6.7. **Withholding Bid Documents**. The Authority will not issue bid documents for a construction contract if:

- (a) the bidder is suspended or debarred from contracting with TxDOT or the Authority;
- (b) the bidder is prohibited from rebidding a specific project because of default of the first awarded bid;
- (c) the bidder has not fulfilled the requirements for qualification under this policy, unless the bidder has substantially complied with the requirements for qualification, as determined by the Authority;
- (d) the bidder is disqualified by an agency of the federal government as a participant in programs and activities involving federal assistance and benefits, and the contract is for a federal-aid project; or
- (e) the bidder or its subsidiary or affiliate has received compensation from the Authority to participate in the preparation of the plans or specifications on which the bid or contract is based.

6.8. **Completion and Submission of Bid Documents**.

- (a) At the option of the Authority, a pre-bid conference may be held before opening bids to allow potential bidders to seek clarification regarding the procurement and/or the bid documents. Alternatively, bidders may submit written requests for clarification.
- (b) Bidders shall complete all information requested in bid documents by typing, printing by computer printer, or printing in ink. The bidder shall submit a unit price, expressed in numerals, for each item for which a bid is requested (including zero dollars and zero cents, if appropriate), except in the case of a regular item that has an alternate bid item. In such case, prices must be submitted for the base bid or with the set of items of one or more of the alternates. Unit prices shown on acceptable computer printouts will be the official unit prices used to tabulate the official total bid amount and used in the contract if awarded.
- (c) Each set of bid documents shall be executed in ink in the complete and correct name of the bidder making the bid and shall be signed by the person or persons authorized to bind the bidder.
- (d) If required by the bid documents, the bidder must submit a bid guaranty with the bid. The bid guaranty shall be in the amount specified in the bid documents, shall be payable to the Authority, and shall be in the form of a cashier's check, money order, or teller's check issued by a state or national bank, savings and loan association, or a state or federally chartered credit union (collectively referred to as "bank"). The Authority will not accept cash, credit cards, personal checks or certified checks, or other types of money orders. Bid bonds may be accepted at the sole discretion of the Authority. Failure to submit the required bid guaranty in the form set forth in this subsection shall disqualify a bidder from bidding on the project described in the bid documents.
- (e) A bid on a federal-aid project shall include, in a form prescribed by the Authority, a certification of eligibility status. The certification shall describe any suspension, debarment, voluntary exclusion, or ineligibility determination actions by an agency of the federal government, and any indictment, conviction, or civil judgment involving fraud or official misconduct, each with respect to the bidder or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director/supervisor, manager, auditor, or a position involving the administration of federal funds; such certification shall cover the three (3)-year period immediately preceding the date of the bid. Information adverse to the bidder as contained in the certification will be reviewed by the Authority and by the Federal Highway Administration, and may result in rejection of the bid and disqualification of the bidder.
- (f) The bidder shall place each completed set of bid documents in a sealed envelope which shall be clearly marked "Bid Documents for _____" (name of the project or service). When submitted by mail, this envelope shall be placed in another envelope which shall be sealed and addressed as indicated in the notice. Bids must be received at the location designated in the notice on or before the hour, as established by the official clock of the Authority, and date set for the receipt. The

official clock at the place designated for receipt of bids shall serve as the official determinant of the hour for which the bid shall be submitted and shall be considered late.

6.9. Revision of Bid by Bidder. A bidder may change a bid price before it is submitted to the Authority by changing the price and initialing the revision in ink. A bidder may change a bid price after it is submitted to the Authority by requesting return of the bid in writing prior to the expiration of the time for receipt of bids. The request must be made by a person authorized to bind the bidder. The Authority will not accept a request by telephone, telegraph, or electronic mail, but will accept a properly signed facsimile request. The revised bid must be resubmitted prior to the time specified for the close of the receipt of bids.

6.10. Withdrawal of Bid. A bidder may withdraw a bid by submitting a request in writing before the time and date of the bid opening. The request must be made by a person authorized to bind the bidder. The Authority will not accept telephone, telegraph, or electronic mail requests, but will accept a properly signed facsimile request.

6.11. Acceptance, Rejection, and Reading of Bids. Bids will be opened and read at a public meeting held at the time, date and place designated in the notice. Only the person so designated by the Authority shall open bids on the date specified in the notice, or as may have been extended by direction of the Executive Director. The Authority, acting through the Executive Director or the Executive Director's designee, will not accept and will not read a bid if:

- (a) the bid is submitted by an unqualified bidder;
- (b) the bid is in a form other than the official bid documents issued to the bidder;
- (c) the form and content of the bid do not comply with the requirements of the bid documents and/or Subsection 6.8;
- (d) the bid, and if required, federal-aid project certification, are not signed;
- (e) the bid was received after the time or at some location other than specified in the notice or as may have been extended;
- (f) the bid guaranty, if required, does not comply with Subsection 6.8;
- (g) the bidder did not attend a specified mandatory pre-bid conference, if required under the bid documents;
- (h) the proprietor, partner, majority shareholder, or substantial owner is thirty (30) or more days delinquent in providing child support under a court order or a written repayment agreement;
- (i) the bidder was not authorized to be issued a bid under this policy;
- (j) the bid did not otherwise conform with the requirements of this policy; or
- (k) more than one (1) bid involves a bidder under the same or different names.

6.12. Tabulation of Bids. Except for lump sum building contracts bid items, the official total bid amount for each bidder will be determined by multiplying the unit bid price written in for each item by the respective quantity and totaling those amounts. Bid entries such as "no dollars and no cents" or "zero dollars and zero cents" will be interpreted to be one-tenth of a cent (\$.001) and will be entered in the bid tabulation as \$.001. Any entry less than \$.001 will be interpreted and entered as \$.001. If a bidder submits both a completed set of bid documents and a properly completed computer printout of unit bid prices, the Authority will use the computer printout to determine the total bid amount of the bid. If the computer printout is incomplete, the Authority will use the completed bid documents to determine the total bid amount of the bid. If a bidder submits two (2) computer printouts reflecting different totals, both printouts will be tabulated, and the Authority will use the lowest tabulation. If a unit bid price is illegible, the Authority will make a documented determination of the unit bid price for tabulation purposes. If a unit bid price has been entered for both the regular bid and a corresponding alternate bid, the Authority will determine the option that results in the lowest total cost to the Authority and tabulate as such. If both the regular and alternate bids result in the same cost to the Authority, the Authority may select either the regular bid item or items or the alternative.

6.13. Award of Contract. Except as otherwise provided in this Section 6, if the Authority does not reject all bids, it will award the contract to the lowest best bidder. In determining the lowest best bidder, in addition to price the Authority shall consider:

- (a) the bidder's ability, capacity, and skill to perform the contract or provide the service required;
- (b) the bidder's ability to perform the contract or provide the service promptly, or in the time required, without delay or interference;
- (c) the bidder's character, responsibility, integrity, reputation, and experience;
- (d) the quality of performance by the bidder of previous contracts or services;
- (e) the bidder's previous and existing compliance with laws relating to the contract or service; and
- (f) the sufficiency of the bidder's financial resources and ability to perform the contract or provide the service.

6.14. Rejection of Bids; Nonresident Bidders. The Authority, acting through the Executive Director or his designee, may reject any and all bids opened, read, and tabulated under this policy. It will reject all bids if:

- (a) there is reason to believe collusion may have existed among the bidders;
- (b) the low bid is determined to be both mathematically and materially unbalanced;
- (c) the lowest best bid is higher than the Authority's estimate and the Authority determines that re-advertising the project for bids may result in a significantly lower low bid or that the work should be done by the Authority; or

- (d) the Board of Directors, acting on the recommendation of the Executive Director, determines, for any reason, that it is in the best interest of the Authority to reject all bids.

In accordance with Texas Government Code, Chapter 2252, Subchapter A, the Authority will not award a contract to a nonresident bidder unless the nonresident underbids the lowest best bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

No preference for local hiring will be applied to any federal-aid contracts (including invitations for bids or requests for proposal documents) and all such contracts and bid documents will contain specific provisions which state that such preferences are not applicable to contracts funded by the Federal Highway Administration.

6.15. Bid Protests.

- (a) All protests relating to advertising of bid notices, alleged improprieties or ambiguities in bid documents, deadlines, bid openings and all other bid-related procedures must be made in writing and, submitted to the Executive Director within five (5) days of the bid opening. Each protest must include the following:
 1. the name and address of the protester, and the vendor it represents, if different;
 2. the identification number, reference number, or other identifying criteria specified in the bid documents to identify the procurement in question;
 3. a statement of the grounds for protest; and
 4. all documentation supporting the protest.
- (b) A decision and response to the protest will be prepared by the Executive Director within a reasonable time after receipt of a properly prepared written protest.
- (c) Appeals of responses and decisions regarding protests must be made to the Board in writing, and must be filed with the Executive Director of the Authority, with a copy to the Chairman of the Board of Directors, within ten (10) days after the response and decision regarding the original protest are issued. Written appeals shall include all information contained in the original written protest, as well as any newly discovered documentation supporting the protest that was not reasonably available to the protester when the original protest was filed. Subject to all applicable laws governing the Authority, the decision of the Board regarding an appeal shall be final.

6.16. Contract Execution; Submission of Ancillary Items.

- (a) Within the time limit specified by the Authority, the successful bidder must execute and deliver the contract to the Authority together with all information required by the Authority relating to the Disadvantaged Business Enterprises participation to be used to achieve the contract's Disadvantaged Business Enterprises goal as specified in the bid documents and the contract.
- (b) After the Authority sends written notification of its acceptance of the successful bidder's documentation to achieve the Disadvantaged Business Enterprises goal, if any, the successful bidder must furnish to the Authority within the time limit specified by the Authority:
 1. a performance bond and a payment bond, if required and as required by Texas Government Code, Chapter 2253, with powers of attorneys attached, each in the full amount of the contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with state law; and
 2. a certificate of insurance on a form acceptable to the Authority showing coverages in accordance with contract requirements; provided, however, that a successful bidder on a routine construction contract will be required to provide the certificate of insurance prior to the date the contractor begins work as specified in the Authority's order to begin work.

6.17. Unbalanced Bids. The Authority will examine the unit bid prices of the apparent low bid for reasonable conformance with the Authority's estimated prices. The Authority will evaluate, and may reject, a bid with extreme variations from the Authority's estimate, or where obvious unbalancing of unit prices has occurred.

6.18. Bid Guaranty. Not later than seven (7) days after bids are opened, the Authority will mail the bid guaranty of all bidders to the address specified on each bidder's bid documents, except that the Authority will retain the bid guaranty of the apparent lowest best bidder, second-lowest best bidder, and third-lowest best bidder, until after the contract has been awarded, executed, and bonded. If the successful bidder (including a second-lowest best bidder or third-lowest best bidder that ultimately becomes the successful bidder due to a superior bidder's failure to comply with these rules or to execute a contract with the Authority) does not comply with Subsection 6.16 the bid guaranty will become the property of the Authority, not as a penalty but as liquidated damages, unless the bidder effects compliance within seven (7) days after the date the bidder is required to submit the bonds and insurance certificate under Subsection 6.16. A bidder who forfeits a bid guaranty will not be considered in future bids for the same work unless there has been a substantial change in the design of the project subsequent to the forfeiture of the bid guaranty and the Board of Directors, upon request made in writing by bidder and received at such time that the Board may consider the request at a regularly scheduled board meeting prior to the due date for the bids approves of the submission of a bid by the bidder.

6.19. Progress Payments; Retainage and Liquidated Damages.

- (a) In addition to other provisions required by the Authority, construction and building

contracts will provide for the Authority to make progress payments, which shall be reduced by retainage, as work progresses and is approved by the Authority.

- (b) Unless otherwise stated in the procurement, retainage shall be in the amount of five percent (5%) of the contract price until the entire work has been completed and accepted. Unless the Authority agrees otherwise in writing, retainage shall not bear interest or be segregated from other Authority funds. If the Authority agrees to segregate retainage in an interest-bearing account, the Authority may impose terms and conditions on such arrangement, including but not limited to, the following:
 - 1. retained funds must be deposited under the terms of a trust agreement with a state or national bank domiciled in Texas and approved by the Authority;
 - 2. all expenses incident to the deposit and all charges made by the escrow agent for custody of the securities and forwarding of interest shall be paid solely by the contractor;
 - 3. the Authority may, at any time and with or without reason, demand in writing that the bank return or repay, within thirty (30) days of the demand, the retainage or any investments in which it is invested; and
 - 4. any other terms and conditions prescribed by the Authority as necessary to protect the interests of the Authority.
- (c) Without limiting the Authority's right to require any other contract provisions, the Authority, at its sole discretion, may elect to require that a liquidated damages provision be made a part of any contract it enters into.

6.20. Value Engineering Change Order Process. The Authority may authorize a Value Engineering Change Order Process ("VECP") for any project through the bid documents.

SECTION 7. PROFESSIONAL SERVICES.

7.1. General. Except as otherwise permitted by Transportation Code, Chapter 370, the Authority shall procure all professional services governed by the Professional Services Procurement Act in accordance with the requirements of that Act. In the event of any conflict between these policies and procedures and the Act, the Act shall control. Where federal funds are applied to a contract, the Authority shall follow the Brooks Act, and/or other applicable federal law.

7.2. Request for Qualifications. In order to evaluate the demonstrated competence and qualifications of prospective providers of professional services, the Authority shall solicit interest and invite prospective providers of professional services to submit their qualifications to provide such services as specified in a Request for Qualifications ("RFQ") issued by the Authority.

7.3. Notice of RFQs.

(a) Notice of the issuance of an RFQ for engineering and design related professional services must provide:

- i. the contact or location from which prospective engineering and design related providers may request the RFQ;
- ii. provide a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications necessary for the services to be rendered. To the extent practicable, the scope of work should detail the purpose and description of the project, services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies;
- iii. identify the evaluation factors along with their relative weight of importance that will be used in the evaluation, ranking, and selection of providers. Evaluation factors may include, but not limited to, technical approach, work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance;
- iv. qualifications to perform the type of work requested;
- v. specify the contract type and method(s) of payment;
- vi. identify any special provisions or contract requirements associated with the solicited services; and
- vii. enough time for firms to submit a proposal.

Alternatively, the Authority may publish or otherwise distribute, in accordance with these procedures, the RFQ itself in lieu of publishing a notice of RFQ. Neither a notice of an RFQ for professional services, nor any RFQ itself shall require the submission of any specific pricing information for the specific work described in the RFQ, and may only require information necessary to demonstrate experience, qualifications, and competence of the potential provider of engineering and design related services.

(b) The Authority does not require or accept concealed cost proposals as part of the RFQ process.

(c) The Authority shall publish on its website all notices of the issuance of an RFQ and/or the entirety of the RFQ itself at least two (2) weeks prior to the deadline for

the responses.

- (d) The Authority may also publish notice of the issuance of an RFQ, or the content of the RFQ itself, in an issue of the *Texas Register*, or any newspaper, trade journal, or other such location as the Authority determines will enhance competition for the provision of services.
- (e) The date specified in the RFQ as the deadline for submission of responses may be extended if the Executive Director determines that the extension is in the best interest of the Authority.

7.4. EVALUATION, RANKING, AND SELECTION.

The Authority may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award based on the provider's demonstrated competence and qualifications to perform the service, including pre-certification by TxDOT; and ability to perform the services for a fair and reasonable price.

- (a) The Authority shall select qualified providers of professional services by first submitting all responses to a selection committee assigned by the Executive Director or the Board for scoring of the responses based on the criteria published in the RFQ.
- (b) Based on the committee's review and scoring, several firms may be short-listed based on ranking for further consideration and may be required to submit supplemental information.
- (c) After scoring, the committee shall have the option of submitting a short-list of providers to the Board or submitting all of the respondents to the Board along with the Committee's score sheets and recommendations. The selected firms may be required to make a formal presentation before the Board of Directors if the Authority determines it is needed based on size and complexity of the project.
- (d) After receipt and review of the scoring and recommendations, the Board may approve the committee's ranking or may rank the proposals and authorize negotiations with the top ranked respondent.

7.5. Fees and Negotiations.

- (a) The Authority shall attempt to negotiate a contract with the most highly qualified firm. If the Authority is unable to negotiate a satisfactory contract with the firm, the Authority shall formally terminate negotiations and then undertake negotiations with the next most qualified of the selected process. The Authority shall continue the process until a contract is entered into or until it determines that the services are no longer needed or cannot be procured on an economically acceptable basis.

- (b) The professional fees under the contract may be consistent with and must not be higher than the recommended practices and fees published by any applicable professional associations and which are customary in the area of the authority may not exceed any maximum provided by law. The Authority may use TxDOT pricing guidance for comparative purposes.
- (c) The Authority shall prepare an independent estimate breakdown of the work or labor hours, types of classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work, which shall serve as the basis for negotiation.
- (d) The Authority shall establish indirect cost rates, direct salary or wage rates, fixed fee, and other direct costs separately to ensure services are obtained at a fair and reasonable cost.
- (e) The Authority shall retain documentation of negotiation activities in accordance with retentions schedules.

7.6. Termination of Procurement. The Authority may terminate a procurement of professional services pursuant to this Section 7 at any time upon a determination that a continuation of the process is not in the Authority's best interest.

7.7. Selection Disputes.

- (a) All protests relating to RFQ notices, alleged improprieties or ambiguities in the evaluation criteria, deadlines, and all other selection-related procedures must be made in writing and, submitted to the Executive Director within five (5) days after the Board approves the top ranked respondent. Each protest must include the following:
 - i. the name and address of the protester, and the vendor it represents, if different;
 - ii. the identification number, reference number, or other identifying criteria specified in the RFQ to identify the procurement in question;
 - iii. a statement of the grounds for protest; and
 - iv. all documentation supporting the protest.
- (b) A decision and response to the protest will be prepared by the Executive Director within a reasonable time after receipt of a properly prepared written protest.

Appeals of responses and decisions regarding protests must be made to the Board in writing, and must be filed with the Executive Director of the Authority, with a copy to the Chairman of the Board of Directors, within ten (10) days after the response and decision regarding the original protest are issued. Written appeals shall include all information contained in the original written protest, as well as any newly discovered

documentation supporting the protest that was not reasonably available to the protester when the original protest was filed. Subject to all applicable laws governing the Authority, the decision of the Board regarding an appeal shall be final.

SECTION 8. GENERAL GOODS AND SERVICES.

8.1. **Approval of Board.** Every procurement of general goods and services costing more than twenty-five thousand dollars (\$25,000.00) shall require the approval of the Board, evidenced by a resolution adopted by the Board. A large procurement may not be divided into smaller lot purchases to avoid the dollar limits prescribed herein.

8.2. **Purchase Threshold Amounts.** The Authority may procure general goods and services costing twenty-five thousand dollars (\$25,000.00) or less by such method and on such terms as the Executive Director determines to be in the best interests of the Authority. General goods and services costing more than twenty-five thousand dollars (\$25,000.00) shall be procured using competitive bidding or competitive sealed proposals. A large procurement may not be divided into smaller lot purchases to avoid the dollar limits prescribed herein.

8.3. **Competitive Bidding Procedures.** Competitive bidding for general goods and services shall be conducted using the same procedures specified for the competitive bidding of construction contracts, except that:

- (a) with respect to a particular procurement, the Executive Director may waive the qualification requirements for all prospective bidders;
- (b) the Executive Director may waive the submission of payment or performance bonds (or both) and/or insurance certificates by the successful bidder if not otherwise required by law;
- (c) notice of the procurement shall be published at least two (2) weeks before the deadline for the submission of responses in the officially designated newspaper of the Authority, as well as on the Authority's website;
- (d) in addition to advertisement of the procurement as set forth in Subsection 8.3(c) above, the Authority may solicit bids by direct mail, telephone, Texas Register publication, advertising in other locations, or via the Internet. If such solicitations are made in addition to newspaper advertising, the prospective bidder may not be solicited by mail, telephone and internet or in any other manner, nor may the prospective bidder receive bid documents until such time that the advertisement has appeared on the Authority's website; and
- (e) a purchase may be proposed on a lump-sum or unit price basis. If the Authority chooses to use unit pricing in its notice, the information furnished to bidder must specify the approximate quantities estimated on the best available information, but the compensation paid the bidder must be based on the actual quantities purchased.

8.4. Award Under Competitive Bidding.

- (a) Contracts for general goods and services procured using competitive bidding shall

be awarded to the lowest best bidder based on the same criteria used in awarding construction contacts, together with the following additional criteria:

1. the quality and availability of the goods or contractual services to be provided and their adaptability to the Authority's needs and uses; and
2. the bidder's ability to provide, in timely manner, future maintenance, repair parts, and service for goods being purchased.

(b) In accordance with Texas Government Code, Chapter 2252, Subchapter A, the Authority will not award a contract to a nonresident bidder unless the nonresident underbids the lowest best bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

(c) No preference for local hiring will be applied to any federal-aid contracts (including invitations for bids or requests for proposal documents) and all such contracts and bid documents will contain specific provisions which state that such preferences are not applicable to contracts funded by the Federal Highway Administration.

8.5. Competitive Sealed Proposals.

(a) Request for Proposals. The Authority may solicit offers for provision of general goods and services by issuing a request for proposals ("RFP"). Each RFP shall contain the following information:

1. the Authority's specifications for the good or service to be procured;
2. an estimate of the various quantities and kinds of services to be performed and/or materials to be furnished;
3. a schedule of items for which unit prices are requested;
4. the time within which the contract is to be performed;
5. any special provisions and special specifications; and
6. the Authority's goals regarding the participation in the contract or in subcontracts let under the contract by Disadvantaged Business Enterprises. The Authority shall give public notice of an RFP in the manner provided for requests for competitive bids for general goods and services.

(b) Opening and Filing of Proposals; Public Inspection. The Authority shall avoid disclosing the contents of each proposal on opening the proposal and during negotiations with competing offerors. The Authority shall file each proposal in a register of proposals, which, after a contract is awarded, is open for public inspection unless the register contains information that is excepted from disclosure

as public information.

- (c) **Revision of Proposals.** After receiving a proposal but before making an award, the Authority may permit an offeror to revise its proposal to obtain the best final offer. The Authority may discuss acceptable or potentially acceptable proposals with offerors to assess an offeror's ability to meet the solicitation requirements. The Authority may not disclose information derived from proposals submitted from competing offerors. The Authority shall provide each offeror an equal opportunity to discuss and revise proposals.
- (d) **Refusal of All Proposals.** The Authority shall refuse all proposals if none of those submitted is acceptable.
- (e) **Contract Execution.** The Authority shall submit a written contract to the offeror (the "first-choice candidate") whose proposal is the most advantageous to the Authority, considering price and the evaluation factors in the RFP. The terms of the contract shall incorporate the terms set forth in the RFP and the proposal submitted by the first choice candidate, but if the proposal conflicts with the RFP, the RFP shall control unless the Authority elects otherwise. If the Authority and the first choice candidate cannot agree on the terms of a contract, the Authority may elect not to contract with the first choice candidate, and at the exclusive option of the Authority, may submit a contract to the offeror ("second-choice candidate") whose proposal is the next most favorable to the Authority. If agreement is not reached with the second choice candidate, the process may be continued with other offerors in like manner, but the Authority shall have no obligation to submit a contract to the next highest-ranked offeror if the Authority determines at any time during the process that none of the remaining proposals is acceptable or otherwise within the best interest of the Authority.

8.6. **Proprietary Purchases.** If the Executive Director finds that the Authority's requirements for the procurement of a general good or service describe a product that is proprietary to one (1) vendor and do not permit an equivalent product to be supplied, the Authority may solicit a bid for the general good or service solely from the proprietary vendor, without using the competitive bidding or competitive proposal procedures. The Executive Director shall justify in writing the Authority's requirements and shall submit the written justification to the Board. The written justification must (1) explain the need for the specifications; (2) state the reason competing products are not satisfactory; and (3) provide other information requested by the Board.

SECTION 9. CONSULTING SERVICES.

9.1. **Contracting for Consulting Services.** The Authority may contract for consulting services if the Executive Director reasonably determines that the Authority cannot adequately perform the services with its own personnel.

9.2. **Selection Criteria.** The Authority shall base its selection on demonstrated competence, knowledge, and qualifications and on the reasonableness of the proposed fee for the services.

9.3. **Contract Amounts.** The Authority may procure consulting services anticipated to cost no more than twenty-five thousand dollars (\$25,000.00) by such method and on such terms as the

Executive Director determines to be in the best interests of the Authority. Without limiting the foregoing, the Executive Director may procure consulting services anticipated to cost no more than twenty-five thousand dollars (\$25,000.00) pursuant to a "single-source contract," if the Executive Director determines that only one (1) prospective consultant possesses the demonstrated competence, knowledge, and qualifications to provide the services required by the Authority at a reasonable fee and within the time limitations required by the Authority. Consulting services anticipated to cost more than twenty-five thousand dollars (\$25,000.00) shall be procured by the Authority's issuance of either a Request for Qualifications ("RFQ") or a Request for Proposals ("RFP") as the Authority deems appropriate.

9.4. Request for Qualifications. Each RFQ prepared by the Authority shall invite prospective consultants to submit their qualifications to provide such services as specified in the RFQ. Each RFQ shall describe the services required by the Authority the criteria used to evaluate proposals, and the relative weight given to the criteria. In procuring consulting services through issuance of an RFQ, the Authority shall follow the notices set forth in Section 7 of these policies for the procurement of professional services.

9.5. Request for Proposals. Each RFP shall contain the following information:

- (a) the Authority's specifications for the service to be procured;
- (b) an estimate of the various quantities and kinds of services to be performed;
- (c) a schedule of items for which unit prices are requested;
- (d) the time within which the contract is to be performed;
- (e) any special provisions and special specifications; and
- (f) the Authority's goals regarding the participation in the contract or in subcontracts let under the contract by DBEs. The Authority shall give public notice of an RFP in the manner provided for requests for competitive bids for general goods and services.

In procuring consulting services through issuance of an RFP, the Authority shall follow the notices set forth in Section 8 of these policies for the procurement of general goods and services.

9.6. Notice of RFQs and RFPs.

- (a) Notice of the issuance of an RFQ or RFP must provide (1) the date, time, and place where responses to the RFQ or RFP will be opened, (2) the address and telephone number from which prospective proposers may request the RFQ or RFP, and (3) a general description of the type of services being sought by the Authority. Alternatively, the Authority may publish and otherwise distribute, in accordance with these procedures, the RFQ or RFP itself in lieu of publishing a notice of issuance of an RFQ or RFP.
- (b) The Authority shall publish the notice of issuance of an RFQ or RFP on its website and shall either (1) publish notice of the issuance of an RFQ or RFP, or the content

of the RFQ or RFP itself, in an issue of the *Texas Register*, or (2) publish in the officially designated newspaper of the Authority notice of the issuance of an RFQ or RFP, or the content of the RFQ or RFP itself, once at least two (2) weeks before deadline for the submission for responses in the officially designated newspaper of the Authority.

- (c) The Authority may, but shall not be required to, solicit responses to an RFQ or RFP by direct mail, telephone, advertising in trade journals or other locations, or via the internet. With regard to RFPs, if such solicitations are made in addition to the required publications, the prospective bidder may not be solicited by mail, telephone or Internet or in any other manner, nor may the prospective bidder receive bid documents until such time that notice of the RFP has been made available on the Authority's website.
- (d) The date specified in the RFQ or RFP as the deadline for submission of responses may be extended if the Executive Director determines that the extension is in the best interest of the Authority.

9.7. Opening and Filing of Responses; Public Inspection. The Authority shall avoid disclosing the contents of each response to an RFQ on opening the response and during negotiations with competing respondents. The Authority shall file each response in a register of responses, which, after a contract is awarded, is open for public inspection unless the register contains information that is excepted from disclosure as an open record.

9.8. Contract Negotiation and Execution.

- (a) With regard to consulting services procured through issuance of an RFQ, the Authority shall submit a written contract to the respondent (the "first choice candidate") whose response best satisfies the Authority's selection criteria. If the Authority and the first choice candidate cannot agree on the terms of a contract, the Authority may terminate negotiations with the first choice candidate, and, at the exclusive option of the Authority, the Authority may enter into contract negotiations with the respondent ("second choice candidate") whose response is the next most favorable to the Authority. If agreement is not reached with the second choice candidate, the process may be continued with other respondents in like manner, but the Authority shall have no obligation to submit a contract to the next highest-ranked respondent if the Authority determines that none of the remaining responses is acceptable or that continuing with the procurement is not within the best interest of the Authority.
- (b) With regard to consulting services procured through issuance of an RFP, the Authority shall submit a written contract to the offeror (the "first choice candidate") whose proposal is most advantageous to the Authority, considering price and the evaluation factors in the RFP. The terms of the contract shall incorporate the terms set forth in the RFP and the proposal submitted by the first choice candidate, but if the proposal conflicts with the RFP, the RFP shall control unless the Authority elects otherwise. If the Authority and the first choice candidate cannot agree on the terms of a contract, the Authority may elect not to contract with the first choice

candidate, and at the exclusive option of the Authority, may submit a contract to the offeror (the "second choice candidate") whose proposal is the next most favorable to the Authority. If agreement is not reached with the second choice candidate, the process may be continued with other offerors in like manner, but the Authority shall have no obligation to submit a contract to the next highest-ranked offeror if the Authority determines at any time during the process that none of the remaining proposals is acceptable or otherwise in the best interest of the Authority.

9.9. Single-Source Contracts. If the Executive Director determines that only one (1) prospective consultant possesses the demonstrated competence, knowledge, and qualifications to provide the services required by the Authority at a reasonable fee and within the time limitations required by the Authority, consulting services from that consultant may be procured without issuing an RFQ or RFP. Provided, however, that the Executive Director shall justify in writing the basis for classifying the consultant as a single-source and shall submit the written justification to the Board. The justification shall be submitted for Board consideration prior to contracting with the consultant if the anticipated cost of the services exceeds twenty-five thousand dollars (\$25,000.00). If the anticipated cost of services is less than twenty-five thousand dollars (\$25,000.00), the Executive Director, with the prior approval of the Executive Committee, may enter into a contract for services and shall submit the justification to the Board at its next regularly scheduled board meeting.

9.10. Prior Employees. Except as otherwise provided by state or federal law or for those employment positions identified in a resolution of the Board, nothing shall prohibit the Authority from procuring consulting services from an individual who has previously been employed by the Authority or by any other political subdivision of the state or by any state agency; provided, that if a prospective consultant has been employed by the Authority, another political subdivision, or a state agency at any time during the two (2) years preceding, the making of an offer to provide consulting services to the Authority, the prospective consultant shall disclose in writing to the Authority the nature of his or her previous employment with the Authority, other political subdivision, or state agency; the date such employment was terminated; and his or her annual rate of compensation for the employment at the time of termination.

9.11. Mixed Contracts. This Section 9 applies to a contract that involves both consulting and other services if the primary objective of the contract is the acquisition of consulting services.

SECTION 10. COMPREHENSIVE DEVELOPMENT AGREEMENTS.

10.1. Comprehensive Development Agreements Allowed. If specifically authorized by an applicable statute, the Authority may enter into a comprehensive development agreement ("CDA") with a private entity to construct, maintain, repair, operate, extend, or expand a Transportation Project. A CDA shall, at a minimum, provide for the design and construction of a Transportation Project, and may also provide for the financing, acquisition, maintenance, or operation of a Transportation Project. The Authority is also allowed to negotiate provisions relating to professional and consulting services provided in connection with a CDA.

10.2. Competitive Procurement Process For CDA. The Authority may either accept unsolicited proposals relating to a CDA or solicit proposals relating to a CDA in accordance with this Section 10. The competitive bidding requirements for highway projects as specified under Chapter 223,

Texas Transportation Code, and the Texas Professional Services Procurement Act do not apply to a CDA. The CDA procurement process may also provide for the submission of alternative technical concepts and value added concepts from proposers.

10.3. Unsolicited Proposals.

- (a) The Authority may accept unsolicited proposals for a project proposer to be developed through a CDA. An unsolicited proposal must be filed with the Authority and be accompanied by a \$20,000.00 non-refundable review fee. An unsolicited proposal must include the following information:
 1. the proposed Transportation Project location, scope, and limits;
 2. information regarding the proposing entity's qualifications, experience, technical competence, and capability to develop the project;
 3. a proposed financial plan for the proposed project that includes, at a minimum (A) projected project costs, and (B) proposed sources of funds; and
 4. the identity of any member of, or proposed subconsultant for, the proposing entity or team who is also performing work, directly or as a subconsultant, for the Authority.
- (b) Unsolicited proposals shall be reviewed by the Authority staff and/or consultants. The staff/consultants may request additional information from the proposer. Based on its review, the staff will make an initial recommendation to the Board (or a designated committee thereof) as to whether the Authority should authorize further evaluation of the unsolicited proposal.
- (c) If the Authority authorizes further evaluation of an unsolicited proposal, then the Authority shall publish a request for qualifications (RFQ) in accordance with the requirements of Section 10.4. Evaluation of proposals submitted in response to RFQs shall occur in accordance with the provisions of Section 10.5.

10.4. Authority Solicitation of Proposals and Competing Proposals; Requests for Qualifications. The Authority may solicit proposals or competing proposals by issuing an RFQ relating to a CDA project. The Authority shall publish an RFQ (or a notice of availability of an RFQ) in the *Texas Register* and post it on the Authority's website.

- (a) An RFQ issued by the Authority shall include the following information:
 1. a description of the project;
 2. criteria used to evaluate the proposals;
 3. the relative weight given to the criteria; and
 4. the deadline by which proposals must be received by the Authority.

(b) A proposal submitted in response to an RFQ issued under this Section 10.4, or a competing proposal submitted in response to an RFQ issued under Section 10.3(c) above, must include, at a minimum, the following:

1. information regarding the proposer's qualifications, experience, technical competence, and capability to develop the project;
2. in the case of a competing proposal submitted in response to an RFQ published by the Authority after receipt of an unsolicited proposal, a proposed financial plan for the proposed project that includes, at a minimum, (A) projected project costs, and (B) proposed sources of funds;
3. such additional information that the Authority requests within the RFQ;
4. the identity of any member of, or proposed subconsultant for, the proposing entity or team who is also performing work, directly or as a subconsultant, for the Authority; and
5. in the case of a competing proposal submitted in response to an RFQ published by the Authority after receipt of an unsolicited proposal, a \$20,000.00 non-refundable proposal review fee.

(c) The Authority may withdraw an RFQ at any time, and may then publish a new RFQ in accordance with this Section 10.4.

10.5. Evaluation of Proposals Submitted in Response to a Request For Qualifications.

(a) The Authority shall review responses to an RFQ submitted in accordance with Section 9.4 based on the criteria described in the RFQ. The Authority shall evaluate all proposals received, and shall determine which proposers will qualify to submit detailed proposals in accordance with the requirements of Section 10.6: The Authority may include an interview as part of its evaluation process.

(b) The Authority must qualify at least two (2) private entities to submit detailed proposals in accordance with the procedures under Section 10.6, unless the Authority does not receive more than one (1) proposal in response to an RFQ. If only one (1) entity responds to an RFQ (or no entity submits a response to an RFQ issued after receipt of an unsolicited proposal) the Authority may request a detailed proposal from, and may attempt to negotiate a CDA with, the sole proposer.

10.6. Requests For Detailed Proposals.

(a) The Authority shall issue a request for detailed proposals ("RFDP") from all proposers qualified in accordance with Section 10.5 above. The Authority shall mail an RFDP directly to the proposer's main address as designated in the response to the RFQ, and such RFDP must contain the following information:

1. Detailed instructions for preparing the technical proposal and the items to be included, including the criteria which will be used to evaluate the detailed proposals;

2. The relative weight given to the technical and pricing proposals and the criteria for evaluating and ranking them;
3. The process for submission of ATCs and/or VACs and the manner in which they will be considered in the evaluation and scoring process; and
4. The deadline by which the proposals must be received.

(b) An RFDP under this Section 10.6 shall require proposers to submit a sealed technical proposal and a separate sealed cost proposal relating to the following:

1. the proposer's qualifications and demonstrated technical competence;
2. the feasibility of developing the project as proposed;
3. detailed engineering or architectural designs;
4. the proposer's ability to meet schedules;
5. costing methodology; and
6. any other information the Authority considers relevant or necessary to fully assess the project.

(c) The Authority may withdraw an RFDP at any time prior to the submission deadline for detailed proposals. In such event the Authority shall have no liability to the entities chosen to submit detailed proposals.

(d) In developing and preparing to issue an RFDP in accordance with Section 10.6(a), the Authority may solicit input from entities qualified under Section 10.5 or any other person.

(e) After the Authority has issued an RFDP under Section 10.6(a), the Authority may solicit input from the proposers regarding ATCs and/or VACs.

10.7. Evaluation and Ranking of Detailed CDA Proposals. The Authority shall first open, evaluate, and score each technical proposal based on criteria set forth in the RDFP. The Authority shall subsequently open, evaluate, and score each cost proposal based on criteria set forth in the RFPD. Based on the weighting of technical and cost proposals described in the RFDP, the Authority shall then identify the proposer whose proposal offers the best value to the Authority. The Authority may interview the proposers as part of the evaluation process.

10.8. Post-Submissions Discussions.

(a) After the Authority has evaluated and ranked the detailed proposals in accordance with Section 10.7, the Authority may enter into discussions with the proposer whose proposal offers the apparent best value provided that the discussions must be limited to incorporation of aspects of other detailed proposals for the purpose of achieving the overall best value for the Authority, clarifications and minor adjustments in scheduling, cash flow, similar items, and other matters that have

arisen since the submission of the detailed proposal.

- (b) If at any point in discussions under Subsection 10.8(a) above, it appears to the Authority that the highest-ranking proposal will not provide the Authority with the overall best value, the Authority may enter into discussions with the proposer submitting the next-highest ranking proposal.
- (c) If, after receipt of detailed proposals, the Authority determines that development of a project through a CDA is not in the best interest of the Authority, or the Authority determines for any other reason that it does not desire to continue the procurement, the Authority may terminate the process and, in such event, it shall not be required to negotiate a CDA with any of the proposers.

10.9. Negotiations for CDA. Subsequent to the discussions conducted pursuant to Section 10.8 and provided the Authority has not terminated or withdrawn the procurement, the Authority and the highest-ranking proposer shall attempt to negotiate the specific terms of a CDA.

- (a) The Authority shall prescribe the general form of the CDA and may include any matter therein considered advantageous to the Authority.
- (b) The Authority may establish a deadline for the completion of negotiations for a CDA. If an agreement has not been executed within that time, the Authority may terminate the negotiations, or, at its discretion, may extend the time for negotiating an agreement.
- (c) In the event an agreement is not negotiated within the time specified by the Authority, or if the parties otherwise agree to cease negotiations, the Authority may commence negotiations with the second-ranked proposer or it may terminate the process of pursuing a CDA for the project which is the subject of the procurement process.
- (d) Notwithstanding the foregoing, the Authority may terminate the procurement process, including the negotiations for a CDA, at any time upon a determination that continuation of the process or development of a project through a CDA is not in the Authority's best interest. In such event, the Authority shall have no liability to any proposer beyond the payment provided for under Section 10.12 if detailed proposals have been submitted to the Authority.

10.10. CDA Projects with Private Equity Investment.

- (a) If a project to be developed through a CDA involves an equity investment by the proposer, the terms to be negotiated by the Authority and the proposer may include, but shall not be limited to:
 1. methods to determine the applicable cost, profit, and project distribution between the proposer and the Authority;
 2. reasonable methods to determine and clarify toll rates or user fees;
 3. acceptable safety and policing standards; and

4. other applicable professional, consulting, construction, operational and maintenance standards, expenses and costs.

(b) The Authority may only enter into a CDA with private equity investment if the project which is the subject of the CDA is identified in TxDOT's unified transportation program or is located on a transportation corridor identified in a statewide transportation plan.

(c) The Authority may not incur a financial obligation for a private entity that constructs, maintains, or operates a Transportation Project. A CDA must include a provision authorizing the Authority to purchase the interest of a private equity investor in a Transportation Project.

10.11. Authority Property Subject to a CDA. A Transportation Project (excluding a public utility facility) that is the subject of a CDA is public property and belongs to the Authority, provided that the Authority may lease rights-of-ways, grant easements, issue franchises, licenses, permits or any other lawful form of use to enable a private entity to construct, operate, and maintain a Transportation Project, including supplemental facilities. At the termination of any such agreement, the Transportation Project shall be returned to the Authority in a state of maintenance deemed adequate by the Authority and at no additional cost to the Authority.

10.12. Payment For Submission of Detailed CDA Proposals.

(a) The Authority may pay an unsuccessful proposer that submits a detailed proposal in response to an RFDP under Section 10.6 a stipulated amount of the final contract price for any costs incurred in preparing that detailed proposal. Such amount may not exceed the lesser of the amount identified in the RFDP or the value of any work product contained in the proposal that can, as determined by the Authority, be used by the Authority in the performance of its functions. Use by the Authority of any design element contained in an unsuccessful detailed proposal is at the sole risk and discretion of the Authority and does not confer liability on the recipient of the stipulated amount under this Section.

(b) After payment of the stipulated amount, if any, the Authority shall own the exclusive rights to, and may make use of, any work product contained in the detailed proposal, including technologies, techniques, methods, processes, and information contained in the project design. In addition, the work product contained in the proposal becomes the property of the Authority.

10.13. Confidentiality of Negotiations for CDAs. The Authority shall use its best efforts to protect the confidentiality of information generated and/or submitted in connection with the process for entering into a CDA to the extent permitted by Transportation Code §370.307. The Authority shall notify any proposer whose information is submitted in connection with the process for entering into a CDA is the subject of a Public Information Act request received by the Authority.

10.14. Performance and Payment Security.

(a) The Authority shall require any private entity entering onto a CDA to provide a

performance and payment bond or an alternative form of security in an amount sufficient to insure the proper performance of the agreement and protect the Authority and payment bond beneficiaries who have a direct contractual relationship with the private entity or a subcontractor of the private entity to supply labor or material. A performance or payment bond or alternative form of security shall be in an amount equal to the cost of constructing or maintaining the project, provided that if the Authority determines that it is impracticable for a private entity to provide security in such amount, the Authority shall set the amount of the bond or alternative form of security.

- (b) An alternative form of security may not be utilized unless requested by the private entity proposing to enter into a CDA. Such request shall include an explanation as to why an alternative form of security is appropriate, the form of alternative security to be utilized, and the benefits and protections provided to the Authority through use of the requested form of alternative security. A decision on whether to accept alternative forms of security, in whole or in part, shall be at the sole discretion of the Authority.
- (c) A payment or performance bond or alternative form of security is not required for that portion of a CDA that includes only design or planning services, the performance of preliminary studies, or the acquisition of real property.
- (d) In no event may the amount of the payment security be less than the performance security.
- (e) Alternative forms of security may be permitted or required in the following forms:
 1. a cashier's check drawn on a financial entity specified by the Authority;
 2. a U.S. Bond or Note;
 3. an irrevocable bank letter of credit; or
 4. any other form of security determined suitable by the Authority.

10.15. Legal Sufficiency Review. The Authority may require a private entity engaged in post-submission discussions or negotiations with the Authority concerning a proposed CDA to pay for or reimburse the Authority for an examination fee assessed in connection with the legal sufficiency review by the Texas Attorney General required by Section 371.051 of the Texas Transportation Code. The Authority may elect to make the cost of the examination fee non-refundable in the event that the CDA is not executed.

SECTION 11. DESIGN BUILD AND DESIGN BUILD FINANCE AGREEMENTS.

11.1. Design-Build and Design-Build-Finance Agreements Allowed. The Authority may use the design-build or design-build-finance method to procure the design, construction, financing, expansion, extension, related capital maintenance, rehabilitation, alteration, or repair of a Transportation Project. The Authority may not, however, enter into more than two (2) design-build or design-build-finance agreements in any fiscal year.

11.2. Competitive Procurement Process For Design-Build and Design-Build-Finance Agreements. The Authority must solicit proposals for a design-build or design-build-finance agreement in accordance with this Section 11. The Professional Services Procurement Act does not apply to a design-build or design-build-finance agreement. The design-build or design-build-finance procurement process may also provide for the submission of alternative technical concepts (“ATCs”) and value added concepts (“VACs”) from proposers.

11.3. Use of Engineer and Other Professional Services. The Authority must select or designate an engineer or a qualified engineering firm that is independent of the design-build contractor to act as the Authority’s representative during the procurement of a design-build or design-build-finance agreement. The engineer representative may be an engineer that is an employee of the Authority; the Authority’s general engineering consultant, if any; or a qualified engineer or engineering firm hired by the Authority pursuant to the Professional Services Procurement Act. Additionally, the Authority must provide for (through existing engineering resources), or contract for, inspection services, construction materials engineering and testing, and verification testing services independent of the design build contractor. Any engineer or firm selected pursuant to this Section 11.3 must be selected in accordance with the Professional Services Procurement Act and this Policy.

11.4. Requests for Qualifications. The Authority must solicit proposals for a design-build or design-build-finance agreement by issuing a Request for Qualifications (“RFQ”). The Authority shall publish the RFQ (or notice of availability of the RFQ) in the *Texas Register* and post it on the Authority’s website.

- (a) An RFQ issued by the Authority shall include the following information: (1) information regarding the proposed project’s location, scope, and limits; (2) information regarding funding that may be available for the project and a description of the financing to be requested from the design-build contractor, as applicable; (3) the criteria that will be used to evaluate the proposals, which must include the proposer’s qualifications, experience, technical competence, and ability to develop the project; (4) the relative weight given to the criteria; and (5) the deadline by which proposals must be received by the Authority.
- (b) The Authority may withdraw an RFQ at any time, and may then publish a new RFQ in accordance with this Section 11.4.

11.5. Evaluation of Proposals Submitted in Response to a Request For Qualifications.

- (a) The Authority shall review responses to an RFQ submitted in accordance with Section 11.4 based on the criteria described in the RFQ. The Authority shall evaluate all proposals received, and shall determine which proposers qualify to submit detailed proposals in accordance with the requirements of Section 11.6. The Authority may include an interview as part of its evaluation process.
- (b) The Authority must qualify at least two (2) but no more than five (5) private entities to submit detailed proposals in accordance with the procedures under Section 11.6, unless the Authority does not receive more than one (1) proposal in response to an RFQ. If only one (1) entity responds to an RFQ the Authority shall terminate the

procurement process.

11.6. Requests for Detailed Proposals.

- (a) The Authority shall issue a request for detailed proposals (“RFDP”) to all proposers qualified or short-listed in accordance with Section 11.5 above. The Authority shall provide an RFDP directly to the proposer, and such RFDP must contain the following information: (1) information on the overall project goals; (2) the Authority’s cost estimates for the design-build portion of the work; (3) materials specifications; (4) special material requirements; (5) a schematic design approximately thirty percent (30%) complete; (6) known utilities; (7) quality assurance and quality control requirements; (8) the location of relevant structures; (9) notice of the Authority rules or goals related to awarding of contracts to disadvantaged businesses; (10) available geotechnical or other detailed instructions for preparing the information related to the project; (11) the status of the environmental review process; (12) detailed instructions for preparing the technical proposal, including a description of the form and level of completeness of drawings expected; (13) the relative weighting of the technical and cost proposals and the formula by which the proposals will be evaluated and ranked; (14) the criteria and weighting for each element of the technical proposal; (15) any risks or costs to be assumed by the design-build contractor and associated with scope changes and modifications, unknown or differing site conditions, environmental clearance and other regulatory permitting, and natural disasters and other force majeure events; (16) a general form of the design-build or design-build-finance agreement; and (17) the deadline by which proposals must be received, which shall be no more than one hundred eighty (180) days after the issuance of the final RFDP.
- (b) An RFDP under this Section 11.6 shall require proposers to submit a sealed technical proposal and a separate sealed cost proposal. The cost proposal shall be weighted at least seventy percent (70%) in the formula for evaluating and ranking proposals. A technical proposal under this Section 11.6 must address the following: (1) the proposer’s qualifications and demonstrated technical competence (exclusive of information included in the proposer’s response to the RFQ); (2) the feasibility of developing the project as proposed, including identification of anticipated problems and proposed solutions, the ability of the proposer to meet deadlines, and the conceptual engineering design proposed. A cost proposal under this Section 11.6 must include: (1) the cost of delivering the project; (2) the estimated number of days required to complete the project; and (3) any terms for financing for the project that the proposer plans to provide.
- (c) The Authority may withdraw an RFDP at any time prior to the submission deadline for detailed proposals. In such event the Authority shall have no liability to the entities chosen to submit detailed proposals.
- (d) In developing and preparing to issue an RFDP in accordance with Section 11.6(a), the Authority may solicit input from entities qualified under Section 11.5 or any other person.

- (e) If the Authority provides for the submission of ATCs and/or VACs, the Authority shall establish a process for submission and review of ATCs and/or VACs prior to submission of a technical proposal. Only those ATCs and/or VACs approved by the Authority may be included in an entity's technical proposal. The Authority shall notify a proposer whether its ATCs and/or VACs are approved for inclusion in the technical proposal.
- (f) The Authority may conduct meetings with or interview proposers submitting a response to an RFDP.

11.7. Evaluation and Ranking of Detailed Design-Build and Design-Build-Finance Proposals. The Authority shall first open evaluate, and score each responsive technical proposal based on criteria set forth in the RFDP. The Authority shall subsequently open, evaluate, and score each cost proposal based on criteria set forth in the RFDP. The Authority shall then rank the proposers in accordance with the formula provided in the RFDP.

11.8. Unapproved Changes to Team. The Authority may reject as nonresponsive a proposal that makes a significant change to the composition of the proposer's design-build team as initially submitted that was not approved by the Authority.

11.9. Contract Negotiations.

- (a) After the Authority has evaluated and ranked the detailed proposals in accordance with Section 11.7, the Authority shall first attempt to negotiate a contract with the highest-ranked proposer. If the Authority is unable to negotiate a satisfactory contract with the highest-ranked proposer, the Authority shall, formally and in writing, end negotiations with that proposer and proceed to negotiate with the next proposer in the order of the selection ranking until a contract is reached or negotiations with all ranked proposers end.
- (b) If the RFDP provides for payment of a stipend to unsuccessful proposers, the Authority may include in the negotiations ATCs and/or VACs approved for inclusion in RFDP responses of other proposers.
- (c) The Authority may establish a deadline for the completion of negotiations for a design-build or design-build-finance agreement. If an agreement has not been executed within that time, the Authority may terminate the negotiations, or, at its discretion, may extend the time for negotiating an agreement.
- (d) In the event an agreement is not negotiated within the time specified by the Authority, or if the parties otherwise agree to cease negotiations, the Authority may commence negotiations with the second-ranked proposer or it may terminate the process of pursuing a design-build or design build-finance agreement for the project which is the subject of the procurement process.
- (e) Notwithstanding the foregoing, the Authority may terminate the procurement process at any time upon a determination that continuation of the process or development of a project through a design-build or design-build-finance agreement is not in the Authority's best interest. In such event, the Authority shall have no

liability to any proposer beyond the payment provided for under Section 11.9 if detailed proposals have been submitted to the Authority.

11.10. Payment for Submission of Detailed Design-Build or Design-Build-Finance Proposals.

- (a) Pursuant to the provisions of an RFDP, the Authority shall pay an unsuccessful proposer that submits a detailed proposal in response to an RFDP a stipend for work product contained in the proposal. The stipend must be specified in the RFDP and must be at least two-tenths of one percent (.002) of the contract amount, provided that the stipend shall not exceed the value of the work product contained in the proposal to the Authority.
- (b) After payment of the stipend, the Authority may make use of, any work product contained in the detailed proposal, including techniques, methods, processes, and information contained in the proposal. In addition, the work product contained in the proposal becomes the property of the Authority.

11.11. Confidentiality of Negotiations for Design-Build and Design-Build-Finance Agreements.

The Authority shall use its best efforts to protect the confidentiality of information generated and/or submitted in connection with the process for entering into a design-build or design-build-finance agreement to the extent permitted by law. The Authority shall notify any proposer whose information submitted in connection with the process for entering into a design-build or design-build-finance agreement is the subject of a Public Information Act request received by the Authority.

11.12. Performance and Payment Security.

- (a) The Authority shall require a design-build contractor to provide a performance and payment bond, an alternative form of security, or a combination of a performance and payment bond and alternative security in an amount equal to the cost of constructing or maintaining the project. If, however, the Authority determines that it is impracticable for a private entity to provide security in such amount, the Authority shall set the amount of the bond or alternative form of security.
- (b) A payment or performance bond or alternative form of security is not required for that portion of a design-build or design-build-finance agreement that includes only design services only.
- (c) Alternative forms of security may be permitted or required in the following forms: (1) a cashier's check drawn on a financial entity specified by the Authority; (2) a U.S. Bond or Note; (3) an irrevocable bank letter of credit drawn from a federal or Texas chartered bank; or (4) any other form of security determined suitable by the Authority.

SECTION 12. PARTICIPATION IN STATE AND COOPERATIVE PURCHASE PROGRAMS; INTERGOVERNMENTAL AGREEMENTS

12.1. Voluntary GSC Program. Pursuant to and in accordance with §2155.204 of the Government Code and Subchapter D, Chapter 271 of the Local Government Code, the Authority may request the Texas Building and Procurement Commission ("TBPC") to allow the Authority to participate on a voluntary basis in the program established by TBPC by which the TBPC performs purchasing services for local governments.

12.2. Catalog Purchase of Automated Information Systems. Pursuant to and in accordance with § 2157.067 of the Government Code, the Authority may utilize the catalogue purchasing procedure established by the TBPC with respect to the purchase of automated information systems.

12.3. Cooperative Purchases. Pursuant to and in accordance with Subchapter F, Chapter 271 of the Local Government Code, the Authority may participate in one (1) or more cooperative purchasing programs with local governments or local cooperative programs.

12.4. Interlocal Agreements. Subject to limitations imposed by State law, the Authority may enter into inter-local agreements with TxDOT, Hidalgo County, and other governmental entities to procure goods and services from or through them and/or utilize their established certifications and registries.

12.5. Effect of Procurements Under Section 11. Purchases made through the TBPC, a cooperative program or by interlocal agreement shall be deemed to have satisfied the procurement requirements of the policy and shall be exempted from the procurement requirements contained in this policy.

SECTION 13. EMERGENCY PROCUREMENTS

13.1. Emergency Procurement Procedures. The Authority may employ alternate procedures for the expedited award of construction contracts and to procure goods and services to meet emergency conditions in which essential corrective or preventive action would be unreasonably hampered or delayed by compliance with the foregoing rules. Types of work which may qualify for emergency contracts include, but are not limited to, emergency repair or reconstruction of streets, roads, highways, buildings, facilities, bridges, toll collection systems and other Authority property; clearing debris or deposits from the roadway or in drainage courses within the right of way; removal of hazardous materials; restoration of stream channels outside the right of way in certain conditions; temporary traffic operations; and mowing to eliminate safety hazards.

- (a) Before a contract is awarded under this Section, the Executive Director or his designee must certify in writing the fact and nature of the emergency giving rise to the award.
- (b) To be eligible to bid on an emergency construction and building projects, a contractor must be qualified to bid on TxDOT construction or maintenance contracts or be pre-qualified by the Authority to bid on Authority construction or building contracts.
- (c) A bidder need not be qualified or pre-qualified by the Authority to be eligible to bid on emergency non-construction or non-building projects.

(d) After an emergency is certified, if there are three (3) or more firms qualified to bid on the contract as reflected by the Authority's files, the Authority will send bid documents for the work to at least three (3) qualified contractors. The Authority will notify recipients of the bid documents of the date and time by which the bids must be submitted and when the bids will be opened, read, and tabulated. The Authority will also notify the recipients of any expedited schedule and information required for the execution of the contract. Bids will be opened, read, and tabulated, and the contract will be awarded, in the manner provided in the other subsections of this policy as required to procure construction or goods and services, as the case may be.

SECTION 14. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY.

14.1. Sale by Bid or Auction. The Authority may periodically sell the Authority's salvage or surplus property by competitive bid or auction. Salvage or surplus property may be offered as individual items or in lots at the Authority's discretion.

14.2. Trade-In for New Property. Notwithstanding Subsection 14.1, the Authority may offer salvage or surplus property as a trade-in for new property of the same general type if the Executive Director considers that action to be in the best interests of the Authority.

14.3. Heavy Equipment. If the salvage or surplus property is earth-moving, material-handling, road maintenance, or construction equipment, the Authority may exercise a repurchase option in a contract in disposing of such types of property. The repurchase price of equipment contained in a previously accepted purchase contract is considered a bid under Subsection 14.1.

14.4. Sale to State, Counties, etc. Notwithstanding Subsection 14.1 above, competitive bidding or an auction is not necessary if the purchaser is the State or a county, municipality, or other political subdivision of the State. The Authority may accept an offer made by the State or a county, municipality, or other political subdivision of the State before offering the salvage or surplus property for sale at auction or by competitive bidding.

14.5. Failure to Attract Bids. If the Authority undertakes to sell property under Subsection 14.1 and is unable to do so because no bids are made for the property, the Executive Director may order such property to be destroyed or otherwise disposed of as worthless. Alternatively, the Executive Director may cause the Authority to dispose of such property by donating it to a civic, educational or charitable organization located in the State.

14.6. Terms of Sale. All salvage or surplus property sold or otherwise disposed of by the Authority shall be conveyed on an "AS IS, WHERE IS" basis. The location, frequency, payment terms, inspection rights, and all other terms of sale shall be determined by the Authority in its sole and absolute discretion.

14.7. Rejection of Offers. The Authority or its designated representative conducting a sale of salvage or surplus property may reject any offer to purchase such property if the Executive Director or the Authority's designated representative finds the rejection to be in the best interests of the Authority.

14.8. Public Notices of Sale. The Authority shall publish the address and telephone number from which prospective consultants may request information concerning an upcoming sale in at least two (2) issues of the officially designated newspaper of the Authority, or any other newspaper of general circulation in each county of the Authority, and the Authority may, but shall not be required to, provide additional notices of a sale by direct mail, telephone, or via the internet.

* * *

Schedule 2.4(a)

FORM CIQ CONFLICTS OF INTEREST QUESTIONNAIRE

FOR VENDOR AND OTHER PERSONS DOING BUSINESS WITH LOCAL GOVERNMENTAL ENTITY

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

Signature of vendor doing business with the governmental entity

Date

Schedule 2.4(b)
FORM CIS LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of person described by Sections 176.002(a) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or other business relationship with person named in item 3

5 List gifts accepted by the local government officer and any family member, excluding gifts described by Section 176.003(a-1), if aggregate value of the gifts accepted from person named in item 3 exceed \$250 during the 12-month period described by Section 176.003(a)(2)(B)

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to a family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a), Local Government Code.

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

SCHEDULE 3

MEMORANDUM OF UNDERSTANDING REGARDING THE ADOPTION OF THE TEXAS
DEPARTMENT OF TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS
ENTERPRISE PROGRAM

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2008 - 1

ENTERING INTO A REVISED MEMORANDUM OF UNDERSTANDING
WITH THE TEXAS DEPARTMENT OF TRANSPORTATION ("TXDOT")
PROVIDING FOR THE ADOPTION OF TXDOT'S DISADVANTAGED
BUSINESS ENTERPRISE PROGRAM

THIS RESOLUTION is adopted this 13th day of February, 2008 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, from time to time the Authority anticipates receiving federal funds from the Federal Highway Administration ("FHWA") through the Texas Department of Transportation ("TxDOT") to assist the Authority with the construction of turnpike projects; and

WHEREAS, the Authority, as a sub-recipient of federal funds, is required by 49 CFR 26, to implement a program for disadvantaged business enterprises ("DBEs"), as defined by 49 CFR 26 ("DBE Program"); and

WHEREAS, TxDOT has implemented a DBE Program that is approved by the FHWA pursuant to 49 CFR part 26 and on August 9, 2007, the Authority approved a Memorandum of Agreement with TxDOT authorizing the adoption by the Authority of TxDOT's DBE Program as its own (the "MOU");

WHEREAS, TxDOT has revised the MOU and requested that the Authority enter into the revised agreement (the "Revised MOU") in order to participate in TxDOT's DBE Program;

WHEREAS, the Authority finds it appropriate to enter into the Revised MOU with TxDOT to memorialize such obligations, expectations, and rights each has as related to the Authority's adoption of the TxDOT DBE Program to meet federal requirements;

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.

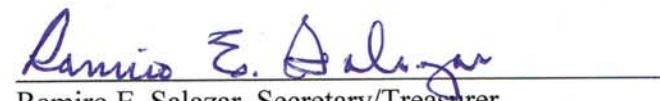
Section 2. The Chairman of the Authority is authorized to enter into the Revised MOU, substantially in form attached hereto as Exhibit A, with TxDOT adopting the TxDOT DBE Program.

Section 3. Private sector partners working with the Authority in the development of transportation projects will be subject to the TxDOT DBE Program requirements as subrecipients of funds through the Authority.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 13th day of February, 2008, at which meeting a quorum was present.



Dennis Burleson, Chairman



Ramiro E. Salazar

Ramiro E. Salazar, Secretary/Treasurer

EXHIBIT A

**MEMORANDUM OF UNDERSTANDING
REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF
TRANSPORTATION'S FEDERALLY-APPROVED DISADVANTAGED BUSINESS
ENTERPRISE PROGRAM BY
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

This Memorandum of Understanding is by and between the **TEXAS DEPARTMENT OF TRANSPORTATION ("TxDOT")**, an agency of the State of Texas; and the Hidalgo County Regional Mobility Authority, a mobility authority created under the provisions of Chapter 370, Texas Transportation Code (the "RMA").

Whereas, from time to time from the Authority receives federal funds from the Federal Highway Administration ("FHWA") through TxDOT to assist the Authority with the construction and design of projects partially or wholly funded through FHWA; and

Whereas, the Authority, as a sub-recipient of federal funds, is required by 49 CFR 26, to implement a program for disadvantaged business enterprises ("DBEs"), as defined by 49 CFR 26 ("DBE Program"); and

Whereas, TxDOT has implemented a DBE Program that is approved by the Federal Highway Administration (FHWA) pursuant to 49 CFR part 26; and

Whereas, as a condition of receiving federal funds from FHWA through TxDOT, certain aspects of the Authority's procurement of construction and design services are subject to review and/or concurrence by TxDOT; and

Whereas, the Authority and TxDOT undertake substantially similar roadway construction projects and design projects and construct and design their respective projects using substantially the same pool of contractors; and

Whereas, the Authority desires to implement a federally compliant DBE Program by adopting the TxDOT approved program, as recommended by FHWA; and

Whereas, TxDOT and the Authority find it appropriate to enter into this Memorandum of Understanding to memorialize the obligations, expectations and rights each has as related to the Authority's adoption of the TxDOT DBE Program to meet the federal requirements;

Now, therefore, TxDOT and the Authority, in consideration of the mutual promises, covenants and conditions made herein, agree to and acknowledge the following:

(1) TxDOT has developed a DBE Program and annually establishes a DBE goal for Texas that are federally approved and compliant with 49 CFR 26 and other applicable laws and regulations.

(2) The Authority anticipates being a sub-recipient of federal assistance for construction projects and design projects and, in accordance with 49 CFR § 26.21, must implement a federally approved DBE Program. The Authority receives its federal assistance through TxDOT. As a sub-recipient, the Authority has the option of developing its own program or adopting and operating under TxDOT's federally approved DBE Program. The FHWA recommends that sub-recipients, such as the Authority, adopt the DBE program, administered through TxDOT, and the Authority by its prescribed protocol adopted the TxDOT DBE Program on August 8, 2007.

(3) This Memorandum of Understanding evidences FHWA's and TxDOT's consent to the adoption of the TxDOT DBE Program by the Authority to achieve its DBE participation in federally assisted Construction

and Design Projects.

(4) The parties will work together in good faith to assure effective and efficient implementation of the DBE Program for the Authority and for TxDOT.

(5) the Authority and TxDOT have agreed upon the following delegation of responsibilities and obligations in the administration of the DBE Program adopted by the Authority:

(a) The Authority will be responsible for project monitoring and data reporting to TxDOT. The Authority will furnish to TxDOT any required DBE contractor compliance reports, documents or other information as may be required from time to time to comply with federal regulations. TxDOT will provide the necessary and appropriate reporting forms, if any, to the Authority.

(b) The Authority will recommend contract-specific DBE goals, if any, consistent with TxDOT's DBE guidelines and in consideration of the local market, project size, and nature of the good(s) or service(s) to be acquired. The Authority's recommendation may be that no DBE goals are set on any particular project or portion of a project or that proposed DBE goals be modified. The Authority and TxDOT will work together to achieve a mutually acceptable goal; however, TxDOT will retain final decision-making authority on those issues.

(c) TxDOT will cooperate with the Authority in an effort to meet the timing and other requirements of the Authority's projects.

(d) The Authority will be solely responsible for the solicitation and structuring of bids and bid documents to procure goods and services for its Construction and Design Projects and will be responsible for all costs and expenses incurred in its procurements.

(e) The DBEs eligible to participate on TxDOT construction projects or design projects also will be eligible to participate on the Authority's construction projects or design projects subject to the DBE Program, unless otherwise prohibited from bidding on a the Authority's project under applicable law or the Authority's procurement policy. The DBEs will be listed on TxDOT's website under the Texas Unified Certification Program (TUCP).

(f) The Authority will conduct investigations and provide reports with recommendations to TxDOT concerning any DBE Program compliance issues that may arise due to project specific requirements such as Good Faith Effort (GFE), Commercially Useful Function (CUF), etc. The Authority and TxDOT will work together to achieve a mutually acceptable goal; however, TxDOT will retain final decision-making authority on those issues and reserves the right to perform compliance reviews by TxDOT's Office of Civil Rights (OCR).

(g) The Authority will designate a liaison officer to coordinate efforts with TxDOT's DBE Program administrators and to respond to questions from the public and private sector regarding the Authority's administration of the DBE Program through TxDOT.

(h) The Authority will be responsible for providing TxDOT with DBE project awards and DBE Commitments, monthly DBE reports, DBE Final Reports, DBE shortfall reports, and annual and updated goal analysis and reports.

(i) TxDOT will be responsible for maintaining a directory of firms eligible to participate in the DBE Program, and providing business development and outreach programs. The Authority and TxDOT will work cooperatively to provide supportive services and outreach to DBE firms in the Hidalgo County area.

(j) The Authority will submit DBE semi-annual progress reports to TxDOT.

(k) The Authority will participate in TxDOT sponsored training classes to include topics on DBE Annual Goals, DBE Goal Setting for Construction Projects and Design Projects, DBE Contract Provisions, and DBE Contract Compliance, which may include issues such as DBE Commitments, DBE Substitution, and Final DBE Clearance. TxDOT will include DBE contractors performing work on the Authority projects in the DBE Education and Outreach Programs.

(6) In the event there is a disagreement between TxDOT and the Authority about the implementation of the TxDOT DBE Program by the Authority, the parties agree to meet within ten (10) days of receiving a written request from the other party of a desire to meet to resolve any disagreement. The parties will make good faith efforts to resolve any disagreement as efficiently as is reasonably possible in consultation with FHWA. Non-compliance by the Authority can result in restitution of federal funds to TxDOT and withholding of further federal funds upon consultation with FHWA.

(7) This Memorandum of Understanding becomes effective upon execution by all parties and automatically renews each year unless a party notifies the other parties of its intent to terminate the agreement.

(8) If this Memorandum of Understanding is terminated for any reason, the Authority will be allowed reasonable time in which to seek approval from FHWA for an alternative DBE Program, without being deemed non-compliant with 49 CFR Part 26.

(9) This Memorandum of Understanding applies only to projects for which the Authority is a sub-recipient of federal funds through TxDOT. The Authority may also implement a Minority and Women-Owned Small Business Enterprise (M/W/SBE) policy and program that applies to projects for which it is not a sub-recipient of federal funds through TxDOT and which are not subject to the TxDOT DBE Program. The Authority may, at its option, use some aspects of the TxDOT DBE Program and other similar programs in implementing its other policies and programs for its non-federally funded projects.

(10) The following attachments to this Memorandum of Understanding ("MOU") are incorporated as if fully set out herein for all purposes: Attachment A - FHWA Memorandum HCR-1/HIF-1 (relating to access required by the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973); Attachment B - SPECIAL PROVISION 000-461; Attachment C - Comprehensive Development Agreement (CDA) DBE Provisions (with TxDOT's DBE Program attached); and Attachment D - 49 CFR §26.13 (contractual assurances). In the case of any conflict between the SPECIAL PROVISION and CDA DBE Provisions and TxDOT's DBE Program, the provisions of the first two documents shall prevail in regard to CDAs only.

(11) The following procedure shall be observed by the parties in regard to any notifications:

(a) Any notice required or permitted to be given under this Memorandum of Understanding shall be in writing and may be effected by personal delivery, by hand delivery through a courier or a delivery service, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the proper party, at the following address:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY:

Dennis Burleson
Chairman
c/o LRGVDC
311 N. 15th Street

McAllen, Texas 78501-4705

With a copy to:

Blakely L. Fernandez
Tuggey Rosenthal Pauerstein Sandoloski Agather LLP
755 E. Mulberry, Ste. 200
San Antonio, Texas 78212

TEXAS DEPARTMENT OF TRANSPORTATION

Amadeo Saenz, Jr. P.E.
Executive Director
125 E. 11th Street
Austin, Texas 78701

(b) Notice by personal delivery or hand delivery shall be deemed effective immediately upon delivery, provided notice is given as required by Paragraph (a) hereof. Notice by registered or certified mail shall be deemed effective three (3) days after deposit in a U.S. mailbox or U.S. Post Office, provided notice is given as required by Paragraph (a) hereof.

(c) Either party hereto may change its address by giving notice as provided herein.

(12) This Memorandum of Understanding may be modified or amended only by written instrument, signed by both the Authority and the TxDOT and dated subsequent to the date(s) of this MOU. Except as authorized by the respective parties, no official, employee, agent, or representative of the parties has any authority, either express or implied, to modify or amend this MOU.

(13) The provisions of this MOU are severable. If any clause, sentence, provision, paragraph, or article of this MOU, or the application of this MOU to any person or circumstance is held by any court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability shall not impair, invalidate, nullify, or otherwise affect the remainder of this MOU, but the effect thereof shall be limited to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or unenforceable, and the application of such clause, sentence, provision, paragraph, or article to other persons or circumstances shall not be affected; provided, however, the Authority and TxDOT may mutually agree to terminate this Memorandum of Understanding.

(14) The following provisions apply in regard to construction of this MOU:

(a) Words of any gender in this MOU shall be construed to include the other, and words in either number shall be construed to include the other, unless the context in this MOU clearly requires otherwise.

(b) When any period of time is stated in this MOU, the time shall be computed to exclude the first day and include the last day of the period. If the last day of any period falls on a Saturday, Sunday, or national holiday, or state or county holiday, these days shall be omitted from the computation. All hours stated in this MOU are stated in Central Standard Time or in Central Daylight Savings Time, as applicable.

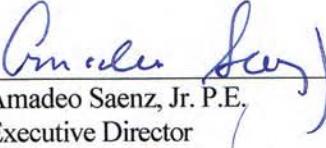
(15) This Memorandum of Understanding shall not be construed in any way as a waiver by the parties of any immunities from suit or liability that parties may have by operation of law, and the parties hereby retain all of their respective affirmative defenses.

EXECUTED by TxDOT and the Authority, acting through each duly authorized official and effective on the latest date signed.

The signatories below confirm that they have the authority to execute this MOU and bind their principles.

TEXAS DEPARTMENT OF TRANSPORTATION

By:


Amadeo Saenz, Jr. P.E.
Executive Director

Date:

3/13/08

HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY

By:


Dennis Burleson
Chairman

Date:

2/13/2008

Item 3C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>X</u>	AGENDA ITEM	<u>3C</u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u>06/24/19</u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u>06/25/19</u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: RESOLUTION 2019-28 – APPROVAL OF APPOINTMENT OF RIO GRANDE VALLEY METROPOLITAN PLANNING ORGANIZATION POLICY BOARD AND TECHNICAL ADVISORY COMMITTEE MEMBERS FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of appointment of RGV MPO Policy Board and Technical Advisory Committee Members 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 2019-28 – Approval of appointment of Rio Grande Valley Metropolitan Planning Organization Policy Board and Technical Advisory Committee Members 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 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 COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION 2019- 28**

**APPROVING DESIGNATION OF RIO GRANDE VALLEY
METROPOLITAN PLANNING ORGANIZATION MEMBERS FOR
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

THIS RESOLUTION is adopted this 25th day of June, 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, in accordance with the Rio Grande Valley Metropolitan Planning Organization Bylaws; the Chairman of the Hidalgo County Regional Mobility Authority serves as the defacto official member of the Rio Grande Valley Metropolitan Planning Organization Policy Board; and

WHEREAS, the Rio Grande Valley Metropolitan Planning Organization Bylaws; further stipulate that one (1) Director of the Hidalgo County Regional Mobility Authority may be appointed to serve as alternate members of the Rio Grande Valley Metropolitan Planning Organization Policy Board.

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

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board of Directors hereby appoints S. David Deanda, Jr., Chairman, as the primary member of the Rio Grande Valley Metropolitan Planning Organization Policy Board.
- Section 3. The Board of Directors hereby appoints Forrest Runnels, Director, as the alternate member of the Rio Grande Valley Metropolitan Planning Organization Policy Board.
- Section 4. The Board of Directors hereby appoints Pilar Rodriguez, Executive Director, Ramon Navarro IV, Chief Construction Engineer, and Eric Davila, Chief Development Engineer, as designated proxies for the primary and alternate members with all appropriate privileges assigned.
- Section 5. The Board of Directors hereby appoints Pilar Rodriguez, Executive Director, Ramon Navarro IV, Chief Construction Engineer, and Eric Davila, Chief Development Engineer, to serve on the Rio Grande Valley Metropolitan Planning Organization Technical Advisory Committee.

* * *

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 25th day of June, 2019 at which meeting a quorum was present.

S David Deanda, Jr., Chairman

Ricardo Perez, Secretary / Treasurer