

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, OCTOBER 26, 2021
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

MEMBERS OF THE PUBLIC ARE WELCOME TO PARTICIPATE REMOTELY

DIAL-IN NUMBER : +1 (408) 650-3123

Access Code: 527-921-021#

WEBLINK: <https://www.gotomeet.me/CityofPharr/hcrma-board-meeting-3>

An electronic copy of the agenda packet can be obtained at www.hcrma.net

PLEDGE OF ALLEGIANCE

INVOCATION

CALL TO ORDER OF A WORKSHOP

1. Review of proposed Fiscal Year 2022 Operating and Capital Budget.
2. Review of Quarterly Investment Report for Period Ending September 30, 2021 – HCRMA Staff.

ADJOURNMENT OF WORKSHOP

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

PUBLIC COMMENT

1. REPORTS

- A. Report on Program Manager Activity for 365 Tollway Project and IBTC Environmental Clearance Document – Eric Davila, HCRMA.
- B. Report on 365 Tollway Project Financing Activities – Richard Ramirez, Hilltop Securities.

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 September 28, 2021.
- B. Approval of Project & General Expense Report for the period from September 9, 2021, to October 6, 2021.
- C. Approval of Financial Reports for September 2021.
- D. Approval of the Quarterly Investment Report for Period Ending September 30, 2021.

3. REGULAR AGENDA

- A. Resolution 2021 – 40 – Approval of Award of Contract with Raba Kistner, Inc. for construction material testing services for the Hidalgo County Regional Mobility Authority.
- B. Resolution 2021 – 41 – Approval of Work Authorization 1 with Raba Kistner, Inc. for material testing in the 365 Tollway Project.
- C. Resolution 2021 – 47 – Approval of Award of Contract with Atlas Technical Consultants for construction material testing services for the Hidalgo County Regional Mobility Authority.
- D. Resolution 2021 – 48 - Approval of Work Authorization 1 with Atlas Technical Consultants for material testing in the 365 Tollway Project.
- ~~E. Resolution 2021 – 49 – Approval of Work Authorization 8 with Blanton & Associates, Inc. for environmental services for development of site soils and planting strategies (including monitoring) for the 365 Tollway Wetland Mitigation site.~~
- ~~F. Resolution 2021 – 50 – Approval of Contract Amendment 7 to the Professional Service Agreement with Blanton & Associates, Inc. to increase the maximum payable amount for Work Authorization Number 8.~~
- ~~G. Resolution 2021 – 51 – Approval of Work Authorization 5 with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site.~~
- ~~H. Resolution 2021 – 52 – Approval of Contract Amendment 3 to the Professional Service Agreement with HDR Engineering, Inc. to increase the maximum payable amount for Work Authorization Number 5.~~

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 personnel matters related annual evaluation of the Executive Director (551.074 T.G.C.)
- B. Consultation with Attorney on legal issues pertaining to an Interlocal Cooperative Agreement with the City of Mission to provide Right of Way Acquisition Services (Section 551.071 T.G.C.)
- C. 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.)

- D. Consultation with Attorney on legal issues pertaining to Professional Service Agreements for Engineering, Surveying and Environmental Services (Section 551.071 T.G.C.).
- E. 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.).
- F. 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.).
- G. 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.).
- H. 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.).
- I. Consultation with Attorney on personnel matters related to the COVID-19 pandemic (Section 551.074 T.G.C.).

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 Closser, Edinburg, Texas 78539), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 20th day of October 2021 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 96 hours before the meeting.

PUBLIC COMMENT POLICY

Public Comment Policy: "At the beginning of each HCRMA meeting, the HCRMA will allow for an open public forum/comment period. This comment period shall not exceed one-half (1/2) hour in length and each speaker will be allowed a maximum of three (3) minutes to speak. Speakers addressing the Board through a translator will be allowed a maximum of six (6) minutes.

All individuals desiring to address the HCRMA must be signed up to do so, prior to the open comment period. For meetings being held by telephonic or videoconference, individuals may contact Maria. E. Alaniz at (956) 402-4762 before 5:00 pm day of the meeting.

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 applies."

Note: Participation by Telephone/Video Conference Call – One or more member of the HCRMA Board of Directors may participate in this meeting through a telephone/video conference call, as authorized by Sec. 370.262, Texas Transportation Code.

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> 10/15/21 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 10/26/21 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **REVIEW OF PROPOSED FISCAL YEAR 2022 OPERATING AND CAPITAL BUDGET**

2. Nature of Request: (Brief Overview) Attachments: Yes No
Review of proposed Fiscal Year 2022 Operating and Capital Budget

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: **Review 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

Memorandum

October 14, 2021

To: S. David Deanda, Jr., Chairman

From: Pilar Rodriguez, Executive Director
Jose H. Castillo, Chief Financial Officer

Subject: Preliminary Budget for Year 2022

Background

As provided by law and good business practice, the Hidalgo County Regional Mobility Authority preliminary budget as recommended for calendar year 2022 is respectfully submitted to the Board of Directors for consideration, approval and adoption. It consists of three distinct sections (fund types)—namely, the General Fund, the Debt Service Funds and the Capital Project Fund. Presently, this budget doesn't include appropriations for Capital Projects Fund. Once funding sources and uses for the 365 Toll Project are determined an amended budget for the project will be submitted. The only inclusion to the Capital Projects Fund is an estimated transfer of \$700K to continue the advance project development.

Overview of the Budget

The budget for 2022 as presented reflects total spending at \$8.4M—with \$2.9M for operations, \$4.7M for combined debt service and 700K for project development. The 2021 adopted budget reflected \$7.8M total spending, which consisted: of \$2.7M for operations; \$4.3M debt services; and \$700K for project development.

General Fund – Within the General Fund, a conservative approach was taken regarding the Vehicle Registration Fees and were budgeted at \$7.0M as compared to \$6.5M in 2021. Permit fees were budgeted at \$1.1M as compared to \$1M in 2021. Operating appropriations are anticipated to increase by \$233,906 or 8.47% from \$2.7M in 2021 to \$2.9M in 2022.

- The 2022 proposed budget is divided into four (4) Departments:
 - Administration Office with a proposed budget of \$1,262,650.
 - Construction Department with a proposed budget of \$1,031,000.
 - Program Management Department with a proposed budget of \$697,800.

- ROW Operations Department with a proposed budget of \$4,000.
- The 2021 budget authorized 17 positions, which remained the same for the 2022 proposed budget. Total compensation, including fringe benefits, and administrative fees amount to \$2,212,850. Consisting of:
 - Administration--\$760,550.
 - Construction management--\$854,600; and
 - Program management--\$597,700.

As reflected in the preliminary budget summary, the bond coverage ratio for the VRF Series 2013 Bond and VRF Series 2020A and 2020B is still manageable at 1.76 coverage ratio and the number of days in working capital at 397 days.

Debt Service Funds

Debt service requirement for the remaining revenue bond series 2013 is estimated at \$1.5M and the bond series 2020A and 2020B is estimated at \$2.4M. Additionally, \$1.1M will be transferred from current excess vehicle registration fees as required by the State Infrastructure Bank Loan (SIB) agreement. The SIB Loan will require its second interest payment in the amount of \$812,213. No transfer is required, since enough resources are available in its debt service account.

We look forward to presenting this budget to you and welcome any questions, comments and recommendations.

Goal

The goal of this item is to meet the legal requirement as well as provide prudent financial/operational management to the affairs of the HCRMA.

Options

The Board, at its discretion, may wish to modify any part of this recommended budget.

Recommendation

Based upon a review by this Office, it is recommended that the 2022 Preliminary Budget be approved and adopted as presented. A revised budget will be required subject to changes pending the anticipated bond offering during December of the current year.

**Hidalgo County Regional Mobility Authority
2022 Combined Preliminary Budget Summary
All Funds**

	Beginning Net Position	Projected Revenues	Transfers In	Transfers Out
General Fund				
General Fund	\$ 3,966,853	\$ 8,102,000	\$ -	\$ (5,818,290)
Total General Fund	\$ 3,966,853	\$ 8,102,000	\$ -	\$ (5,818,290)
Debt Service Funds				
Senior Lein Vehicle Registration Fee Series 2013 Revenue and Refunding Bonds	\$ 113,760	\$ 5,000	\$ 1,499,250	\$ -
Senior Lein Vehicle Registration Fee Series 2020 Revenue and Refunding Bonds	\$ 67,384	\$ 400	\$ 2,470,354	\$ -
Junior Lein Revenue Bond, Taxable Series 2016	6,310,468	45,000	1,148,686	-
Tota Debt Service Fund	\$ 6,491,612	\$ 50,400	\$ 5,118,290	\$ -
Capital Projects-Advance Project Development	\$ -	-	\$ 700,000	\$ -
TOTALS	\$ 10,458,465	\$ 8,152,400	\$ 5,818,290	\$ (5,818,290)



Operations	Capital Assets	Debt Service	Total Appropriations	Revenue Over/Under Expenses	Estimated Ending Net Position
\$ 2,922,950	\$ 72,500	\$ -	\$ 2,995,450	\$ (711,740)	\$ 3,255,113
\$ 2,922,950	\$ 72,500	\$ -	\$ 2,995,450	\$ (711,740)	\$ 3,255,113
\$ -	\$ -	\$ 1,499,250	\$ 1,499,250	\$ 5,000	\$ 118,760
\$ -	\$ -	\$ 2,470,354	\$ 2,470,354	\$ 400	\$ 67,784
\$ -	\$ -	\$ 812,213	\$ 812,213	\$ 381,473	\$ 6,691,941
\$ -	\$ -	\$ 4,781,817	\$ 4,781,817	\$ 386,873	\$ 6,878,485
\$ -	\$ 700,000	\$ -	\$ 700,000	\$ -	\$ -
\$ 2,922,950	\$ 772,500	\$ 4,781,817	\$ 8,477,267	\$ (324,867)	\$ 10,133,598

Hidalgo County Regional Mobility Authority
General Fund Preliminary Budget Summary
For Year Ending December 31, 2022



	Actual 2020	Budget 2021	Estimated 2021	Budget 2022
Beginning Working Capital	\$ 3,062,094	\$ 3,570,557	\$ 3,411,842	\$ 3,966,853
Revenues				
Vehicle Registration Fees	6,422,850	6,500,000	6,900,000	7,000,000
Permit fees oversize	973,080	1,000,000	1,000,000	1,100,000
Interest income	13,329	15,000	2,000	2,000
Other income	150	-	-	-
Total Revenues	7,409,409	7,515,000	7,902,000	8,102,000
Expenditures				
Summary				
Personnel Services	985,282	2,018,944	1,040,152	2,212,850
Supplies	6,914	19,000	5,200	22,000
Other Services and Charges	351,042	480,000	408,930	533,100
Maintenance	34,579	98,000	45,500	98,000
Non-capital Outlay	14,219	48,100	4,500	57,000
Capital Outlay	6,405	97,500	-	72,500
Total Expenditures	1,398,441	2,761,544	1,504,282	2,995,450
Net Increase Before Other Financing Sources (Uses)	6,010,968	4,753,456	6,397,718	5,106,550
Other Financing Sources (Uses):				
Transfers-Out				
Debt Service Fund - VRF 2013 Bonds	(3,325,532)	(1,496,450)	(1,496,450)	(1,499,250)
Debt Service Fund - 2020A/2020B Bonds	(492,607)	(2,470,095)	(2,470,095)	(2,470,354)
Debt Service Fund - SIB Loan	(1,104,081)	(1,126,162)	(1,126,162)	(1,148,686)
Capital Projects-Advance Project Development	(739,000)	(700,000)	(750,000)	(700,000)
Total Other Financing Uses	(5,661,220)	(5,792,707)	(5,842,707)	(5,818,290)
Net Increase (Decrease) After Other Financing Sources (Uses)	349,748	(1,039,251)	555,011	(711,740)
Ending Working Capital	\$ 3,411,842	\$ 2,531,306	\$ 3,966,853	\$ 3,255,113
Operating Expenditures per Day	\$ 3,831	\$ 7,566	\$ 4,121	\$ 8,207
No. of Days of Operating Expenditures in Working Capital	891	335	963	397
Bond Coverage Ratio: VRF Series 2013 Bonds/2020A Bonds	1.68	1.64	1.74	1.76
Working Capital Calc.(operations only) fund 41:				
Current Assets as per trail balance	\$ 3,508,287			
Current Liabilities as per trail balance	(96,445)			
Working Capital	\$ 3,411,842			



Mission Statement:

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

Departments Summary

	Actual	Budget	Estimated	Budget
Expenditure Detail:	2020	2021	2021	2022
Personnel Services				
Salaries and Wages	\$ 806,472	\$ 1,660,882	\$ 857,891	\$ 1,788,800
Employee Benefits	163,435	324,912	166,061	390,900
Administrative Cost	15,375	33,150	16,200	33,150
Supplies	6,914	19,000	5,200	22,000
Other Services and Charges	351,042	480,000	408,930	533,100
Maintenance	34,579	98,000	45,500	98,000
Operations Subtotal	1,377,817	2,615,944	1,499,782	2,865,950
Capital and Non-capital Outlay	20,624	145,600	4,500	129,500
Total Expenditures	\$ 1,398,441	\$ 2,761,544	\$ 1,504,282	\$ 2,995,450
PERSONNEL				
Exempt	4	8	4	8
Non-Exempt	2	9	3	9
Part-Time	1	-	1	-
Total Positions Authorized	7	17	8	17

Contact Us:

Maria E. Alaniz
 Administrative Assistant
 P.O. Box 1766
 Pharr, TX 78577 (956) 402-4762

MAJOR FY 2022 GOALS

- 1.) **Begin construction of the 365 Toll Project**
- 2.) **Complete environmental clearance document for the International Bridge Trade Corridor Project.**
- 3.) **Begin environmental clearance document for FM 1925.**
- 4.) **Begin environmental clearance document for Section A West.**



Mission Statement:

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

Department Summary

Expenditure Detail:	Actual 2020	Budget 2021	Estimated 2021	Budget 2022
COMPENSATION				
Exempt				
Executive Director	\$ 211,190	\$ 210,000	\$ 218,075	\$ 210,000
Chief Auditor/Compliance/Officer	115,910	115,514	128,598	120,000
Chief Financial Officer	45,105	130,000	44,544	130,000
Total Exempt	372,205	455,514	391,217	460,000
Non-Exempt				
Administrative Assistant III	45,464	44,670	48,001	45,000
Administrative Assistant II	33,314	38,000	39,544	38,000
Contingency	-	28,400	-	50,200
Total Non-Exempt	78,778	111,070	87,545	133,200
Other				
Overtime	49	500	250	500
Vehicle Allowance	15,138	22,800	16,200	22,800
Phone Allowance	4,923	6,300	5,296	6,300
Total Other	20,110	29,600	21,746	29,600
Sub-Total	471,093	596,184	500,508	622,800
Benefits/Other:				
Social Security	27,400	45,608	30,094	46,000
Health Insurance	22,244	29,000	26,964	37,000
Retirement	34,078	45,608	34,690	45,000
Administrative Fee	9,525	9,750	10,125	9,750
Total Compensation and Adm. Fees	564,340	726,150	602,381	760,550
SUPPLIES				
Office Supplies	6,556	12,000	4,500	6,000
Total Supplies	6,556	12,000	4,500	6,000
OTHER SERVICES & CHARGES				
Janitorial	661	1,000	100	1,000
Utilities	2,936	2,800	2,600	2,800
Contractual Adm/IT Services	6,276	8,500	7,000	8,500
Dues & Subscriptions	11,856	15,000	15,000	18,000
Subscriptions-software	-	500	800	1,200
Postage/FedEx/Courier Services	2,393	2,500	2,200	2,500
General Liability	2,902	3,000	3,000	3,000
Insurance - E&O	1,404	1,500	1,500	1,500
Insurance - Surety	693	800	800	800
Insurance - LOC	500	500	500	500
Insurance - Other	5,079	3,000	3,200	3,800
Insurance - Cybersecurity	-	2,500	3,200	3,400
Business Meals	-	500	-	500
Advertising	-	4,000	1,500	4,000
Training	3,948	8,000	5,000	8,000
Travel	4,485	10,000	1,000	10,000

Printing	6,553	8,000	4,500	8,000
Bank service charges	-	100	-	100
Accounting & Auditing	29,210	30,000	30,000	36,000
Legal services	22,415	65,000	40,000	65,000
Legal services-gov. affairs	110,000	120,000	120,000	120,000
Financial consulting fees	3,770	4,000	4,005	6,500
Insurance consultant	12,283	10,000	7,500	10,000
Rental - Office	53,760	54,000	54,000	54,000
Rental - Office Equipment	8,329	8,500	8,200	8,500
Rental- Other	-	500	-	500
Contractual Website Services	2,200	2,400	2,400	2,400
Miscellaneous	27	500	-	500
Penalties & Interest	-	100	-	100
	<hr/>	<hr/>	<hr/>	<hr/>
Total Other Services & Charges	291,680	367,200	318,005	381,100
	<hr/>	<hr/>	<hr/>	<hr/>
<u>MAINTENANCE</u>				
Building Remodel	29,116	70,000	24,000	70,000
Maintenance and Repairs	3,603	25,000	18,500	25,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Maintenance	32,719	95,000	42,500	95,000
	<hr/>	<hr/>	<hr/>	<hr/>
<u>CAPITAL OUTLAY</u>				
Capital outlay	6,405	10,000	-	10,000
Non-capital	4,187	10,000	4,500	10,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Capital Outlay	10,592	20,000	4,500	20,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Expenditures	\$ 905,887	\$ 1,220,350	\$ 971,886	\$ 1,262,650
	<hr/>	<hr/>	<hr/>	<hr/>



Mission Statement:
 "To provide our customers with a rapid and reliable alternative for the safe and efficient movement of people, goods and services."

Department Summary				
Expenditure Detail:	Actual 2020	Budget 2021	Estimated 2021	Budget 2022
COMPENSATION				
Exempt				
Construction Engineer	\$ 135,571	\$ 134,970	\$ 144,886	\$ 135,000
Total Exempt	135,571	134,970	144,886	135,000
Non-Exempt				
Construction Inspector	-	65,000	-	70,000
Construction Inspectors (4)	-	220,000	-	260,000
Construction Recordkeeper IV	46,299	45,566	48,919	48,000
Construction Recordkeeper	-	31,000	-	45,000
Contingency	-	27,992	-	41,600
Total Non-Exempt and Contingency	46,299	389,558	48,919	464,600
Other				
Overtime	-	10,500	-	26,000
Vehicle Allowance	7,200	43,200	7,477	43,200
Phone Allowance	2,400	9,600	2,492	9,600
Total Other	9,600	63,300	9,969	78,800
Sub-Total	191,470	587,828	203,774	678,400
Benefits/Other:				
Social Security	13,851	44,968	14,747	51,200
Health Insurance	16,565	25,000	13,867	59,200
Retirement	15,324	44,968	15,588	50,200
Administrative Fee	3,900	15,600	4,050	15,600
Total Compensation and Adm. Fees	241,110	718,364	252,026	854,600
SUPPLIES				
Office Supplies	298	1,500	100	5,000
Small Tools	-	5,000	100	10,000
Total Supplies	298	6,500	200	15,000
OTHER SERVICES & CHARGES				
Janitorial	-	-	-	3,500
Utilities	-	-	175	500
Uniforms	-	6,000	-	6,000
Dues & Subscriptions	934	2,000	750	2,000
Subscriptions-software	4,390	7,000	8,900	20,000
Postage	17	500	100	500
Advertising	1,130	5,000	9,000	4,000
Training	524	5,000	1,000	12,500
Travel	610	5,000	1,000	20,000
Rental-Office Equipment	2,329	2,700	2,400	2,400
Rental-Other	-	500	600	500
Total Other Services & Charges	9,934	33,700	23,925	71,900
CAPITAL OUTLAY				
Capital Outlay	-	62,500	-	62,500
Non-Capitalized	3,576	22,000	-	27,000
	3,576	84,500	-	89,500
Total Expenditures	\$ 254,918	\$ 843,064	\$ 276,151	\$ 1,031,000



Mission Statement:

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

Department Summary

Expenditure Detail:	Actual 2020	Budget 2021	Estimated 2021	Budget 2022
COMPENSATION				
Exempt				
Deputy ED/Program	\$ 135,509	\$ 150,000	\$ -	\$ 158,000
Chief Development Engineer	-	134,970	144,886	135,000
ROW/Utility Coordinator	-	72,000	-	70,000
Designer	-	70,000	-	68,000
Total Exempt	135,509	426,970	144,886	431,000
Non-Exempt				
Contingency	-	23,000	-	30,200
Total Non-Exempt and Contingency	-	23,000	-	30,200
Other				
Overtime	-	500	-	-
Vehicle Allowance	7,200	21,600	7,477	21,600
Phone Allowance	1,200	4,800	1,246	4,800
Total Other	8,400	26,900	8,723	26,400
Sub-Total	143,909	476,870	153,609	487,600
Benefits/Other:				
Social Security	10,538	36,480	11,277	36,700
Health Insurance	11,922	16,800	7,083	29,600
Retirement	11,513	36,480	11,751	36,000
Administrative Fee	1,950	7,800	2,025	7,800
Total Compensation and Adm. Fees	179,832	574,430	185,745	597,700
SUPPLIES				
Office Supplies	60	500	500	1,000
Total Supplies	60	500	500	1,000
OTHER SERVICES & CHARGES				
Dues & Subscriptions	1,297	2,500	500	2,500
Subscriptions-Software	46,133	69,000	65,000	69,000
Postage	-	100	-	100
Advertising	-	1,500	200	2,500
Training	249	3,000	500	3,000
Travel	952	2,000	-	2,000
Total Other Services & Charges	48,631	78,100	66,200	79,100
CAPITAL OUTLAY				
Capital	-	25,000	-	-
Non-capitalized	6,456	16,100	-	20,000
Total Capital Outlay	6,456	41,100	-	20,000
Total Expenditures	\$ 234,979	\$ 694,130	\$ 252,445	\$ 697,800



Mission Statement:

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

Department Summary

	Actual	Budget	Estimated	Budget
Expenditure Detail:	2020	2021	2021	2022
<u>MAINTENANCE</u>				
Maintenance and Repairs-BSIF	1,860	3,000	3,000	3,000
Total Maintenance	1,860	3,000	3,000	3,000
<u>OTHER SERVICES & CHARGES</u>				
Utilities-BSIF	797	1,000	800	1,000
Total Other Services & Charges	797	1,000	800	1,000
Total Expenditures	\$ 2,657	\$ 4,000	\$ 3,800	\$ 4,000

Hidalgo County Regional Mobility Authority
DEBT SERVICE FUND
Senior Lein Vehicle Registration Fee Series 2013 Revenue and Refunding Bonds
Preliminary Fund Balance Summary
For Year Ending December 31, 2022

www.hcrma.net



	Actual 2020	Budget 2021	Estimated 2021	Budget 2022
Beginning Fund Balance	\$ 106,124	\$ 349,133	\$ 108,760	\$ 113,760
Revenues:				
Interest	2,636	5,000	5,000	5,000
Total Revenues	2,636	5,000	5,000	5,000
Expenditures:				
Principal	1,255,000	1,305,000	1,305,000	1,360,000
Interest and Fee Expenses	2,070,532	191,450	191,450	139,250
Total Debt Service Expenditures	3,325,532	1,496,450	1,496,450	1,499,250
Total Expenditures	3,325,532	1,496,450	1,496,450	1,499,250
Other Financing Sources:				
Transfer-in General Fund	3,325,532	1,496,450	1,496,450	1,499,250
Total Other Financing Sources	3,325,532	1,496,450	1,496,450	1,499,250
Ending Fund Balance	\$ 108,760	\$ 354,133	\$ 113,760	\$ 118,760

Hidalgo County Regional Mobility Authority
DEBT SERVICE FUND
Senior Lein Vehicle Registration Fee Revenue Bonds Series 2020A and 2020B
Preliminary Fund Balance Summary
For Year Ending December 31, 2022



www.hcrma.net



	Actual 2020	Budget 2021	Estimated 2021	Budget 2022
Beginning Fund Balance	\$ -	\$ -	\$ 67,084	\$ 67,384
Revenues:				
Interest	1	-	300	400
Total Revenues	1	-	300	400
Expenditures:				
Principal	-	805,000	805,000	810,000
Interest and Fee Expenses	425,524	1,665,095	1,665,095	1,660,354
Total Debt Service Expenditures	425,524	2,470,095	2,470,095	2,470,354
Total Expenditures	425,524	2,470,095	2,470,095	2,470,354
Other Financing Sources:				
Transfer-in General Fund	492,607	2,470,095	2,470,095	2,470,354
Total Other Financing Sources	492,607	2,470,095	2,470,095	2,470,354
Ending Fund Balance	\$ 67,084	\$ -	\$ 67,384	\$ 67,784

Hidalgo County Regional Mobility Authority
DEBT SERVICE FUND
Junior Lein Revenue Bond, Taxable Series 2016A
Preliminary Fund Balance Summary
For Year Ending December 31, 2022

www.hcrma.net



	<u>Actual</u> 2020	<u>Budget</u> 2021	<u>Estimated</u> 2021	<u>Budget</u> 2022
Beginning Fund Balance	\$ 4,389,961	\$ 5,550,042	\$ 5,534,412	\$ 6,310,468
Revenues:				
Interest	<u>40,370</u>	<u>60,000</u>	<u>59,000</u>	<u>45,000</u>
Total Revenues	<u>40,370</u>	<u>60,000</u>	<u>59,000</u>	<u>45,000</u>
Expenditures:				
Principal	-	-	-	-
Interest Expense	<u>-</u>	<u>409,106</u>	<u>409,106</u>	<u>812,213</u>
Total Debt Service Expenditures	<u>-</u>	<u>409,106</u>	<u>409,106</u>	<u>812,213</u>
Other Financing Sources:				
Transfer-in General Fund	<u>1,104,081</u>	<u>1,126,162</u>	<u>1,126,162</u>	<u>1,148,686</u>
Total Other Financing Sources	<u>1,104,081</u>	<u>1,126,162</u>	<u>1,126,162</u>	<u>1,148,686</u>
Ending Fund Balance	<u><u>\$ 5,534,412</u></u>	<u><u>\$ 6,327,098</u></u>	<u><u>\$ 6,310,468</u></u>	<u><u>\$ 6,691,941</u></u>

Workshop

Item 2

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2 </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 10/19/2021 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 10/26/2021 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **WORKSHOP ITEM 2- QUARTERLY INVESTMENT REPORT FOR THE PERIOD ENDING SEPTEMBER 30, 2021.**

2. Nature of Request: (Brief Overview) Attachments: X Yes No
 Presentation of the quarterly investment report.

2. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Public Funds Investment Act Section 2256

4. Budgeted: Yes No X N/A

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

6. Planning Committee's Recommendation: Approved Disapproved X None
7. Board Attorney's Recommendation: Approved Disapproved X None
8. Chief Auditor's Recommendation: Approved Disapproved X None
9. Chief Financial Officer's Recommendation: Approved Disapproved X None
10. Chief Development Engineer's Recommendation: Approved Disapproved X None
11. Chief Construction Engineer's Recommendation: Approved Disapproved X None
12. Executive Director's Recommendation: Approved Disapproved X None



Board of Directors

S. David Deanda, Jr., Chairman
Forrest Runnels, Vice Chairman
Ezequiel Reyna, Jr., Secretary/Treasurer
Alonzo Cantu, Director
Paul S. Moxley, Director
Francisco "Frank" Pardo, Director
Joaquin Spamer, Director

October 6, 2021

To: S. David Deanda, Chairman
Members of the Board of Directors

From: Pilar Rodriguez, Executive Director/Investment Officer
Jose Castillo, Chief Financial Officer/Investment Officer

RE: Quarterly Investment Report for QE September 30, 2021/Statement of Compliance

The above-referenced report is hereby presented, pursuant to the Public Funds Investment Act (PFIA), for your review and acceptance.

This quarter total investment disbursements totaled \$578,458 issued for project activities. Total combined interest earned was \$1,728.

The PFIA also requires that the report contain a Statement of Compliance, signed by the Investment Officers, as presented below:

STATEMENT OF COMPLIANCE

This report complies with the requirements of the Public Investment Act as well as the Hidalgo County Regional Mobility Authority's (RMA) adopted investment policy. The RMA follows all provisions of the Public Investment Act and the RMA's investment policy.

Presented by RMA Investment Officers:



Pilar Rodriguez, Investment Officer



Jose H. Castillo, Investment Officer

Hidalgo County Regional Mobility Authority
QUARTERLY INVESTMENT SUMMARY REPORT
Quarter Ending September 30, 2021

	Local Govt. Investment <u>Pool</u>	Govt. <u>Securities</u>	<u>Total</u>
COST			
Beginning Balance	\$ 15,002,787	\$ 1,431,810	\$ 16,434,597
Additions:			
Interfund Transfers-in	630,000	1,221,633	1,851,633
Investment earnings	1,642	86	1,728
Deductions:			
Disbursements	<u>(323,998)</u>	<u>(254,460)</u>	<u>(578,458)</u>
Ending Balance	<u>\$ 15,310,431</u>	<u>\$ 2,399,069</u>	<u>\$ 17,709,500</u>
MARKET VALUE			
Beginning Balance	<u>\$ 15,004,002</u>	<u>\$ 1,431,810</u>	<u>\$ 16,435,812</u>
Ending Balance	<u><u>\$ 15,311,395</u></u>	<u><u>\$ 2,399,070</u></u>	<u><u>\$ 17,710,465</u></u>
Weighted Average Maturity- Logic/Gov. Sec.	56	30	
Logic/gov sec. Weighted Average Yield	0.0424%	0.02%	

**Hidalgo County Regional Mobility Authority
HOLDINGS BY INVESTMENTS
QUARTERLY INVESTMENT REPORT
Quarter Ending September 30, 2021**

<u>Type of Investment</u>	<u>Beginning Cost</u>	<u>Interest</u>	<u>Interfund Transfers</u>	<u>Disbursements</u>	<u>Ending Cost</u>	<u>Market Value</u>
Local Govt. Investment Pool:						
Logic-Debt Service Jr. Lien: 7731494002	\$ 6,663,516	\$ 713	\$ -	\$ -	\$ 6,664,229	6,664,649
Logic-Contingency: 2731494001	2,747,597	331	630,000	-	3,377,928	3,378,141
Logic-2020 Project: 7731494004	<u>5,591,674</u>	<u>598</u>	<u>-</u>	<u>(323,998)</u>	<u>5,268,273</u>	<u>5,268,605</u>
Total Local Govt Investment Pool	<u>\$ 15,002,787</u>	<u>\$ 1,642</u>	<u>\$ 630,000</u>	<u>\$ (323,998)</u>	<u>\$ 15,310,430</u>	<u>\$ 15,311,395</u>
Government Securities:						
(Federated Govt Obligations):						
Disbursement Account: 106912-006	46,127	4	230,000	(254,460)	21,671	21,671
Debt Service Fund 2020: 143255-001	608,423	28	617,524	-	1,225,975	1,225,975
Debt Service Fund: 106912-001	<u>777,259</u>	<u>55</u>	<u>374,110</u>	<u>-</u>	<u>1,151,424</u>	<u>1,151,424</u>
Total Government Securities	<u>\$ 1,431,810</u>	<u>\$ 87</u>	<u>\$ 1,221,633</u>	<u>\$ (254,460)</u>	<u>\$ 2,399,070</u>	<u>\$ 2,399,070</u>
Combined Totals	<u>\$ 16,434,596</u>	<u>\$ 1,729</u>	<u>\$ 1,851,633</u>	<u>\$ (578,459)</u>	<u>\$ 17,709,500</u>	<u>\$ 17,710,465</u>

**Hidalgo County Regional Mobility Authority
Wilmington Trust Investments Detail Activity
Quarter Ending September 30, 2021**

Debt Service Account #106912-001						
		Income				Ending
Debt Svc.:	Opening balance:	Interest	Contributions	Interfund Transfers	Disb.	Balance
July	777,258.40	15.43	-	124,703.24	-	901,977.07
August	901,977.07	18.54	-	124,703.24	-	1,026,698.85
September	1,026,698.85	21.18	-	124,703.24	-	1,151,423.27
		<u>55.15</u>	<u>-</u>	<u>374,109.72</u>	<u>-</u>	

Debt Service Account #143255-001 2020 DS Fund						
		Income				Ending
Debt Svc.:	Opening balance:	Interest	Contributions	Interfund Transfers	Disb.	Balance
July	608,423.72	11.62	-	205,841.20	-	814,276.54
August	814,276.54	16.24	-	205,841.20	-	1,020,133.98
September	1,020,133.98	-	-	205,841.20	-	1,225,975.18
		<u>27.86</u>	<u>-</u>	<u>617,523.60</u>	<u>-</u>	

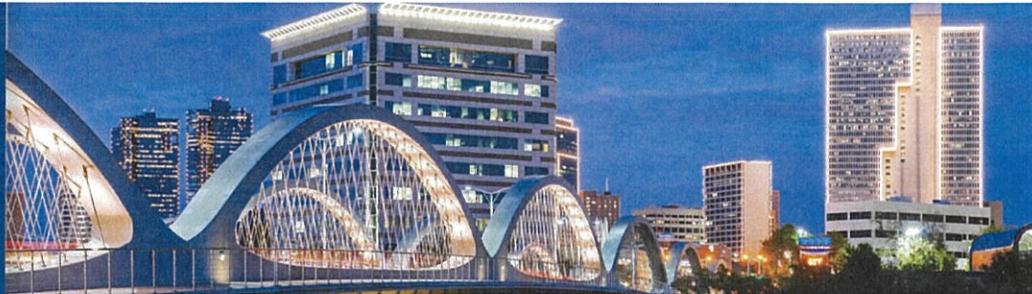
Debt Service Account-Logic # 7731494002						
		Income				Ending
Debt Svc-SIB:	Opening balance:	Interest	Contributions	Interfund Transfers	Disb.	Balance
July	6,663,515.58	293.24	-	-	-	6,663,808.82
August	6,663,808.82	220.18	-	-	-	6,664,029.00
September	6,664,029.00	199.54	-	-	-	6,664,228.54
		<u>712.96</u>	<u>-</u>	<u>-</u>	<u>-</u>	

Hidalgo Co RMA Account #7731494004 2020 Project (Logic)						
		Income				Ending
Project:	Opening balance:	Interest	Contributions	Interfund Transfers	Disb.	Balance
July	5,591,673.66	246.05	-	-	-	5,591,919.71
August	5,591,919.71	184.78	-	-	(655.55)	5,591,448.94
September	5,591,448.94	167.07	-	-	(323,342.67)	5,268,273.34
		<u>597.90</u>	<u>-</u>	<u>-</u>	<u>(323,998.22)</u>	

Disb. Account #106912-006						
		Income				Ending
Disbursement:	Opening balance:	Interest	Contributions	Interfund Transfers	Disb.	Balance
July	46,127.38	1.29	-	40,000.00	(60,170.91)	25,957.76
August	25,957.76	0.95	-	150,000.00	(102,551.95)	73,406.76
September	73,406.76	2.20	-	40,000.00	(91,737.56)	21,671.40
		<u>4.44</u>	<u>-</u>	<u>230,000.00</u>	<u>(254,460.42)</u>	



LOGIC
MONTHLY
NEWSLETTER
SEPTEMBER
2021



PERFORMANCE

As of September 30, 2021

September Averages

Current Invested Balance	\$ 7,714,285,206.63	Average Invested Balance	\$ 7,920,592,991.40
Weighted Average Maturity (1)	59 Days	Average Monthly Yield, on a simple basis	0.0364%
Weighted Average Life (2)	89 Days	Average Weighted Maturity (1)	55 Days
Net Asset Value	1.000063	Average Weighted Life (2)	84 Days
Total Number of Participants	638		
Management Fee on Invested Balance	0.0975%*	Definition of Weighted Average Maturity (1) & (2)	
Interest Distributed	\$ 871,878.19	(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instruction to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.	
Management Fee Collected	\$ 634,724.67	(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.	
% of Portfolio Invested Beyond 1 Year	0.00%		
Standard & Poor's Current Rating	AAAm		

Rates reflect historical information and are not an indication of future performance.

NEW PARTICIPANTS

We would like to welcome the following entities who joined the LOGIC program in September:

* Town of Little Elm

HOLIDAY REMINDER

In observance of the **Veterans Day holiday**, LOGIC will be closed **Thursday, November 11, 2021**. All ACH transactions initiated on Wednesday, November 10th will settle on Friday, November 12th.

In observance of the **Thanksgiving Day holiday**, LOGIC will be closed **Thursday, November 25, 2021**. All ACH transactions initiated on Wednesday, November 24th will settle Friday, November 26th. Notification of any early transaction deadlines on the day preceding or following this holiday will be sent out by email to the primary contact on file for all LOGIC participants.

ECONOMIC COMMENTARY

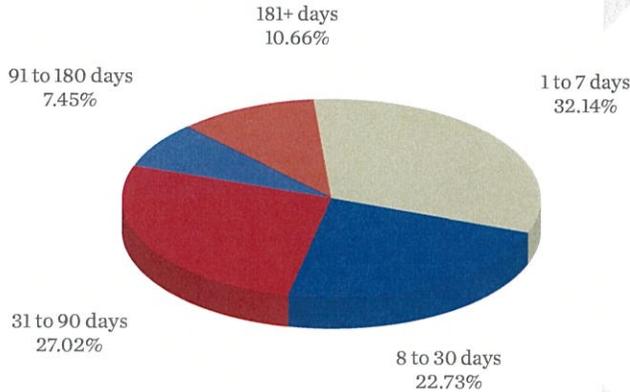
Market review

The end of September brought new worries to the market, with rising concerns relating to uncertainty about U.S. fiscal policy, perceived Federal Reserve (Fed) hawkishness, high energy prices and the impact of tightness in global supply chains' impact on future U.S. and global growth. We saw a meaningful deceleration in the pace of economic activity during the third quarter, with consumption hit by the spread of the delta variant and higher rates of inflation. On top of all of this, the Fed released a new set of economic and interest rate forecasts as growth has disappointed and inflation has run hot. Treasury yields rose sharply out the curve with the 10-year yield ending September up almost 18 basis points (bps) at 1.49%. As we approached month-end, the political drama in Washington took front and center stage. While Congress avoided a government shutdown, the debt ceiling issue remains unresolved as does the bipartisan infrastructure bill and the Build Back Better Plan. The expiration of the two-year suspension of the U.S. debt limit (debt ceiling) occurred on July 1, 2021. Since then, the U.S. Treasury has utilized a combination of "extraordinary measures" and cash on hand to borrow normally and meet payment obligations. While the precise timing of the "x-date", when the Treasury will exhaust its available cash and borrowing capacity, is still murky, Treasury secretary Janet Yellen stated that it could run out of cash around October 18th.

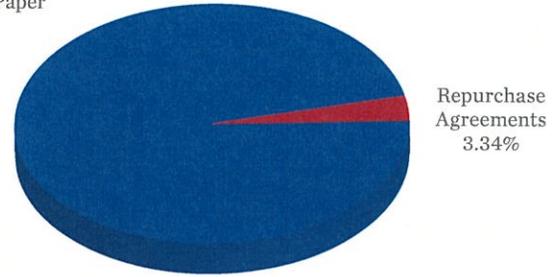
(continued page 4)

INFORMATION AT A GLANCE

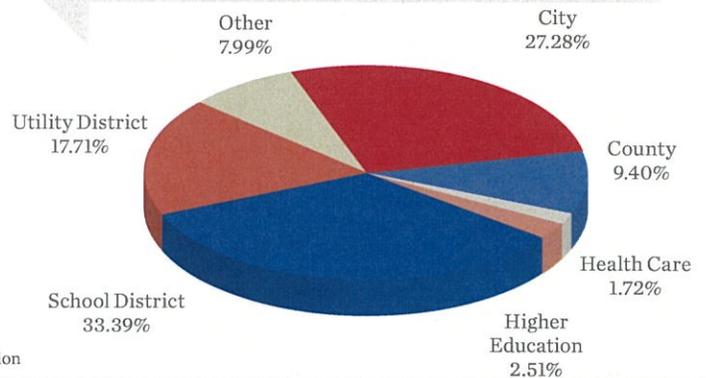
PORTFOLIO BY TYPE OF INVESTMENT AS OF SEPTEMBER 30, 2021



Commercial Paper
96.66%



PORTFOLIO BY MATURITY AS OF SEPTEMBER 30, 2021 (1)



DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF SEPTEMBER 30, 2021

(1) Portfolio by Maturity is calculated using WAM (1) definition for stated maturity. See page 1 for definition

HISTORICAL PROGRAM INFORMATION

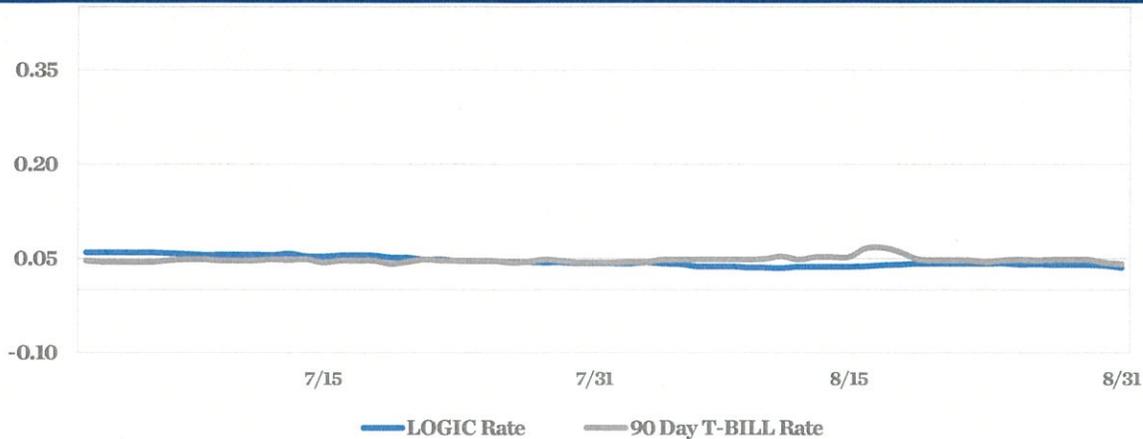
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Sep 21	0.0364%	\$7,714,285,206.63	\$7,714,772,100.29	1.000063	55	84	638
Aug 21	0.0389%	7,988,170,930.55	7,988,635,509.33	1.000058	57	78	637
Jul 21	0.0518%	8,486,193,640.40	8,486,669,984.38	1.000052	56	70	634
Jun 21	0.0588%	8,138,541,079.97	8,139,200,825.94	1.000081	53	68	634
May 21	0.0756%	8,319,276,029.47	8,320,047,319.98	1.000092	55	72	633
Apr 21	0.0851%	8,622,615,270.40	8,623,393,682.38	1.000082	56	77	632
Mar 21	0.0964%	9,125,381,719.33	9,126,326,472.17	1.000103	55	77	632
Feb 21	0.1007%	9,460,972,953.48	9,462,118,206.95	1.000121	54	73	630
Jan 21	0.1289%	9,748,281,870.13	9,749,479,482.18	1.000122	55	69	629
Dec 20	0.1504%	8,800,157,115.22	8,801,045,117.51	1.000085	55	73	628
Nov 20	0.1592%	8,300,050,788.61	8,301,195,374.16	1.000137	53	74	626
Oct 20	0.1890%	7,959,523,563.85	7,961,188,256.84	1.000203	56	82	624

PORTFOLIO ASSET SUMMARY AS OF SEPTEMBER 30, 2021

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ (5,886.73)	\$ (5,886.73)
Accrual of Interest Income	215,040.89	215,040.89
Interest and Management Fees Payable	(921,810.72)	(921,810.72)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	257,706,999.98	257,706,999.98
Commercial Paper	7,457,290,863.21	7,457,777,756.87
Government Securities	0.00	0.00
TOTAL	\$ 7,714,285,206.63	\$ 7,714,772,100.29

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of LOGIC. The only source of payment to the Participants are the assets of LOGIC. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact LOGIC Participant Services.

LOGIC VERSUS 90-DAY TREASURY BILL



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The LOGIC management fee may be waived in full or in part at the discretion of the LOGIC co-administrators and the LOGIC rate for the period shown reflects waiver of fees. This table represents historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment of \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the LOGIC pool to the T-Bill Yield, you should know that the LOGIC pool consists of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-Day T-Bill. The LOGIC yield is calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940 as promulgated from time to time by the federal Securities and Exchange Commission.

DAILY SUMMARY FOR SEPTEMBER 2021

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
9/1/2021	0.0410%	0.000001122	\$7,859,952,927.69	1.000059	55	87
9/2/2021	0.0373%	0.000001022	\$7,930,508,444.84	1.000057	56	85
9/3/2021	0.0361%	0.000000990	\$7,936,126,130.08	1.000050	53	82
9/4/2021	0.0361%	0.000000990	\$7,936,126,130.08	1.000050	53	82
9/5/2021	0.0361%	0.000000990	\$7,936,126,130.08	1.000050	53	82
9/6/2021	0.0361%	0.000000990	\$7,936,126,130.08	1.000050	53	82
9/7/2021	0.0361%	0.000000988	\$7,945,240,330.00	1.000058	53	81
9/8/2021	0.0355%	0.000000972	\$7,938,190,500.50	1.000058	52	81
9/9/2021	0.0344%	0.000000942	\$7,935,565,145.91	1.000057	51	80
9/10/2021	0.0345%	0.000000945	\$7,891,366,358.15	1.000054	50	78
9/11/2021	0.0345%	0.000000945	\$7,891,366,358.15	1.000054	50	78
9/12/2021	0.0345%	0.000000945	\$7,891,366,358.15	1.000054	50	78
9/13/2021	0.0335%	0.000000917	\$7,924,739,490.59	1.000058	50	77
9/14/2021	0.0347%	0.000000951	\$7,930,834,510.24	1.000059	53	80
9/15/2021	0.0353%	0.000000968	\$7,870,413,894.42	1.000060	55	81
9/16/2021	0.0357%	0.000000978	\$7,957,997,077.32	1.000060	59	88
9/17/2021	0.0387%	0.000001061	\$7,960,887,797.33	1.000054	57	87
9/18/2021	0.0387%	0.000001061	\$7,960,887,797.33	1.000054	57	87
9/19/2021	0.0387%	0.000001061	\$7,960,887,797.33	1.000054	57	87
9/20/2021	0.0370%	0.000001013	\$7,930,679,559.89	1.000062	57	86
9/21/2021	0.0383%	0.000001050	\$7,857,239,365.38	1.000062	58	88
9/22/2021	0.0370%	0.000001014	\$7,890,273,886.75	1.000062	59	89
9/23/2021	0.0361%	0.000000988	\$7,872,822,458.80	1.000063	58	88
9/24/2021	0.0349%	0.000000957	\$8,033,772,323.69	1.000055	54	83
9/25/2021	0.0349%	0.000000957	\$8,033,772,323.69	1.000055	54	83
9/26/2021	0.0349%	0.000000957	\$8,033,772,323.69	1.000055	54	83
9/27/2021	0.0383%	0.000001048	\$8,003,249,024.78	1.000061	60	89
9/28/2021	0.0394%	0.000001080	\$7,845,023,219.71	1.000062	60	90
9/29/2021	0.0377%	0.000001032	\$7,808,190,740.59	1.000062	59	90
9/30/2021	0.0368%	0.000001007	\$7,714,285,206.63	1.000063	59	89
Average	0.0364%	0.000000998	\$7,920,592,991.40		55	84



ECONOMIC COMMENTARY (cont.)

The probability of a technical default (delayed payment of principal or interest) by the U.S. Treasury is extremely low, but the legislative process to raise or re-suspend the debt limit has not and will not be swift. While Senate Republicans have expressed an unwillingness to budge on the issue, Senate Democrats have the ability to pass a resolution through budget reconciliation. As such, Democrats may be able to process a debt ceiling suspension without Republican votes, but the timing will be tight. Nevertheless, having learned from past debt ceiling crises, we find it unlikely that Congress will not reach a solution in time, especially given the severity of the situation. Meanwhile, economic data was mixed. Revised 2Q21 real GDP grew at a 6.7% quarter over quarter (q/q) seasonally adjusted annual rate. Increases were broad based and were partly offset by decreases in inventories, residential fixed investment and government spending. Real output has now surpassed its previous peak in 4Q19. Recently, however, consumer spending has slowed down. After posting more than 11% annualized growth in the first two quarters of this year, consumption may have grown by as little as 2% in the third quarter, as the delta variant slowed the services rebound and a chronic shortage of inventories slammed light-vehicle sales. The September PMIs pointed to a slowing pace of economic expansion, although more concentrated in services than manufacturing. The ISM manufacturing PMI strengthened more than expected to 61.1, from 59.9 in August. Consumer confidence in September as measured by the Conference Board declined from 115.2 to 109.3 – the lowest level since March. Both present and expected conditions also declined. Hiring momentum in August slowed sharply as the delta variant curbed in-person consumer activity and businesses continued to grapple with chronic labor shortages. However, despite the slowdown in hiring, robust wage growth suggests the weakness is primarily supply-side driven, with wages spiking +0/6% month over month (m/m) and 4.3% year over year (y/y). This was further corroborated by the July JOLTS report, which showed a record 10.93M job openings.

Inflation has now well surpassed the Fed's 2% target, as the headline PCE price index rose +0.4% m/m and +4.3% y/y in August. The core PCE deflator also rose to +0.3% m/m and +3.6% y/y, with the latter slightly above market expectations. The August CPI report showed inflation moderated across a few major categories that have been most impacted by supply shortages and pent-up consumer demand, such as used cars, airlines and hotels. Headline CPI for August rose +0.3% m/m, from 0.5% in July, and +5.3% y/y, while consumer prices excluding food and energy rose +0.1% m/m and +4.0% y/y. At its September Federal Open Market Committee (FOMC) meeting, the Fed delivered a slightly hawkish message to markets on its policy outlook, recognizing slower economic progress due to the delta variant, but also robust improvement in the labor market recovery and somewhat stickier inflation than it previously assumed. In the FOMC's Summary of Economic Projections, growth estimates were downgraded from 7.0% to 5.9% for 2021, but increased for 2022 and 2023. The FOMC also increased its unemployment estimate to 4.8% for 2021 and PCE inflation to 4.2% for 2021 and 2.2% for 2022. Notably, the Fed signaled that tapering could "soon be warranted," raising the likelihood of a November announcement, with the program ending in mid-2022. With regards to interest rates, the "dot plot" now implies a half-hike in 2022, three rate hikes in 2023 and another three in 2024, although two of the members that were likely in favor of hiking rates in 2022 have retired since the meeting. The higher dots were driven by higher inflation forecasts as Fed Chair Jerome Powell stated that the "substantial further progress" threshold, from an inflation perspective, has been achieved. While the labor market mandate has not yet been met, the labor market has recovered more than 75% of the jobs lost during the depths of the pandemic and Powell remained optimistic on the potential for jobs growth. Despite the volatility in the longer part of the Treasury curve, Treasury bill yields remained relatively unchanged. The three-month Treasury bill yield ended the month at 0.03%, down less than 1 bp on the month; and the 12-month Treasury bill yield ended at 0.07%, up less than 1 bp.

Outlook

The road to pandemic recovery has been bumpier than expected, with the delta variant and severe supply shortages cutting into consumer and business spending. However, we expect growth to reaccelerate late this year as reopening resumes and companies try to rebuild inventories. As we move into 2022, the economy should have fully recovered from the pandemic. Then, looking forward, a shortage of workers and much less fiscal and monetary stimulus should slow economic growth to its long-term trend of roughly 2% by the end of next year. There is little doubt that the supply-side constraints and spread of the delta variant have slowed U.S. GDP growth. The delta variant health care challenges have proven to be more material than originally hoped. We modestly lowered our 2021 forecast to 6% while forecasting a still buoyant 2022 outlook at 4.5%. This is still well in excess of the economy's long-term potential.



ECONOMIC COMMENTARY (cont.)

We acknowledged that even with the infrastructure and reconciliation bills in the pipeline, U.S. fiscal policy will be materially less supportive in 2022. Consequently, the consumer must be ready to take the baton from the fiscal handoff. Our look at accumulated savings over the pandemic and current savings rates gives us confidence that the consumer is in a healthy position to do so. While supply disruptions are pushing inflation higher for longer than expected, we expect them to eventually fade. More persistent inflationary pressures are building up, with anecdotal evidence from companies suggesting cost pressures have been passed through to the consumer, thus protecting corporate margins. Labor shortages and the potential for durable wage increases present more upside risks: The Beveridge curve (job openings vs. the unemployment rate) reflects a challenging and potentially more persistent mismatch for employers looking to hire in record numbers but seemingly unable to do so. This context represents a novel challenge for the Fed in its path toward policy normalization. The Fed has already well telegraphed its intention to start tapering its large-scale asset purchases. Details are expected to be announced in November, with the taper starting in December or January. Consensus is that the Fed will reduce Treasuries by \$10 billion/month and mortgages by \$5 billion/month, resulting in a full exit from the \$120 billion/month quantitative easing program within eight months. This will be followed by a hiking cycle. The Fed is likely to begin its first rate hike in late 2022 or early 2023.

LOGIC BOARD MEMBERS

Sandy Newby	Tarrant Regional Water District	Governing Board President
Greg Jordan	City of Grapevine	Governing Board Vice President
Erik Felthous	North Texas Municipal Water District	Governing Board Treasurer
Cindy Demers	North Texas Tollway Authority	Governing Board Asst Treasurer
Darla Moss	Arlington ISD	Governing Board Secretary
Rene Barajas	Northside ISD	Advisory Board Member
Eric Cannon	Qualified Non-Participant	Advisory Board Member

The material provided to LOGIC from J.P. Morgan Asset Management, Inc., the investment manager of the LOGIC pool, is for informational and educational purposes only, as of the date of writing and may change at any time based on market or other conditions and may not come to pass. While we believe the information presented is reliable, we cannot guarantee its accuracy. HilltopSecurities is a wholly owned subsidiary of Hilltop Holdings, Inc. (NYSE: HTH) located at 717 N. Hardwood Street, Suite 3400, Dallas, TX 75201, (214) 859-1800. Member NYSE/FINRA/SIPC. Past performance is no guarantee of future results. Investment Management Services are offered through J.P. Morgan Asset Management Inc. and/or its affiliates. Marketing and Enrollment duties are offered through HilltopSecurities and/or its affiliates. HilltopSecurities and J.P. Morgan Asset Management Inc. are separate entities.



This Page
Intentionally
Left Blank

Item 1A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 1A </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 10/20/2021 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 10/26/2021 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **REPORT ON PROGRAM MANAGER ACTIVITY FOR 365 TOLLWAY PROJECT AND IBTC ENVIRONMENTAL CLEARANCE DOCUMENT**

2. Nature of Request: (Brief Overview) Attachments: X 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 X N/A

5. Staff Recommendation: **Report only.**

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

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

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

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

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

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

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

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



BOARD OF DIRECTORS MEETING FOR OCTOBER 2021

HCRMA Board of Directors

S. David Deanda, Jr., Chairman

Forrest Runnels, Vice-Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Alonzo Cantu, Director

Paul S. Moxley, Director

Francisco “Frank” Pardo, Director

Joaquin Spamer, Director

HCRMA Administrative Staff

Pilar Rodriguez, PE, Executive Director

Eric Davila, PE, 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.

General Engineering Consultant

HDR ENGINEERING, INC.

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

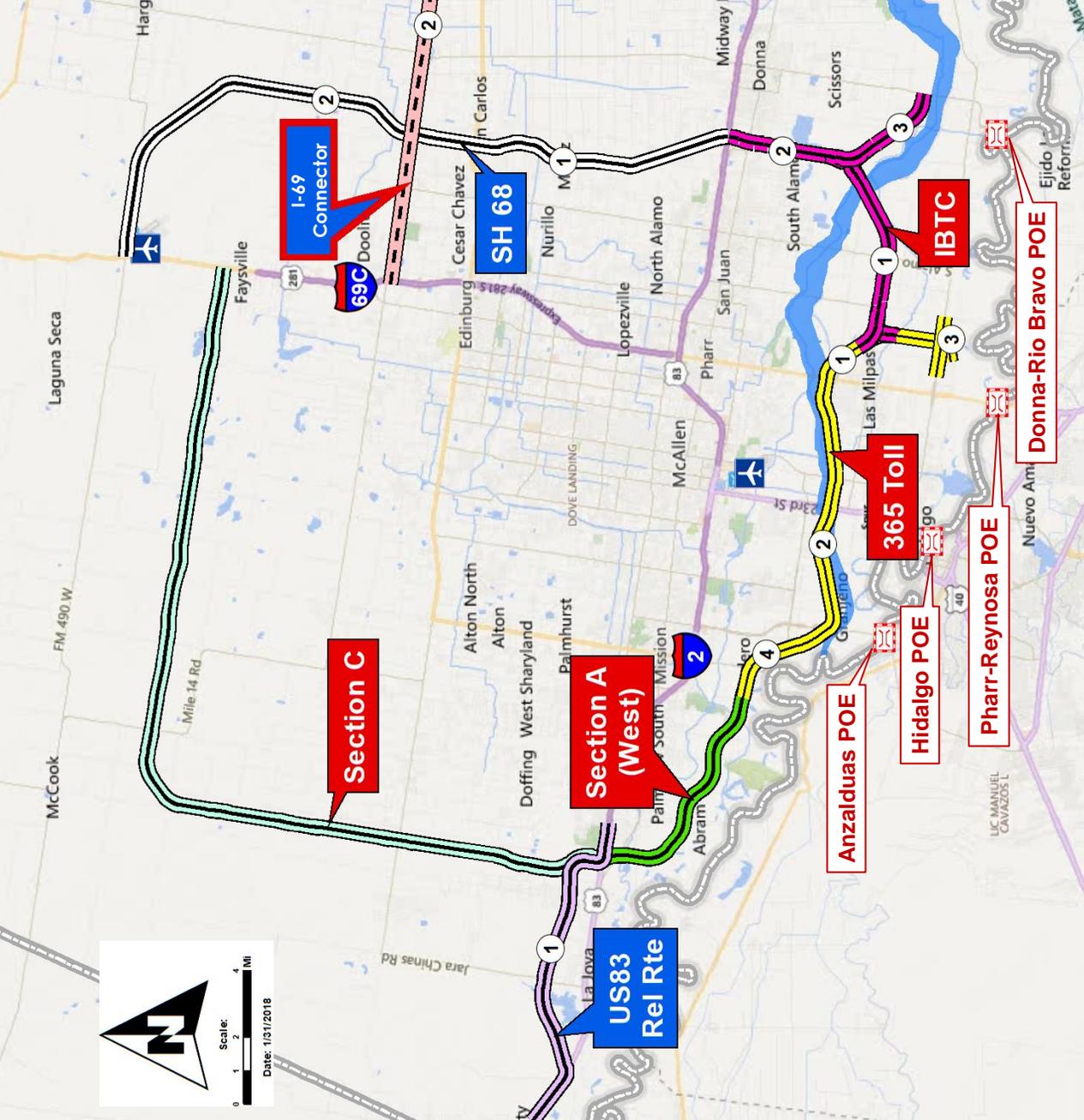


HCRMA STRATEGIC PLAN

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



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



SYSTEM WIDE

► POST 2021 UTP APPROVAL

- ❑ Approval of 2021 UTP (Aug 2020)
 - 365 Toll: gap-funded construction funding was budgeted in 2021 UTP Update in 12/2020. On 06/2021 a 2nd FAA was granted to assign the gap funding contingent upon successful contract execution and sale of toll revenue bonds.
 - IBTC: funds listed under Cat 12 / TBD needs revised PDA and direction from TxDOT as to whether approved funding can be used for advanced planning (e.g. design, ROW, and/or utility) work.
- ❑ What's in the RGVMO (Local Plan)
 - 365 Toll Project (TIP / MTP) thru construction
 - IBTC Project (TIP / MTP) thru design (pending funding commitments for construction)

PDA – Project Development Agreement
FAA – Financial Assistance Agreement
TIP – Transportation Improvement Program (Short range)
MTP – Metropolitan Transportation Plan (Long Range)





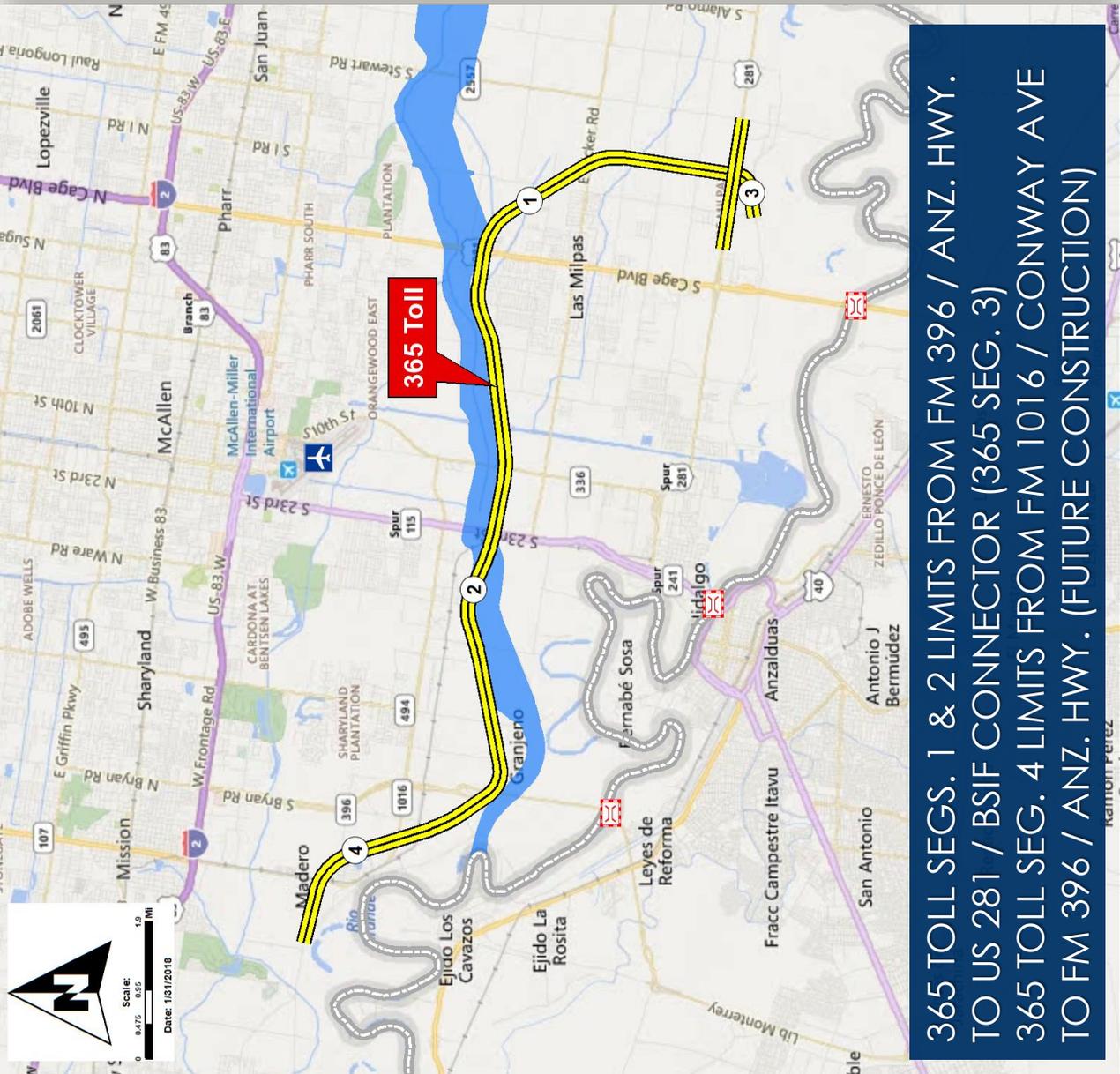
MAJOR MILESTONES:

NEPA CLEARANCE
07/03/2015

98% ROW ACQUIRED

PH 1: 365 SEG. 3 –
LET: 08/2015
COMPLETED

PH 2: 365 TOLL
SEGS. 1 & 2 –
RE-LET: 2021



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

► SCHEDULE:

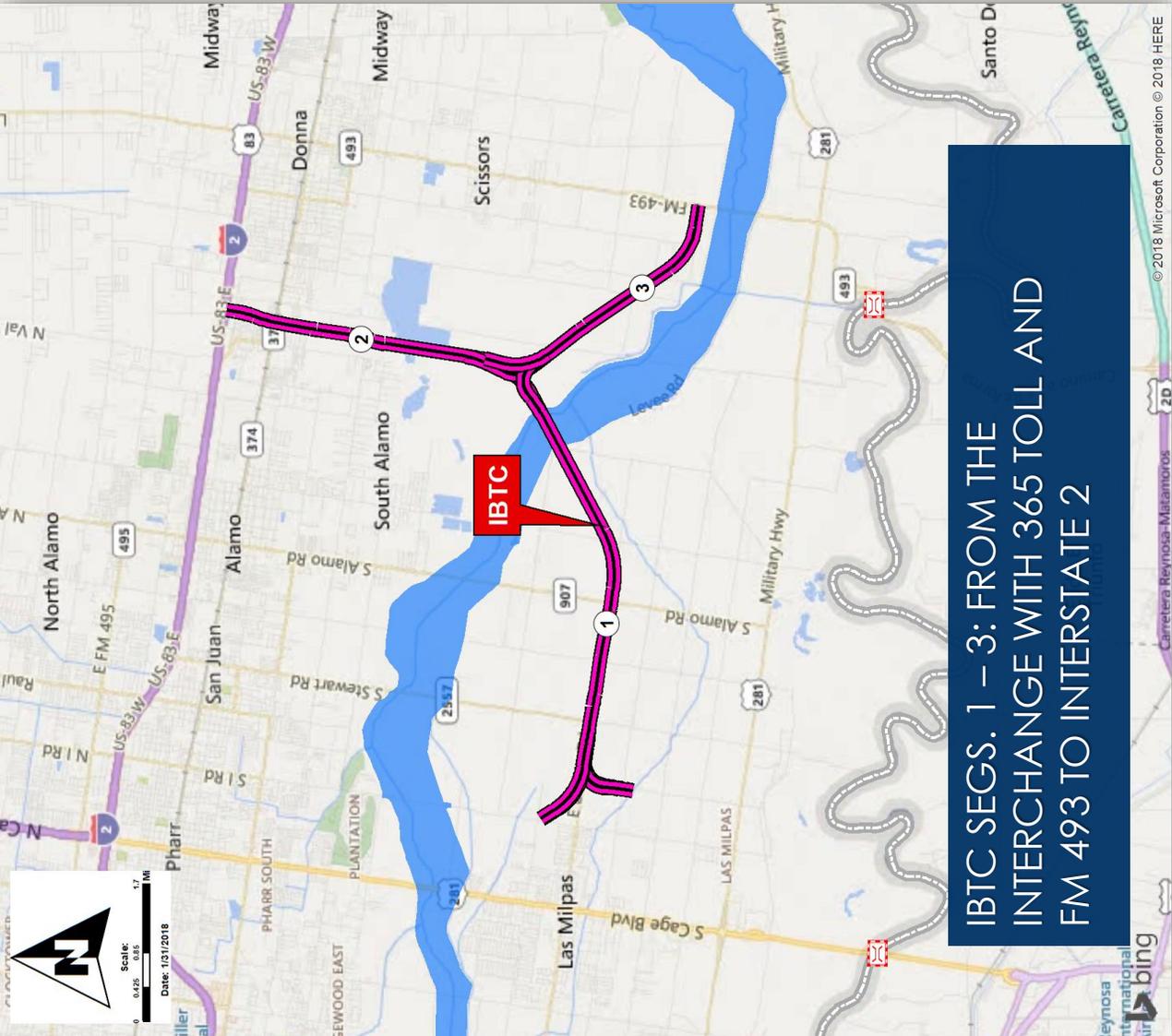
- ~~□ Early 08/2021, TxDOT provides “release to advertise”~~
- ~~□ 08/08/2021 - 10/13/2021, HCRMA advertises the 365 Toll (66 days), hold prebid 08/31/2021, and opened bids 10/13/2021,~~
- ~~□ 10/19/2021, HCRMA Approved Award of Contract,~~
- 10/20/2021 - 12/20/2021, Initiate / negotiate CO#1
- 12/01/2021, Receive TxDOT PHR/CST concurrence with award of contract,
- 12/21/2021, Potential HCRMA Board approval of CO#1,
- 01/04/2021 - 01/14/2021, HCRMA meets with rating agencies, prices bonds,
- 02/10/2021, HCRMA closes toll revenue bonds,
- 03/2022, Commence 42-month construction, and
- 09/2025, Open to traffic.



IBTC

MAJOR MILESTONES:

- OBTAINED EA ENV CLASSIF.: 11/2017
- EST. NEPA CLEARANCE: LATE FALL 2021
- EST. OPEN: EARLY 2027



► 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.
- ❑ Pending review / approval from TxDOT on: Noise Report, Archaeological Mitigation Plan, and CIC Report – so that final document can be submitted.

► OTHER:

- ❑ Surveys (65% complete) – anticipate new survey pool procurement once TxDOT approves new federalized procurement procedures by end of Fall 2019.
- ❑ ROW Acquisition (5% complete)
- ❑ Utility Relo. (SUE 100%, coordination initiated, Overall 20%)
- ❑ Design (PS&E, 50% complete): On Hold

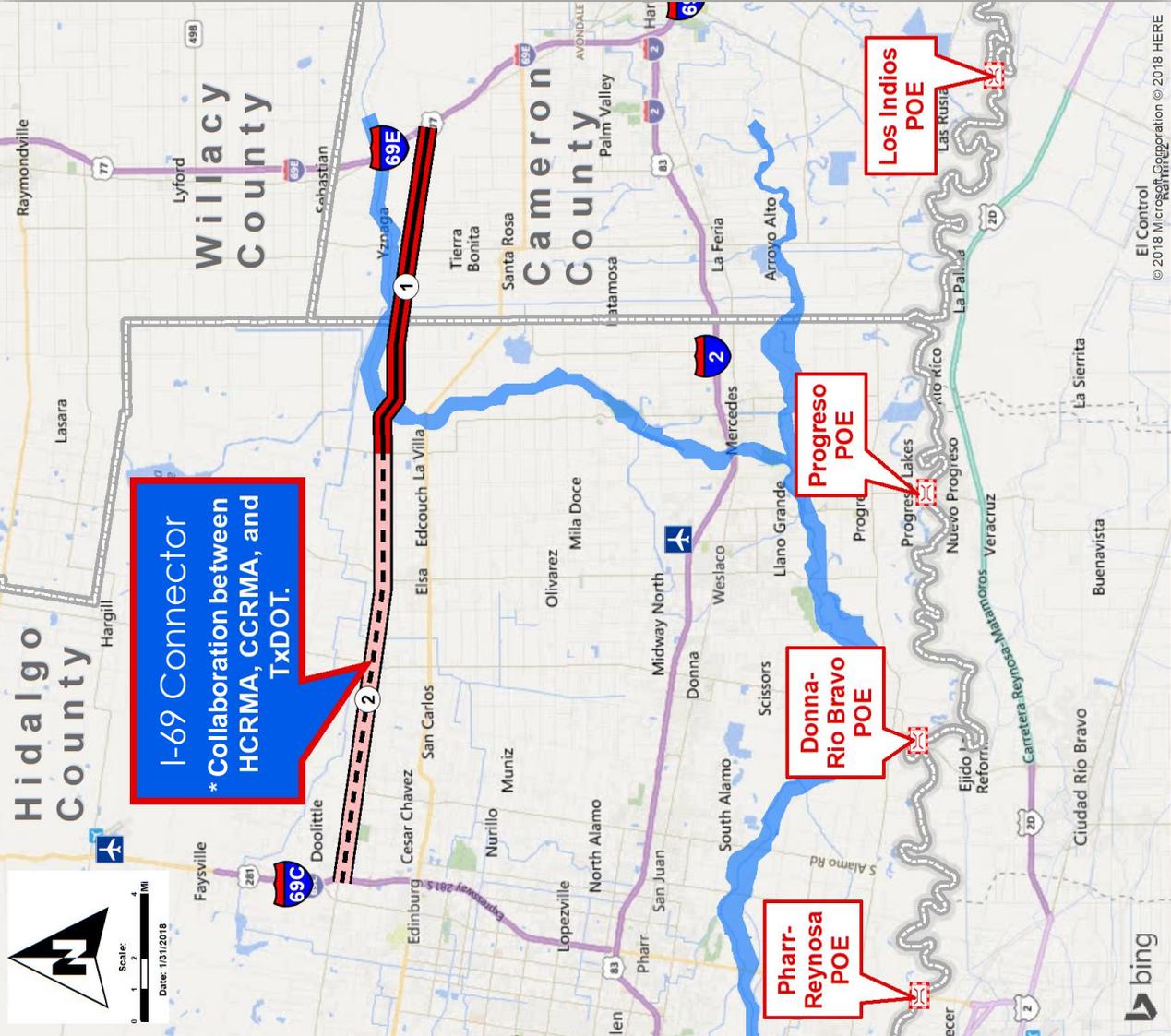


I-69 Connector

(COLLABORATION W/ TXDOT, CCRMA, AND HCRMA)

DESCRIPTION:

- PROJECT LENGTH ~27 MILES
- FROM I-69C IN HIDALGO COUNTY TO I69-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.
- FEASIBILITY STUDIES KICKED OFF WITH A STAKEHOLDER MEETING OCT 2019.
- PUBLIC MEETING ON FEASIBILITY STUDIES HELD DECEMBER 2019.



WEST LOOP

SECTION A(WEST) / SECTION C *COMPLIMENTS PROPOSED MISSION/MADERO-REYNOSA INTERNATIONAL BORDER CROSSING (BY OTHERS)

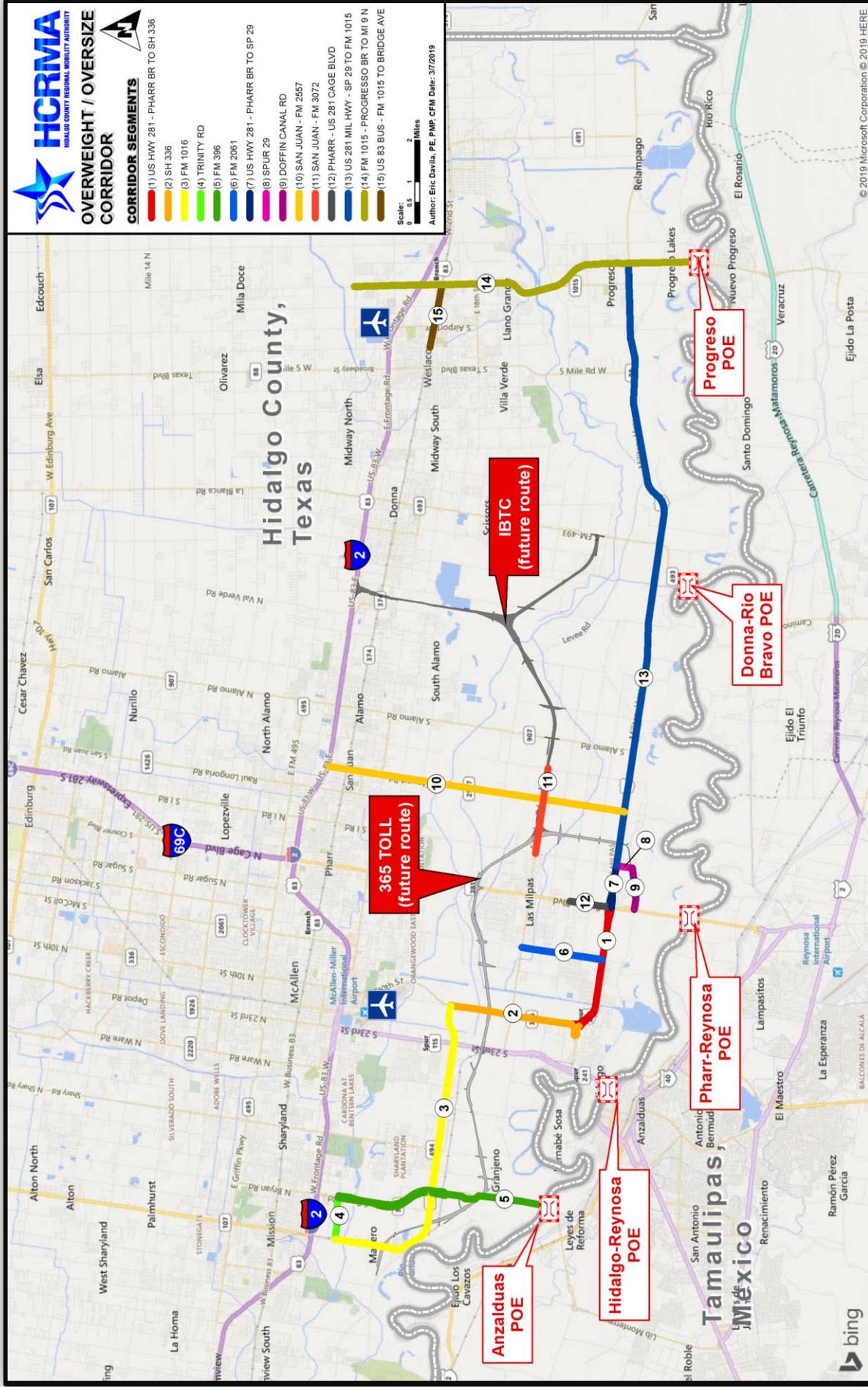
DESCRIPTION:

- COMBINED PROJECT LENGTH:
38 MILES FROM FM 1016 / CONWAY AVE
(MISSION/MADERO) TO I-69C (NORTH EDINBURG)
- LIKELY TO BE CLASSIFIED AS AN ENVIRONMENTAL
IMPACT STATEMENT (EIS) NEPA DOCUMENT (36 TO 48
MONTHS)—TO BE ENGAGED AFTER IBTC ENV.
- POTENTIAL FOR CLASS I RAIL WITHIN THE ROW
PENDING DEVELOPMENTS FOR RAIL CROSSING IN
MISSION AREA.
- INTERLOCAL AGREEMENT IN PLACE WITH CITY OF
MISSION FOR HCRMA'S ASSISTANCE WITH
ENVIRONMENTAL CLEARANCE EFFORTS.
- MARCH 2020 - HELD AN ILA KICK OFF MEETING WITH
THE CITY OF MISSION TO BEGIN ALIGNING ENV.
CLEARANCE EFFORTS WITH THE CITY'S INTENDED
OVERALL PROJECT PLAN.
- MAY 2020 – HCRMA PROVIDED CITY OF MISSION W
DRAFT SCOPES FOR ENV / TRAFFIC ENG. FOR THEIR
PROPOSED ENV. CLEARANCE EFFORTS AT THE
PROPOSED RAIL BRIDGE CROSSING.
- SEPTEMBER 2020 – TXDOT APPROVED CITY OF
MISSION PROCUREMENT RULES TO ALIGN WITH THE
"FEDERAL PROCESS"



- (1) US HWY 281 - PHARR BR TO SH 336
- (2) SH 336
- (3) FM 1016
- (4) TRINITY RD
- (5) FM 386
- (6) FM 2061
- (7) US HWY 281 - PHARR BR TO SP 29
- (8) SPUR 29
- (9) DOFFIN CANAL RD
- (10) SAN JUAN - FM 2557
- (11) SAN JUAN - FM 3072
- (12) PHARR - US 281 CAGE BLVD
- (13) US 281 MIL HWY - SP 29 TO FM 1015
- (14) FM 1015 - PROGRESSO BR TO MI 9 N
- (15) US 83 BUS - FM 1015 TO BRIDGE AVE

Scale: 0 0.5 1 2 Miles
 Author: Eric Davila, PE, PMP, CFM Date: 3/7/2019



▲ **OVERWEIGHT REPORT FOR PERIOD:
JAN 1, 2014 – SEP 30, 2021**

OW

Total Permits Issued:	216,083
Total Amount Collected:	\$ 34,760,488
■ Convenience Fees:	\$ 707,688
■ Total Permit Fees:	\$ 34,052,800
– Pro Miles:	\$ 648,249
– TxDOT:	\$ 28,944,880
– HCRMA:	\$ 4,459,671



▲ **OVERWEIGHT REPORT FOR PERIOD:
JAN 1, 2021 – SEP 30, 2021**

OW

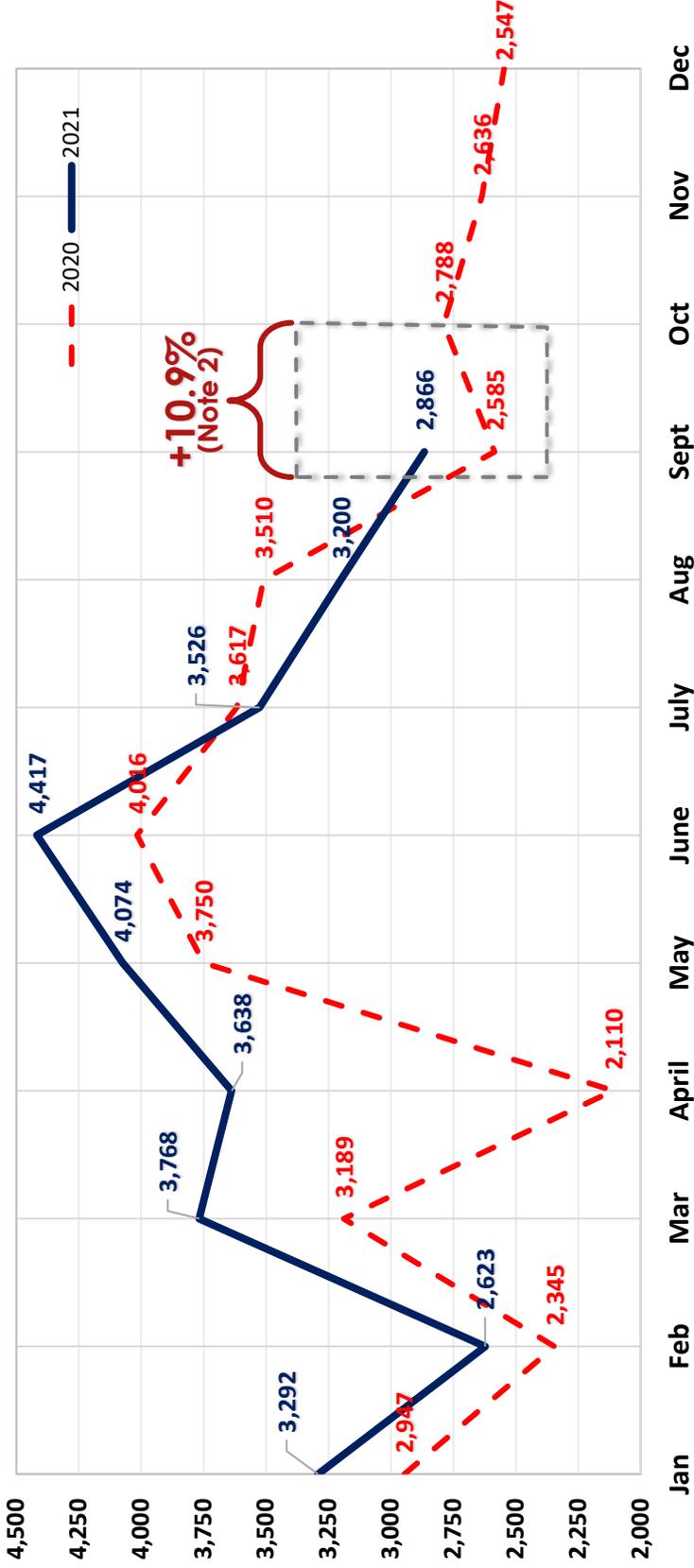
Total Permits Issued:	31,404
Total Amount Collected:	\$ 6,356,328
■ Convenience Fees:	\$ 75,528
■ Total Permit Fees:	\$ 6,280,800
– Pro Miles:	\$ 94,212
– TxDOT:	\$ 5,338,680
– HCRMA:	\$ 847,908



OVERWEIGHT REPORT FOR PERIOD: JAN 1, 2021 – SEP 30, 2021



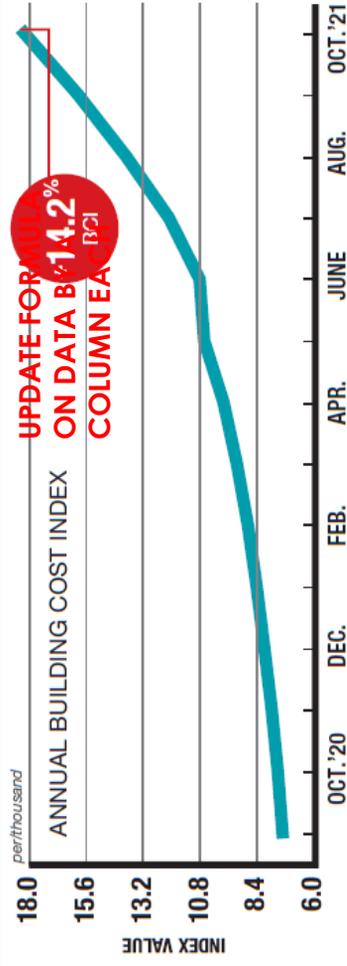
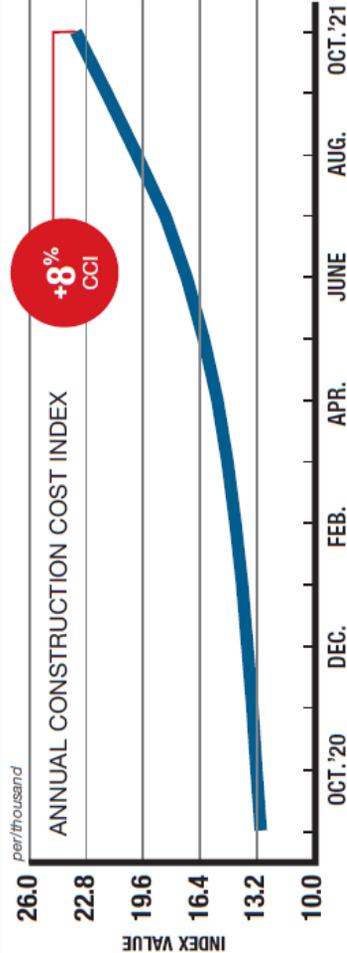
Overweight/Oversized Permit Count
2020 - 2021 Monthly Comparison



Notes:

1. The permit count for 2020 (36,040) ended with a +6.7% increase compared to 2019 (33,790).
2. Monthly permit count of 3,200 represents a +10.9% increase compared to the same month in 2020.

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



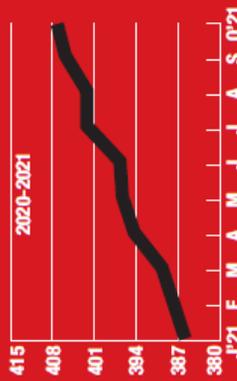
20-CITY AVERAGE

ITEM	UNIT	\$PRICE	%MONTH	%YEAR
ASPHALT PAVING				
PG-58	TON	459.23	+1.2	+17.0
Cutback, MC800	TON	388.66	-0.1	+4.0
Emulsion, RAPID SET	TON	364.04	+0.1	+2.1
Emulsion, SLOW SET	TON	377.23	+0.1	+2.7
PORTLAND CEMENT				
Type one	TON	151.84	+1.2	+2.4
MASONRY CEMENT				
70-lb bag	TON	11.03	-0.6	+1.6
CRUSHED STONE				
Base course	TON	14.24	+2.0	+13.4
Concrete course	TON	13.43	+0.2	+14.0
Asphalt course	TON	14.37	+0.4	+2.9
SAND				
Concrete	TON	11.50	+1.2	+10.3
Masonry	TON	13.80	-0.2	+10.7
READY-MIX CONCRETE				
3,000 psi	CY	131.56	+0.5	+5.1
4,000 psi	CY	144.39	+0.6	+1.6
5,000 psi	CY	182.33	+0.4	-5.2
CONCRETE BLOCK				
Normal weight: 8" x 8" x 16"	C	175.09	-0.1	+14.4
Lightweight: 8" x 8" x 16"	C	162.72	+0.4	-5.9
12" x 8" x 16"	C	237.14	+2.4	+29.5

READY-MIX CONCRETE

+0.5%

READY-MIX CONCRETE PRICES INCREASED 0.5% SINCE LAST MONTH.

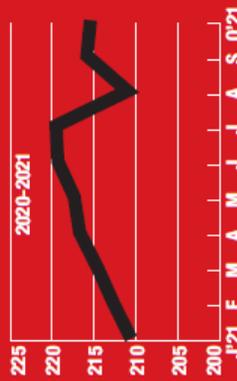


1992=100

PORTLAND CEMENT

+1.2%

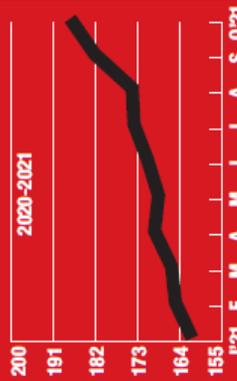
MONTHLY PRICES FOR PORTLAND CEMENT INCREASED 1.2% IN OCTOBER.



CONCRETE BLOCK

-0.1%

MONTHLY PRICES DECREASED 0.1%, WHILE YEARLY PRICES ROSE 14.4%.

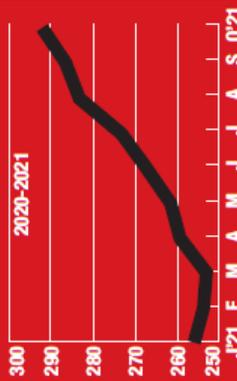


1992=100

ASPHALT PAVING

+1.2%

ASPHALT PRICES ROSE 1.2% THIS MONTH, WHILE YEARLY PRICES ARE UP 17%.



This Page
Intentionally
Left Blank

Item 1B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 1B </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 10/14/21 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 10/26/21 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **REPORT ON 365 TOLLWAY PROJECT FINANCING ACTIVITIES.**

2. Nature of Request: (Brief Overview) Attachments: X Yes No
Report on 365 Tollway Project Financing Activities – Richard Ramirez, Hilltop Securities.

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

4. Budgeted: Yes No X N/A

5. Staff Recommendation: **Report only.**

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

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

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

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

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

11. Chief Development Engineer’s Recommendation: Approved Disapproved X None

12. Chief Construction Engineer’s Recommendation: Approved Disapproved X None

13. Executive Director’s Recommendation: Approved Disapproved X None

Item 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> 10/19/21 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 10/26/21 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF MINUTES FOR REGULAR MEETING HELD SEPTEMBER 28, 2021.**

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

Consideration and Approval of Minutes for the Hidalgo County Regional Mobility Authority Board of Directors Regular Meeting held September 28, 2021.

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 the minutes for the Board of Director's Regular Meeting held September 28, 2021, 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

**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, September 28, 2021**, at 5:30 pm at the Pharr City Hall, 2nd Floor City Commission Chambers, 118 S. Cage, Blvd, Pharr, TX 78577, with the following participating:

Board Members: S. David Deanda, Jr., Chairman
Forrest Runnels, Vice-Chairman
Alonzo Cantu, Director (Teleconference)
Paul Moxley, Director (Teleconference)
Frank Pardo, Director
Joaquin Spamer, Director

Absent: Ezequiel Reyna, Jr., Secretary/Treasurer

Staff: Pilar Rodriguez, Executive Director
Ramon Navarro, Chief Construction Engineer
Eric Davila, Chief Development Engineer
Celia Gaona, Chief Auditor/Compliance Officer
Jose Castillo, Chief Financial Officer
Maria Alaniz, Administrative Assistant III
Luis Cardenas, Escobedo & Cardenas, LLP, Legal Counsel
Richard Ramirez, Hilltop Securities, Financial Advisor

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 5:30 p.m.

PUBLIC COMMENT

No Comments.

1. REPORTS

- A. Report on Program Manager Activity for 365 Tollway Project and IBTC Environmental Clearance Document – Eric Davila, HCRMA.
Mr. Eric Davila reported on Program Manager Activity for 365 Tollway Project and IBTC Environmental Clearance Document. No action taken.

- B. Report on 365 Tollway Project Financing Activities – Richard Ramirez, Hilltop Securities.
Mr. Colby Eckols, Hilltop Securities, reported on the 365 Tollway Project Financing Activities. No action taken.

2. CONSENT AGENDA.

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

- A. Approval of Minutes for the Regular Meeting held August 24, 2021.
Approved the Minutes for the Regular Meeting held August 24, 2021.
- B. Approval of Project & General Expense Report for the period from August 7, 2021 to September 8, 2021.
Approved the Project & General Expense Report for the period from August 7, 2021 to September 8, 2021.
- C. Approval of Financial Reports for August 2021.
Approved the Financial Reports for August 2021.
- D. Resolution 2021-28 – Approving the 3rd Amended and Restated Interlocal Agreement for Administrative Services with the City of Pharr.
Approved Resolution 2021-28 – Approving the 3rd Amended and Restated Interlocal Agreement for Administrative Services with the City of Pharr.
- E. Resolution 2021–44 – Approval of Work Authorization 10 to the Professional Services Agreement with Melden & Hunt to provide boundary survey services for the 365 Tollway Wetland Conservation Easement in the amount of \$2,105.00.
Approved Resolution 2021–44 – Approval of Work Authorization 10 to the Professional Services Agreement with Melden & Hunt to provide boundary survey services for the 365 Tollway Wetland Conservation Easement in the amount of \$2,105.00.
- F. Resolution 2021–45 – Approval of Contract Amendment 8 to the Professional Services Agreement with Melden & Hunt to increase the maximum payable amount for Work Authorization 10.
Approved Resolution 2021–45 – Approval of Contract Amendment 8 to the Professional Services Agreement with Melden & Hunt to increase the maximum payable amount for Work Authorization 10 for a revised maximum payable amount of \$93,095.50.

3. REGULAR AGENDA

- A. Resolution 2021–35 – Approval of One Year Extension to the Professional Service Agreement with Shepard Walton King to provide Insurance Broker Services to the Hidalgo County Regional Mobility Authority.
Motion by Joaquin Spamer, with a second by Forrest Runnels, to approve Resolution 2021–35 – Approval of One Year Extension to the Professional Service Agreement with Shepard Walton King to provide Insurance Broker Services to the Hidalgo County Regional Mobility Authority. Motion carried unanimously.
- B. Resolution 2021 – 36 – Approval of Award of Contract with L&G Consulting Engineers, Inc. for construction material testing services for the Hidalgo County Regional Mobility Authority.
Motion by Joaquin Spamer, with a second by Frank Pardo, to approve Resolution 2021 – 36 – Approval of Award of Contract with L&G Consulting Engineers, Inc. for construction material testing services for the Hidalgo County Regional Mobility Authority in the amount of \$2,765,349.03. Motion carried unanimously.
- C. Resolution 2021 – 37 – Approval of Work Authorization 1 with L&G Consulting Engineers, Inc. for material testing in the 365 Tollway Project.
Motion by Joaquin Spamer, with a second by Paul Moxley, to approve Resolution 2021 – 37 – Approval of Work Authorization 1 with L&G Consulting Engineers, Inc. in the amount of \$2,765,349.03 for material testing in the 365 Tollway Project. Motion carried unanimously.

- D. Resolution 2021 – 38 – Approval of Award of Contract with Terracon Consultants, Inc. for construction material testing services for the Hidalgo County Regional Mobility Authority.
Motion by Joaquin Spamer, with a second by Frank Pardo, to approve Resolution 2021 – 38 – Approval of Award of Contract with Terracon Consultants, Inc. for construction material testing services for the Hidalgo County Regional Mobility Authority in the amount of \$1,950,258.64. Motion carried unanimously.
- E. Resolution 2021 – 39 – Approval of Work Authorization 1 with Terracon Consultants, Inc. for material testing in the 365 Tollway Project.
Motion by Forrest Runnels, with a second by Joaquin Spamer, to approve Resolution 2021 – 39 – Approval of Work Authorization 1 with Terracon Consultants, Inc. in the amount of \$1,950,258.64 for material testing in the 365 Tollway Project. Motion carried unanimously.
- F. Resolution 2021 – 42 – Approval of Award of Contract with B2Z Engineering, LLC for construction material testing services for the Hidalgo County Regional Mobility Authority.
Motion by Frank Pardo, with a second by Joaquin Spamer, to approve Resolution 2021 – 42 – Approval of Award of Contract with B2Z Engineering, LLC in the amount of \$201,143.26 for construction material testing services for the Hidalgo County Regional Mobility Authority. Motion carried unanimously.
- G. Resolution 2021 – 43 – Approval of Work Authorization 1 with B2Z Engineering, LLC for material testing in the 365 Tollway Project.
Motion by Joaquin Spamer, with a second by Frank Pardo, to approve Resolution 2021 – 43 – Approval of Work Authorization 1 with B2Z Engineering, LLC in the amount of \$201,143.26 for material testing in 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)

- A. 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

- B. Consultation with Attorney on personnel matters related annual evaluation of the Executive Director (551.074 T.G.C.)

No action taken

- C. Consultation with Attorney on legal issues pertaining to an Interlocal Cooperative Agreement with the City of Mission to provide Right of Way Acquisition Services (Section 551.071 T. G.C.)

No action taken.

- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. Consultation with Attorney on personnel matters related to the COVID-19 pandemic (Section 551.074 T.G.C.).
No action taken.

ADJOURNMENT

There being no other business to come before the Board of Directors, motion by Forrest Runnels, with a second by Joaquin Spamer, to adjourn the meeting at 5:52 p.m.

S. David Deanda, Jr, Chairman

Attest:

Ezequiel Reyna, Jr., Secretary/Treasurer

Item 2B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2B </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 10/20/21 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 10/26/21 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF PROJECT AND GENERAL EXPENSE REPORT FROM SEPTEMBER 9, 2021 TO OCTOBER 6, 2021**

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

Consideration and approval of project and general expense report for the period from September 9, 2021 to October 6, 2021

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

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

General Account	\$ 102,802.64
Disbursement Account	\$ 139,455.26
VRF Series 2020A	\$ 187,033.78
Total Project Expenses for Reporting Period	\$ 429,291.68

Fund Balance after Expenses \$ 8,527,564.21

5. Staff Recommendation: **Motion to approve the project and general expense report for the September 9, 2021 to October 6, 2021, 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



Memorandum

To: S. David Deanda Jr., Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: October 19, 2021
Re: **Expense Report for the Period from September 9, 2021 to October 6, 2021**

Attached is the expense report for the period commencing on September 9, 2021 to October 6, 2021.

Expenses for the General Account total \$102,802.64, Disbursement Account total \$139,455.26 and the VRF Series 2020A Account is \$187,033.78. The aggregate expense for the reporting period is \$429,291.68.

Based on review by this office, **approval of expenses for the reporting period is recommended in the aggregate amount of \$429,291.68.**

This leaves a fund balance (all funds) after expenses of \$8,527,564.21.

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



Plains Capital 41	Make Check Payable to	Date Work Performed	Amount
Wages & Benefits	City of Pharr	September 2021	\$ 71,641.47
	Office Depot	10/06/2021	\$ 105.61
	Office Depot	10/06/2021	\$ 17.49
	A-Fast Delivery, LLC	September 2021	\$ 112.25
	Copy Zone	September 2021	\$ 554.28
	Bracewell, LLP	September 2021	\$ 480.00
	Escobedo & Cardenas, LLP	September 2021	\$ 75.00
	Pathfinder Public Affairs	September 2021	\$ 10,000.00
Accounting Fees	City of Pharr	September 2021	\$ 205.00
Rent	City of Pharr	October 2021	\$ 4,480.00
	City of Pharr	September 2021	\$ 4,305.00
	City of Pharr	October 2021	\$ 655.00
	Xerox Financial Services	September 2021	\$ 591.60
	Xerox Financial Services	October 2021	\$ 591.60
	Xerox	10/1/2021-10/31/2021	\$ 194.05
Professional Services	Pena Designs	September 2021	\$ 200.00
	Shepard Walton King Insurance Group	8/2020-8/2021	\$ 7,147.50
	Advance Publishing LLC	09/29/2021	\$ 73.13
	Credit Card Services	9/04/2021-10/03/2021	\$ -
	Credit Card Services	9/04/2021-10/03/2021	\$ 1,119.58
	Credit Card Services	9/04/2021-10/03/2021	\$ 254.08
			\$ 102,802.64
Wilmington Trust 45/Capital Projects			
Legal Fees	Bracewell, LLP	September 2021	\$ 18,640.00
	Escobedo & Cardenas, LLP	September 2021	\$ 2,350.00
	Blanton & Associates, Inc.	September 2021	\$ 4,270.44
	Blanton & Associates, Inc.	September 2021	\$ 5,458.87
	C&M Associates, Inc.	8/24/2021-9/30/2021	\$ 28,478.60
	HDR Engineering, Inc.	08/29/21-09/25/21	\$ 31,877.78
	HDR Engineering, Inc.	08/29/2021-09/25/2021	\$ 39,636.86
	HDR Engineering, Inc.	08/29/2021-09/25/2021	\$ 799.90
	HDR Engineering, Inc.	8/29/2021-09/25/2021	\$ 7,942.81
			\$139,455.26
Wilmington Trust 46/VRF Series 2020A			
	L&G Engineering	September 2021	\$ 119,802.50
	Saenz Oil & Gas Services	Thru 10/02/2021	\$ 66,918.78
	Sendero Acquisition, LP	September 2021	\$ 312.50
			\$ 187,033.78
Sub Total - Gener:	\$	102,802.64	
Sub Total - Projec:	\$	139,455.26	
Sub Total - 46	\$	187,033.78	
Total	\$	429,291.68	

Approved: _____
 S. David Deanda, Jr., Chairman

Recommend Approval: _____
 Pilar Rodriguez, Executive Director

Approved: _____
 Ezequiel Reyna, Jr., Secretary/Treasurer

Date: 10/26/2021

Item 2C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2C </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 10/19/21 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 10/26/21 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF THE FINANCIAL REPORT FOR THE MONTHS OF SEPTEMBER 2021.**

2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of financial report for the months of September 2021.

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

4. Budgeted: Yes No X N/A

Funding Source:

5. Staff Recommendation: **Motion to approve the Financial Report for the months of September 2021, as presented.**

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

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

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

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

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

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

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

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

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY
STATEMENT OF NET POSITION SEPTEMBER 30, 2021**

ASSETS

CURRENT ASSETS	
Cash	\$ 34,156
Investment-Cap. Projects nonrestricted	21,671
Pool Investments	3,377,928
Promiles-Prepaid/Escrow Overweight Permit Fees	112,582
Accounts Receivable - VR Fees	551,230
Prepaid expense	1,271
Prepaid bond insurances	<u>309,595</u>
Total Current Assets	<u>4,408,433</u>
RESTRICTED ASSETS	
Construction 2020A Series	5,268,123
Investment-2020 debt service	1,225,975
Investment-debt service	151,423
Investment-debt service jr. lien	<u>6,664,229</u>
Total Restricted Assets	<u>13,309,750</u>
CAPITAL ASSETS	
Land-environmental	441,105
Leaschold improvements	266,776
Office equipment/other	33,136
Construction in progress	127,588,194
Accumulated depreciation	<u>(56,858)</u>
Total Capital Assets	<u>128,272,353</u>
DEFERRED OUTFLOW OF RESOURCES	
Deferred charges on refunding	<u>6,153,048</u>
Total Deferred Outflows	<u>6,153,048</u>
TOTAL ASSETS and DEFERRED OUTFLOWS OF RESOURCES	<u><u>\$ 152,143,584</u></u>

LIABILITIES AND NET POSITION

CURRENT LIABILITIES	
Accounts payable-City of Pharr	\$ 75,946
Unearned Revenue - Overweight Permit Escrow	112,582
Current Portion of Bond Premium 2013	53,223
Current Portion of Bond Premium 2020A	<u>45,256</u>
Total Current Liabilities	<u>287,007</u>
RESTRICTED LIABILITIES	
Current Portion of Long-Term 2020 Debt	805,000
Current Portion of Long-Term Debt 2013	<u>1,305,000</u>
Total Restricted Liabilities	<u>2,110,000</u>
LONG-TERM LIABILITIES	
2013 VRF Bonds Payable	2,785,000
2020 Series A Bonds Payable	9,870,000
2020 Series B Bonds Payable	57,210,000
Jr. Lien Bonds	22,975,440
Bond premium 2013VRF	106,987
Bond premium 2020A	<u>1,301,108</u>
Total Long-Term Liabilities	<u>94,248,535</u>
Total Liabilities	<u>96,645,542</u>
NET POSITION	
Investment in Capital Assets, Net of Related Debt	43,236,510
Restricted for:	
Debt Service	5,931,627
Unrestricted	<u>6,329,905</u>
Total Net Position	<u>55,498,042</u>
TOTAL LIABILITIES AND NET POSITION	<u><u>\$ 152,143,584</u></u>



Pharr, TX

Balance Sheet

Account Summary

As Of 09/30/2021

Account	Name	Balance
Fund: 41 - HCRMA-GENERAL		
Assets		
<u>41-1-1100-000</u>	GENERAL OPERATING	34,156.19
<u>41-1-1102-000</u>	POOL INVESTMENTS	3,377,928.40
<u>41-1-1110-000</u>	CLEARING ACCOUNT-WT 000-VRF	-230.00
<u>41-1-1113-000</u>	ACCOUNTS RECIEVABLES-VR FEES	551,229.59
<u>41-1-1113-100</u>	PROMILES-PREPAID/ESCROW OVERWE	112,581.56
<u>41-1-1117-000</u>	LEASEHOLD IMPROVEMENTS	266,776.38
<u>41-1-1118-000</u>	CONSTRUCTION IN PROGRESS	127,588,193.87
<u>41-1-1119-001</u>	LAND-ENVIRONMENTAL	441,105.00
<u>41-1-1121-000</u>	FURNITURE & FIXTURES	24,529.90
<u>41-1-1122-000</u>	COMPUTER EQUIP/SOFTWARE	8,606.51
<u>41-1-1123-000</u>	ACCUMULATED DEPRECIATION	-56,857.53
<u>41-1-1601-000</u>	PREPAID EXPENSE	1,271.08
<u>41-1-1700-001</u>	DEFERRED CHARGES ON REFUNDING	6,153,048.16
<u>41-1-1700-010</u>	DEFERRED CHARGES ON BOND INSURAN	309,594.70
	Total Assets:	138,811,933.81
		<u><u>138,811,933.81</u></u>
Liability		
<u>41-2-1212-001</u>	A/P CITY OF PHARR	75,946.47
<u>41-2-1213-009</u>	CURRENT-UNAMORTIZED PREMIUM	53,223.39
<u>41-2-1213-010</u>	CURRENT- UNAMORTIZED- PREM 2020A	45,255.92
<u>41-2-1213-012</u>	BONDS PAYABLE CURRENT- 2020B	805,000.00
<u>41-2-1213-100</u>	UNEARNED REV.-OVERWEIGHT	112,581.56
<u>41-2-1214-001</u>	BONDS PAYABLE-CURRENT	1,305,000.00
<u>41-2-1214-002</u>	BONDS PAYABLE-LONG TERM PORTIO	2,785,000.00
<u>41-2-1214-003</u>	UNAMORTIZED PREMIUM ON BOND	106,986.78
<u>41-2-1214-004</u>	UNAMORTIZED PREM- 2020A	1,301,107.70
<u>41-2-1214-010</u>	LONG TERM BONDS- JR LIEN	22,975,440.14
<u>41-2-1214-011</u>	LONG TERM BONDS- 2020A	9,870,000.00
<u>41-2-1214-012</u>	LONG TERM BONDS- 2020B	57,210,000.00
	Total Liability:	96,645,541.96
Equity		
<u>41-3-3400-000</u>	FUND BALANCE	41,689,825.95
	Total Beginning Equity:	41,689,825.95
	Total Revenue	6,283,579.20
	Total Expense	5,807,013.30
	Revenues Over/Under Expenses	476,565.90
	Total Equity and Current Surplus (Deficit):	42,166,391.85
	Total Liabilities, Equity and Current Surplus (Deficit):	<u><u>138,811,933.81</u></u>



Pharr, TX

Budget Report

Account Summary

For Fiscal: 2021 Period Ending: 09/30/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 41 - HCRMA-GENERAL							
Revenue							
<u>41-4-1504-000</u>	VEHICLE REGISTRATION FEES	6,500,000.00	6,500,000.00	551,000.00	5,443,940.00	-1,056,060.00	16.25 %
<u>41-4-1505-005</u>	PROMILES-OW/OS PERMIT FEES	1,000,000.00	1,000,000.00	71,172.00	838,323.00	-161,677.00	16.17 %
<u>41-4-1506-000</u>	INTEREST REVENUE	15,000.00	15,000.00	98.02	1,316.20	-13,683.80	91.23 %
	Revenue Total:	7,515,000.00	7,515,000.00	622,270.02	6,283,579.20	-1,231,420.80	16.39 %
Expense							
<u>41-52900-1100-000</u>	SALARIES	538,184.00	538,184.00	35,020.17	356,224.84	181,959.16	33.81 %
<u>41-52900-1104-000</u>	OVERTIME	500.00	500.00	0.00	172.36	327.64	65.53 %
<u>41-52900-1105-000</u>	FICA	45,608.00	45,608.00	1,645.13	24,304.74	21,303.26	46.71 %
<u>41-52900-1106-000</u>	HEALTH INSURANCE	29,000.00	29,000.00	2,473.00	19,544.44	9,455.56	32.61 %
<u>41-52900-1115-000</u>	EMPLOYEES RETIREMENT	45,608.00	45,608.00	2,535.97	25,820.73	19,787.27	43.39 %
<u>41-52900-1116-000</u>	PHONE ALLOWANCE	6,300.00	6,300.00	392.30	3,923.00	2,377.00	37.73 %
<u>41-52900-1117-000</u>	CAR ALLOWANCE	22,800.00	22,800.00	1,200.00	12,000.00	10,800.00	47.37 %
<u>41-52900-1122-000</u>	EAP- ASSISTANCE PROGRAM	0.00	0.00	5.36	48.24	-48.24	0.00 %
<u>41-52900-1178-000</u>	ADMIN FEE	9,750.00	9,750.00	750.00	7,500.00	2,250.00	23.08 %
<u>41-52900-1179-000</u>	CONTINGENCY	28,400.00	28,400.00	0.00	0.00	28,400.00	100.00 %
<u>41-52900-1200-000</u>	OFFICE SUPPLIES	12,000.00	12,000.00	282.80	3,034.88	8,965.12	74.71 %
<u>41-52900-1603-000</u>	BUILDING REMODEL	70,000.00	70,000.00	0.00	3,984.74	66,015.26	94.31 %
<u>41-52900-1604-000</u>	MAINTENANCE & REPAIR	25,000.00	25,000.00	0.00	15,810.46	9,189.54	36.76 %
<u>41-52900-1605-000</u>	JANITORIAL	1,000.00	1,000.00	0.00	7.79	992.21	99.22 %
<u>41-52900-1606-000</u>	UTILITIES	2,800.00	2,800.00	246.89	1,975.12	824.88	29.46 %
<u>41-52900-1607-000</u>	CONTRACTUAL ADM/IT SERVICES	8,500.00	8,500.00	1,155.00	5,595.00	2,905.00	34.18 %
<u>41-52900-1610-000</u>	DUES & SUBSCRIPTIONS	15,000.00	15,000.00	325.00	13,861.09	1,138.91	7.59 %
<u>41-52900-1610-001</u>	SUBSCRIPTIONS-SOFTWARE	500.00	500.00	0.00	714.16	-214.16	-42.83 %
<u>41-52900-1611-000</u>	POSTAGE/FEDEX/COURTIER	2,500.00	2,500.00	119.25	1,464.25	1,035.75	41.43 %
<u>41-52900-1620-000</u>	GENERAL LIABILITY	3,000.00	3,000.00	0.00	2,902.60	97.40	3.25 %
<u>41-52900-1621-000</u>	INSURANCE-E&O	1,500.00	1,500.00	0.00	1,465.10	34.90	2.33 %
<u>41-52900-1622-000</u>	INSURANCE-SURETY	800.00	800.00	0.00	0.00	800.00	100.00 %
<u>41-52900-1623-000</u>	INSURANCE-LETTER OF CREDIT	500.00	500.00	-3,167.36	0.00	500.00	100.00 %
<u>41-52900-1623-001</u>	INSURANCE-OTHER	3,000.00	3,000.00	3,167.36	3,167.36	-167.36	-5.58 %
<u>41-52900-1623-002</u>	INSURANCE- CYBERSECURITY	2,500.00	2,500.00	0.00	3,200.22	-700.22	-28.01 %
<u>41-52900-1630-000</u>	BUSINESS MEALS	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>41-52900-1640-000</u>	ADVERTISING	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00 %
<u>41-52900-1650-000</u>	TRAINING	8,000.00	8,000.00	0.00	3,087.00	4,913.00	61.41 %
<u>41-52900-1660-000</u>	TRAVEL	10,000.00	10,000.00	21.95	725.32	9,274.68	92.75 %
<u>41-52900-1662-000</u>	PRINTING & PUBLICATIONS	8,000.00	8,000.00	471.97	3,345.31	4,654.69	58.18 %
<u>41-52900-1703-000</u>	BANK SERVICE CHARGES	100.00	100.00	0.00	0.00	100.00	100.00 %
<u>41-52900-1705-000</u>	ACCOUNTING FEES	30,000.00	30,000.00	205.00	28,390.00	1,610.00	5.37 %
<u>41-52900-1710-000</u>	LEGAL FEES	65,000.00	65,000.00	475.00	24,840.25	40,159.75	61.78 %
<u>41-52900-1710-001</u>	LEGAL FEES-GOV.AFFAIRS	120,000.00	120,000.00	10,000.00	90,000.00	30,000.00	25.00 %
<u>41-52900-1712-000</u>	FINANCIAL CONSULTING FEES	4,000.00	4,000.00	0.00	4,005.00	-5.00	-0.13 %
<u>41-52900-1712-001</u>	INSURANCE CONSULTANT	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<u>41-52900-1715-000</u>	RENT-OFFICE	54,000.00	54,000.00	4,480.00	40,320.00	13,680.00	25.33 %
<u>41-52900-1715-001</u>	RENT-OFFICE EQUIPMENT	8,500.00	8,500.00	683.21	4,782.47	3,717.53	43.74 %
<u>41-52900-1715-002</u>	RENT-OTHER	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>41-52900-1716-000</u>	CONTRACTUAL WEBSITE SERVICES	2,400.00	2,400.00	200.00	1,800.00	600.00	25.00 %
<u>41-52900-1731-000</u>	MISCELLANEOUS	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>41-52900-1732-000</u>	PENALTIES & INTEREST	100.00	100.00	0.00	0.00	100.00	100.00 %
<u>41-52900-1850-000</u>	CAPITAL OUTLAY	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00 %
<u>41-52900-1899-000</u>	NON-CAPITAL	10,000.00	10,000.00	0.00	1,900.00	8,100.00	81.00 %
<u>41-52900-1999-003</u>	TRANSFER OUT TO DEBT	1,496,450.00	1,496,450.00	124,703.24	1,124,329.16	372,120.84	24.87 %

Budget Report

For Fiscal: 2021 Period Ending: 09/30/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<u>41-52900-1999-005</u>	TRANS OUT DEB-JR LIEN	1,126,162.00	1,126,162.00	0.00	1,126,162.00	0.00	0.00 %
<u>41-52900-1999-006</u>	TRANS OUT- 2020 DEBT SVC	2,470,095.00	2,470,095.00	205,841.20	1,852,570.80	617,524.20	25.00 %
<u>41-52900-1999-009</u>	TRANSFER OUT-CAPITAL PROJ	700,000.00	700,000.00	40,000.00	569,000.00	131,000.00	18.71 %
<u>41-53000-1100-000</u>	SALARIES	496,536.00	496,536.00	14,010.15	144,769.80	351,766.20	70.84 %
<u>41-53000-1104-000</u>	OVERTIME	10,500.00	10,500.00	0.00	0.00	10,500.00	100.00 %
<u>41-53000-1105-000</u>	FICA	44,968.00	44,968.00	1,060.96	11,034.04	33,933.96	75.46 %
<u>41-53000-1106-000</u>	HEALTH INSURANCE	25,000.00	25,000.00	1,236.50	10,125.38	14,874.62	59.50 %
<u>41-53000-1115-000</u>	EMPLOYEES RETIREMENT	44,968.00	44,968.00	1,128.26	11,639.75	33,328.25	74.12 %
<u>41-53000-1116-000</u>	PHONE ALLOWANCE	9,600.00	9,600.00	184.60	1,846.00	7,754.00	80.77 %
<u>41-53000-1117-000</u>	CAR ALLOWANCE	43,200.00	43,200.00	553.84	5,538.40	37,661.60	87.18 %
<u>41-53000-1122-000</u>	EAP- ASSISTANCE PROGRAM	0.00	0.00	2.68	24.12	-24.12	0.00 %
<u>41-53000-1178-000</u>	ADMN FEE	15,600.00	15,600.00	300.00	3,000.00	12,600.00	80.77 %
<u>41-53000-1179-000</u>	CONTINGENCY	27,992.00	27,992.00	0.00	0.00	27,992.00	100.00 %
<u>41-53000-1200-000</u>	OFFICE SUPPLIES	1,500.00	1,500.00	8.99	43.98	1,456.02	97.07 %
<u>41-53000-1201-000</u>	SMALL TOOLS	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<u>41-53000-1606-001</u>	UTILITIES	0.00	0.00	18.53	51.43	-51.43	0.00 %
<u>41-53000-1608-000</u>	UNIFORMS	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00 %
<u>41-53000-1610-000</u>	DUES & SUBSCRIPTIONS	2,000.00	2,000.00	0.00	740.00	1,260.00	63.00 %
<u>41-53000-1610-001</u>	SUBSCRIPTIONS - SOFTWARE	7,000.00	7,000.00	0.00	8,745.07	-1,745.07	-24.93 %
<u>41-53000-1611-000</u>	POSTAGE/FEDEX/COURTIER	500.00	500.00	0.00	15.90	484.10	96.82 %
<u>41-53000-1640-000</u>	ADVERTISING	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %
<u>41-53000-1650-000</u>	TRAINING	5,000.00	5,000.00	0.00	890.00	4,110.00	82.20 %
<u>41-53000-1660-000</u>	TRAVEL	5,000.00	5,000.00	0.00	575.32	4,424.68	88.49 %
<u>41-53000-1715-000</u>	RENT CONSTRUCTION OFFICE	2,700.00	2,700.00	0.00	0.00	2,700.00	100.00 %
<u>41-53000-1715-001</u>	RENTAL - OFFICE EQUIPMENT	0.00	0.00	-260.31	1,975.30	-1,975.30	0.00 %
<u>41-53000-1715-002</u>	RENT-OTHER	500.00	500.00	418.34	989.34	-489.34	-97.87 %
<u>41-53000-1850-000</u>	CAPITAL OUTLAY	62,500.00	62,500.00	0.00	7,810.04	54,689.96	87.50 %
<u>41-53000-1899-000</u>	NON-CAPITALIZED	22,000.00	22,000.00	0.00	0.00	22,000.00	100.00 %
<u>41-54000-1100-000</u>	SALARIES	426,970.00	426,970.00	10,382.38	108,547.79	318,422.21	74.58 %
<u>41-54000-1104-000</u>	OVERTIME	500.00	500.00	0.00	0.00	500.00	100.00 %
<u>41-54000-1105-000</u>	FICA	36,480.00	36,480.00	805.76	8,456.91	28,023.09	76.82 %
<u>41-54000-1106-000</u>	HEALTH INSURANCE	16,800.00	16,800.00	618.25	5,212.57	11,587.43	68.97 %
<u>41-54000-1115-000</u>	EMPLOYEES RETIREMENT	36,480.00	36,480.00	843.68	8,798.19	27,681.81	75.88 %
<u>41-54000-1116-000</u>	PHONE ALLOWANCE	4,800.00	4,800.00	92.30	923.00	3,877.00	80.77 %
<u>41-54000-1117-000</u>	CAR ALLOWANCE	21,600.00	21,600.00	553.84	5,538.40	16,061.60	74.36 %
<u>41-54000-1122-000</u>	EAP- ASSISTANCE PROGRAM	0.00	0.00	1.34	12.06	-12.06	0.00 %
<u>41-54000-1178-000</u>	ADMN FEE	7,800.00	7,800.00	150.00	1,500.00	6,300.00	80.77 %
<u>41-54000-1179-000</u>	CONTINGENCY	23,000.00	23,000.00	0.00	0.00	23,000.00	100.00 %
<u>41-54000-1200-000</u>	OFFICE SUPPLIES	500.00	500.00	203.46	550.97	-50.97	-10.19 %
<u>41-54000-1610-000</u>	DUES & SUBSCRIPTIONS	2,500.00	2,500.00	-7,766.00	367.00	2,133.00	85.32 %
<u>41-54000-1610-001</u>	SUBSCRIPTIONS-SOFTWARE	69,000.00	69,000.00	7,766.00	64,575.09	4,424.91	6.41 %
<u>41-54000-1611-000</u>	POSTAGE/FEDEX/COURTIER	100.00	100.00	0.00	0.00	100.00	100.00 %
<u>41-54000-1640-000</u>	ADVERTISING	1,500.00	1,500.00	7,988.22	7,988.22	-6,488.22	-432.55 %
<u>41-54000-1650-000</u>	TRAINING	3,000.00	3,000.00	0.00	350.00	2,650.00	88.33 %
<u>41-54000-1660-000</u>	TRAVEL	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<u>41-54000-1850-000</u>	CAPITAL OUTLAY	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00 %
<u>41-54000-1899-000</u>	NON-CAPITALIZED	16,100.00	16,100.00	0.00	0.00	16,100.00	100.00 %
<u>41-58000-1604-001</u>	MAINTENANCE AND REPAIR -BSIF	3,000.00	3,000.00	0.00	1,860.00	1,140.00	38.00 %
<u>41-58000-1606-002</u>	UTILITIES - BSIF	1,000.00	1,000.00	66.88	540.80	459.20	45.92 %
	Expense Total:	8,554,251.00	8,554,251.00	473,601.09	5,807,013.30	2,747,237.70	32.12 %
	Fund: 41 - HCRMA-GENERAL Surplus (Deficit):	-1,039,251.00	-1,039,251.00	148,668.93	476,565.90	1,515,816.90	145.86 %
	Report Surplus (Deficit):	-1,039,251.00	-1,039,251.00	148,668.93	476,565.90	1,515,816.90	145.86 %



Pharr, TX

Bank Statement Register

GENERAL OPERATING

Period 9/1/2021 - 9/30/2021

010/18/21

Bank Statement

General Ledger

Beginning Balance	66,370.51	Account Balance	34,156.19
Plus Debits	316,157.97	Less Outstanding Debits	0.00
Less Credits	339,253.06	Plus Outstanding Credits	9,119.23
Adjustments	0.00	Adjustments	0.00
Ending Balance	43,275.42	Adjusted Account Balance	43,275.42

Statement Ending Balance	43,275.42
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1100-000 GENERAL OPERATING

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2021	<u>DEP 093021</u>	Deposit	FUND 41- PROMILES	18,900.00
09/30/2021	<u>DEP 093021</u>	Deposit	FUND 41- PROMILES	16,443.00
09/30/2021	<u>DEP 093021</u>	Deposit	FUND 41- PROMILES	18,306.00
09/30/2021	<u>DEP 093021</u>	Deposit	FUND 41- PROMILES	17,523.00
Total Cleared Deposits (4)				71,172.00

Cleared Checks

Item Date	Reference	Item Type	Description	Amount
08/26/2021	<u>2541</u>	Check	A FAST DELIVERY	-148.00
08/26/2021	<u>2542</u>	Check	COPYZONE	-660.78
08/26/2021	<u>2543</u>	Check	ENVIRONMENTAL SYSTEMS RESEARCH IN:	-1,500.00
08/26/2021	<u>2544</u>	Check	HILLTOP SECURITIES INC.	-2,500.00
08/26/2021	<u>2545</u>	Check	OFFICE DEPOT	-249.18
08/26/2021	<u>2546</u>	Check	XEROX CORPORATION	-194.05
Total Cleared Checks (6)				-5,252.01

Cleared Other

Item Date	Reference	Item Type	Description	Amount
09/30/2021	<u>DFT0004320</u>	Bank Draft	CITY OF PHARR	-71,705.10
09/30/2021	<u>DFT0004321</u>	Bank Draft	CITY OF PHARR	-205.00
09/30/2021	<u>DFT0004322</u>	Bank Draft	CITY OF PHARR	-4,480.00
09/30/2021	<u>DFT0004323</u>	Bank Draft	CITY OF PHARR	-4,305.00

Cleared Other

Item Date	Reference	Item Type	Description	Amount
09/30/2021	<u>DFT0004324</u>	Bank Draft	CITY OF PHARR	-1,155.00
09/30/2021	<u>DFT0004325</u>	Bank Draft	BRACEWELL LLP ATTORNEYS AT LAW	-400.00
09/30/2021	<u>DFT0004326</u>	Bank Draft	ESCOBEDO & CARDENAS, LLP	-75.00
09/30/2021	<u>DFT0004327</u>	Bank Draft	PATHFINDER PUBLIC AFFAIRS	-10,000.00
09/30/2021	<u>DFT0004328</u>	Bank Draft	PENA DESIGNS	-200.00
09/30/2021	<u>DFT0004329</u>	Bank Draft	IVONNE RODRIGUEZ	-21.95
09/30/2021	<u>DFT0004330</u>	Bank Draft	PLAINS CAPITAL-CREDIT CARD SERVICES	-325.00
09/30/2021	<u>DFT0004331</u>	Bank Draft	PLAINS CAPITAL-CREDIT CARD SERVICES	-710.66
09/30/2021	<u>DFT0004332</u>	Bank Draft	PLAINS CAPITAL-CREDIT CARD SERVICES	-418.34
09/30/2021	<u>MISC_093021</u>	Miscellaneous	FUND 41- TO REC WIRE TXFRS	-40,000.00
09/30/2021	<u>MISC_093021</u>	Miscellaneous	FUND 41- TO REC WIRE TXFRS	-200,000.00
09/30/2021	<u>MISC_093021</u>	Miscellaneous	FUND 41- WILMINGTON TRUST	244,985.97
Total Cleared Other (16)				-89,015.08

Outstanding Checks

Item Date	Reference	Item Type	Description	Amount
09/29/2021	<u>2547</u>	Check	A FAST DELIVERY	-119.25
09/29/2021	<u>2548</u>	Check	ADVANCE PUBLISHING LLC	-848.25
09/29/2021	<u>2549</u>	Check	AIM MEDIA TEXAS BUSINESS OFFICE	-6,939.99
09/29/2021	<u>2550</u>	Check	COPYZONE	-471.97
09/29/2021	<u>2551</u>	Check	OFFICE DEPOT	-316.87
09/29/2021	<u>2552</u>	Check	XEROX BUSINESS SOLUTIONS SOUTHWES	-228.85
09/29/2021	<u>2553</u>	Check	XEROX CORPORATION	-194.05
Total Outstanding Checks (7)				-9,119.23



Pharr, TX

Bank Statement Register

POOL INVESTMENTS

Period 9/1/2021 - 9/30/2021

9/18/21

Bank Statement		General Ledger	
Beginning Balance	3,177,830.38	Account Balance	3,377,928.40
Plus Debits	200,098.02	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	0.00	Adjustments	0.00
Ending Balance	3,377,928.40	Adjusted Account Balance	3,377,928.40

Statement Ending Balance	3,377,928.40
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

41-1-1102-000 POOL INVESTMENTS

Cleared Deposits

Item Date	Reference	Item Type	Description	Amount
09/30/2021	<u>MISC 093021</u>	Deposit	FUND 41- TO REC WIRE TXFRS	200,000.00
Total Cleared Deposits (1)				200,000.00

Cleared Other

Item Date	Reference	Item Type	Description	Amount
09/30/2021	<u>INT 093021</u>	Interest	FUND 41- LOGIC	98.02
Total Cleared Other (1)				98.02



Pharr, TX

Balance Sheet

Account Summary

As Of 09/30/2021

Account	Name	Balance	
Fund: 42 - HCRMA-DEBT SERVICE			
Assets			
<u>42-1-4105-000</u>	WILMINGTON-DEBT SERVICE	1,151,423.27	
<u>42-1-4105-001</u>	DEBT SVC - JR LIEN	6,664,228.54	
<u>42-1-4105-002</u>	DEBT SERVICE- 2020 SERIES	1,225,975.18	
	Total Assets:	<u>9,041,626.99</u>	<u>9,041,626.99</u>
Liability			
	Total Liability:	<u>0.00</u>	
Equity			
<u>42-3-4400-000</u>	FUND BALANCE	5,710,256.78	
	Total Beginning Equity:	<u>5,710,256.78</u>	
Total Revenue		4,106,930.74	
Total Expense		<u>775,560.53</u>	
Revenues Over/Under Expenses		<u>3,331,370.21</u>	
	Total Equity and Current Surplus (Deficit):	<u>9,041,626.99</u>	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u><u>9,041,626.99</u></u>



Pharr, TX

Budget Report Account Summary

For Fiscal: 2021 Period Ending: 09/30/2021

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 42 - HCRMA-DEBT SERVICE						
Revenue						
<u>42-4-1506-000</u>	INTEREST INCOME	0.00	0.00	21.18	104.74	104.74 0.00 %
<u>42-4-1506-001</u>	INTEREST INCOME-JR LIEN	0.00	0.00	199.54	3,691.61	3,691.61 0.00 %
<u>42-4-1506-002</u>	INTEREST 2020 SERIES	0.00	0.00	0.00	72.43	72.43 0.00 %
<u>42-4-1999-000</u>	TRANSFERS IN-FROM GENERAL FU	0.00	0.00	330,544.44	4,103,061.96	4,103,061.96 0.00 %
	Revenue Total:	0.00	0.00	330,765.16	4,106,930.74	4,106,930.74 0.00 %
Expense						
<u>42-52900-4703-001</u>	INTEREST EXPENSE-VRF 13 BOND	0.00	0.00	0.00	79,771.00	-79,771.00 0.00 %
<u>42-52900-4703-005</u>	INTEREST EXPENSE- 2020 SERIES	0.00	0.00	0.00	693,789.53	-693,789.53 0.00 %
<u>42-52900-4727-000</u>	FEES	0.00	0.00	0.00	2,000.00	-2,000.00 0.00 %
	Expense Total:	0.00	0.00	0.00	775,560.53	-775,560.53 0.00 %
	Fund: 42 - HCRMA-DEBT SERVICE Surplus (Deficit):	0.00	0.00	330,765.16	3,331,370.21	3,331,370.21 0.00 %
	Report Surplus (Deficit):	0.00	0.00	330,765.16	3,331,370.21	3,331,370.21 0.00 %



Pharr, TX

Bank Statement Register

WILMINGTON-DEBT SERVICE

Period 9/1/2021 - 9/30/2021

CP/12/21

Bank Statement

Beginning Balance	1,026,698.85
Plus Debits	124,724.42
Less Credits	0.00
Adjustments	0.00
Ending Balance	1,151,423.27

General Ledger

Account Balance	1,151,423.27
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	1,151,423.27

Statement Ending Balance	1,151,423.27
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-4105-000 WILMINGTON-DEBT SERVICE

Cleared Other

Item Date	Reference	Item Type	Description	Amount
09/30/2021	<u>MISC 093021</u>	Miscellaneous	FUND 42- WILMINGTON TRUST	124,724.42
Total Cleared Other (1)				124,724.42



Pharr, TX

Bank Statement Register

DEBT SVC - JR LIEN

Period 9/1/2021 - 9/30/2021

Bank Statement

Beginning Balance	6,664,029.00
Plus Debits	199.54
Less Credits	0.00
Adjustments	0.00
Ending Balance	6,664,228.54

General Ledger

Account Balance	6,664,228.54
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	6,664,228.54

Pro. 9/16/21

Statement Ending Balance	6,664,228.54
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-4105-001 DEBT SVC - JR LIEN

Cleared Other

Item Date	Reference	Item Type	Description	Amount
09/30/2021	<u>INT 093021</u>	Interest	FUND 42- LOGIC INTEREST	199.54
Total Cleared Other (1)				199.54



Pharr, TX

Bank Statement Register

INVESTMENTS D/S 2020 SERIES -

Period 9/1/2021 - 9/30/2021

09/16/21

Bank Statement

Beginning Balance	1,020,133.98
Plus Debits	205,841.20
Less Credits	0.00
Adjustments	0.00
Ending Balance	1,225,975.18

General Ledger

Account Balance	1,225,975.18
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	1,225,975.18

Statement Ending Balance	1,225,975.18
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

42-1-4105-002 DEBT SERVICE- 2020 SERIES

Cleared Other

Item Date	Reference	Item Type	Description	Amount
09/30/2021	<u>MISC 093021</u>	Miscellaneous	FUND 42- WILMINGTON TRUST NEW ACCT	205,841.20
Total Cleared Other (1)				205,841.20



Pharr, TX

Balance Sheet

Account Summary

As Of 09/30/2021

Account	Name	Balance	
Fund: 45 - HCRMA - CAP.PROJECTS FUND			
Assets			
<u>45-1-1102-000</u>	Pool Investment	21,671.40	
	Total Assets:	<u>21,671.40</u>	<u>21,671.40</u>
Liability			
	Total Liability:	<u>0.00</u>	
Equity			
<u>45-3-1400-000</u>	Fund Balance	-19,007.46	
	Total Beginning Equity:	<u>-19,007.46</u>	
Total Revenue		659,009.79	
Total Expense		<u>618,330.93</u>	
Revenues Over/Under Expenses		40,678.86	
	Total Equity and Current Surplus (Deficit):	<u>21,671.40</u>	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u><u>21,671.40</u></u>



Pharr, TX

Budget Report Account Summary

For Fiscal: 2021 Period Ending: 10/31/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 45 - HCRMA - CAP.PROJECTS FUND							
Revenue							
<u>45-4-1506-000</u>	Interest Revenue	0.00	0.00	0.00	9.79	9.79	0.00 %
<u>45-4-1999-000</u>	TRANSFER IN - GENERAL FUND	0.00	0.00	0.00	569,000.00	569,000.00	0.00 %
<u>45-4-4710-000</u>	CITY CONTRIBUTIONS	0.00	0.00	0.00	90,000.00	90,000.00	0.00 %
	Revenue Total:	0.00	0.00	0.00	659,009.79	659,009.79	0.00 %
Expense							
<u>45-52900-8800-000</u>	Consulting & Engineering	0.00	0.00	0.00	410,730.57	-410,730.57	0.00 %
<u>45-52900-8810-000</u>	SH 365- Enviornmental	0.00	0.00	0.00	19,646.45	-19,646.45	0.00 %
<u>45-52900-8810-003</u>	365 RIGHT OF WAY	0.00	0.00	0.00	6,837.80	-6,837.80	0.00 %
<u>45-52900-8820-000</u>	IBTC - Enviornmental	0.00	0.00	0.00	57,566.04	-57,566.04	0.00 %
<u>45-52900-8820-003</u>	IBTC - ROW	0.00	0.00	0.00	47,030.07	-47,030.07	0.00 %
<u>45-52900-8841-000</u>	LEGAL FEES	0.00	0.00	0.00	76,520.00	-76,520.00	0.00 %
	Expense Total:	0.00	0.00	0.00	618,330.93	-618,330.93	0.00 %
Fund: 45 - HCRMA - CAP.PROJECTS FUND Surplus (Deficit):		0.00	0.00	0.00	40,678.86	40,678.86	0.00 %
Report Surplus (Deficit):		0.00	0.00	0.00	40,678.86	40,678.86	0.00 %



Pharr, TX

Bank Statement Register

Pool Investment

Period 9/1/2021 - 9/30/2021

09/18/21

Bank Statement

Beginning Balance	73,406.76
Plus Debits	40,002.20
Less Credits	91,737.56
Adjustments	0.00
Ending Balance	21,671.40

General Ledger

Account Balance	21,671.40
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	21,671.40

Statement Ending Balance	21,671.40
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

45-1-1102-000 Pool Investment

Cleared Other

Item Date	Reference	Item Type	Description	Amount
09/03/2021	<u>DFT0004342</u>	Bank Draft	DONNA IRRIGATION DISTRICT NO 1	-516.80
09/30/2021	<u>DFT0004333</u>	Bank Draft	BRACEWELL LLP ATTORNEYS AT LAW	-11,520.00
09/30/2021	<u>DFT0004334</u>	Bank Draft	ESCOBEDO & CARDENAS, LLP	-5,000.00
09/30/2021	<u>DFT0004335</u>	Bank Draft	BLANTON & ASSOCIATES, INC.	-656.99
09/30/2021	<u>DFT0004336</u>	Bank Draft	BLANTON & ASSOCIATES, INC.	-3,142.99
09/30/2021	<u>DFT0004337</u>	Bank Draft	C&M ASSOCIATES, INV.	-7,480.11
09/30/2021	<u>DFT0004338</u>	Bank Draft	HDR	-19,604.17
09/30/2021	<u>DFT0004339</u>	Bank Draft	HDR	-18,877.84
09/30/2021	<u>DFT0004340</u>	Bank Draft	HDR	-2,698.78
09/30/2021	<u>DFT0004341</u>	Bank Draft	HDR	-22,239.88
09/30/2021	<u>MISC_093021</u>	Miscellaneous	FUND 45- WILMINGTON TRUST	40,002.20
Total Cleared Other (11)				-51,735.36



Pharr, TX

Balance Sheet

Account Summary

As Of 09/30/2021

Account	Name	Balance	
Fund: 46 - HCRMA- VRF SERIES 2020A			
Assets			
<u>46-1-1102-000</u>	INVESTMENTS	<u>5,268,273.34</u>	
	Total Assets:	5,268,273.34	<u>5,268,273.34</u>
Liability			
	Total Liability:	<u>0.00</u>	
Equity			
<u>46-3-3400-000</u>	FUND BALANCE	<u>5,660,123.03</u>	
	Total Beginning Equity:	5,660,123.03	
Total Revenue		2,402.33	
Total Expense		<u>394,252.02</u>	
Revenues Over/Under Expenses		<u>-391,849.69</u>	
	Total Equity and Current Surplus (Deficit):	5,268,273.34	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u>5,268,273.34</u>



Pharr, TX

Budget Report Account Summary

For Fiscal: 2021 Period Ending: 09/30/2021

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 46 - HCRMA- VRF SERIES 2020A							
Revenue							
<u>46-4-1506-000</u>	INTEREST REVENUE	0.00	0.00	167.07	2,402.33	2,402.33	0.00 %
Revenue Total:		0.00	0.00	167.07	2,402.33	2,402.33	0.00 %
Expense							
<u>46-52900-8810-003</u>	365 RIGHT OF WAY	0.00	0.00	323,341.97	394,252.02	-394,252.02	0.00 %
Expense Total:		0.00	0.00	323,341.97	394,252.02	-394,252.02	0.00 %
Fund: 46 - HCRMA- VRF SERIES 2020A Surplus (Deficit):		0.00	0.00	-323,174.90	-391,849.69	-391,849.69	0.00 %
Report Surplus (Deficit):		0.00	0.00	-323,174.90	-391,849.69	-391,849.69	0.00 %



Pharr, TX

Bank Statement Register

INVESTMENTS

Period 9/1/2021 - 9/30/2021

09/16/21

Bank Statement

Beginning Balance	5,591,448.24
Plus Debits	167.07
Less Credits	323,341.97
Adjustments	0.00
Ending Balance	5,268,273.34

General Ledger

Account Balance	5,268,273.34
Less Outstanding Debits	0.00
Plus Outstanding Credits	0.00
Adjustments	0.00
Adjusted Account Balance	5,268,273.34

Statement Ending Balance	5,268,273.34
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

46-1-1102-000 INVESTMENTS

Cleared Other

Item Date	Reference	Item Type	Description	Amount
09/30/2021	<u>DFT0004343</u>	Bank Draft	L&G ENGINEERING	-320,268.45
09/30/2021	<u>DFT0004344</u>	Bank Draft	SENDERO ACQUISITIONS	-3,073.52
09/30/2021	<u>INT_093021</u>	Interest	FUND 46- LOGIC	167.07
Total Cleared Other (3)				-323,174.90

Item 2D

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2D </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 10/19/2021 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 10/26/2021 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF QUARTERLY INVESTMENT REPORT FOR THE PERIOD ENDING SEPTEMBER 30, 2021.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of the quarterly investment reports for the period ending September 30, 2021.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Public Funds Investment Act Section 2256
4. Budgeted: Yes No X N/A
5. Staff Recommendation: **Motion to approve the Quarterly Investment Report for the period ending September 30, 2021 as presented**
6. Planning Committee's Recommendation: Approved Disapproved X None
7. Board Attorney's Recommendation: Approved Disapproved X None
8. Chief Auditor's Recommendation: Approved Disapproved X None
9. Chief Financial Officer's Recommendation: X Approved Disapproved None
10. Chief Development Engineer's Recommendation: Approved Disapproved X None
11. Chief Construction Engineer's Recommendation: Approved Disapproved X None
12. Executive Director's Recommendation: X Approved Disapproved None



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Board of Directors

- S. David Deanda, Jr., Chairman
- Forrest Runnels, Vice Chairman
- Ezequiel Reyna, Jr., Secretary/Treasurer
- Alonzo Cantu, Director
- Paul S. Moxley, Director
- Francisco "Frank" Pardo, Director
- Joaquin Spamer, Director

October 6, 2021

To: S. David Deanda, Chairman
Members of the Board of Directors

From: Pilar Rodriguez, Executive Director/Investment Officer
Jose Castillo, Chief Financial Officer/Investment Officer

RE: Quarterly Investment Report for QE September 30, 2021/Statement of Compliance

The above-referenced report is hereby presented, pursuant to the Public Funds Investment Act (PFIA), for your review and acceptance.

This quarter total investment disbursements totaled \$578,458 issued for project activities. Total combined interest earned was \$1,728.

The PFIA also requires that the report contain a Statement of Compliance, signed by the Investment Officers, as presented below:

STATEMENT OF COMPLIANCE

This report complies with the requirements of the Public Investment Act as well as the Hidalgo County Regional Mobility Authority's (RMA) adopted investment policy. The RMA follows all provisions of the Public Investment Act and the RMA's investment policy.

Presented by RMA Investment Officers:

Pilar Rodriguez, Investment Officer

Jose H. Castillo, Investment Officer

Hidalgo County Regional Mobility Authority
QUARTERLY INVESTMENT SUMMARY REPORT
Quarter Ending September 30, 2021

	Local Govt. Investment <u>Pool</u>	Govt. <u>Securities</u>	<u>Total</u>
COST			
Beginning Balance	\$ 15,002,787	\$ 1,431,810	\$ 16,434,597
Additions:			
Interfund Transfers-in	630,000	1,221,633	1,851,633
Investment earnings	1,642	86	1,728
Deductions:			
Disbursements	<u>(323,998)</u>	<u>(254,460)</u>	<u>(578,458)</u>
Ending Balance	<u>\$ 15,310,431</u>	<u>\$ 2,399,069</u>	<u>\$ 17,709,500</u>
MARKET VALUE			
Beginning Balance	<u>\$ 15,004,002</u>	<u>\$ 1,431,810</u>	<u>\$ 16,435,812</u>
Ending Balance	<u><u>\$ 15,311,395</u></u>	<u><u>\$ 2,399,070</u></u>	<u><u>\$ 17,710,465</u></u>
Weighted Average Maturity- Logic/Gov. Sec.	56	30	
Logic/gov sec. Weighted Average Yield	0.0424%	0.02%	

Hidalgo County Regional Mobility Authority
HOLDINGS BY INVESTMENTS
QUARTERLY INVESTMENT REPORT
Quarter Ending September 30, 2021

<u>Type of Investment</u>	<u>Beginning Cost</u>	<u>Interest</u>	<u>Interfund Transfers</u>	<u>Disbursements</u>	<u>Ending Cost</u>	<u>Market Value</u>
Local Govt. Investment Pool:						
Logic-Debt Service Jr. Lien: 7731494002	\$ 6,663,516	\$ 713	\$ -	\$ -	\$ 6,664,229	6,664,649
Logic-Contingency: 2731494001	2,747,597	331	630,000	-	3,377,928	3,378,141
Logic-2020 Project: 7731494004	<u>5,591,674</u>	<u>598</u>	<u>-</u>	<u>(323,998)</u>	<u>5,268,273</u>	<u>5,268,605</u>
Total Local Govt Investment Pool	<u>\$ 15,002,787</u>	<u>\$ 1,642</u>	<u>\$ 630,000</u>	<u>\$ (323,998)</u>	<u>\$ 15,310,430</u>	<u>\$ 15,311,395</u>
Government Securities:						
(Federated Govt Obligations):						
Disbursement Account: 106912-006	46,127	4	230,000	(254,460)	21,671	21,671
Debt Service Fund 2020: 143255-001	608,423	28	617,524	-	1,225,975	1,225,975
Debt Service Fund: 106912-001	<u>777,259</u>	<u>55</u>	<u>374,110</u>	<u>-</u>	<u>1,151,424</u>	<u>1,151,424</u>
Total Government Securities	<u>\$ 1,431,810</u>	<u>\$ 87</u>	<u>\$ 1,221,633</u>	<u>\$ (254,460)</u>	<u>\$ 2,399,070</u>	<u>\$ 2,399,070</u>
Combined Totals	<u>\$ 16,434,596</u>	<u>\$ 1,729</u>	<u>\$ 1,851,633</u>	<u>\$ (578,459)</u>	<u>\$ 17,709,500</u>	<u>\$ 17,710,465</u>

**Hidalgo County Regional Mobility Authority
Wilmington Trust Investments Detail Activity
Quarter Ending September 30, 2021**

		Debt Service Account #106912-001				Ending
		Income				Balance
Debt Svc.:	Opening balance:	Interest	Contributions	Interfund Transfers	Disb.	
July	777,258.40	15.43	-	124,703.24	-	901,977.07
August	901,977.07	18.54	-	124,703.24	-	1,026,698.85
September	1,026,698.85	21.18	-	124,703.24	-	1,151,423.27
		<u>55.15</u>	<u>-</u>	<u>374,109.72</u>	<u>-</u>	

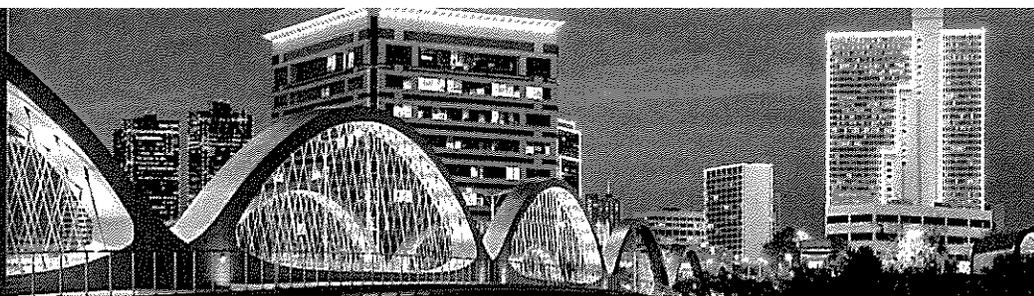
		Debt Service Account #143255-001 2020 DS Fund				Ending
		Income				Balance
Debt Svc.:	Opening balance:	Interest	Contributions	Interfund Transfers	Disb.	
July	608,423.72	11.62	-	205,841.20	-	814,276.54
August	814,276.54	16.24	-	205,841.20	-	1,020,133.98
September	1,020,133.98	-	-	205,841.20	-	1,225,975.18
		<u>27.86</u>	<u>-</u>	<u>617,523.60</u>	<u>-</u>	

		Debt Service Account-Logic # 7731494002				Ending
		Income				Balance
Debt Svc-SIB:	Opening balance:	Interest	Contributions	Interfund Transfers	Disb.	
July	6,663,515.58	293.24	-	-	-	6,663,808.82
August	6,663,808.82	220.18	-	-	-	6,664,029.00
September	6,664,029.00	199.54	-	-	-	6,664,228.54
		<u>712.96</u>	<u>-</u>	<u>-</u>	<u>-</u>	

		Hidalgo Co RMA Account #7731494004 2020 Project (Logic)				Ending
		Income				Balance
Project:	Opening balance:	Interest	Contributions	Interfund Transfers	Disb.	
July	5,591,673.66	246.05	-	-	-	5,591,919.71
August	5,591,919.71	184.78	-	-	(655.55)	5,591,448.94
September	5,591,448.94	167.07	-	-	(323,342.67)	5,268,273.34
		<u>597.90</u>	<u>-</u>	<u>-</u>	<u>(323,998.22)</u>	

		Disb. Account #106912-006				Ending
		Income				Balance
Disbursement:	Opening balance:	Interest	Contributions	Interfund Transfers	Disb.	
July	46,127.38	1.29	-	40,000.00	(60,170.91)	25,957.76
August	25,957.76	0.95	-	150,000.00	(102,551.95)	73,406.76
September	73,406.76	2.20	-	40,000.00	(91,737.56)	21,671.40
		<u>4.44</u>	<u>-</u>	<u>230,000.00</u>	<u>(254,460.42)</u>	

★
LOGIC
 MONTHLY
 NEWSLETTER
 SEPTEMBER
 2021



PERFORMANCE

As of September 30, 2021

September Averages

Current Invested Balance	\$ 7,714,285,206.63	Average Invested Balance	\$ 7,920,592,991.40
Weighted Average Maturity (1)	59 Days	Average Monthly Yield, on a simple basis	0.0364%
Weighted Average Life (2)	89 Days	Average Weighted Maturity (1)	55 Days
Net Asset Value	1.000063	Average Weighted Life (2)	84 Days
Total Number of Participants	638		
Management Fee on Invested Balance	0.0975%*	Definition of Weighted Average Maturity (1) & (2)	
Interest Distributed	\$ 871,878.19	(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instruction to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.	
Management Fee Collected	\$ 634,724.67	(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.	
% of Portfolio Invested Beyond 1 Year	0.00%		
Standard & Poor's Current Rating	AAAm		

Rates reflect historical information and are not an indication of future performance.

NEW PARTICIPANTS

We would like to welcome the following entities who joined the LOGIC program in September:

* Town of Little Elm

HOLIDAY REMINDER

In observance of the **Veterans Day holiday**, LOGIC will be closed **Thursday, November 11, 2021**. All ACH transactions initiated on Wednesday, November 10th will settle on Friday, November 12th.

In observance of the **Thanksgiving Day holiday**, LOGIC will be closed **Thursday, November 25, 2021**. All ACH transactions initiated on Wednesday, November 24th will settle Friday, November 26th. Notification of any early transaction deadlines on the day preceding or following this holiday will be sent out by email to the primary contact on file for all LOGIC participants.

ECONOMIC COMMENTARY

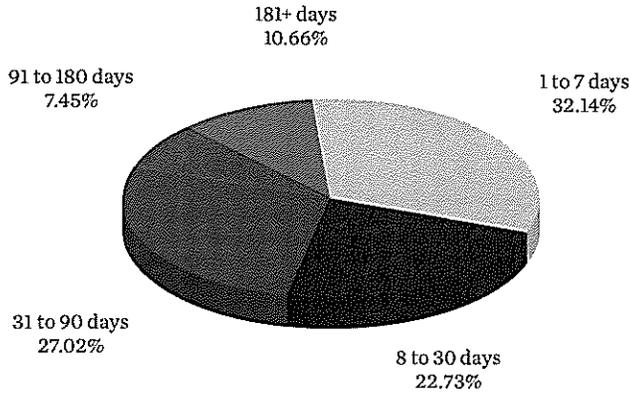
Market review

The end of September brought new worries to the market, with rising concerns relating to uncertainty about U.S. fiscal policy, perceived Federal Reserve (Fed) hawkishness, high energy prices and the impact of tightness in global supply chains' impact on future U.S. and global growth. We saw a meaningful deceleration in the pace of economic activity during the third quarter, with consumption hit by the spread of the delta variant and higher rates of inflation. On top of all of this, the Fed released a new set of economic and interest rate forecasts as growth has disappointed and inflation has run hot. Treasury yields rose sharply out the curve with the 10-year yield ending September up almost 18 basis points (bps) at 1.49%. As we approached month-end, the political drama in Washington took front and center stage. While Congress avoided a government shutdown, the debt ceiling issue remains unresolved as does the bipartisan infrastructure bill and the Build Back Better Plan. The expiration of the two-year suspension of the U.S. debt limit (debt ceiling) occurred on July 1, 2021. Since then, the U.S. Treasury has utilized a combination of "extraordinary measures" and cash on hand to borrow normally and meet payment obligations. While the precise timing of the "x-date", when the Treasury will exhaust its available cash and borrowing capacity, is still murky, Treasury secretary Janet Yellen stated that it could run out of cash around October 18th.

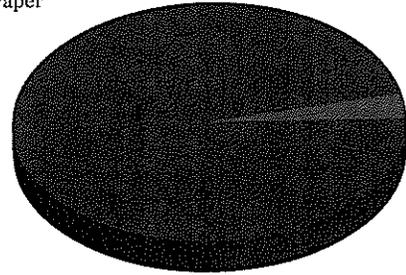
(continued page 4)

INFORMATION AT A GLANCE

PORTFOLIO BY TYPE OF INVESTMENT AS OF SEPTEMBER 30, 2021

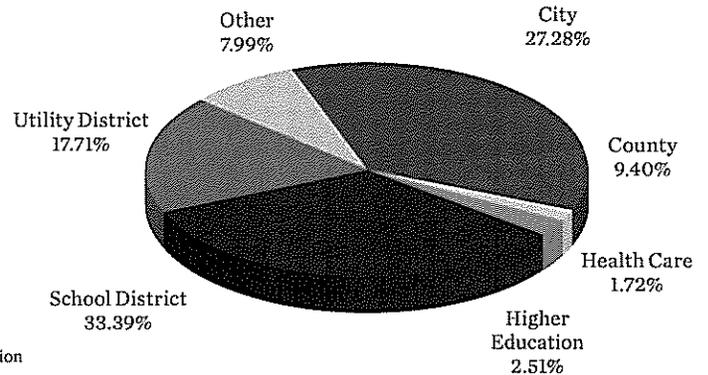


Commercial Paper
96.66%



Repurchase Agreements
3.34%

PORTFOLIO BY MATURITY AS OF SEPTEMBER 30, 2021 (1)



DISTRIBUTION OF PARTICIPANTS BY TYPE AS OF SEPTEMBER 30, 2021

(1) Portfolio by Maturity is calculated using WAM (1) definition for stated maturity. See page 1 for definition

HISTORICAL PROGRAM INFORMATION

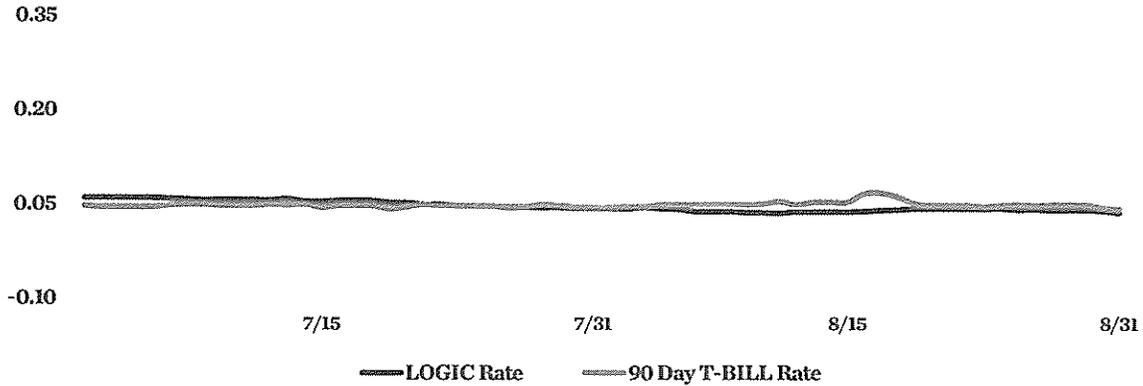
MONTH	AVERAGE RATE	BOOK VALUE	MARKET VALUE	NET ASSET VALUE	WAM (1)	WAL (2)	NUMBER OF PARTICIPANTS
Sep 21	0.0364%	\$7,714,285,206.63	\$7,714,772,100.29	1.000063	55	84	638
Aug 21	0.0389%	7,988,170,930.55	7,988,635,509.33	1.000058	57	78	637
Jul 21	0.0518%	8,486,193,640.40	8,486,669,984.38	1.000052	56	70	634
Jun 21	0.0588%	8,138,541,079.97	8,139,200,825.94	1.000081	53	68	634
May 21	0.0756%	8,319,276,029.47	8,320,047,319.98	1.000092	55	72	633
Apr 21	0.0851%	8,622,615,270.40	8,623,393,682.38	1.000082	56	77	632
Mar 21	0.0964%	9,125,381,719.33	9,126,326,472.17	1.000103	55	77	632
Feb 21	0.1007%	9,460,972,953.48	9,462,118,206.95	1.000121	54	73	630
Jan 21	0.1289%	9,748,281,870.13	9,749,479,482.18	1.000122	55	69	629
Dec 20	0.1504%	8,800,157,115.22	8,801,045,117.51	1.000085	55	73	628
Nov 20	0.1592%	8,300,050,788.61	8,301,195,374.16	1.000137	53	74	626
Oct 20	0.1890%	7,959,523,563.85	7,961,188,256.84	1.000203	56	82	624

PORTFOLIO ASSET SUMMARY AS OF SEPTEMBER 30, 2021

	BOOK VALUE	MARKET VALUE
Uninvested Balance	\$ (5,886.73)	\$ (5,886.73)
Accrual of Interest Income	215,040.89	215,040.89
Interest and Management Fees Payable	(921,810.72)	(921,810.72)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreement	257,706,999.98	257,706,999.98
Commercial Paper	7,457,290,863.21	7,457,777,756.87
Government Securities	0.00	0.00
TOTAL	\$ 7,714,285,206.63	\$ 7,714,772,100.29

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of LOGIC. The only source of payment to the Participants are the assets of LOGIC. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact LOGIC Participant Services.

LOGIC VERSUS 90-DAY TREASURY BILL



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The LOGIC management fee may be waived in full or in part at the discretion of the LOGIC co-administrators and the LOGIC rate for the period shown reflects waiver of fees. This table represents historical investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment of \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the LOGIC pool to the T-Bill Yield, you should know that the LOGIC pool consists of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-Day T-Bill. The LOGIC yield is calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940 as promulgated from time to time by the federal Securities and Exchange Commission.

DAILY SUMMARY FOR SEPTEMBER 2021

DATE	MNY MKT FUND EQUIV. [SEC Std.]	DAILY ALLOCATION FACTOR	INVESTED BALANCE	MARKET VALUE PER SHARE	WAM DAYS (1)	WAL DAYS (2)
9/1/2021	0.0410%	0.000001122	\$7,859,952,927.69	1.000059	55	87
9/2/2021	0.0373%	0.000001022	\$7,930,508,444.84	1.000057	56	85
9/3/2021	0.0361%	0.000000990	\$7,936,126,130.08	1.000050	53	82
9/4/2021	0.0361%	0.000000990	\$7,936,126,130.08	1.000050	53	82
9/5/2021	0.0361%	0.000000990	\$7,936,126,130.08	1.000050	53	82
9/6/2021	0.0361%	0.000000990	\$7,936,126,130.08	1.000050	53	82
9/7/2021	0.0361%	0.000000988	\$7,945,240,330.00	1.000058	53	81
9/8/2021	0.0355%	0.000000972	\$7,938,190,500.50	1.000058	52	81
9/9/2021	0.0344%	0.000000942	\$7,935,565,145.91	1.000057	51	80
9/10/2021	0.0345%	0.000000945	\$7,891,366,358.15	1.000054	50	78
9/11/2021	0.0345%	0.000000945	\$7,891,366,358.15	1.000054	50	78
9/12/2021	0.0345%	0.000000945	\$7,891,366,358.15	1.000054	50	78
9/13/2021	0.0335%	0.000000917	\$7,924,739,490.59	1.000058	50	77
9/14/2021	0.0347%	0.000000951	\$7,930,834,510.24	1.000059	53	80
9/15/2021	0.0353%	0.000000968	\$7,870,413,894.42	1.000060	55	81
9/16/2021	0.0357%	0.000000978	\$7,957,997,077.32	1.000060	59	88
9/17/2021	0.0387%	0.000001061	\$7,960,887,797.33	1.000054	57	87
9/18/2021	0.0387%	0.000001061	\$7,960,887,797.33	1.000054	57	87
9/19/2021	0.0387%	0.000001061	\$7,960,887,797.33	1.000054	57	87
9/20/2021	0.0370%	0.000001013	\$7,930,679,559.89	1.000062	57	86
9/21/2021	0.0383%	0.000001050	\$7,857,239,365.38	1.000062	58	88
9/22/2021	0.0370%	0.000001014	\$7,890,273,886.75	1.000062	59	89
9/23/2021	0.0361%	0.000000988	\$7,872,822,458.80	1.000063	58	88
9/24/2021	0.0349%	0.000000957	\$8,033,772,323.69	1.000055	54	83
9/25/2021	0.0349%	0.000000957	\$8,033,772,323.69	1.000055	54	83
9/26/2021	0.0349%	0.000000957	\$8,033,772,323.69	1.000055	54	83
9/27/2021	0.0383%	0.000001048	\$8,003,249,024.78	1.000061	60	89
9/28/2021	0.0394%	0.000001080	\$7,845,023,219.71	1.000062	60	90
9/29/2021	0.0377%	0.000001032	\$7,808,190,740.59	1.000062	59	90
9/30/2021	0.0368%	0.000001007	\$7,714,285,206.63	1.000063	59	89
Average	0.0364%	0.000000998	\$7,920,592,991.40		55	84



ECONOMIC COMMENTARY (cont.)

The probability of a technical default (delayed payment of principal or interest) by the U.S. Treasury is extremely low, but the legislative process to raise or re-suspend the debt limit has not and will not be swift. While Senate Republicans have expressed an unwillingness to budge on the issue, Senate Democrats have the ability to pass a resolution through budget reconciliation. As such, Democrats may be able to process a debt ceiling suspension without Republican votes, but the timing will be tight. Nevertheless, having learned from past debt ceiling crises, we find it unlikely that Congress will not reach a solution in time, especially given the severity of the situation. Meanwhile, economic data was mixed. Revised 2Q21 real GDP grew at a 6.7% quarter over quarter (q/q) seasonally adjusted annual rate. Increases were broad based and were partly offset by decreases in inventories, residential fixed investment and government spending. Real output has now surpassed its previous peak in 4Q19. Recently, however, consumer spending has slowed down. After posting more than 11% annualized growth in the first two quarters of this year, consumption may have grown by as little as 2% in the third quarter, as the delta variant slowed the services rebound and a chronic shortage of inventories slammed light-vehicle sales. The September PMIs pointed to a slowing pace of economic expansion, although more concentrated in services than manufacturing. The ISM manufacturing PMI strengthened more than expected to 61.1, from 59.9 in August. Consumer confidence in September as measured by the Conference Board declined from 115.2 to 109.3 – the lowest level since March. Both present and expected conditions also declined. Hiring momentum in August slowed sharply as the delta variant curbed in-person consumer activity and businesses continued to grapple with chronic labor shortages. However, despite the slowdown in hiring, robust wage growth suggests the weakness is primarily supply-side driven, with wages spiking +0/6% month over month (m/m) and 4.3% year over year (y/y). This was further corroborated by the July JOLTS report, which showed a record 10.93M job openings.

Inflation has now well surpassed the Fed's 2% target, as the headline PCE price index rose +0.4% m/m and +4.3% y/y in August. The core PCE deflator also rose to +0.3% m/m and +3.6% y/y, with the latter slightly above market expectations. The August CPI report showed inflation moderated across a few major categories that have been most impacted by supply shortages and pent-up consumer demand, such as used cars, airlines and hotels. Headline CPI for August rose +0.3% m/m, from 0.5% in July, and +5.3% y/y, while consumer prices excluding food and energy rose +0.1% m/m and +4.0% y/y. At its September Federal Open Market Committee (FOMC) meeting, the Fed delivered a slightly hawkish message to markets on its policy outlook, recognizing slower economic progress due to the delta variant, but also robust improvement in the labor market recovery and somewhat stickier inflation than it previously assumed. In the FOMC's Summary of Economic Projections, growth estimates were downgraded from 7.0% to 5.9% for 2021, but increased for 2022 and 2023. The FOMC also increased its unemployment estimate to 4.8% for 2021 and PCE inflation to 4.2% for 2021 and 2.2% for 2022. Notably, the Fed signaled that tapering could "soon be warranted," raising the likelihood of a November announcement, with the program ending in mid-2022. With regards to interest rates, the "dot plot" now implies a half-hike in 2022, three rate hikes in 2023 and another three in 2024, although two of the members that were likely in favor of hiking rates in 2022 have retired since the meeting. The higher dots were driven by higher inflation forecasts as Fed Chair Jerome Powell stated that the "substantial further progress" threshold, from an inflation perspective, has been achieved. While the labor market mandate has not yet been met, the labor market has recovered more than 75% of the jobs lost during the depths of the pandemic and Powell remained optimistic on the potential for jobs growth. Despite the volatility in the longer part of the Treasury curve, Treasury bill yields remained relatively unchanged. The three-month Treasury bill yield ended the month at 0.03%, down less than 1 bp on the month; and the 12-month Treasury bill yield ended at 0.07%, up less than 1 bp.

Outlook

The road to pandemic recovery has been bumpier than expected, with the delta variant and severe supply shortages cutting into consumer and business spending. However, we expect growth to reaccelerate late this year as reopening resumes and companies try to rebuild inventories. As we move into 2022, the economy should have fully recovered from the pandemic. Then, looking forward, a shortage of workers and much less fiscal and monetary stimulus should slow economic growth to its long-term trend of roughly 2% by the end of next year. There is little doubt that the supply-side constraints and spread of the delta variant have slowed U.S. GDP growth. The delta variant health care challenges have proven to be more material than originally hoped. We modestly lowered our 2021 forecast to 6% while forecasting a still buoyant 2022 outlook at 4.5%. This is still well in excess of the economy's long-term potential.

HilltopSecurities
A Hilltop Holdings Company.



J.P.Morgan
Asset Management



ECONOMIC COMMENTARY (cont.)

We acknowledged that even with the infrastructure and reconciliation bills in the pipeline, U.S. fiscal policy will be materially less supportive in 2022. Consequently, the consumer must be ready to take the baton from the fiscal handoff. Our look at accumulated savings over the pandemic and current savings rates gives us confidence that the consumer is in a healthy position to do so. While supply disruptions are pushing inflation higher for longer than expected, we expect them to eventually fade. More persistent inflationary pressures are building up, with anecdotal evidence from companies suggesting cost pressures have been passed through to the consumer, thus protecting corporate margins. Labor shortages and the potential for durable wage increases present more upside risks: The Beveridge curve (job openings vs. the unemployment rate) reflects a challenging and potentially more persistent mismatch for employers looking to hire in record numbers but seemingly unable to do so. This context represents a novel challenge for the Fed in its path toward policy normalization. The Fed has already well telegraphed its intention to start tapering its large-scale asset purchases. Details are expected to be announced in November, with the taper starting in December or January. Consensus is that the Fed will reduce Treasuries by \$10 billion/month and mortgages by \$5 billion/month, resulting in a full exit from the \$120 billion/month quantitative easing program within eight months. This will be followed by a hiking cycle. The Fed is likely to begin its first rate hike in late 2022 or early 2023.

LOGIC BOARD MEMBERS

Sandy Newby	Tarrant Regional Water District	Governing Board President
Greg Jordan	City of Grapevine	Governing Board Vice President
Erik Felthous	North Texas Municipal Water District	Governing Board Treasurer
Cindy Demers	North Texas Tollway Authority	Governing Board Asst Treasurer
Darla Moss	Arlington ISD	Governing Board Secretary
Rene Barajas	Northside ISD	Advisory Board Member
Eric Cannon	Qualified Non-Participant	Advisory Board Member

The material provided to LOGIC from J.P. Morgan Asset Management, Inc., the investment manager of the LOGIC pool, is for informational and educational purposes only, as of the date of writing and may change at any time based on market or other conditions and may not come to pass. While we believe the information presented is reliable, we cannot guarantee its accuracy. HilltopSecurities is a wholly owned subsidiary of Hilltop Holdings, Inc. (NYSE: HTH) located at 717 N. Hardwood Street, Suite 3400, Dallas, TX 75201, (214) 859-1800. Member NYSE/FINRA/SIPC. Past performance is no guarantee of future results. Investment Management Services are offered through J.P. Morgan Asset Management Inc. and/or its affiliates. Marketing and Enrollment duties are offered through HilltopSecurities and/or its affiliates. HilltopSecurities and J.P. Morgan Asset Management Inc. are separate entities.

This Page
Intentionally
Left Blank

Item 3A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3A </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 10/14/2021 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 10/26/2021 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2021-40 – APPROVAL OF AWARD OF CONTRACT WITH RABA KISTNER , INC. FOR CONSTRUCTION MATERIAL TESTING SERVICES FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.**

2. Nature of Request: (Brief Overview) Attachments: X Yes No
Approval of award contract for CMT Services to RABA Kistner, Inc.

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 2021-40 - Approval of award of contract with RABA Kistner, Inc. for Construction Material Testing Services for the Hidalgo County Regional Mobility Authority, as presented.**

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

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

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

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

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

10. Chief Development Engineer’s Recommendation: Approved Disapproved X None

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

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



Memorandum

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

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

Date: October 19, 2021

Subject: RESOLUTION 2021-40 APPROVAL OF AWARD OF CONTRACT WITH RABA KISTNER, INC. FOR CONSTRUCTION MATERIAL TESTING SERVICES FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

GOAL

Approval and authorization to enter into contract for 2020-2021 Construction Material Testing Services with Raba Kistner, Inc.

HISTORY

October 27, 2020 the HCRMA Board authorized the Executive Director to enter into negotiations with each of the, ranked firms and further approach Board with recommended award and distribution of work in accordance to acceptable terms and conditions of assignments.

Raba Kistner, Inc. have agreed to provide construction materials testing to assure the materials incorporated into 6.38 miles of Segment 1 [From Anzalduas Highway east to McColl Road] on Phase II of 365Toll highway construction project are subject to verification sampling and testing when required and meet project plans and specifications; and administering the HCRMA Quality Monitoring and Quality Assurance Program.

RECOMMENDATION

Staff recommends award of contract in the amount of \$2,953,477.12 for an “indefinite delivery/indefinite quantity [IDIQ]” set of rates for a proposed three (3) year fixed period of time, during that period of time the Engineer will be responsible for an unlimited number of separate projects, or additional work on a current project to be issued on an individual work order basis.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-40

**APPROVAL OF AWARD OF CONTRACT WITH RABA KISTNER, INC. FOR
CONSTRUCTION MATERIAL TESTING SERVICES FOR THE HIDALGO
COUNTY REGIONAL MOBILITY AUTHORITY**

THIS RESOLUTION is adopted this 26th day of October, 2021, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on February 19, 2014, the Authority issued a solicitation for Statements of Qualification for Construction Material Testing Services for the Authority (the “Solicitation”); and

WHEREAS, on March 21, 2014 the Authority received responses to the Solicitation; and

WHEREAS, on April 23, 2014, Resolution 2014-38 authorized Authority staff to negotiate and enter into agreements with the top three scored firms (Raba Kistner Consultants Inc., L&G Laboratories and Terracon Consultants, Inc.) for Construction Material Testing Services (the “Services”); and

WHEREAS, on July 24, 2018, Resolution 2018-45 authorized Authority staff to procure one additional lab to provide additional Services; and

WHEREAS, on July 29, 2018, the Authority published a second Solicitation; and received three (3) responses, of which only one was deemed responsive;

WHEREAS, on September 25, 2018, the Authority authorized staff to negotiate contract terms for the Services to PaveTex Engineering LLC, dba PAVETEX, the sole responsive firm that met the professional services criteria set forth in the Solicitation;

WHEREAS, on August 21, 2020, the Authority received five (5) sealed statements of qualification packets. An internal committee of three HCRMA staff engineers ranked and reviewed; the Authority determined it necessary to negotiate contract terms to enter into negotiations with each of the ranked firms and further approach Board with recommended award and distribution of work in accordance to acceptable terms and conditions of assignments; and

WHEREAS on October 27, 2020, the Authority approved Resolution 2020-28 Approval to enter into negotiations with each of the short-listed firms for Construction Material Testing for the Hidalgo County Regional Mobility Authority and further approach Board with recommended award and distribution of work in accordance to acceptable terms and conditions of assignments; and

WHEREAS the Authority finds it necessary to approve Resolution 2021-40 Approval of Award of Contract by and between the Raba Kistner, Inc., and the Hidalgo County Regional Mobility Authority for Construction Material Testing 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 Award of Contract by and between Raba Kistner, Inc. and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services in the amount of \$2,953,477.12, hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute the Professional Service Agreement for Construction Material Testing with Raba Kistner, Inc., as approved by the Board.

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 26th day of October 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Main
Professional Service
Agreement with
Raba Kistner, Inc.
For
Construction Material Testing Services

STATE OF TEXAS §
COUNTY OF HIDALGO

§

**PROFESSIONAL SERVICES AGREEMENT FOR
ENGINEERING / DESIGN SERVICES**

THIS CONTRACT FOR ENGINEERING SERVICES is made by and between the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter the “Authority”) and Raba Kistner, Inc. (herein after the “Engineer”), having its principal business address at 12821 W. Golden Lane San Antonio, Texas 78249 for the purpose of contracting for engineering services (hereinafter the “Agreement”).

WITNESSETH

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

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

WHEREAS, pursuant to the Procurement and the Authority Board of Director’s (the Board’s) ranking of respondents thereto, the Board finds it to be in the best interest of the Authority to engage the Engineer to provide verification sampling and testing services as required by the 2019 TxDOT Guide Schedule of Sampling & Testing for Design Bid-Build Projects and adopted Quality Assurance Program (QAP) to assure that materials and workmanship incorporated into highway construction projects are in reasonable conformity with the requirements of the approved plans and specifications, including any approved changes as required for the development of the Project, as approved by the Authority to wit: the **{ PROVIDE CONSTRUCTION MATERIALS TESTING TO ASSURE THE MATERIALS INCORPORATED INTO 6.38 MILES OF SEGMENT 2 [FROM ANZALDUAS HIGHWAY EAST TO MCCOLL ROAD] ON PHASE II OF 365 TOLL HIGHWAY CONSTRUCTION PROJECT ARE SUBJECT TO VERIFICATION SAMPLING AND TESTING WHEN REQUIRED AND MEET PROJECT PLANS AND SPECIFICATIONS; AND ADMINISTERING QUALITY MONITORING AND QUALITY ASSURANCE PROGRAM.**

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

AGREEMENT

ARTICLE I
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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

1.2 The Authority and the Engineer will furnish items and perform those services for fulfillment of the Agreement as identified in Attachment B, Services to be provided by the Authority and Attachment C, Services to be provided by the Engineer. All services provided by the Engineer will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers.

ARTICLE II
AGREEMENT PERIOD

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 13, 2025 unless the Agreement period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Section 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Section 14, Termination. Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

ARTICLE III
COMPENSATION

3.1 **Maximum Amount Payable.** The maximum amount payable under this contract is \$2,953,477.12 unless modified (1) modified written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements or (2) modified through a work authorization as set forth in Article V, provided that such work authorizations is adopted by Board action.

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

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

3.4 **Engineer Payment of Subproviders.** No later than ten (10) days after receiving payment from the Authority, the Engineer shall pay all subproviders for work performed under a subcontract authorized hereunder. The Authority may withhold all payments that have or may become due if the Engineer fails to comply with the ten-day payment requirement. The Authority may also suspend the work under this Agreement

or any work authorization until subproviders are paid. This requirement also applies to all lower tier subproviders, and this provision must be incorporated into all subcontracts related to the project.

ARTICLE IV PAYMENT REQUIREMENTS

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

4.2 **Billing Statement.** The billing statement shall show the work authorization number for each work authorization included in the billing, the total amount earned to the date of submission, and the amount due and payable as of the date of the current billing statement for each work authorization. The billing statement shall indicate if the work has been completed or if the billing is for partial completion of the work. The lump sum fee will be paid in proportion to the percentage of work completed per work authorization.

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

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

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

4.6 **Required Reports.**

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

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

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

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

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

4.9 **Audit.** The Authority auditor may conduct an audit or investigation of any entity receiving funds from the Authority directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the Authority's right or the Authority's auditor right, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the Authority auditor with access to any information the Authority auditor considers relevant to the investigation or audit.

**ARTICLE V
WORK AUTHORIZATIONS**

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

**ARTICLE VI
SIGNATORY WARRANTY**

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

**ARTICLE VII
NOTICES**

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

Engineer: Raba Kistner, Inc. 12821 W. Golden Lane San Antonio, Texas 78249 Attn: Chris L. Schultz, President / CEO	Authority: Hidalgo County Regional Mobility Authority (HCRMA) 203 W. Newcombe Ave./PO BOX 1766 Pharr, Texas 78577 Attn: Pilar Rodriguez, P.E., Executive Director
---	--

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

ARTICLE VIII

INCORPORATION OF PROVISIONS

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

SIGNATORIES

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

AUTHORITY

ENGINEER

By: _____

By: _____

Name: Pilar Rodriguez

Name: Chris L. Schultz

Title: Executive Director

Title: President Raba

Hidalgo County Regional Mobility Authority

Kistner, Inc.

Date: _____

Date: _____

:

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

Attachments	Title
A	General Provisions
B	Services to Be Provided by the Authority
C	Services to Be Provided by the Engineer
D	Work Authorization Forms
D-1	Work Authorization Form for Agreement for Engineering Services
D-2	Supplemental Work Authorization Form
E	Fee Schedule
E-1	Final Cost Proposal Form
E-2	Rate Sheets
E-3	Maximum Amount Payable
F	Work Schedule
G	Contract Deliverables/Computer Graphics Files for Document and Information Exchange, if applicable
H	DBE Participation
H-MOU	Memorandum of Understanding
H-Instructions	Instructions As per 49CFR 26.21
H-FG	Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts – See Attachment H Instructions
H-FN	Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts – See Attachment H Instructions
H-SG	Historically Underutilized Business (HUB) Requirements for County Funded Professional or Technical Services Contracts – County of Texas HUB. Subcontracting plan required – See Attachment H Instructions
H-SN	Historically Underutilized Business (HUB) Requirements for County Funded Professional or Technical Services Contracts – No County of Texas HUB
H-1	Subprovider Monitoring System Commitment Worksheet
H-2	Subprovider Monitoring System Commitment Agreement
H-3	Monthly Progress Assessment Report
H-4	Subprovider Monitoring System Final Report
H-5	Federal Subproviders and Supplier Information
H-6	HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report
H-7	DBE Certifications
I	Certificate of Insurance
J	Conflicts of Certification
K	Debarment Certification
L	2019 Quality Assurance Program for Design Bid Build Projects
M	2019 Guide Schedule of Sampling & Testing for Design Bid-Build Projects

**ATTACHMENT A
GENERAL PROVISIONS**

INDEX TO PROVISIONS

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

ATTACHMENT A GENERAL PROVISIONS

SECTION 1. WORK AUTHORIZATIONS

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

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

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

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

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

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

ATTACHMENT A GENERAL PROVISIONS

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

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

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

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

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

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

SECTION 2. PROGRESS

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

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

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

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

ATTACHMENT A GENERAL PROVISIONS

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

E. Corrective Action. Should the Authority determine that the progress of work does not satisfy the milestone schedule set forth in a work authorization, the Authority shall review the work schedule with the Engineer to determine the nature of corrective action needed.

SECTION 3. SUSPENSION OF WORK AUTHORIZATION

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

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

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

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

SECTION 4. ADDITIONAL WORK

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

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

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

ATTACHMENT A GENERAL PROVISIONS

SECTION 5. CHANGES IN WORK

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

B. Work Does Not Comply with the Agreement. If the Engineer submits work that does not comply with the terms of this Agreement, the Authority shall instruct the Engineer to make such revision as is necessary to bring the work into compliance with this Agreement. No additional compensation shall be paid for this work.

C. Errors/Omissions. The Engineer shall make revisions to the work authorized in this Agreement which are necessary to correct errors or omissions appearing therein, when required to do so by the Authority. No additional compensation shall be paid for this work.

SECTION 6. SUPPLEMENTAL AGREEMENTS

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

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

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

SECTION 7. OWNERSHIP OF DATA

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

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

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

ATTACHMENT A GENERAL PROVISIONS

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

SECTION 8. PUBLIC INFORMATION AND CONFIDENTIALITY

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

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

SECTION 9. PERSONNEL, EQUIPMENT AND MATERIAL

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

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

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

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

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

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

ATTACHMENT A GENERAL PROVISIONS

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

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

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

SECTION 10. SUBCONTRACTING

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

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

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

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

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

SECTION 11. INSPECTION OF WORK

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

**ATTACHMENT A
GENERAL PROVISIONS**

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

SECTION 12. SUBMISSION OF REPORTS

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

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

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

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

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

SECTION 14. TERMINATION

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

1. By mutual agreement and consent, in writing from both parties.
2. By the Authority by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
4. By the Authority for reasons of its own, not subject to the mutual consent of the Engineer, by giving ten business days notice of termination in writing to the Engineer.
5. By the Authority, if the Engineer violates the provisions of Attachment A, General Provisions Section 21, Gratuities.
6. By satisfactory completion of all services and obligations described herein.

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

C. Value of Completed Work. If the Engineer defaults in the performance of this Agreement or if the Authority terminates this Agreement for fault on the part of the Engineer, the Authority will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in Attachment E, Fee Schedule) by the Engineer in performing the work to the date of default;

ATTACHMENT A GENERAL PROVISIONS

(2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the Authority; (4) the cost to the Authority of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; and (6) other factors which affect the value to the Authority of the work performed.

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

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

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

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

SECTION 15. COMPLIANCE WITH LAWS

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

SECTION 16. INDEMNIFICATION

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

ATTACHMENT A GENERAL PROVISIONS

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

SECTION 17. ENGINEER'S RESPONSIBILITY

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

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

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

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

SECTION 18. NONCOLLUSION

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

B. Liability. For breach or violation of this warranty, the Authority shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION 19. INSURANCE

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

1. Workers' Compensation, endorsed with a waiver of subrogation in favor of the Authority in the amount of statutory obligations imposed under the Texas Workers' Compensation Law.

ATTACHMENT A GENERAL PROVISIONS

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

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

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

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

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

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

SECTION 20. GRATUITIES

Employees of the Authority shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the Authority under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Authority. Any person doing business with or who may reasonably speaking do business with the Authority under this Agreement may not make any offer of benefits, gifts or favors to departmental employees, except as mentioned herein above. Failure on the part of the Engineer to adhere to this policy may result in the termination of this Agreement.

**ATTACHMENT A
GENERAL PROVISIONS**

SECTION 21. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS

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

SECTION 22. MAINTENANCE, RETENTION AND AUDIT OF RECORDS

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

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

SECTION 23. CIVIL RIGHTS COMPLIANCE

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

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible."

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

(3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a

ATTACHMENT A GENERAL PROVISIONS

subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

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

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

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

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

SECTION 24. PATENT RIGHTS

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

SECTION 25. COMPUTER GRAPHICS FILES

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

SECTION 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Engineer certifies that the individual or business entity named in this Agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Engineer is liable to the Authority for attorney's fees, the cost necessary to complete this Agreement, including the cost of advertising and awarding a second

ATTACHMENT A GENERAL PROVISIONS

Agreement, and any other damages provided by law or this Agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

SECTION 27. DISPUTES

A. Disputes Not Related to Agreement Services. The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer in support of the services authorized herein.

B. Disputes Concerning Work or Cost. Any dispute concerning the work hereunder or additional costs, or any non-procurement issues shall be settled by mediation and if mediation is unsuccessful then parties go to trial under Texas State law.

SECTION 28. SUCCESSORS AND ASSIGNS

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

SECTION 29. SEVERABILITY

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

SECTION 30. PRIOR AGREEMENTS SUPERSEDED

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

SECTION 31. CONFLICT OF INTEREST

A. Representation by Engineer. The undersigned represents that its firm has no conflict of interest that would in any way interfere with its or its employees' performance of services for the Authority or which in any way conflicts with the interests of the Authority. The firm shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Authority's interests.

B. Certification Status. The Engineer certifies that it is not:

1. a person required to register as a lobbyist under Chapter 305, Government Code; or
2. a public relations firm other than the firms identified in the presentation to the RMA Board.

C. Environmental Disclosure. If the Engineer will prepare an environmental impact statement or an environmental assessment under this Agreement, the Engineer certifies by executing this Agreement that it has no financial or other interest in the outcome of the project on which the environmental impact statement or

**ATTACHMENT A
GENERAL PROVISIONS**

environmental assessment is prepared.

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

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

SECTION 33. CERTIFICATIONS

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

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

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

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

D. If the Project is a federal aid project, Engineer is required to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), which prohibit the use under non-exempt federal contract, grants, or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the USEPA Assistant Administrator of Enforcement.

E. If the value of this Agreement is anticipated to be at least \$100,000 and Engineer (i) has at least ten (10) full time employees; and (ii) is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, then Engineer hereby verifies that Engineer:

**ATTACHMENT A
GENERAL PROVISIONS**

- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association (as defined in Section 2274.001(3), Texas Government Code);
- (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association (as defined in Section 2274.001(3), Texas Government Code);
- (3) does not boycott energy companies (as defined in Section 809.001, Texas Government Code);
- (4) will not boycott energy companies (as defined in Section 809.001, Texas Government Code) during the term of this Agreement;
- (5) does not boycott Israel (as defined in Section 808.001, Texas Government Code); and
- (6) will not boycott Israel (as defined in Section 808.001, Texas Government Code) during the term of this Agreement

F. Engineer is not engaged in business with Iran, Sudan, or a foreign terrorist organization and Engineer is not on a list prepared and maintained under Sections 806.051, 807.051, or 222.153, Texas Government Code.

ATTACHMENT B
SERVICES TO BE PROVIDE BY THE AUTHORITY

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

1. Authorization to begin work with issuance of Notice to Proceed [NTP].
2. Timely payment for work performed by the **Engineer** and accepted by the **AUTHORITY** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **AUTHORITY** may have on file concerning the project:
 - A. Electronic copy of project plans.
 - B. Electronic copy of contract Proposal and any Addendums per project.
 - C. Limited Access to Appia and ProjectWise.
 - D. Storm Water Pollution Prevention Plan (SW3P) information.
 - F. SW3P Coordination procedures.
 - G. Best Practices coordination procedures (Disadvantaged Business Enterprise, (Materials, General Bookkeeping).
5. Review and approve the **Engineer's** progress schedule with milestone activities and/or deliverables.
6. The **AUTHORITY** will provide the Environmental Document and electronic Constraints map for the project for development of the Environmental Permits, Issues and Commitments (EPIC) sheets and any other compliance issues.

RIGHT-OF-WAY DATA:

The **AUTHORITY** will provide the following:

1. Assist the **Engineer**, as necessary, with coordination of any utility relocations that may be required.
2. Ownership Data
 - a. Ownership Information shall be provided for the corridor width.
 - b. All utility ownership shall be provided.
3. Utility Adjustments:
AUTHORITY (TxDOT as necessary) will provide executed utility agreements to the Engineer for all required utility adjustments.
5. Survey and Stake Right-of-Way
6. Right of Entry to all affected properties located within the project limits.
7. Deliverables: Right of way Map in electronic format (PDF)

MANAGEMENT:

The **AUTHORITY** will provide the following:

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

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

APPLICABILITY:

Wherever the following terms are used in this attachment or other contract documents, the intent and meaning will be interpreted as indicated below.

ABBREVIATIONS, ABBREVIATIONS, and DEFINITIONS:

HCRMA OR AUTHORITY shall mean Hidalgo County Regional Mobility Authority

PMC (GEC) shall mean Program Management Consultant (General Engineering Consultant) (HDR Engineering Inc.)

ENGINEER shall mean Raba Kistner, Inc.

TxDOT shall mean Texas Department of Transportation

FHWA shall mean Federal Highway Administration

IBWC shall mean International Boundary and Water Commission

USFWS shall mean United States Fish & Wildlife Service

THC shall mean Texas Historical Commission

SHPO shall mean State Highway Preservation Office

USACE shall mean United States Army Corps of Engineers

GSA shall mean General Services Administration

HCMPO shall mean Hidalgo County Metropolitan Planning Organization

FAA shall mean Federal Aviation Administration

MTP shall mean Metropolitan Transportation Plan

TIP shall mean Transportation Improvement Program

MUTCD shall mean Manual of Uniform Traffic Control Devices

AASHTO shall mean American Association of State Highway and Transportation Officials

LRFD shall mean Load & Resistance Factor Design

PS&E shall mean Plans, Specifications and Estimate

ACP shall mean Asphaltic Concrete Pavement

CSJ shall mean Control Section Job (highway project designation number)

ADP shall mean Advance Project Development

AAP AASHTO Accreditation Program (AASHTO re:source and CCRL)

AASHTO American Association of State Highway Transportation Officials

ACI shall mean American Concrete Institute

AO shall mean Area Office

AQMP shall mean Aggregate Quality Monitoring Program

CAR shall mean Corrective Action Report

CCRL shall mean Concrete and Cement Reference Laboratory

CE&I shall mean Construction Engineering and Inspection

CFR shall mean Code of Federal Regulations

MTD shall mean Materials and Tests Division

CMEC shall mean Construction Materials Engineering Council

FHWA shall mean Federal Highway Administration

HMA shall mean Hot-Mix Asphalt

HMAC shall mean Hot-Mix Asphalt Center

IA shall mean Independent Assurance

L-A-B shall mean Laboratory Accreditation Bureau

MPL shall mean Material Producer List

QAP shall mean Quality Assurance Program

QAT shall mean Quality Assurance Test

QC shall mean Quality Control

SM shall mean SiteManager

TXAPA shall mean Texas Asphalt Pavement Association

TxDOT shall mean Texas Department of Transportation

**ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
PROJECT DESCRIPTION**

The services designated herein as “Services provided by the Engineer” shall include the performance of all engineering services for the following described facility:

County/HCRMA: Hidalgo County

CSJ number: 0921-02-368

Project/Description: Provide construction materials testing to assure the materials incorporated into 6.38 miles of Segment 2 [From Anzalduas Highway east to McColl Road] on Phase II of 365 Toll highway construction project are subject to verification sampling and testing when required and meet project plans and specifications; and administering Quality Monitoring and Quality Assurance Program.

:

Length: 6.38 Miles (Approx)

Highway: 365 TOLL (Segment 1)

Limits: From Anzalduas Highway east to McColl Road (See Location Map Attached)

Contract is for “indefinite delivery/indefinite quantity [IDIQ] set for a proposed three (3) year fixed period of time, during that period of time the Engineer will be responsible for an unlimited number of separate projects, or additional work on a current project to be issued on an individual work order basis.

The Engineer agency(s) must be accredited by one of the following FHWA- and TxDOT-approved accrediting bodies:

- A. AASHTO Accreditation Program (AAP);
- B. Construction Materials Engineering Council (CMEC); or
- C. Laboratory Accreditation Bureau (L-A-B)

The Engineer shall have Texas Department of Transportation or Toll Authority/Regional Mobility Authority as well U.S. Army Corps of Engineers’ construction material testing experience and is expected to work directly with the HCRMA Construction Division, namely, the Chief Construction Engineer for the Authority. The selected Engineer(s) may also perform certain tasks under the oversight of the HCRMA’s General Engineering Consultant (Currently HDR Engineering Inc.).

To avoid an appearance of a conflict of interest, any qualified Engineer agency (laboratory) shall perform only one of the following types of testing on the same project:

- A. Quality control testing;
- B. Quality acceptance testing;
- C. Owner verification testing;
- D. Independent assurance testing; or
- E. Referee testing.

The selected Engineer(s) shall have adequate experienced staff and a workload free from constraints to provide the necessary construction material testing for the HCRMA. Staff expertise is to include a Licensed Professional Engineer and certified, experienced staff proficient with TxDOT testing procedures, sampling and testing schedule, and the latest ASSHTO, ASTM and ACI testing requirements [Appendix A] performed and executed as per 2019 TxDOT Quality Assurance Program (~~DB-QAP~~ / DBB-QAP) / 2019 Guide Schedule of Sampling & Testing for Design Bid-Build Projects.

Engineer will compose and submit an annual report to the Federal Highway Administration (FHWA) summarizing the results of HCRMA's project specific systems approach program. This report identifies:

- A. Number of sampling and testing personnel evaluated by the systems approach IA testing;
- B. Number of IA evaluations found to be acceptable;
- C. Number of IA evaluations found to be unacceptable; and
- D. Summary of any significant system-wide corrective actions taken.

The Engineer will be responsible for maintaining documentation of all individuals qualified under their authority who perform required tests for acceptance of materials. A qualification summary listing all tests for which an individual is qualified will be available and printed at HCRMA's request. Documentation to be maintained for all qualified personnel includes:

- A. Copies of any certificates issued by ACI and TXAPA;
- B. Original written examinations for test procedures administered to each technician by the TxDOT qualifying authority, with clear identification of technician's name, qualifier's name, score, and date taken;
- C. Original performance examinations for test procedures administered to each technician by the TxDOT qualifying authority, with clear identification of technician's name, qualifier's name, qualification status, and date;
- D. Results of annual split/proficiency testing administered by the TxDOT qualifying authority for each technician.

Engineer shall perform Quality Control / Quality Assurance sampling and testing and comply with Laboratory Qualification Program and will be evaluated under the Independent Assurance Program, as described in the 2019 QAPDBB [Attachment L]. Quality Control test results will be validated by verification test results obtained from independently taken samples. IA personnel or their designated agents will perform Quality Assurance verification sampling and testing.

1. The Engineer shall perform all sampling and testing of components and materials in accordance with the standard specifications, and all other standard and special specifications and special provisions applicable in this agreement. Meet the minimum sampling frequencies set out in the TxDOT 2019 Guide Schedule for Sampling and Testing for Design Bid-Build Projects. The testing shall include the following materials and all the components of the materials listed. The estimated number of samples and tests are based on quantities in the executed construction contract.
2. The Engineer shall ensure the testing is completed and input into ProjectWise. NOTE: The General Contractor is responsible for Quality Control (QC) testing of Item 360, Concrete Paving. The Engineer shall be responsible for Quality Assurance (QA) testing of Item 360, Concrete Paving.
3. The Engineer shall provide certified personnel, outlined in their internal, AASHTO-approved, Quality Control (QC) Manual that are knowledgeable of all materials testing procedures. All personnel performing acceptance tests must provide certifications and must maintain the certifications throughout the project. The HCRMA reserves the right to require replacement of any technician during this contract if performance is determined to be unsatisfactory or the technician fails to maintain appropriate certifications.
4. Engineer's laboratory will be qualified by the HCRMA qualifying authority in accordance with Section 3, Laboratory Qualification Responsibility of the Texas Department of Transportation (TxDOT) Quality Assurance Program (Manual Notice: 2005-1), and be AASHTO accredited under the AASHTO Accreditation Program (AAP) throughout the life of the project. Engineer shall transmit, to the HCRMA, a copy of AAP accreditation certificate(s) upon receipt by the testing laboratory.

5. The Engineer shall provide technicians certified in accordance with TxDOT Quality Assurance Program for Construction (QAP) or other State approved programs, such as the Texas Asphalt Pavement Association (TxAPA) for Hot Mix Asphalt, and the Soils and Base Certification Program, as listed.
6. The Engineer shall provide certified technicians to perform the following tests:
 - A. Hot Mix Asphalt Testing:
 - a. Level I-A
 - b. Level I-B
 - c. Hot Mix Asphalt Testing • Level II
 - d. All other tests in the Manual of Testing Procedures 200-F Series or ASTM Procedures not covered in Level I-A, Level I-B, or Level II
 - B. Concrete Testing:
 - a. QAP Program for Concrete Testing
 - b. Other tests outlined in the Manual of Testing Procedures 400-A Series or ASTM Procedures that are not included in the QAP Program
7. The Engineer shall perform testing on the project. These tests include all tests listed in State's Guide Schedule of Sampling and Testing dated 2015. Follow the State's Guide Schedule of Sampling and Testing to establish testing frequencies. Testing frequencies may be increased as directed by the HCRMA.
8. The Engineer shall notify the HCRMA, to determine if any tests may be waived
9. The Engineer shall attend preconstruction QA and QC testing meetings prior to beginning work.
10. The Engineer shall:
 - A. Review and recommend approval or rejection of the Quality Control (QC) sampling and testing documentation submitted by the General Contractor for compliance with applicable State and Federal regulations, standards, and contract requirements.
 - B. Verify all tested materials used meet specifications or identify materials that do not meet specifications and recommend action which should be taken.
 - C. Certify that all tested materials used during construction meet the specifications as outlined in the APPIA Support System.
 - D. Work closely with the HCRMA to resolve all material discrepancies before the next monthly estimate is processed by utilizing the Reporting in APPIA.
 - E. Enter all test data in APPIA.
 - F. Enter all mix designs, concrete and asphalt, provided by the General Contractor into APPIA.
 - G. The Engineer shall report failing tests to the HCRMA within twenty-four (24) hours.

SUMMARY OF DELIVERABLES:

The Engineer shall provide the following:

1. Monthly Progress Reports
2. Quarterly Material Test Reports
3. Sampling and testing personnel qualification
4. Final document file (maintained in project control system during project execution. Final structure of file will be determined during project implementation, an example of content is provided below)
 - A. Construction Oversight Documentation
 - a. Testing reports and Testing documentation as applicable
 - b. Test Exception Letter
 - c. Certification Verifications
 - d. Photographs
 - B. Project Correspondence File (Design and Construction)
 - a. E-mail files
 - b. Letters
 - c. Memos
 - d. Meeting Minutes
 - e. Monthly Deficiency Reports to track material issues (one (1) per month)
 - f. Misc. correspondence

ATTACHMENT D
WORK AUTHORIZATION

ATTACHMENT D-1

**WORK AUTHORIZATION NO. _____
AGREEMENT FOR ENGINEERING SERVICES**

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

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

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

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

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

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under “Article V of that certain Professional Services Agreement for Engineering / Design Services 365 Tollway Project / Segment 1 & 2.

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

THE ENGINEER

THE AUTHORITY

(Signature)
Chris L. Schultz.
(Printed Name)
President
(Title)

(Date)

(Signature)
Pilar Rodriguez, P.E.
(Printed Name)
Executive Director
(Title)

(Date)

LIST OF EXHIBITS

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

ATTACHMENT D-2

ATTACHMENT D-3

**SUPPLEMENTAL WORK AUTHORIZATION NO. ____
TO WORK AUTHORIZATION NO. ____
AGREEMENT FOR ENGINEERING SERVICES**

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

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

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

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

THE ENGINEER

THE AUTHORITY

(Signature)
Chris L. Schultz
(Printed Name)
President
(Title)

(Date)

(Signature)
Pilar Rodriguez, P.E.
(Printed Name)
Executive Director
(Title)

(Date)

ATTACHMENT D-4

ATTACHMENT E

FEE SCHEDULE

TEST NO.	CMT Firm: Raba-Kistner Fee Schedule Date: 01/26/2021			Final as of 4/21/2021 & 4/28/2021
	Type		Unit	
1	Mobilization/Demobilization		Mile	\$ 6.00
			each	\$ 600.00
	Drilling, Logging, &Recovering Samples (With TCP)			
2A	1. Depth ≤ 50 feet		Tex-132-E (every 5 feet)	\$ 38.00
2B	2. Depth ≥ 50 feet		linear foot	\$ 40.00
	Drilling, Logging, &Recovering Samples (Without TCP)			
3A	1. Depth ≤ 50 feet		linear foot	\$ 30.61
3B	2. Depth ≥ 50 feet		linear foot	\$ 32.57
4	Rock Coring (Soft Rock) ⁽²⁾		linear foot	\$ 33.00
5	Rock Coring (Hard Rock) ⁽²⁾		linear foot	\$ 36.00
6	Staking Borings and Utility Locations		hour	\$ 121.67
	Standby Time (sampling)			
7A	1. Hot Mix Asphalt (minumum of one hour)		hour	\$ 297.74
7B	2. Concrete (minumum of one hour)		each	\$ 117.05
8	Piezometer - 2 inch (including well completion and installation)		each	\$ 171.98
9	Piezometer - 2 inch (including well completion and installation)		linear foot	\$ 48.36
10	Grouting of Borings		linear foot	\$ 6.86
	Traffic Control - Major		day	\$ 3,000.00
	Laboratory Test	Test Method	Unit	
11	Volumetric Shrinkage	ASTM D427	each	\$ 105.24
12	Standard Poor Test	ASTM D698	each	\$ 255.00
13	Modified Poor Test	ASTM D1557	each	\$ 279.75
14	Standard Penetration Test (SPT)	ASTM D1586	LF	\$ 30.04
15	California Bearing Ratio (Single Sample without MD Curve)	ASTM D1883	test	\$ 302.03
16	Unconfined Compressive Strength (Soil)	ASTM D2166	each	\$ 67.44
17	Hydraulic Conductivity Permeability	ASTM D2434	each	\$ 392.00
18	One Dimensional Consolidation Properties of Soil	ASTM D2435	each	\$ 500.00
19	Unconfined Compressive Strength (Rock)	ASTM D2938	each	\$ 94.75
20	Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	set of 3	\$ 679.23
21	Direct Shear Test of Soils Under Consolidated Drained Conditions, SAND	ASTM D3080	set of 3	\$ 580.00
22	Direct Shear Test of Soils Under Consolidated Drained Conditions, CLAY	ASTM D3080	set of 3	\$ 708.79
23	Splitting Tensile of Intact Rock Core	ASTM D3967	each	\$ 131.11
24	Water Stand Pipes	ASTM D4043	each	\$ 37.69
25	Calcium Carbonate Content of Soils	ASTM D4373	LF	\$ 68.31
26	Hydraulic Conductivity Permeability	ASTM D4511	each	\$ 324.08
27	One Dimensional Swell, Methods A&B	ASTM D4546	each	\$ 249.47
28	One Dimensional Swell, Method B Only	ASTM D4546	each	\$ 324.66
29	One Dimensional Swell, Method C	ASTM D4546	each	\$ 247.52
30	Permeability of Silt and Clays	ASTM D5084	each	\$ 390.00
31	Suction Test (Filter Method)	ASTM D5298	each	\$ 92.50
32	Casagrande Type Piezometers	N/A	each	\$ 337.82
33	Casagrande Type Piezometers Installation	N/A	each	\$ 450.00
34	Miscellaneous Testing	N/A	each	Eliminate
35	Vertical Inclinometer	N/A	each	Proposal as needed
36	Vertical Inclinometer Installation	N/A	each	Proposal as needed
37	Vibrating Wire Piezometer	N/A	each	Proposal as needed
38	Vibrating Wire Piezometer Installation	N/A	each	Proposal as needed
39	Soil Boring with SPT	ASTM D1586	LF	\$ 36.00
	Laboratory Test	Test Method	Unit	
	Soils & Base Testing			
40	Sampling	Tex-400-A	hour	\$ 66.15
41	Sample Preparation	Tex-101-E	each	\$ 68.00
42	Determining Staking Time	Tex-102-E	each	\$ 72.25
43	Moisture Content	Tex-103-E	each	\$ 15.44
44	Atterburg Limits	Tex-104,105&106-E	Set of 3	\$ 95.00
45	Linear Bar Shrinkage (per bar)	Tex-107-E	each	\$ 69.04
46	Determining the Specific Gravity of Soils	Tex-108-E	each	\$ 80.67
47	Sieve Analysis	Tex-110-E, Part I	each	\$ 89.00
48	Sieve Analysis (Hydrometer with Tex-108-E)	Tex-110-E, Part II	each	\$ 117.00
49	Hydrometer with Tex-108-E (in conjunctin with Tex-110-E, Part II)	Tex-108-E	each	\$ 69.00
50	Percent Passing No. 200 Sieve	Tex-111-E	each	\$ 69.00

COMMENTS

Requesting re-evaluation as per mile unit cost

No original cost presented for consideration

TEST NO.	CMT Firm: Raba-Kistner Fee Schedule Date: 01/26/2021			Final as of 4/21/2021 & 4/28/2021	COMMENTS
51	Determining the Amount of Material in Solis Finer than the 75 mi	Tex-111-E	each		
52	Admixing Lime to Reduce Plasticity Index of Soils	Tex-112-E	each	\$ 146.00	
53	Moisture-Density Relationship	Tex-113-E	each	\$ 275.00	
54	Moisture-Density Relationship	Tex-114-E	each	\$ 255.00	
55	Field Density Measurements	Tex-115-E	hour	\$ 68.00	
56	Wet Ball Mill Test	Tex-116-E	each	\$ 260.00	
57	Texas Triaxial Compression ⁽⁶⁾	Tex-117-E, Part I	each	\$ 1,075.00	
58	Texas Triaxial Compression ⁽⁶⁾	Tex-117-E, Part II	each	\$ 1,510.00	
59	Quality Assurance (QA) Series for Flexible Base ^{(7) (8)}	See Foot Notes	each	\$ 2,180.00	No original cost presented for consideration
60	Soil- Cement Testing ⁽⁷⁾	Tex-120-E, Part II	each	\$ 439.45	
61	Soil- Lime Testing ⁽⁷⁾	Tex-121-E, Part II	each	\$ 430.11	
61.1	Soil-Lime Testing Determining Stabilization Ability of Lime by Soil pH	Tex-121-E, Part III	each	\$ 431.11	No original cost presented for consideration
62	Determining the Drainage Factor of Soil Materials (Not Field Test)	Tex-123-E ++	each	\$ 357.50	
63	Determining Modulus of Sub-grade Reaction (K Value) (Not Field Test)	Tex-125-E ++	each	\$ 144.50	
64	Molding, Testing, and Evaluation Bituminous Black Base Materials	Tex-126-E ++	each	\$ 1,535.00	
65	Lime-Fly Ash Compression ⁽⁷⁾	Tex-127-E	each	\$ 719.39	
66	Soil pH	Tex-128-E	each	\$ 53.94	
67	Resistivity of Soils	Tex-129-E	each	\$ 120.00	
68	Slurry Testing	Tex-130-E	each	\$ 109.14	
69	Texas Cone Penetration	Tex-132-E	each	\$ 41.79	
70	Freezing and Thawing Tests oc Compacted Soil-Cement Mixture	Tex-135-E	each	\$ 365.00	
71	Thickness of Pavement Layers (4 hour minimum)	Tex-140-E	hour	\$ 107.04	
72	Manual Procedure for Description and Identification of Soils	Tex-141-E	each	\$ 51.18	
73	Laboratory Classification os Soils for Engineering Purposes	Tex-142-E	each	\$ 70.00	
74	Sulfate Content in Soils	Tex-145-E	each	\$ 95.00	
75	Conductivity Test for Field Detection of Sulfates in Soil	Tex-146-E	each	\$ 100.96	
75.1	Organic Content Using UV-VIS Method	Tex-148-E	each	\$ 231.70	
76	Determining Cholride and Sulfate Contents in Soils	Tex-620-J	each	\$ 88.16	
77	Free Swell Test	EM1110-2-1906	each	\$ 195.00	
78	Pressure Swell Test	EM1110-2-1906	each	\$ 293.00	
79	One-Dimensional Swell	ASTM D4546	each	\$ 293.00	
80	One-Dimensional Swell (Method B Only)	ASTM D4546	each	\$ 280.00	
81	Potential Vertical Rise Calculation	Tex-124-E	each	\$ 85.14	
82	Volumetric Shrinkage	ASTM D4943	each	\$ 119.00	
83	Volumetric Shrinkage	ASTM D427	each		
84	Unconfined Compression Test (Soil)	ASTM D2166	each	\$ 66.79	
85	Unconfined Compression Test (Rock)	ASTM D2938	each	\$ 97.80	
86	Unconfined Compression Test (Rock) (Method D)	ASTM D7012	each	\$ 75.00	
	Unconsolidated Undrained (UU) Triaxial Compression Test				
87	1. Set of Three	Tex-118-E	set	\$ 312.36	
88	2. Multistage	Tex-118-E	each	\$ 286.21	
	Consolidated Undrained (CU) Triaxial Compression Test				
89	1. Set of Three	Tex-131-E or ASTM D4767	set	\$ 1,502.50	
90	2. Multistage	Tex-131-E or ASTM D4767	each	\$ 1,362.50	
	Consolidated Drained (CD) Triaxial Compression Test				
91	1. Set of Three	Tex-131-E or ASTM D4767	set	\$ 1,335.00	
92	2. Multistage	Tex-131-E or ASTM D4767	each	\$ 1,261.50	
93	Direct Shear Consolidated Drained (CD), sand	ASTM D3080	set of 3	\$ 665.00	
94	Direct Shear Consolidated Drained (CD), clay	ASTM D3080	set of 3	\$ 834.92	
95	One-Dimensional Consolidation Test (7 load increments)	ASTM D2435	each	\$ 597.14	
96	Resilient Modulus (fine-grained soils)	AASHTO T307	each	\$ 1,200.00	
	Hot Mix Asphalt Testing				
97	Sieve Analysis of Fine and Coarse Aggregates	Tex-200-F	each	\$ 94.54	
98	Bulk Specific Gravity and Water Absorption of Aggregates	Tex-201-F	each	\$ 91.88	
99	Apparent Specific Gravity of Material Finer Than 180 µm (No. 80) Sieve	Tex-202-F	each	\$ 65.00	
100	Sand Equivalent Test	Tex-203-F	each	\$ 95.50	
101	Laboratory Method of Mixing Bituminous Mixtures	Tex-205-F	Set of 3	\$ 187.00	
102	Compacting Specimens Using the Texas Gyrotory Compactor (TG)	Tex-206-F	Set of 3	\$ 113.04	
103	Determining Bulk Specific Gravity of Compacted Bituminuous Mixtures	Tex-207-F (I)	each	\$ 50.00	
	Determining In-Place Density of Compacted Bituminuous Mixtures (Nuclear Method)	Tex-207-F (III)	each	\$ 45.00	
105	Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (IV)	each	\$ 88.69	
106	Segregation Profile	Tex-207-F (V)	each	\$ 194.17	
107	Joint Density	Tex-207-F (VII)	each	\$ 194.17	
108	Test of Stabilometer Value of Bituminous Mixtures	Tex-208-F	set of 3	\$ 157.05	
109	Determining Asphalt Content of Bituminous Mixtures by Extraction	Tex-210-F	each	\$ 182.13	

TEST NO.	CMT Firm: Raba-Kistner Fee Schedule Date: 01/26/2021			Final as of 4/21/2021 & 4/28/2021	COMMENTS
110	Recovery of Asphalt from Bituminous Mixtures by the Abson Pro	Tex-211-F	each	\$ 289.11	
111	Determining Moisture Content of Bituminous Mixtures	Tex-212-F	each	\$ 54.03	
112	Determining Hydrocarbon-Volatile Content of Bituminous Mixture	Tex-213-F	each	\$ 131.76	
113	Determining Deleterious Material and Decantation Test for Coarse Aggregates	Tex-217-F	each	\$ 110.00	
114	Indirect Tensile Strength Test	Tex-226-F	each	\$ 495.02	
115	Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	each	\$ 105.31	
116	Determining Asphalt Content of Bituminous Mixtures by the Nuclear	Tex-228-F	each	\$ 103.18	
117	Combined HMA Cold-Belt Sampling and Testing Procedure	Tex-229-F	each	\$ 83.50	
118	Determining Draindown Characteristics in Bituminous Mixtures	Tex-235-F	each	\$ 75.00	
119	Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex-236-F	each	\$ 168.25	
120	Asphalt Release Agents	Tex-239-F	each	\$ 90.00	
121	Superpave Gyrotory Compacting of Test Specimens of Bituminous	Tex-241-F	each	\$ 158.11	
122	Hamburg Wheel Tracker	Tex-242-F	each	\$ 600.00	
123	Tack Coat Adhesion	Tex-243-F	each	\$ 185.00	
124	Thermal Profile	Tex-244-F	each	\$ 164.50	
125	Cantabro Loss	Tex-245-F	each	\$ 219.67	
126	Permeability or Water Flow of Hot Mix Asphalt	Tex-246-F	each	\$ 83.50	
127	Overlay Test	Tex-248-F	set of 3	\$ 762.22	
128	Flat and Elongated Particles	Tex-280-F	each	\$ 77.36	
129	Sampling Bituminous Materials, Pre-Molded Joint Fillers, and Joint	Tex-500-C	each	\$ 87.00	
130	Asphalt Binder Water in Petroleum	Tex-501-C AASHTO T55	each	\$ 125.25	
131	Penetration of Bituminous Materials	Tex-502-C AASHTO T49	each	\$ 130.82	
132	Ductility of Asphalt Materials	Tex-503-C AASHTO T51	each	\$ 141.50	
133	Flash and Fire Points by Cleveland Open Cup	Tex-504-C AASHTO T48	each	\$ 70.56	
134	Softening Point of Bitumen (Ring and Ball Apparatus)	Tex-505-C AASHTO T53	each	\$ 120.27	
135	Solubility of Bituminous Materials	Tex-507-C AASHTO T44	each	\$ 147.75	
136	Specific Gravity	Tex-508-C AASHTO T228	each	\$ 96.00	
137	Spot Test of Asphaltic Materials	Tex-509-C AASHTO T102	each	\$ 203.50	
138	Effect of Heat and Air on Asphalt Materials (Thin-Film Oven Test)	Tex-510-C AASHTO T179	each	\$ 169.30	
139	Flash Point with Tag Open-Cup Apparatus for Use with Material H	Tex-512-C AASHTO T79	each	\$ 113.88	
140	Saybolt Viscosity	Tex-513-C AASHTO T72	each	\$ 89.02	
141	Cutback Asphalts - Specific Gravity, API Gravity, or Density of Cutback Asphalts by Hydrometer Method; Emulsified Asphalts - Weight per Gallon of Emulsified Asphalt	Tex-514-C ASTM D3142 ASTM D244	each	\$ 423.00	
142	Distillation of Cutback Asphalt Products	Tex-515-C AASHTO T78	each	\$ 205.67	
143	Float Test for Bituminous Materials	Tex-519-C AASHTO T50	each	\$ 87.83	
144	Standard Test Method for Emulsified Asphalts	Tex-521-C AASHTO T59	each	\$ 241.88	
145	Viscosity of Asphalts by Vacuum Capillary Viscometer	Tex-528-C AASHTO T202	each	\$ 47.50	
146	Kinematic Viscosity of Asphalts (Bitumens)	Tex-529-C AASHTO T201	each	\$ 89.02	
147	Boil Test (Effect of Water on Paving Mix)	Tex-530/531-C	each	\$ 153.50	
148	Field Coring - ACP Thickness	ASTM D3549	each	\$ 124.25	
149	Pavement Thickness Determin. (Full Depth)	ASTM D3549	each	\$ 153.00	
150	Determining Polymer Additive Percentages in Polymer Modified	Tex-533-C	each	\$ 82.50	
151	Calculating Viscosity from Penetration	Tex-535-C	each	\$ 87.06	
152	Elastic Recovery of Tensile Deformation Using a Durometer	Tex-539-C	each	\$ 79.13	
153	Measurement of Polymer Separation on Heating in Modified Asphalt	Tex-540-C	each	\$ 129.50	
154	Rolling Thin Film Oven Test for Asphalt Binders	Tex-541-C AASHTO T240	each	\$ 189.00	
155	Flexural Creep Stiffness Using the Bending Beam Rheometer	AASHTO T313	each	\$ 275.00	
156	Determining Rheological Properties of Asphalt Binder Using a Dyr	AASHTO T315	each	\$ 244.13	
157	Determining Breaking Index for Asphalt Emulsions	Tex-542-C	each	\$ 251.89	
158	Resilience Test for Sealants and Repair Materials	Tex-547-C	each	\$ 305.36	
159	Tensile Strain to Failure	Tex-548-C	each	\$ 84.00	
160	Cone Flow Test	Tex-549-C	each	\$ 87.50	
161	Flexibility Test for Sealants and Repair Materials	Tex-550-C	each	\$ 302.50	
162	Settlement of Sealants and Repair Materials	Tex-551-C	each	\$ 118.50	
Concrete & Aggregate Testing					
163	Sieve Analysis for Conc. Agg	Tex-401-A	each	\$ 90.10	
164	Fineness Modulus for Conc. Agg	Tex-402-A	each	\$ 47.50	
165	SSD Specific Gravity / Absorption Conc. Agg	Tex-403-A	each	\$ 88.00	
166	Unit Weight of Conc. Agg	Tex-404-A	each	\$ 58.30	
167	Determining Percent Voids and Solids in Concrete	Tex-405-A	each	\$ 75.94	
168	Decantation for Conc. Agg	Tex-406-A	each	\$ 63.75	
169	Organic Impurities for Conc. Agg	Tex-408-A	each	\$ 59.16	
170	Free Moisture and Water Absorption in Aggregate for Concrete	Tex-409-A	each	\$ 66.00	
171	L.A. Abrasion	Tex-410-A	each	\$ 403.12	
172	5 Cycle Magnesium Soundness	Tex-411-A	each	\$ 520.48	
173	Deleterious Material for Conc. Agg	Tex-413-A	each	\$ 77.25	
174	Air Content of Fresh Concrete by Volumetric	Tex-414-A	each	\$ 36.05	
175	Slump of Fresh Concrete	Tex-415-A	each	\$ 29.90	

TEST NO.	CMT Firm: Raba-Kistner Fee Schedule Date: 01/26/2021			Final as of	COMMENTS
				4/21/2021 & 4/28/2021	
176	Air Content of Fresh Concrete by Pressure	Tex-416-A	each	\$ 32.08	
177	Unit Weight, Yield and Air Content (Gravimetric) of Concrete	Tex-417-A	each	\$ 60.13	
178	Comp. Strength of Cyl. Conc. Specimen	Tex-418-A	each	\$ 23.00	
179	Measure Temp. of Fresh Conc.	Tex-422-A	each	\$ 23.16	
180	Obtaining & Testing Drilled Conc. Cores	Tex-424-A	each	\$ 303.62	
181	Absorption and Dry Bulk Specific Gravity of Lightweight Coarse	Tex-433-A	each	\$ 105.40	
182	Test Flow of Grout Mixtures (Flow Cone Method)	Tex-437-A	each	\$ 102.66	
183	Accelerated Polish Test for Coarse Aggregate	Tex-438-A	each	\$ 912.50	
184	Det. Comp. Strength of Grouts	Tex-442-A	each	\$ 31.00	
185	Making & Curing Conc. Test Specimen	Tex-447-A	each	\$ 19.91	
186	Flexural Strength of Concrete Using Simple Beam Third-Point Load	Tex-448-A	each	\$ 49.63	
187	Capping Cyl. Conc. Specimen	Tex-450-A	each	\$ 22.25	
188	Degradation of Coarse Aggregate by Micro-Devel Abrasion	Tex-461-A	each	\$ 266.50	
189	Uniformity of Concrete	Tex-472-A	each	\$ 189.63	
	Additional Testing	Test Method	Unit		
190	Geogrid Testing	Tex-621-J	each	\$ 800.20	
191	Water Quality Testing	Tex-619-J	each	\$ 179.25	
192	Lime Testing	Tex-600-J	each	\$ 367.59	
193	Operating Inertial Profilers and Evaluating Pavement Profiles	Tex-1001-S	each	\$ 1,800.00	No original cost presented for consideration
194	Vane Shear Testing	ASTM D2573	each	\$ 338.00	
	Miscellaneous Testing	Test Method	Unit		
195	Structural Field Welding	NA	hour	\$ 150.00	No original cost presented for consideration
	Equipment & Supplies for MT & UT		day	\$ 150.00	No original cost presented for consideration
	Other Direct Expenses		Unit		
	Photocopies B/W (8 1/2" X 11")		each	\$ 0.15	
	Photocopies B/W (11" X 17")		each	\$ 0.23	
	Photocopies Color (8 1/2" X 11")		each	\$ 0.82	
	Photocopies Color (11" X 17")		each	\$ 1.41	
	Digital Ortho Plotting		sheet	\$ 2.43	
	CADD Plotting		linear foot	\$ 1.00	
	Plots (B/W on Bond)		linear foot	\$ 0.91	
	Plots (Color on Bond)		linear foot	\$ 1.75	
	Plots (Color on Photographic Paper)		linear foot	\$ 2.72	
	Reproduction of CD/DVD		each	\$ 4.55	

ATTACHMENT E: FEE SCHEDULE [SPECIFIED RATE / LUMP SUM PAYMENT BASIS]

Raba Personnel Classification	Hourly Base Rate	Contract Rate FY 2021
Senior Project Manager / Principal	\$ 64.73	\$ 178.00
Senior Geotechnical Engineer	\$ 47.27	\$ 130.00
Geotechnical Engineer	\$ 36.73	\$ 101.00
Project Engineer	\$ 45.81	\$ 125.98
Engineering Lab Manager	\$ 32.00	\$ 88.00
Utility Coordinator	\$ 40.36	\$ 110.98
Senior Project Inspector	\$ 34.55	\$ 95.00
Project Inspector	\$ 23.64	\$ 65.00
EIT	\$ 31.64	\$ 87.00
Engineer Tech / GIS	\$ 21.82	\$ 60.00
Logger	\$ 21.64	\$ 59.52
Field Technician (Soils, Aggr, Asph, Conc)	\$ 24.73	\$ 68.02
CADD Operator	\$ 28.44	\$ 78.20
Admin/Clerical	\$ 22.12	\$ 60.82

EXHIBIT D
ESTIMATED MAN HOURS/TEST
BREAKDOWN

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County RMA Toll Road 365 Segment 2

TEST NO.	SERVICE	UNIT RATE	QUANTITY	TOTAL
Earthwork:				
54	Moisture-Density Relationship (Proctor)	\$255.00 each	130	\$33,150.00
44	Atterberg Limits Determinations (P.I.) (TxDOT)	\$95.00 each	390	\$37,050.00
50	Sieve Analysis -200	\$69.00 each	130	\$8,970.00
47	Sieve Analysis - Gravel / Caliche	\$89.00 each	150	\$13,350.00
66	Soil PH	\$53.94 each	150	\$8,091.00
67	Resistivity of soils	\$120.00 each	150	\$18,000.00
74	Sulfate Content in Soils	\$95.00 each	150	\$14,250.00
	Field Density Daily Equipment Charge - Embankment - Backfill	\$75.00 day	900	\$67,500.00
Subtotal				\$200,361.00
Concrete: Footings, Columns, Abutments, Caps, Bridge decks, Approaches, Bridge Rails				
163	Sieve Analysis for Concrete Aggregate	\$90.10 each	40	\$3,604.00
164	Fineness Modulus for Concrete Aggregate	\$47.50 each	20	\$950.00
168	Decantation for Concrete Aggregate	\$63.75 each	20	\$1,275.00
169	Organic Impurities for Concrete Aggregate	\$59.16 each	20	\$1,183.20
173	Deleterious Material for Concrete Aggregate	\$77.25 each	20	\$1,545.00
175	Slump of fresh Concrete	\$29.90 each	400	\$11,960.00
177	Unit Weight, yield and air content (gravimetric)	\$60.13 each	400	\$24,052.00
178	Concrete Compressive Strength Tests	\$23.00 each	1825	\$41,975.00
179	Measure Temp. of Fresh Concrete	\$23.16 each	400	\$9,264.00
176	Air Content of Concrete	\$32.08 each	400	\$12,832.00
Subtotal				\$108,640.20
Professional Services:				
Full Time Tech No. 1 - Based off a Construction Duration of 3 1/2 yrs				
	Full time Tech (Assuming no more than 50 hours per wk.)	\$68.02 hours	11700	\$795,834.00
	Vehicle Travel Charge (Daily Usage Fee)	\$125.00 trip	1403	\$175,375.00
Subtotal				\$971,209.00
Full Time Tech No. 2- Based off a Construction Duration of 3 1/2 yrs				
	Full time Tech (Assuming no more than 50 hours per wk.)	\$68.02 hours	11700	\$795,834.00
	Vehicle Travel Charge (Daily Usage Fee)	\$125.00 trip	1403	\$175,375.00
Subtotal				\$971,209.00
Reinforcing Steel Observer				
	Reinforcing Steel Observation	\$95.00 hour	1228	\$116,660.00
	Vehicle Travel Charge	\$125.00 trip	307	\$38,375.00
Subtotal				\$155,035.00

RATES CONTINUE ON PAGE 5



CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County RMA Toll Road 365 Segment 2

Structural Steel Observer					
195	Structural Steel Observation/Bolts and Weld	\$150.00	hour	352	\$52,800.00
	Certified Welding Inspector				
	Non- Destructive Testing (Radiographic/Ultrasonic)	Cost + 15%		As requested	
	Vehicle Travel Charge	\$125.00	trip	44	\$5,500.00
	Subtotal				\$58,300.00
	Project Coordination	\$110.00	hour	600	\$66,000.00
	Geotechnical	\$130.00	each	450	\$58,500.00
	Materials Engineer	\$178.00	each	450	\$80,100.00
	Vehicle Travel Charge	\$125.00	trip	125	\$15,625.00
	Subtotal				\$220,225.00
	TOTAL:				\$2,684,979.20
	Contingency			10%	\$268,497.92
	GRAND TOTAL:				\$2,953,477.12

DRAFT



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

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

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

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

EXHIBIT F
WORK SCHEDULE

EXHIBIT F

WORK SCHEDULE

HCRMA Construction & Materials Testing Services
TOLL365 (SH 365)

Task Name	Start	Finish
Material Testing	10/1/2021	12/13/2025
Geotechnical	10/1/2021	12/13/2025
Other Analyses	10/1/2021	12/13/2025
All sampling and testing of components and materials	10/1/2021	12/13/2025
Hot Mix Asphalt Testing	10/1/2021	12/13/2025
Concrete Testing	10/1/2021	12/13/2025
Construction Oversight Documentation	10/1/2021	12/13/2025
Project Correspondence File (Design and Construction)	10/1/2021	12/13/2025

ATTACHMENT H
DBE PARTICIPATION

ATTACHMENT H-MOU

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

158111-1 163.000

ATTACHMENT H-MOU

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

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.

ATTACHMENT H-MOU

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

(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 Burlison
Chairman
c/o LRGVDC
311 N. 15th Street

158111-1 163.000

ATTACHMENT H-MOU

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

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.

158111-1 163.000

ATTACHMENT H-MOU

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

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

HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY

By: Amadeo Saenz, Jr.
Amadeo Saenz, Jr. P.E.
Executive Director

By: Dennis Burleson
Dennis Burleson
Chairman

Date: 3/13/08

Date: 2/13/2008

Attachment H-Instructions
As Per 49CFR 26.21

The following pages contain six (6) different Attachments to Attachment H covering participation of HUB and DBE providers and subproviders. The correct form to use is determined by whether the Agreement is funded in whole or part by federal funds State funds or Authority funds, and whether or not a HUB/DBE goal has been set for the Agreement. The following pages contain separate reporting forms for federally funded DBE participation and Authority funded HUB participation. **Select the forms that are appropriate for your Agreement and delete the rest along with these instructions from the final Agreement.**

<p>Federally Funded Contracts</p> <p>Attachment H-FG, Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts</p> <ul style="list-style-type: none">◆ This provision is applicable to federally funded contracts with assigned DBE goals.◆ The appropriate forms for this provision are Attachments H-1, H-2, H-3 and H-4 and H-5. A copy of each form is required in the contract.◆ Note: if the contract requires work authorizations, a completed Attachment H-2 will be required with each Work Authorization, if a DBE will be performing work. If a non-DBE subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form.◆ Attachment H-3 must be submitted monthly to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report.◆ Attachment H-3 must be submitted with each invoice to the appropriate agency contact for payment.
<p>Attachment H-FN, Disadvantaged Business Enterprise (DBE) for Race Neutral Professional or Technical Services Contracts</p> <ul style="list-style-type: none">◆ This provision is applicable to federally funded contracts with no DBE goal assigned.◆ If no subcontractors will be used, the appropriate forms for this provision are Attachments H-3 and H-5. A copy of each form is required in the contract.◆ Note: If subcontractors are used, the required forms would be Attachments H-1, H-2, H-3, H-4 and H-5. A copy of each form is required in the contract.◆ Attachment H-3 must be submitted monthly to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report.◆ Attachment H-3 must be submitted with each invoice to the appropriate agency contact for payment.
<p>Attachment H-3, Texas Department of Transportation Subprovider Monitoring System for Federally Funded Contracts. This is a Monthly Progress Assessment Report.</p> <ul style="list-style-type: none">◆ Required for all federally funded contracts.◆ This form is required monthly and must be submitted to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report.◆ This form must be submitted with each invoice to the appropriate agency contact for payment.
<p>Attachment H-5, Federal Subprovider and Supplier Information Required for all federally funded contracts.</p>

Attachment H-Instructions (Continued)

State Funded Contracts

Attachment H-SG, Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts, State of Texas HUB Subcontracting Plan Required

- ◆ This provision is applicable to state funded contracts with a HUB goal assigned.
- ◆ The appropriate reporting forms for this provision are Attachments H-1, H-2, H-4, and H-6 (Texas Building and Procurement Commission [TBPC] State of Texas HUB Subcontracting Plan (HSP), Prime Contractor Assessment Report). A copy of each form is required in the contract.
- ◆ Note: if the contract requires work authorizations, a completed Attachment H-2 will be required with each Work Authorization, if a HUB will be performing work. If a non-HUB subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form.
- ◆ Attachment H-6 will be required monthly and must be submitted to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report.
- ◆ Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

Attachment H-SN, Historically Underutilized Business (HUB) Participation for State Funded Professional or Technical Services Contracts, No State of Texas HUB Subcontracting Plan Required

- ◆ This provision is applicable to state funded contracts with no HUB subcontracting plan required and no HUB goal assigned. If no subcontractors are used, the appropriate forms for this provision are Attachments H-1 and H-6.
- ◆ Note: If subcontractors are used, the required forms would be Attachments H-1, H-2, H-4 and H-6. A copy of each form is required in the contract.
- ◆ Attachment H-6 must be submitted monthly to the AUTHORITY Office even though there is no invoice being submitted or subcontracting to report.
- ◆ Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

Attachment H-6, HUB Subcontracting Plan (HSP) Prime Contractor Professional Assessment Report. This is a Monthly Progress Assessment Report. This is a Texas Building and Procurement Commission (TBPC) form and cannot be altered.

- ◆ Required for all State funded contracts.
- ◆ Attachment H-6 is required monthly and should be submitted to the AUTHORITY Office. This is a requirement even though there is no invoice being submitted or subcontracting to report.
- ◆ A copy of Attachment H-6 must be submitted when supplying an invoice to the appropriate agency contact for payment.
- ◆ The “Object Code” section(s) on this form should remain blank.

ATTACHMENT H-FG
Disadvantaged Business Enterprise (DBE)
for Federal-Aid Professional or Technical Services Contracts

- 1) **PURPOSE.** The purpose of this attachment is to carry out the Authority and the U.S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of the AUTHORITY and DOT assisted contracts and creating a level playing field on which firms owned and controlled by minority or socially and economically disadvantaged individuals can compete fairly for the AUTHORITY and DOT assisted contracts.
- 2) **POLICY.** It is the policy of the AUTHORITY and DOT and the Texas Department of Transportation (henceforth the "Department") that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, Subpart A and the Department's Disadvantaged Business Enterprise Program, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, and the Department's Disadvantaged Business Enterprise Program, apply to this contract as follows.
 - a. The Provider will offer Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, Subpart A and the Authority/Department Disadvantaged Business Enterprise Program, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Provider shall make a good faith effort to meet the Disadvantaged Business Enterprise goal for this contract.
 - b. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. The requirements of this Special Provision shall be physically included in any subcontract.
 - c. When submitting the contract for execution by the Authority, the Provider must complete and furnish Attachment H-1 which lists the commitments made to certified DBE subprovider(s) that are to meet the contract goal and Attachment H-2 which is a commitment agreement(s) containing the original signatures of the Provider and the proposed DBE(s). For Work Authorization Contracts, Attachment H-1 is required at the time of submitting the contract for execution by the Authority/Department. Attachment H-2 will be required to be completed and attached with each work authorization number that is submitted for execution, if the DBE will be performing work. Any substitutions or changes to the DBE subcontract amount shall be subject to prior written approval by the Authority/Department. If non-DBE subprovider is performing work, insert N/A (not applicable) on the line provided.
 - d. Failure to carry out the requirements set forth above shall constitute a material breach of this contract and may result; in termination of the contract by the Authority/Department; in a deduction of the amount of DBE goal not accomplished by DBEs from the money due or to become due to the Provider, not as a penalty but as liquidated damages to the Authority/Department; or such other remedy or remedies as the Authority/Department deems appropriate.
- 3) **DEFINITIONS.**
 - a. "Authority/Department" means Hidalgo County Regional Mobility Authority (HCRMA) and the Texas Department of Transportation (TxDOT).
 - b. "Federal-Aid Contract" is any contract between the Texas Department of Transportation and a Provider which is paid for in whole or in part with U. S. Department of Transportation (DOT) financial assistance.
 - c. "Provider" is any individual or company that provides professional or technical services.
 - d. "DBE Joint Venture" means an association a DBE firm and one (1) or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work

ATTACHMENT H-FG
Disadvantaged Business Enterprise (DBE)
for Federal-Aid Professional or Technical Services Contracts

of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest.

- e. “Disadvantaged Business Enterprise (DBE)” means a firm certified as such by the Authority/Department in accordance with 49 CFR Part 26.
 - f. “Good Faith Effort” means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.
 - g. “Race-neutral DBE Participation” means any participation by a DBE through customary competitive procurement procedures.
- 4) **PERCENTAGE GOAL.** The goal for Disadvantaged Business Enterprise (DBE) participation in the work to be performed under this Agreement is **6.0%** of the Agreement amount.
- 5) **PROVIDER’S RESPONSIBILITIES.** A DBE prime may receive credit toward the DBE goal for work performed by his-her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported to the Authority/Department.
- a. A Provider who cannot meet the contract goal, in whole or in part, shall document the “Good Faith Efforts” taken to obtain DBE participation. The following is a list of the types of actions that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - (1) Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.
 - (2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Provider might otherwise prefer to perform the work items with its own forces.
 - (3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - (4) Negotiating in good faith with interested DBEs by making a portion of the work available to DBE subproviders and suppliers and selecting those portions of the work or material needs consistent with the available DBE subproviders and suppliers.
 - (5) The ability or desire of the Provider to perform the work of a contract with its own organization does not relieve the Provider’s responsibility to make a good faith effort. Additional costs involved in finding and using DBEs is not in itself sufficient reason for a Provider’s failure to meet the contract DBE goal, as long as such costs are reasonable. Providers are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - (6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
 - (7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Provider.
 - (8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
 - (9) Effectively using the services of available minority/women community organizations; minority/women contractors’ groups; local, County, State and Federal minority/women business

ATTACHMENT H-FG
Disadvantaged Business Enterprise (DBE)
for Federal-Aid Professional or Technical Services Contracts

assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

- (10) If the Authority/Department's Director of the Business Opportunity Programs Office determines that the Provider has failed to meet the good faith effort requirements, the Provider will be given an opportunity for reconsideration by the Director of the appropriate Division.

NOTE: The Provider must not cause or allow subproviders to bid their services.

- b. The preceding information shall be submitted directly to the Chair of the Hidalgo County Regional Mobility Authority (Authority) responsible for the project.
 - c. The Provider shall make all reasonable efforts to honor commitments to DBE subproviders named in the commitment submitted under Section 2.c. of this attachment. Where the Provider terminates or removes a DBE subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Authority/Department that the originally designated DBE was not able or willing to perform.
 - d. The Provider shall make a good faith effort to replace a DBE subprovider that is unable or unwilling to perform successfully with another DBE, to the extent needed to meet the contract goal. The Provider shall submit a completed Attachment H-2 Form for the substitute firm(s). Any substitution of DBEs shall be subject to prior written approval by the Authority /Department. The Authority /Department may request a statement from the firm being replaced concerning its replacement prior to approving the substitution.
 - e. The Provider shall designate a DBE liaison officer who will administer the DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.
 - f. Providers are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.
- 6) **ELIGIBILITY OF DBEs.**
- a. The Authority/Department certifies the eligibility of DBEs, DBE joint ventures and DBE truck-owner operators to perform DBE subcontract work on DOT financially assisted contracts.
 - b. This certification will be accomplished through the use of the appropriate certification schedule contained in this Authority/Department's DBE program.
 - c. The Authority/Department publishes a Directory of Disadvantaged Business Enterprises containing the names of firms that have been certified to be eligible to participate as DBEs on DOT financially assisted contracts. The directory is available from the Authority's/Department's Business Opportunity Programs Office. The Texas Unified Certification Program DBE Directory can be found on the Internet at: http://www.dot.state.tx.us/services/business_opportunity_programs/tucp_dbe_directory.htm.
 - d. Only DBE firms certified at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. and 5.d. above. For purposes of the DBE goal on this contract, DBEs will only be allowed to perform work in the categories of work for which they were certified.
- 7) **DETERMINATION OF DBE PARTICIPATION.**
- A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subprovider is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

ATTACHMENT H-FG
Disadvantaged Business Enterprise (DBE)
for Federal-Aid Professional or Technical Services Contracts

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract in order for payments to be credited toward meeting the contract goal. A DBE performs a commercially useful function when it is responsible for executing the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider may count toward its DBE goal a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Authority/Department's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority/Department.

8) **RECORDS AND REPORTS.**

- a. After submission of the initial commitment reported (Attachment H-1), required by Section 2.c. of this attachment, the Provider shall submit Monthly Progress Assessment Reports (Attachment H-3), after contract work begins, on DBE involvement to meet the goal and for race-neutral participation. One copy of each report is to be sent to the Authority/Department's Business Opportunity Programs Office monthly, in addition one copy is to be submitted with the Provider's invoice. **Only actual payments made to subproviders are to be reported.** These reports will be required until all subprovider activity is completed. The Authority/Department may verify the amounts being reported as paid to DBEs by requesting copies of canceled checks paid to DBEs on a random basis.
- b. DBE subproviders should be identified on the report by name, type of work being performed, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount. These reports will be due within fifteen (15) days after the end of a calendar month. Reports are required even when no DBE activity has occurred in a billing period.
- c. All such records must be retained for a period of four (4) years following final payment or until any investigation, audit, examination, or other review undertaken during the four (4) years is completed, and shall be available at reasonable times and places for inspection by authorized representatives of the Authority or Texas Department of Transportation or the DOT.
- d. Prior to receiving final payment, the Provider shall submit a Final Report (Attachment H-4), detailing the DBE payments. The Final Report is to be sent to the Authority/Department's Business Opportunity Programs Office and one (1) copy to be submitted with the Provider's final invoice. If the DBE goal requirement is not met, documentation of the good faith efforts made to meet the goal must be submitted with the Final Report.

- 9) **COMPLIANCE OF PROVIDER.** To ensure that DBE requirements of this DOT-assisted contract are complied with, the Authority/Department will monitor the Provider's efforts to involve DBEs during the performance of this contract. This will be accomplished by a review of Monthly Progress Assessment Reports (Attachment H-3), submitted to the Authority/Department's Business Opportunity Programs Office

ATTACHMENT H-FG
Disadvantaged Business Enterprise (DBE)
for Federal-Aid Professional or Technical Services Contracts

by the Provider indicating his progress in achieving the DBE contract goal, and by compliance reviews conducted by the Authority/Department. The Monthly Progress Assessment Report (Attachment H-3) must be submitted at a minimum monthly to the Business Opportunity Programs Office, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the DBE goal based on actual payments to the DBE subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice. The Provider shall contact the Authority/Department if he/she withholds or reduces payment to any DBE subprovider.

- (1) A DBE firm is paid but does not assume contractual responsibility for performing the service;
- (2) A DBE firm does not perform a commercially useful function;
- (3) Payment is made to a DBE that cannot be linked by an invoice or canceled check to the contract under which credit is claimed;
- (4) Payment is made to a broker or a firm with a brokering-type operation;
- (5) Partial credit is allowed, in the amount of the fee or commission provided the fee or commission does not exceed that customarily allowed for similar services, for a bona fide service, such as professional, technical, consultant, or managerial services, and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract.

A Provider's failure to comply with the requirements of this Special Provision shall constitute a material breach of this contract. In such a case, the Authority/Department reserves the right to terminate the contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Provider, not as a penalty but as liquidated damages to the Authority/Department; or such other remedy or remedies as the Authority/Department deems appropriate.

12/06
DBE-FED.ATT

ATTACHMENT H-FN

Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts

It is the policy of the U. S. Department of Transportation (DOT) that DBEs as defined in 49 CFR Part 26, Subpart A, be given the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds and that a maximum feasible portion of the Department's overall DBE goal be met using race-neutral means. Consequently, if there is no DBE goal, the DBE requirements of 49 CFR Part 26, apply to this contract as follows:

The Provider will offer DBEs as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with federal funds. Race-Neutral DBE participation on projects with no DBE goal should be reported on the Attachment H-3 Form. Payments to DBEs reported on Attachment H-3 are subject to the following requirements:

DETERMINATION OF DBE PARTICIPATION.

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces must be reported as race-neutral DBE participation. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work should not be reported unless the subcontractor is itself a DBE.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider must report a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Authority's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority.

The Provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a material breach of this contract and, may result in termination of the contract by the Authority/Department or other such remedy as the Authority/Department deems appropriate.

12/06

DH-0GOAL.ATT

ATTACHMENT H-SG (NOT APPLICABLE)

Historically Underutilized Business for State Funded Professional or Technical Services Contracts HUB Goal Assigned-State of Texas Subcontracting Plan Required

- 1) **POLICY.** It is the policy of the Authority/Department to ensure that HUBs shall have an equal opportunity to participate in the performance of contracts; to create a level playing field on which HUBs can compete fairly for contracts and subcontracts; to ensure nondiscrimination on the basis of race, color, national origin, or gender in the award and administration of contracts; to help remove barriers to the participation of HUBs in department contracts; and, to assist in the development of firms that can compete successfully in the market place outside the HUB program. Consequently, the HUB requirements of the Authority/Department's HUB Program apply to this contract as follows:
 - (1) The Provider agrees to insure that they shall take all necessary and reasonable steps to meet the HUB goal for this contract.
 - a. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.
 - b. When submitting the contract for execution by the Authority, the Provider must complete and furnish Attachment H-1 which lists the commitments made to all subproviders, including certified HUB subprovider(s) that are to meet the contract goal, and Attachment H-2 which is a commitment agreement(s) containing the original signatures of the Provider and HUB(s) that were indicated in the original submitted Authority/State of Texas HUB Subcontracting Plan (HSP) in Section 8. For Work Authorization Contracts, Attachment H-1 is required at the time of submitting the contract for execution by the Department. Attachment H-2 will be required to be completed and attach with each work authorization number that is submitted for execution, if the HUB will be performing work. If non-HUB subprovider is performing work, insert N/A (not applicable) on the line provided. A prime must allow a HUB maximum opportunity to perform the work by not creating unnecessary barriers or artificial requirements for the purpose of hindering a HUB's performance under the contract. Any substitutions or changes to the HSP, in addition to any changes to the original contract award, shall be subject to prior written approval by the Department. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.
 - c. Failure to carry out the requirements set forth above shall constitute a breach of contract and may result in a letter of reprimand; in termination of the contract by the Authority; in a deduction from money due or to become due to the Provider, not as a penalty but as damages to the Department's HUB Program; or such other remedy or remedies as the Department deems appropriate.
- 2) **DEFINITIONS.**
 - g. "Authority/Department" means Hidalgo County Regional Mobility Authority (HCRMA) and the Texas Department of Transportation (TxDOT).
 - a. "Agreement" is the agreement between the Authority and a Provider.
 - b. "Provider" is any individual or company that provides professional or technical services.
 - c. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit which combines their property, capital, efforts, skills and knowledge.
 - d. "Historically Underutilized Business (HUB)" means any business so certified by the Texas Building and Procurement Commission.
- 3) **PERCENTAGE GOAL.** The goal for Historically Underutilized Business (HUB) participation in the work to be performed under this contract is 6.0% of the contract amount.

ATTACHMENT H-SG (NOT APPLICABLE)

- 4) **PROVIDER'S RESPONSIBILITIES.** A Provider (HUB or non-HUB) must perform a minimum of 30% of the contract with its employees (as defined by the Internal Revenue Service). The contract is subject to the HSP Good Faith Effort Requirements.
- a. A Provider who cannot meet the contract goal, in whole or in part, should have documented any of the following and other efforts made as a "Good Faith Effort" to obtain HUB participation.
 - (1) Whether the prime advertised in general circulation, trade association, and/or minority/women focus media concerning subcontracting opportunities.
 - (2) Whether the prime provided written notice to at least three (3) qualified HUBs allowing sufficient time for HUBs to participate effectively.
 - (3) Whether the prime documented reasons for rejection or met with the rejected HUB to discuss the rejection.
 - (4) Whether the prime provided qualified HUBs with adequate information about bonding, insurance, the plans, the specifications, scope of work and requirements of the contract.
 - (5) Whether the prime negotiated in good faith with qualified HUBs, not rejecting qualified HUBs who are also the lowest responsive bidder.
 - (6) Whether the prime used the services of available minority and women community organizations, contractor's groups, local, state, and federal business assistance offices, and other organizations that provide support services to HUBs.

NOTE: The Provider must not cause or allow subproviders to bid their services.

- b. The preceding information shall be submitted directly to the Chair of the Authority responsible for the contract.
 - c. The Provider shall make all reasonable efforts to honor commitments to HUB subproviders named in the original HSP in Section 8. Where the Provider terminates or removes a HUB subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Authority/Department that the originally designated HUB was not able or willing to perform. The term "unable" includes, but is not limited to, a firm that does not have the resources and expertise to finish the work and/or a firm that substantially increases the time to complete the project.
 - d. The Provider shall make all reasonable efforts to replace a HUB subprovider that is unable or unwilling to perform successfully with another HUB and must meet the HSP Good Faith Effort Requirements. Any substitution of HUBs shall be subject to prior written approval by the Authority. The Authority will request a statement from the firm being replaced concerning its replacement prior to approving the substitution. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.
 - e. The Provider shall designate a HUB liaison officer who will administer the Provider's HUB program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with HUBs.
- 5) **ELIGIBILITY OF HUBS.**
- a. The Texas Building and Procurement Commission (TBPC) certifies the eligibility of HUBs.
 - b. The TBPC maintains a directory of certified HUBs. The HUB Directory is available through the TxDOT Department's Business Opportunity Programs Office and through the Internet at the TBPC's Website (<http://www2.tbpc.state.tx.us/cmb1/hubonly.html>).
 - c. Only HUB firms certified and identified in specific categories and classes at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. above.
 - d. If during the course of the contract it becomes necessary to substitute another HUB firm for a firm named in the information submitted by the Provider as required by Section 2.c. above, then only certified HUBs will be considered eligible as a substituted firm. The Provider's written request for

ATTACHMENT H-SG (NOT APPLICABLE)

substitutions of HUB subproviders shall be accompanied by a detailed explanation, which should substantiate the need for a substitution. The Authority/Department will verify the explanation with the HUB firm being replaced before giving approval of the substitution. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.

- e. The 73rd Legislature passed Texas Civil Statutes, Article 601i, relative to contracts between governmental entities and certain disadvantaged businesses. The Statute provides for civil penalties for persons who falsely claim disadvantaged business status and for the general contractor who knowingly contracts with a person claiming to be a disadvantaged business.

6) **DETERMINATION OF HUB PARTICIPATION.**

A firm must be an eligible HUB and perform a professional or technical function relating to the project. Proof of payment, such as copies of canceled checks, properly identifying the Authority's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority/Department. A HUB subprovider, with prior written approval from the Authority/Department, may subcontract 70% of a contract as long as the HUB subprovider performs a commercially useful function. All subcontracts shall include the provisions required in the subcontract and shall be approved as to form, in writing, by the Authority/Department prior to work being performed under the subcontract. A HUB performs a commercially useful function when it is responsible for a distinct element of the work of a contract; and actually manages, supervises, and controls the materials, equipment, employees, and all other business obligations attendant to the satisfactory completion of contracted work. If the subcontractor uses an employee leasing firm for the purpose of providing salary and benefit administration, the employees must in all other respects be supervised and perform on the job as if they were employees of the subcontractor.

7) **COMPLIANCE OF PROVIDER.**

To ensure that HUB requirements of this contract are complied with, the Authority/Department will monitor the Provider's efforts to involve HUBs during the performance of this contract. This will be accomplished by a review of the monthly Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) submitted to the AUTHORITY Office by the Provider indicating his/her progress in achieving the HUB contract goal, and by compliance reviews conducted by the Authority/Department. The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) must be submitted at a minimum monthly to the Business Opportunity Programs Office, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the HUB goal based on actual payments to the HUB subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice.

- (1) Payments to brokers or firms with a brokering type operation will be credited only for the amount of the commission;
- (2) Payments to a joint venture will not be credited unless all partners in the joint venture are HUBs;
- (3) Payments to a HUB subprovider who has subcontracted a portion of the work required under the subcontract will not be credited unless the HUB performs a commercially useful function;
- (4) Payments to a HUB will not be credited if the firm does not provide the goods or perform the services paid for;
- (5) Payments made to a HUB that cannot be linked by an invoice or canceled check to the contract under which credit is claimed will not be credited.

A Provider must not withhold or reduce payments to any HUB without a reason that is accepted as standard industry practice. A HUB prime or subprovider must comply with the terms of the contract or subcontract. Work products, services, and commodities must meet contract specifications whether performed by a prime or subprovider.

ATTACHMENT H-SG (NOT APPLICABLE)

A Provider's failure to meet the HUB goal and failure to demonstrate to the Authority/Department's satisfaction sufficient "Good Faith Effort" on his/her part to obtain HUB participation shall constitute a breach of contract. In such a case, the Authority/Department reserves the right to issue a letter of reprimand; to deduct the amount of HUB goal not accomplished by HUBs from the money due or to become due the Provider, not as a penalty but as damages to the Authority/Department's HUB program; or such other remedy or remedies as the Authority/Department deems appropriate.

8) **RECORDS AND REPORTS.**

- a. After submission of the initial commitment (Attachment H-1), required by Section 2.c. of this attachment, the Provider shall submit State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) at a minimum monthly, after contract work begins, on subcontracting involvement. One copy of the State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) is to be sent to the Authority/Department's Office monthly. In addition, the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) must be submitted with the Provider's invoice. All payments made to subproviders are to be reported. **The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Reports are required monthly even during months when no payments to subproviders have been made.** The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report will be required until all work on the contract has been completed. The Authority/Department may verify the amounts being reported as paid to HUBs by requesting copies of canceled checks paid to HUBs on a random basis.
- b. Subproviders should be identified on the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) by name, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount.
- c. All such records must be retained for a period of four years following final payment, or until an investigation, audit, examination, or other review undertaken during the four years, and shall be available at reasonable times and places for inspection by authorized representatives of the Authority/Department and other agencies.
- d. Prior to receiving final payment, the Provider shall submit a Final Report (Attachment H-4), detailing the subprovider payments to the AUTHORITY Office of the Authority, and one copy to the Authority/Department with the Provider's final invoice.

12/06
HUB.ATT

ATTACHMENT H-SN (NOT APPLICABLE)

Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts No State of Texas HUB Subcontracting Plan Required

POLICY

It is the policy of the Authority/Department to ensure that HUBs shall have an equal opportunity to participate in the performance of contracts; to create a level playing field on which HUBs can compete fairly for contracts and subcontracts; to ensure nondiscrimination on the basis of race, color, national origin, or gender in the award and administration of contracts; to help remove barriers to the participation of HUBs in Authority contracts; and, to assist in the development of firms that can compete successfully in the market place outside the HUB program.

Subcontracting participation on projects with no HUB Subcontracting Plan Required should be reported on the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report, the Attachment H-6 Form. Payment to non-HUBs subproviders must be reported on Attachment H-6. Payments to HUBs reported on Attachment H-6 are subject to the following requirements:

DETERMINATION OF HUB PARTICIPATION.

A firm must be an eligible HUB and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible HUB, the total amount paid to the HUB should be reported as race-neutral HUB participation.

A HUB subprovider may subcontract no more than 70% of a contract. The HUB subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the HUB; and equipment owned or rented directly by the HUB.

A provider must report a portion of the total value of the contract amount paid to a HUB joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the HUB.

Proof of payment, such as copies of canceled checks, properly identifying the Authority/Department's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority/Department.

The provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

REQUIRED FORMS.

If subcontractors are used under the contract that has no stated HUB goal, Attachments H-1, H-2, H-4 and H-6 are required. Attachments H-1 and H-6 are required if no subcontractors are being used to perform work under this contract.

Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) **is required monthly even when no subcontracting activity has occurred.** In addition, Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) should be submitted with the Provider's invoice.

ATTACHMENT H-1

**Subprovider Monitoring System
Commitment Worksheet**

Contract #: _____ Assigned Goal: 6.0% Federally Funded _____ County Funded _____

Prime Provider: Raba Kistner, Inc. Total Contract Amount: \$\$Contract Amt} Prime Provider Info:

DBE _____ HUB _____ Both _____

Vendor ID #: _____ DBE/HUB Expiration Date: _____

(First 11 Digits Only)

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

Subprovider(s) (List All)	Type of Work	Vendor ID # (First 11 Digits Only)	D=DBE H=HUB	Expiration Date	\$ Amount or % of Work *
Subprovider(s) Contract or % of Work* Totals					

*For Work Authorization Contracts, indicate the % of work to be performed by each subprovider.

Total DBE or HUB Commitment Dollars \$0.00 (DBE)

Total DBE or HUB Commitment Percentages of Contract 0% (DBE)

(Commitment Dollars and Percentages are for Subproviders only)

12/06

DBEH1.AT

**ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement**

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). **NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line:** _____ **and attach with the work authorization or supplemental work authorization.**

Contract #: _____ Assigned Goal: 6% Prime Provider Raba Kistner, Inc.

Work Authorization (WA)#: 1 WA Amount: \$2,953,477.12 Date: _____

Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____

Revised WA Amount: _____

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
FC	\$0
FC	\$0
Total Commitment Amount <i>(Including all additional pages.)</i>	\$0

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: Raba Kistner, Inc. Address: 12821 W. Golden Lane San Antonio, Texas 78249 VID Number: PH: & FAX: 210-699-9090 / 210-699-6426 Email: cschultz@rkci.com	Name: <u>Chris L. Schultz</u> <i>(Please Print)</i> Title: <u>President</u> <hr/> Signature Date
DBE/HUB Sub Provider Subprovider Name: VID Number: Address: PH: Email:	Name: _____ <i>(Please Print)</i> Title: _____ <hr/> Signature Date
Second Tier Sub Provider Subprovider Name: VID Number: Address: Phone #& Fax #: Email:	Name: _____ <i>(Please Print)</i> Title: _____ <hr/> Signature Date

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

ATTACHMENT H-3
Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) _____ / _____

Contract #: _____
 Date of Execution: _____
 Prime Provider: Raba Kistner, Inc.
 Work Authorization No. : _____

Original Contract Amount: \$0
 Approved Supplemental Agreements: \$0
 Total Contract Amount: \$0
 Work Authorization Amount: \$0

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining

Fill out Progress Assessment Report with each estimate/invoice submitted, *for all subcontracts*, and forward as follows:

1 Copy with Invoice - Hidalgo County Regional Mobility Authority Office

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

 Print Name - Company Official /DBE Liaison Officer

 Signature

 Phone

 Date

 Email

 Fax

ATTACHMENT H-4

**Subprovider Monitoring System
Final Report**

The Final Report Form should be filled out by the Prime Provider and submitted to the Contract Manager and the Business Opportunity Programs Office for review upon completion of the contract. The report should reflect **all subcontract activity** on the project. The report will aid in expediting the final estimate for payment. If the HUB or DBE goal requirements were not met, documentation supporting good faith efforts must be submitted.

DBE Goal: 6.0 %

OR

HUB Goal: _____%

Total Contract Amount: **\$0**

Total Contract Amount: \${Contract Amt}

Contract Number:

Vendor ID #	Subprovider	Total \$ Amount Paid to Date
TOTAL		

This is to certify that _____% of the work was completed by the HUB or DBE subproviders as stated above.

By: Prime Provider

Per: Signature

Subscribed and sworn to before me, this _____ day of _____, 20__

_____ Notary Public _____ County

My Commission expires: _____

12/06

DBE-H4.A

*Note: HUB certification status can be verified on-line at: <http://www2.cpa.state.tx.us/cmb1/hubonly.html>

Rev. 10/07

ATTACHMENT H-7
DBE CERTIFICATIONS

ATTACHMENT I
CERTIFICATE OF INSURANCE

ATTACHMENT J
CONFLICTS CERTIFICATION

ATTACHMENT J

CONFLICTS CERTIFICATION

1. Business Relationships:

The RMA has adopted a conflict of interest policy which generally requires disclosure of any business relationships with RMA board members or key personnel, as designated on the Authority's website. The Conflict of Interest Policy for Consultants, the list of Board Members and Key Personnel, and the Disclosure Form can be obtained from the RMA website (www.hcrma.net). Engineer all any sub consultants to Engineer shall adhere to this policy and provide any required disclosures.

2. Adverse Matters:

Engineer must disclose conflicts of interest by identifying any matter in which the Engineer becomes adverse to the RMA or the Texas Department of Transportation or to the State of Texas or any of its boards, agencies, commissions, universities, elected or appointed officials, or Hidalgo County during the term of the Agreement.

3. Direct and Indirect Interest:

The Engineer shall ensure that, during the term of the Agreement, the Engineer, including any of its principals, will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of Engineer's obligations under the agreement, including, but not limited to, ownership of property in the right-of-way of any of the independent projects of the Hidalgo County Roadway System. The Engineer warrants that, in the performance of the Agreement, the Engineer shall not employ any person, or subcontract with any entity, having such known interest.

ENGINEER: Raba Kistner, Inc.

BY: _____

DATE: _____

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).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**ATTACHMENT K
DEBARMENT CERTIFICATION**

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects



Quality Assurance
Program for
Design-Bid-Build Projects

May 2019

© 2018 by Texas Department of Transportation
512/506-5802
All Rights Reserved

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

TABLE OF CONTENTS

SECTION 1 - INTRODUCTION	4
1.1 Overview	4
1.2 Support	4
SECTION 2 - ACCEPTANCE PROGRAM	5
2.1 Overview	5
2.2 Sampling and Testing Frequency and Location.....	5
2.3 Documentation.....	5
2.4 Quality Control Sampling and Testing.....	5
2.5 Dispute Resolution.....	5
SECTION 3 - INDEPENDENT ASSURANCE	6
3.1 Overview	6
3.2 Required Frequencies and Activities	6
3.3 Testing Equipment	7
3.4 Testing Personnel	7
3.5 Comparing Test Results.....	8
3.6 Annual Report of IA Program Results	8
SECTION 4 - MATERIALS CERTIFICATION	9
4.1 Overview	9
SECTION 5 - CONFLICT OF INTEREST	10
5.1 Overview	10
SECTION 6 - TECHNICIAN QUALIFICATION PROGRAM.....	11
6.1 Purpose.....	11
6.2 Technician Qualification	11
6.3 Who Must Be Qualified?	11
6.4 Who Can Qualify Sampling and Testing Personnel?.....	11
6.5 Required Certifications for Commercial Laboratory and Contractor Personnel	12
6.6 Qualification Procedure	12
6.7 Provisional Certifications	13
6.8 Responsibility and Documentation.....	14
6.9 Disqualification	14
SECTION 7 - LABORATORY QUALIFICATION PROGRAM	16
7.1 Purpose.....	16
7.2 Laboratory Responsibility	16
7.2.1 CE&I	16
7.2.2 District AO Personnel	16
7.2.3 District Lab Coordinator.....	17

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

7.3	Qualification	17
7.3.1	District Lab Accreditation	17
7.3.2	Commercial Lab and CE&I Qualification Process	18
7.4	Calibration Standards and Frequencies for Laboratory Equipment.....	20
7.5	Non-Compliance.....	20
7.6	Documentation.....	20
7.7	Dispute Resolution.....	21

Appendix A – Acronyms and Definitions

Appendix B – Test Methods for Split/Proficiency Evaluation

Appendix C – IA Annual Report

Appendix D – Material Certification Example Letter for Projects with Federal Oversight

Appendix E – Material Certification Example Letter for Projects with Non-Federal Oversight

Appendix F – Archived Versions

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

SECTION 1 - INTRODUCTION

1.1 Overview

The Texas Department of Transportation (TxDOT) established the Quality Assurance Program (QAP) for Design-Bid-Build (D-B-B) Projects to ensure that materials and workmanship incorporated into highway construction projects are in reasonable conformity with the requirements of the approved plans and specifications, including any approved changes. This program conforms to the criteria in 23 CFR 637 B, where the Materials and Tests Division (MTD) central laboratory will be accredited under the AASHTO Accreditation Program (AAP) which oversees the statewide qualification program.

It consists of an "Acceptance Program" and "Independent Assurance (IA) Program" based on test results obtained by qualified persons and equipment.

The QAP allows for the use of validated Contractor-performed quality control (QC) test results as part of an acceptance decision. It also allows for the use of test results obtained by commercial laboratories in acceptance decisions. The acceptance of all materials and workmanship is the responsibility of the Engineer.

1.2 Support

For more information regarding the information and procedures in the program, contact the Materials and Tests Division (MTD) Administration at 512/506-5843.

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

SECTION 2 - ACCEPTANCE PROGRAM

2.1 Overview

The Quality Assurance Program (QAP) assures materials, incorporated into any highway construction project, are subject to verification sampling and testing, as well as quality control (QC) sampling and testing when required by the specifications.

The District Engineer will delegate an individual at the district level for the accountability of certification verification in SiteManager (SM) and at the laboratory for various project delivery options applicable to the DBB program.

The delegation of authority should encompass a mechanism that provides oversight authority and an audit function to ensure compliance. Additional information can be found in Section 6.7 – Dispute Resolution.

2.2 Sampling and Testing Frequency and Location

Verification sampling and testing will be performed at the location and frequency established in the Department's Guide Schedule of Sampling and Testing for Design-Bid-Build (DBB) Projects (DBB Guide Schedule) or specifications specific to each project.

2.3 Documentation

Testing will be documented within SiteManager on the department approved excel templates. When the tester does not enter test results directly into SM, the hardcopy will need to be scanned and attached to the SM sample documenting the tester's name.

2.4 Quality Control Sampling and Testing

Contractor-performed QC sampling and testing may be used as part of an acceptance decision when required or allowed by specification.

QC sampling and testing personnel, laboratories, and equipment will be qualified in accordance with Section 6 – Technician Qualification Program and Section 7 – Laboratory Qualification Program and will be evaluated under the Independent Assurance Program, as described in Section 3 of this document.

QC test results will be validated by verification test results obtained from independently taken samples. Qualified TxDOT personnel or their designated agents will perform verification sampling and testing.

2.5 Dispute Resolution

When QC test results are used in the acceptance decision, the MTD central laboratory or an accredited independent laboratory approved by MTD will perform the referee testing. The referee laboratory decision will be final.

ATTACHMENT L 2019 Quality Assurance Program for Design Bid Build Projects

SECTION 3 - INDEPENDENT ASSURANCE PROGRAM

3.1 Overview

The Independent Assurance (IA) program evaluates all sampling and testing procedures, personnel, and equipment used as part of an acceptance decision.

The IA program evaluates the qualified sampling and testing personnel and testing equipment and is established using the system approach. The system approach bases frequency of IA activities on time—regardless of the number of tests, quantities of materials, or numbers of projects tested by the individual being evaluated.

3.2 Required Frequencies and Activities

Table 1 gives the frequencies and activities required for evaluating sampling and testing personnel and equipment under the system approach to IA.

Table 1
Frequencies and Activities Required Under IA System Approach

Time	Activity
Before performing acceptance sampling and testing.	Qualification required under <u>Section 6</u> and <u>Section 7</u> of this QAP.
Within 12 months after Observation and Qualification, not to exceed 15 months.	Each qualified technician is required to participate in the first available proficiency or split sample for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 24 months after Observation and Qualification, not to exceed 27 months.	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 36 months of Qualification. (Only required for certifications issued by TxDOT or TXAPA with a 3-year cycle.)	Qualification is again required under <u>Section 6</u> and <u>Section 7</u> of this QAP.
Within 36 months after Observation and Qualification, not to exceed 39 months. (Only required for ACI, which has a 5-year certification cycle.)	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 48 months after Observation and Qualification, not to exceed 51 months. (Only required for ACI, which has a 5-year certification cycle.)	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.

ATTACHMENT L

2019 Quality Assurance Program for Design Bid Build Projects

Within 60 months of qualification (Only required for certifications issued by ACI with a 5-year cycle.)

Qualification is again required under [Section 6](#) and [Section 7](#) of this QAP.

Maintaining technician qualification under the IA system approach requires continuation of the above cycle of qualification and successful split or proficiency sample testing.

3.3 Testing Equipment

MTD will qualify district laboratory testing equipment used for acceptance sampling and testing, in accordance with [Section 7](#) – Laboratory Qualification Program. Any non-TxDOT commercial laboratory used for acceptance sampling and testing must be accredited in accordance with [Section 7.3](#) – Qualification.

MTD may designate the district laboratory to qualify commercial laboratory testing equipment, used for acceptance sampling and testing, in accordance with corresponding calibration test procedures. MTD or TxDOT district laboratory may hire a third-party entity to perform calibration or verification in accordance with corresponding calibration test procedures.

The qualifying authority will qualify testing equipment in accordance with the following guidelines.

- A. Frequency for qualifying sampling and testing equipment must not exceed 1 year.
- B. Calibration or verification is required whenever the laboratory or equipment is moved.

The qualifying authority will evaluate any equipment used to perform verification and QC sampling and testing in making an acceptance decision. This evaluation includes calibration checks and split or proficiency sample tests. The Department test procedures referenced in [Section 7.4](#) – Calibration Standards and Frequencies for Laboratory Equipment give the requirements for, and frequency of, equipment calibrations.

3.4 Testing Personnel

MTD will qualify district and commercial laboratory personnel performing IA activities, in accordance with [Section 6](#) – Technician Qualification Program.

MTD may designate a district laboratory to qualify other Department personnel and accredited commercial laboratory personnel performing IA activities. When a district qualifies commercial laboratory personnel, they must notify MTD in writing.

Individuals performing IA activities will be other than those performing verification or QC testing.

IA personnel will evaluate any individual performing verification or QC sampling and testing. This evaluation includes observations and split or proficiency sample testing.

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

3.5 Comparing Test Results

Comparison of the split sample test results can be used if equipment or procedures issues are suspected. [Appendix B](#) gives the acceptable tolerance limits for comparing test results from split and proficiency samples.

If the comparisons of the test results do not comply with the tolerances, an engineering review of the test procedures and equipment will be performed immediately to determine the source of the discrepancy.

3.6 Annual Report of IA Program Results

MTD will compose and submit an annual report to the Federal Highway Administration (FHWA) summarizing the results of TxDOT's systems approach IA program. See [Appendix C](#) for the annual report form.

This report identifies:

- number of sampling and testing personnel evaluated by the systems approach IA testing;
- number of IA evaluations found to meet tolerances in [Appendix B](#);
- number of IA evaluations found to not meet tolerances in [Appendix B](#); and
- summary of any significant system-wide corrective actions taken.

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

SECTION 4 - MATERIALS CERTIFICATION

4.1 Overview

The TxDOT District Area Engineer or Director of Construction will submit a materials certification letter, conforming in substance to the examples shown in Appendix D or E, as applicable.

For projects with federal oversight, submit the materials certification letter (Appendix D) to the FHWA division administrator, with a copy to MTD.

For non-federal oversight projects, submit the material certification letter (Appendix E) to the TxDOT District Engineer, with a copy to MTD.

Either letter must be submitted at final acceptance of the project.

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

SECTION 5 - CONFLICT OF INTEREST

5.1 Overview

To avoid an appearance of a conflict of interest, any qualified non-TxDOT laboratory will perform only one of the following functions on the same project:

- verification sampling and testing;
- QC sampling and testing;
- IA testing; or
- referee testing.

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

SECTION 6 - TECHNICIAN QUALIFICATION PROGRAM

6.1 Purpose

This program provides uniform statewide procedures for technician qualification to ensure that tests required by the specifications are performed according to the prescribed sampling and testing methods.

6.2 Technician Qualification

Sampling and testing personnel will be qualified to perform sampling and testing for the acceptance of materials in the areas of soils, bituminous, aggregate, and concrete materials.

The test methods for which individuals can be qualified are included in the following series of the TxDOT Test Procedures.

- 100-E Series (Soils)
- 200-F Series (Bituminous)
- 400-A Series (Aggregates and Concrete)
- 500-C Series (Asphalt – Tex-500-C and Tex-530-C)

6.3 Who Must Be Qualified?

Any individual who performs sampling and testing on the materials listed in Section 6.2 – Technician Qualification, for acceptance, must be qualified in each test procedure they perform.

NOTE—Reciprocity may be granted to individuals who have been successfully qualified under another state's program. These situations will be considered on a case-by-case basis and must meet the approval of the Materials and Tests (MTD) Division Director.

6.4 Who Can Qualify Sampling and Testing Personnel?

The following personnel may qualify an individual to perform the required sampling and testing of materials:

- MTD personnel;
- qualified district materials engineer or laboratory supervisor (except as noted below);
- qualified district laboratory personnel who have been authorized by the district materials engineer or laboratory supervisor to qualify others; and
- department-approved entities such as the Texas Asphalt Pavement Association (TXAPA) and the American Concrete Institute (ACI). Certifications received from these institutions may be used to satisfy the written exam and observation part of the Technician Qualification Program.

ATTACHMENT L

2019 Quality Assurance Program for Design Bid Build Projects

NOTE—Each district laboratory will maintain a minimum of one individual qualified by MTD or its designated agent, for each test procedure performed within the district. To perform testing and qualify district personnel for TxDOT concrete test methods, at least one individual from the district laboratory must have the corresponding ACI Field and Strength certifications issued by MTD.

6.5 Required Certifications for Commercial Laboratory and Contractor Personnel

Non-TxDOT laboratory personnel performing sampling and testing for TxDOT, or as required by specification, must obtain and keep current the following certifications pertinent to their scope of testing:

- ACI Concrete Field Testing Technician – Grade I,
- ACI Concrete Strength Testing Technician,
- TXAPA HMA Level 1A – Plant Production Specialist,
- TXAPA HMA Level 1B – Roadway Specialist,
- TXAPA HMA Level 2 – Mix Design Specialist,
- TXAPA SB 101 – Property Specialist,
- TXAPA SB 102 – Field Specialist,
- TXAPA SB 103 – Materials Analysis Specialist,
- TXAPA SB 201 – Strength Specialist,
- TXAPA SB 202 – Compressive Strength Specialist, and
- TXAPA AGG101 -- Aggregate Specialists.

For testing procedures not covered by the above certifications, the following personnel may qualify an individual to perform the required sampling and testing of materials:

- district laboratory personnel who have been authorized by MTD to perform technician qualifications, and
- MTD personnel.

6.6 Qualification Procedure

To qualify, an authorized evaluator must witness an individual successfully perform the specific test and the necessary calculations required to determine specification compliance. Successful performance is defined as demonstrating the ability to properly perform the key elements for each test method. If the individual fails to demonstrate the ability to perform a test, the individual will be allowed one retest per test method at the evaluator's

ATTACHMENT L

2019 Quality Assurance Program for Design Bid Build Projects

convenience. The maximum number of attempts cannot exceed three trials in a 90-day period of time.

In addition to successful performance of a test method, the individual must pass a written examination (minimum score of 80%) administered by an authorized evaluator. The maximum amount of time allocated per test will be one hour. If an individual cannot complete the written test in an hour, it will result in failure. An individual failing the written examination may request a retest. The retest must be scheduled and administered within 30 days of notification of failure; however, the maximum number of attempts cannot exceed three trials in a 90-day period of time.

Under unique circumstances, the qualification authority may grant a verbal examination upon request. The reasons for requesting a verbal examination must be presented and documented before the individual is allowed to take the examination. Should the technician fail the retest examination, the technician will not be allowed to test again unless a written notification is received from the technician's employer or supervisor stating that the technician has received additional training. MTD or its representative will determine the adequacy of the additional training. Failure to pass the third written examination will be considered as failing the entire qualification.

Successful qualification is defined as passing both the written and performance examinations.

In addition, the individual must participate in split or proficiency samples administered by the qualifying authority to validate the qualification as defined in [Appendix B](#). MTD determines the qualifying authority for the split or proficiency sample.

Unless otherwise stated, qualification of an individual is valid for not more than 3 years, after which the individual must be re-qualified. Under the IA system approach, annual split or proficiency evaluations will be required as specified in [Section 3.2](#) – Required Frequencies and Activities. Failure to satisfactorily complete annual split or proficiency testing will result in certification revocation.

6.7 Provisional Certifications

If the required certifications, listed in the [Section 6.5](#) – Required Certifications for Commercial Laboratories and Contractor Personnel, cannot be readily obtained due to course availability, schedule conflicts, or other extenuating circumstances, provisional certifications administered by MTD or TxDOT's district laboratory will be allowed, per the following stipulations:

- provisional certifications must be approved by MTD or TxDOT district laboratory supervisor;
- provisional certifications will be valid for one month after the TXAPA and ACI examination dates; and
- the candidate must show evidence of having enrolled in the required ACI or TXAPA course.

ATTACHMENT L

2019 Quality Assurance Program for Design Bid Build Projects

6.8 Responsibility and Documentation

MTD and the district materials engineer, laboratory supervisor, or designee are responsible for maintaining documentation of all individuals qualified under their authority who perform required tests for acceptance of materials. The CE&I firm shall identify a coordinator with the responsibility to communicate with the Area Office who will then coordinate with the district level person to satisfy the requirements for qualified testers. SiteManager shall be used to send email notification on certification status to the owner (technician) as well as the district level responsible person. TxDOT's SiteManager will be the official system of record for qualified or certified TxDOT and commercial laboratory personnel.

Issuance of qualification certificates by the TxDOT qualifying authority is not required. A qualification summary listing all tests for which an individual is qualified is available in SiteManager and may be printed and signed at the district's discretion. Documentation is to be maintained through the Object Linking and Embedding (OLE) attachment window. This function allows all qualified personnel supporting documentation to be viewed in SM which includes:

- copies of certificates issued by ACI and TXAPA; or
- copies of certificates issued by MTD or TxDOT district laboratory, if issued;
- Quality Assurance Test (QAT) report with clear identification of technician's name, qualifier's name, score, and date taken; and
- original performance examinations for test procedures administered to each technician by the TxDOT qualifying authority, with clear identification of technician's name, qualifier's name, qualification status, and date.

Documentation retention will be for the life of the qualification, as detailed in the State of Texas Records Retention Schedule.

Results of annual proficiency testing administered by MTD or TXAPA will be stored in their respective central repositories through SharePoint. Annual split sample evaluations should be stored in SiteManager.

6.9 Disqualification

Accusations of misconduct by testing technicians are made to the responsible TxDOT district representative and reported to MTD. Table 2 defines the 3 levels of misconduct: neglect, abuse, and breach of trust.

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

Table 2
Levels of Misconduct

Term	Definition
Neglect	Unintentional deviations from testing procedures or specifications.
Abuse	Careless or deliberate deviation from testing procedures or specifications.
Breach of Trust	Violation of the trust placed in the certified technician including, but not limited to, acts such as: <ul style="list-style-type: none">• falsification of records;• being aware of improprieties in sampling, testing, or production by others and not reporting them to appropriate supervisors involved in the project;• re-sampling or retesting without awareness and consent of appropriate supervisors involved in the project; and• manipulating compensation or production.

The certification steering committee will investigate accusations of misconduct with the assistance of the responsible district. Depending on the severity of the misconduct, MTD may impose penalties ranging from a written reprimand, a temporary suspension, or a permanent revocation of the certification, contingent upon the findings of the investigation. A technician with a revoked certification will be removed from the project and will not be allowed to be employed on any TxDOT project statewide.

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

SECTION 7 - LABORATORY QUALIFICATION PROGRAM

7.1 Purpose

This program provides uniform statewide procedures to ensure that laboratory facilities and equipment are qualified for the performance of required sampling and testing methods.

7.2 Laboratory Responsibility

The responsibilities are spread among varying roles and are defined below to achieve a level of quality and to maintain program compliance.

7.2.1 CE&I

The CE&I firm shall:

- determine all test methods and certification requirements for a project and submit to the area office coordinator within ten (10) days after the execution of the contract and before the kick off meeting;
- submit required technician certifications and commercial lab requests submittals to the AO; and
- provide a quality plan to the AO that will demonstrate how quality is to be achieved through acceptance testing, per project. Include how the firm will track and ensure that only certified technicians perform acceptance on equipment that is calibrated and in good working order.

7.2.2 District AO Personnel

The Area Engineer will delegate the District AO coordinator. The AO coordinator shall:

- provide the district lab personnel with monthly status of the CE&I projects;
- provide the district lab contacts for CE&I firms and their commercial labs;
- invite the district lab personnel to the kick off and associated preconstruction meetings;
- will forward all CE&I technician certifications and laboratory submittals or requests to the district lab;
- will review the CE&I project specific testing, certification, and equipment needs; and
- submit the CE&I's quality plan to the district lab.

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

7.2.3 District lab coordinator

The district lab coordinator shall:

- review and make recommendations to the AO coordinator for approval or rejection of the CE&I quality plan;
- coordinate the inspection of the commercial lab facility and equipment once the quality plan has been approved;
- communicate the status of the inspection with the CE&I firm;
- use SM to auto notify the owner (technician) and the district lab designee before certification expiration; and
- conduct an internal review for continual compliance for all levels of certifications annually.

7.3 Qualification

All laboratories performing sampling and testing for TxDOT require qualification. These include, but are not limited to the following:

- Materials and Tests Division (MTD) central laboratory;
- District laboratories;
- area or project laboratories (including field laboratories at hot mix and concrete plants);
- MTD field laboratories; and
- commercial laboratories.

7.3.1 District Lab Accreditation

MTD is responsible for accrediting the district and MTD field laboratories. Upon completion of the laboratory accreditation process, the district lab is assigned a rating. The rating system identified in Table 3 is based on the associated risks to the department.

Table 3
Rating Legend

Number	Rating Legend
1	Excellent review with minor or no deficiencies notated.
2	Several deficiencies or repetitive observation were notated.
3	A level of negligence was found programmatically violating compliance requirements.

ATTACHMENT L

2019 Quality Assurance Program for Design Bid Build Projects

Each laboratory inspection summarizes the accreditation visit where a finding is classified as either a deficiency or an observation, defined as follows:

Deficiency: A finding that indicates policy or practice contrary to the requirements of the applicable test methods or documented quality procedures.

Observation: Observations are intended as comments for improvements relating to specific technical information to offer recommendations for best practice. Specifically, observations are noted for any technically related deficiencies where judgment and experience indicate it is not likely to affect the laboratory's ability to produce valid and accurate test results.

Resolution of Findings

A corrective action report (CAR) and supporting documentation is collectively submitted to MTD to address the findings notated in the report. The CAR will document actions that have been taken to prevent reoccurrence and to show a formal resolution to the findings.

Deficiencies:

Deficiencies require a formal written response describing the corrective actions taken or planned and enough documentation, i.e., records, copies of new or revised procedures, equipment invoices, or photographs to substantiate actions taken. Corrective actions should be permanently implemented to prevent recurrence of the problem.

Observations:

No written response is required for findings identified as observations. The laboratory should; however, take necessary corrective action to address the observation to prevent possible recurrence. Repeat observations may result in deficiencies.

The resolution should be completed in 21 days from the issuance of the report. If the laboratory cannot satisfy the findings in the report, an extension may be requested for additional time to resolve any outstanding or pending findings. Additional time extensions may be granted on a case by case scenario but should not exceed 90 days. When the findings cannot be resolved within the 90-day period, the MTD Division Director (DD) will escalate the outstanding issues at his discretion to the DOC or DE as needed. See Section 7.5 - Non-Compliance.

7.3.2 Commercial Lab and CE&I Qualification Process

At the district level, the district laboratory will be the qualifying authority for area office and commercial laboratories, only in the areas for which the district laboratory is accredited. They are also responsible for participating and conducting a peer review that will include a minimum of two projects conducted by CE&I firms to ensure program compliance. The peer review shall be documented and conducted within 12-24 months after MTD conducts the QAP district accreditation.

ATTACHMENT L

2019 Quality Assurance Program for Design Bid Build Projects

When a district qualifies a commercial laboratory, they must notify MTD in writing and submit a copy of the laboratory qualification certificate. A directory of all TxDOT-qualified laboratories is available through the MTD crossroads intranet.

The laboratory qualifying authority will use Form 2682, "Quality System Inspection – Commercial Laboratory," to document the following:

- identify the scope of testing to be performed;
- verify that test methods used to perform tests are available and current;
- document that the laboratory has the required equipment to perform the tests;
- check the calibration or verification records for each piece of equipment, to include:
 - description of equipment,
 - identification of any traceable standard used,
 - frequency of calibration,
 - date of calibration,
 - date of last calibration,
 - date of next calibration,
 - calibrating technician,
 - procedure used to calibrate or verify equipment, and
 - detailed results of calibration; and
- verify that the laboratory has qualified or certified technicians to perform required testing.

In addition, all equipment may be subject to calibration verification or other inspection by the qualifying authority. Laboratories performing acceptance sampling and testing should use results from TxDOT's Material Producer List (MPL), and perform materials sampling and testing in accordance with TxDOT's DBB Guide Schedule. Materials that are not monitored or not pre-approved by TxDOT are subject to sampling and testing as part of the acceptance program, except as noted in the DBB Guide Schedule remarks.

NOTE—Project or field laboratories performing Tex-113-E, Tex-117-E, and Tex-242-F tests must be an approved laboratory from TxDOT's MPL.

Laboratories are qualified every 3 years, at a minimum, although accreditation may be an ongoing process. Calibration or verification is required whenever laboratory or equipment is moved or per the minimum laboratory standards defined in [Section 7.4](#) – Calibration Standards and Frequencies for Laboratory Equipment.

ATTACHMENT L

2019 Quality Assurance Program for Design Bid Build Projects

An annual internal audit should be conducted by designated staff to ensure continual compliance with technician records and equipment intervals. The following are tools and resources available to aid in managing the program for compliance:

- SM Material Users Query that allows filtering to determine expiring certifications, and
- Form 2682.

7.4 Calibration Standards and Frequencies for Laboratory Equipment

The standards for calibration and the frequencies for laboratory equipment calibrations are shown in:

- Tex-198-E, "Minimum Standards for Acceptance of a Laboratory for Soils and Flexible Base Testing,"
- Tex-237-F, "Minimum Standards for Acceptance of a Laboratory for Hot Mix Testing,"
- Tex-498-A, "Minimum Standards for Acceptance of a Laboratory for Concrete and Aggregate Testing," and
- Tex-900-K Series, procedures for calibrating, verifying, and certifying equipment and devices.

7.5 Non-Compliance

A laboratory that does not meet all the above requirements is subject to disqualification or suspension.

Any equipment in a qualified laboratory failing to meet specified equipment requirements for a specific test method will not be used for that test method. MTD or the TxDOT district laboratory responsible for the certification or audit will immediately notify all applicable Area Offices of non-conformance for those test methods.

7.6 Documentation

The qualifying authority is responsible for verifying that laboratories are qualified to perform sampling and testing. Documentation will be required to be kept by the qualifying authority and the qualified laboratory. Calibration records will be maintained for a minimum of 10 years. Upon satisfactory completion of the laboratory qualification process, the qualifying authority will issue a certificate within 14 days covering the scope of testing in which the laboratory has been qualified, with a copy to MTD.

Laboratory qualification documentation to be maintained by the qualifying authority includes:

- availability and calibration or verification records for each piece of equipment;
- personnel qualified or certified to perform required testing; and

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

- copy of laboratory qualification certificate issued.

7.7 Dispute Resolution

The next higher qualification authority will resolve disputes concerning calibration and verification of equipment. For disputes that cannot be resolved at the district level, MTD will be the final authority.

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

Appendix A
Acronyms and Definitions

The following terms and definitions are referenced in this document and have the meanings set forth below.

AAP	AASHTO Accreditation Program (AASHTO resource and CCRL)
AASHTO	American Association of State Highway Transportation Officials
ACI	American Concrete Institute
AO	Area Office
AQMP	Aggregate Quality Monitoring Program
CAR	Corrective Action Report
CCRL	Concrete and Cement Reference Laboratory
CE&I	Construction Engineering and Inspection
CFR	Code of Federal Regulations
MTD	Materials and Tests Division
CMEC	Construction Materials Engineering Council
FHWA	Federal Highway Administration
HMA	Hot-Mix Asphalt
HMAC	Hot-Mix Asphalt Center
IA	Independent Assurance
L-A-B	Laboratory Accreditation Bureau
MPL	Material Producer List
QAP	Quality Assurance Program
QAT	Quality Assurance Test
QC	Quality Control
SM	SiteManager
TXAPA	Texas Asphalt Pavement Association
TxDOT	Texas Department of Transportation

Abuse—Careless or deliberate deviation from testing procedures or specifications.

Acceptance Program—All factors that comprise TxDOT's program to determine the quality of the product as specified in the contract requirements. These factors include verification sampling, testing, and inspection and may include results of QC sampling and testing.

ATTACHMENT L

2019 Quality Assurance Program for Design Bid Build Projects

Accredited Laboratories—Laboratories that are recognized by a formal accrediting body as meeting quality system requirements including demonstrated competence to perform standard test procedures.

Breach of Trust—Violation of the trust placed in the certified technician including, but not limited to, acts such as: falsification of records; being aware of improprieties in sampling, testing, or production by others and not reporting them to appropriate supervisors involved in the project; re-sampling or retesting without awareness and consent of appropriate supervisors involved in the project; and manipulating compensation or production.

Certified Technician—A technician certified by some agency as proficient in performing certain duties.

Independent Assurance (IA) Program—Activities that are an unbiased and independent evaluation of all the sampling and testing procedures, equipment, and personnel qualifications used in the acceptance program.

Material Producer List (MPL)—TxDOT-approved products and materials from various manufacturers and producers are located at:
<http://www.txdot.gov/business/resources/producer-list.html>

Neglect—Unintentional deviations from testing procedures or specifications.

Proficiency Samples—Homogenous samples that are distributed and tested by 2 or more laboratories or personnel. The test results are compared to assure that the laboratories or personnel are obtaining the same results.

Qualified Laboratories—Laboratories that are capable as defined by appropriate programs established by TxDOT. As a minimum, the qualification program must include provisions for checking testing equipment, and the laboratory must keep records of calibration checks.

Qualified Sampling and Testing Personnel—Personnel who are capable as defined by appropriate programs established by TxDOT.

Quality Assurance (QA)—All planned and systematic actions necessary to provide confidence that a product or service will satisfy given requirements for quality.

Quality Control (QC)—All Contractor operational techniques and activities performed or conducted to fulfill the contract requirements.

TxDOT Standard Specifications—the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the Texas Department of Transportation, including all revisions thereto applicable on the effective date of the contract documents.

Verification Sampling and Testing—Sampling and testing performed to verify the quality of the product.

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

Appendix B
Test Methods for Split or Proficiency Evaluation

After observation and qualification, each qualified technician is required to participate annually in one proficiency or split sample test for each test method requiring independent assurance. Split sample test results must compare to the independent assurance test results below. Proficiency sample test results must be within ± 2 standard deviations of the proficiency sample mean.

Laboratory Testing Procedures and Tolerance Limits

Test Procedure	Description	Tolerance
Tex-104-E	Liquid Limit of Soils	15% of mean ¹
Tex-105-E	Plastic Limit of Soils	15% of mean ¹
Tex-106-E	Plasticity Index of Soils	20% of mean ¹
Tex-107-E	Bar Linear Shrinkage of Soils	$\pm 2\%$
Tex-110-E	Particle Size Analysis of Soils, Part I	> No. 4 sieve: $\pm 5\%$ points
		\leq No. 4 sieve: $\pm 3\%$ points
Tex-113-E	Moisture-Density Relationship of Base Materials	Density ± 2.0 PCF
		Moisture Content $\pm 0.5\%$
Tex-117-E	Triaxial Compression for Disturbed Soils and Base Materials, Part II	Strength ± 15 psi
		Moisture Content $\pm 0.5\%$
Tex-200-F	Asphaltic Concrete Combined Aggregate	>5/8" sieve: $\pm 5.0\%$ points (individual % retained)
		$\leq 5/8$ " sieve-No. 200: $\pm 3.0\%$ (individual % retained)
		Passing No. 200: $\pm 1.6\%$ points
Tex-206-F	Compacting Test Specimens of Bituminous Mixtures	$\pm 1.0\%$ laboratory-molded density in accordance with Tex-207-F
Tex-207-F	Determining Density of Compacted Bituminous Mixtures	Laboratory-Molded Density: $\pm 1.0\%$
		Laboratory-Molded Bulk Specific Gravity: ± 0.020
		In-place air voids (cores): $\pm 1.0\%$
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	± 0.020
Tex-236-F	Asphalt Content of Asphalt Paving Mixtures by the Ignition Method	$\pm 0.3\%$

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

Test Procedure	Description	Tolerance
Tex-241-F	Compacting Bituminous Specimens Using the Superpave Gyratory Compactor (SGC)	± 1.0% laboratory-molded density in accordance with Tex-207-F
Tex-418-A	Compressive Strength of Cylindrical Concrete Specimens	17% of mean ¹ (4 × 8" specimen)
		14% of mean ¹ (6 × 12" specimen)

1. The difference between compared test results must not exceed the indicated percentage of the mean of the compared test results, where the mean is the average of the two test results.

EXAMPLE: Plasticity Index

Tolerance = 20% of the mean

Technician test value	18
IA technician test value	22
Mean	20
20% difference	4

Both values are within 20% of the mean.

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

Appendix C
IA Annual Report

{Date}

Thomas L. Smith
Independent Assurance Program Manager
Materials and Tests Division (MTD)
Texas Department of Transportation
125 East 11th Street
Austin, TX 78701

RE: Annual Report of Independent Assurance (IA) Program Results – {Project Name}

Dear Mr. Smith:

In accordance with the requirements set forth in the TxDOT Quality Assurance Program for Design-Bid-Build Projects, the information below summarizes the results of system approach independent assurance (IA) testing conducted by our firm on the {Project Name} project for calendar year {XXXX}.

Independent Assurance Program Results – {Year}	
IA Activities	{Project Name}
1. Number of personnel evaluated under system approach.	
2. Number of IA evaluations meeting tolerance.	
3. Number of IA evaluations not meeting tolerance.	
4. <u>Corrective actions:</u>	

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

Appendix D
Materials Certification Example Letter for Projects with Federal Oversight

{Date}

Al Alonzi
FHWA Texas Division Administration
FHWA Texas Division Office
300 East 8th Street
Austin, TX 78701

RE: Materials Certification Letter

Project: SH Contract No.:
CSJ:
HWY:
County:
Federal-Aid Project No.:

Dear Mr. Alonzi:

This letter is to certify:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and in the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications.

Both the Acceptance and Verification results were evaluated by an independent assurance sampling and testing program, the results of which were submitted to FHWA by the department in the Annual Report of Independent Assurance Program Results and independent of this materials certification.

- Exceptions to the plans and specifications are explained on the back hereof (or on attached sheet).
- There are no exceptions to the plans and specifications on this project.

Sincerely,
{TxDOT District Area Engineer or Director of Construction}, P.E.
{Title}

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

Appendix E
Materials Certification Example Letter for Projects with Non-Federal Oversight

{Date}

{TxDOT District Engineer}
{Title}

RE: Materials Certification Letter

Project: SH Contract No.:
CSJ:
HWY:
County:

Dear Mr. {District Engineer}:

This letter is to certify:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and in the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications.

Both the Acceptance and Verification results were evaluated by an independent assurance sampling and testing program, the results of which were submitted to MTD in the Annual Report of Independent Assurance Program Results and independent of this materials certification.

- Exceptions to the plans and specifications are explained on the back hereof (or on attached sheet).
- There are no exceptions to the plans and specifications on this project.

Sincerely,
{TxDOT District Area Engineer or Director of Construction}, P.E.
{Title}

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

Appendix F
Archived Versions

The following archived versions of this document are available.

- Effective January 2016–April 2018:
ftp://ftp.dot.state.tx.us/pub/txdot-info/cst/cap_dbb_0116.pdf

GUIDE SCHEDULE OF SAMPLING & TESTING FOR DESIGN BID-BUILD (DBB) PROJECTS - (DBB Guide Schedule)

JUNE 28, 2019



ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

Using the Guide Schedule

Research of sampling and testing rates, listed for project tests in the following Guide Schedule, show that the Department's and the Contractor's risk of either rejecting "good" material or accepting "bad" material range from 20% to 40%.

To reduce this risk, we recommend that the sampling rate be increased during initial production. A four-fold increase in testing frequency will generally reduce risk to approximately 5%. The intent of increasing testing, at the start of production, is to insure the Contractor's processes are in control and to establish acceptability requirements early.

There is a need to increase the frequency of testing for high-variability materials and when testing results do not meet specifications. The Engineer may require the Contractor to reimburse the Department for costs resulting from failing test results, in accordance with the specifications.

Materials incorporated in TxDOT projects are subjected to various quality assurance procedures such as testing (as outlined in this document), certification, quality monitoring, approved lists, etc. The Engineer and testing staff should familiarize themselves with materials to be used before work begins by reviewing the specifications and this document. Discuss material testing requirements with the Contractor.

Other testing required by the specifications, but not shown in the DBB Guide Schedule, should be performed at a frequency necessary to provide adequate confidence that materials meet specifications.

NOTE—The TxDOT District Area Engineer or Director of Construction must submit a "Materials Certification Letter" at final acceptance of the project. The intent of this letter is to ensure that the quality of all materials incorporated into the project is in conformance with the plans and specifications, thus ensuring a service life equivalent to the design life. Any material represented by an acceptance test, that does not meet the criteria contained in the plans and specifications, is considered an exception. Exceptions must be listed in the materials certification letter. For projects with federal oversight, submit the materials certification letter (See Appendix D of DBB QAP) to the FHWA division administrator, with a copy to the Materials and Tests Division (MTD). For non-federal oversight projects, submit the material certification letter (Appendix E of DBB QAP) to the TxDOT District Engineer, with a copy to MTD. Refer to section 4.1 of the "Quality Assurance Program for Design-Bid-Build Projects" (DBB QAP).

Assuring the quality of the product and proper incorporation of materials into the project begins with proper sampling practices. Sampling, testing, and construction inspection must be performed collaboratively to assure the specific attributes of the finished product reflect quality workmanship. Sampling guidance for hot-mix asphalt is contained in Tex-225-F, "Random Selection of Bituminous Mixture Samples," and the respective specification for that material. All remaining materials are covered by method and materials specifications, to which the following applies.

ATTACHMENT M

2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.

Testing frequency may need to be increased for high material variability or when test results approach specification limits.

For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows:

- Soils/flexible base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed.
- Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
- Concrete (structural and miscellaneous): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Tests for slump, air, and temperature should be done often to ensure the consistent control of the concrete production (not applicable to miscellaneous concrete).

This Guide Schedule is applicable to all contracts associated with the 2014 Standard Specifications.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES					
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
			LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	
EMBANKMENT (CUTS & FILLS)	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or project site (B)	Materials with PI ≤ 15: 10,000 CY	For Type A embankment or when required by the plans. This test may be waived for embankment cuts as directed by the Engineer. Determine a new liquid limit and plasticity index for each different material or notable change in material. Sample in accordance with Tex-100-E.
	Plasticity Index (A)	Tex-106-E		Materials with PI > 15: 5,000 CY	
	Gradation	Tex-110-E		Each 10,000 CY	When shown on plans. This test may be waived for embankment cuts, as directed by the Engineer. Sample in accordance with Tex-100-E.
	Moisture/Density	Tex-114-E		As directed by the Engineer	Not required for ordinary compaction. Determine a new optimum moisture and maximum density for each different material or notable change in material. Sample in accordance with Tex-100-E.
	In-place Density (A)	Tex-115-E	As directed by the Engineer	Fill: each 5,000 CY min. 1 per lift. Cut: each 6,000 LF	Not required for ordinary compaction. Determine a new optimum moisture and maximum density according to Tex-114-E for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum, lime, cement, and iron ore tend to bias the counts for nuclear density gauges.
RETAINING WALL (NON-SELECT BACKFILL)	As shown above for Embankment (Cuts and Fills)		As shown above for Embankment (Cuts and Fills)	As shown above for Embankment (Cuts and Fills)	Sample in accordance with Tex-100-E.
RETAINING WALL (SELECT BACKFILL)	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	Required only for Type CS backfill. Test the fraction of material finer than the No. 200 sieve. Sample in accordance with Tex-400-E.
	Gradation	Tex-110-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	Required only for Drainage Aggregate. Sample in accordance with Tex-400-A.
		Tex-401-A			Required only for Select Backfill. Sample in accordance with Tex-400-A.
Resistivity (A)	Tex-129-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	For material with resistivity between 1,500 and 3,000 ohm-cm, determine chloride and sulfate content, as specified in Item 423. Sample in accordance with Tex-400-A.	

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
RETAINING WALL (SELECT BACKFILL) (continued)	pH (A)	Tex-128-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Magnesium Soundness	Tex-411-A	During stockpiling operations, or from completed stockpile	1 per source, per project	Test when backfill sources appear to contain particles such as shale, caliche, or other soft, poor-durability particles. Sample in accordance with Tex-400-A.
	Micro-Deval	Tex-461-A	During stockpiling operations, or from completed stockpile	1 per source, per project	May be used as an alternate to the magnesium soundness only when the % loss from the micro-deval is not greater than 20%. When the % loss from the micro-deval is greater than 20%, the magnesium soundness governs aggregate verification. Sample in accordance with Tex-400-A.
	In-place Density (A)	Tex-115-E	As directed by the Engineer.	1 per backfill lift, per wall	Not required for rock backfill. For walls greater than 500 ft. in length, perform one test per lift for every 500 ft. in length. (F) Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E for each different material or notable change in material and adjust the density accordingly.
UNTREATED BASE COURSES	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	
	Gradation (A)	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Moisture/Density	Tex-113-E	From completed stockpile at the source (E)	Each 20,000 CY	Not required for ordinary compaction. Sample in accordance with Tex-400-A.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I - EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
UNTREATED BASE COURSES (Continued)	Wet Ball Mill (A)	Tex-116-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1-2 and 5, and as shown on the plans for Grade 4. Sample in accordance with Tex-400-A.
	Strength (A)	Tex-117-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1-2 and 5, and as shown on the plans for Grade 4. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY. Sample in accordance with Tex-400-A.
	In-place Density (A)	Tex-115-E	As directed by the Engineer	Each 3,000 CY, min. 1 per lift	Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum, lime, cement, and iron ore tend to bias the counts for nuclear density gauges.
	Thickness (A)	Tex-140-E	As directed by the Engineer	Each 3,000 CY	Not required where survey grade control documents are compliant.
	Ride Quality (A)	Tex-1001-S Surface Test, Type B	Final riding surface of travel lanes		This applies to the final travel lanes that receive a 1- or 2-course surface treatment for the final surface, unless otherwise shown on the plans.
TREATED SUBGRADE AND BASE COURSES	SUBGRADE BEFORE TREATMENT	Organic Content	As directed by the Engineer	1 per project, per source or as directed by the Engineer	Required for existing subgrade material and material imported from a borrow source. Soil survey and geologic maps may be used to determine sampling locations. Sample in accordance with Tex-100-E.
		Sulfate Content	As directed by the Engineer	1 per 500 feet or 5,000 CY	Required for existing subgrade material and material imported from a borrow source. Soil survey and geologic maps may be used to determine sampling locations. Sample in accordance with Tex-100-E.
	NEW BASE MATERIAL	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I - EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
NEW BASE MATERIAL (Continued)	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	
	Gradation (A)	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Wet Ball Mill (A)	Tex-116-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1-2 and 5, and as shown on the plans for Grade 4. Sample in accordance with Tex-400-A.
	Strength (A)	Tex-117-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1-2 and 5, and as shown on the plans for Grade 4. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY.
TREATED SUBGRADE AND BASE COURSES (Continued)	LIME	Compliance with DMS-6350	Tex-600-J	During delivery to project	Commercial Lime Slurry: each 200 tons of lime Carbide Lime Slurry: each 100 tons of lime Sample in accordance with Tex-600-J. Verify the source is listed on the current Material Producer List for Lime. Only materials appearing on the Material Producer List will be accepted. Sample frequency for Carbide Lime Slurry may be increased as directed by the Engineer. For Hydrated Lime and Quick Lime, project testing is not required but it is encouraged to sample and test the material at a rate of 1 per project as a best practice.
	CEMENT	Compliance with DMS-4600		Railroad car, truck, or cement bins	Verify the source is listed on the current Material Producer List for Cement. If not, sample and test in accordance with DMS-4600. (C)
	FLY ASH MATERIAL	Compliance with DMS-4615		Project samples at location directed by the Engineer	Verify the source is listed on the current Material Producer List for Fly Ash. Only materials from MTD approved sources appearing on the Material Producer List for Fly Ash will be accepted. Project testing is not required but it is encouraged to sample and test the material at a rate of 1 per project as a best practice. (C)

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I - EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES						
			PROJECT TESTS			
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS	
TREATED SUBGRADE AND BASE COURSES (Continued)	COMPLETE MIXTURE	Pulverization Gradation	Tex-101-E, Part III	Roadway, after pulverization and mixing	As necessary for control	At the beginning of the project, one test must be made for each 4,500 CY or 6,000 tons until the Engineer is satisfied that acceptable pulverization results are being obtained. Sample in accordance with Tex-100-E.
		Moisture/Density Curve and Strength	Tex-120-E, Part II, or Tex-121-E, Part II	From roadway windrow after treatment (E)	Each 20,000 CY	Not required for ordinary compaction. Determine a new moisture/density curve for each different or notable change in material. Perform Tex-120-E, Part II, for Cement Treated Material, and Tex-121-E, Part II, for Lime, Lime-Fly Ash, or Fly Ash Treated Material. If Tex-120-E, Part I, Tex-121-E, Part I, or Tex-127-E is performed before the project, this test may be waived. Sample in accordance with Tex-100-E.
		Moisture/Density Curve and Strength	Tex-120-E, Part I, Tex-121-E, Part I, or Tex-127-E	From roadway before treatment	As necessary for control	Perform Tex-120-E, Part I, on cement treated material, and Tex-121-E, Part I, for lime-fly ash or fly ash treated material. Verifies the field strength by comparing results from the mix design. Performed at the direction of the Engineer and when notable change in material, as described above for Part II of the test procedures. Sample in accordance with Tex-100-E.
		In-place Density (A)	Tex-115-E	As directed by the Engineer	Each 3,000 CY, min 1 per lift	Determine the appropriate moisture/density curve for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Stabilizers and materials such as RAP, gypsum, and iron ore tend to bias the counts for nuclear density gauges.
		Thickness (A)	Tex-140-E	As directed by the Engineer	Each 3,000 CY	Not required where survey grade control documents are used for compliance.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES					
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
			LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	
RECLAIMED ASPHALT PAVEMENT (RAP), CRUSHED CONCRETE, and RECYCLED MATERIALS	Sulfate Content	Tex-145-E	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished recycled material, including crushed concrete. Not required for RAP. Sample in accordance with Tex-400-A.
	Deleterious Material	Tex-413-A	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished recycled material, including crushed concrete. Sample in accordance with Tex-400-A.
	Decantation	Tex-406-A	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished RAP. Sample in accordance with Tex-400-A.

TABLE I – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager (SM), in the remarks field, and on the end of the Project Materials Certification Letter.
B	Engineer will select any of these locations or any combinations thereof with the provision that the initial sample will be obtained from the completed stockpile at the source and at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: <ul style="list-style-type: none"> • Soils/Flexible Base: For gradation, liquid limit, and plastic limit, vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed. • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
E	The Engineer will sample from the completed stockpile at the source and test before placement.
F	Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IA - ASPHALT TREATED BASE (Plant Mix)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or before mixing	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or before mixing	Each 5,000 CY	
	Wet Ball Mill (A)	Tex-116-E	During stockpiling operations, from completed stockpile, or before mixing	1 per project, per source	Sample in accordance with Tex-400-A. (B)
LIME	Compliance with DMS-6350		During delivery to the project	Hydrated Lime: 1 per project Commercial Lime Slurry: each 200 tons of lime (D) Carbide Lime Slurry: each 100 tons of lime (D) Quick Lime: 1 per project	On projects requiring less than 50 tons, material from MTD approved sources may be accepted on the basis of Producer's Certification without sampling.
RECLAIMED ASPHALT PAVEMENT (RAP), and RECYCLED AGGREGATE	Decantation	Tex-406-A, Part I	During stockpiling operations, from completed stockpile, or before mixing	Each 10,000 CY	Sample in accordance with Tex-400-A.
RECYCLED ASPHALT SHINGLES (RAS)	Decantation	Tex-217-F, Part III	During stockpiling operations, from completed stockpile, or before mixing	Each 10,000 CY	Sample in accordance with Tex-400-A.
ASPHALT BINDER	Compliance with Item 300		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SiteManager (SM) Assistant. The Engineer must associate one QM sample per project in SM.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IA - ASPHALT TREATED BASE (Plant Mix)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
TACK COAT	Compliance with Item 300		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample per project in SM.
COMPLETE MIXTURE	Gradation (A)	Tex-200-F, Part I	Plant Mix (C)	20,000 CY (25,000 tons)	Sample in accordance with Tex-222-F. Determine the gradation of the aggregate from the complete mixture tested in accordance with Tex-236-F.
	Laboratory Density (A)	Tex-126-E	Plant Mix (C)	20,000 CY (25,000 tons)	Sample in accordance with Tex-222-F.
	Percent Asphalt (A)	Tex-236-F	Plant Mix (C)	Each 1,500 CY (2,000 tons) or days production	Determine an asphalt content correction factor for ignition oven at a minimum of one per project. Sample in accordance with Tex-222-F.
	Indirect Tensile Strength - Dry	Tex-226-F	Plant Mix	1 per project, per design	Sample in accordance with Tex-222-F.
	Moisture Susceptibility	Tex-530-C	As directed by the Engineer	1 per project, per design	This test may be waived, when shown on the plans. Sample in accordance with Tex-222-F.
ROADWAY	In-Place Air Voids (A)	Tex-207-F	Roadway cores, as directed by the Engineer (C, D)	Each 3,000 CY, min 1 per lift	Not required for ordinary compaction or when air void requirements are waived. Sample in accordance with Tex-222-F.
	Ride Quality	Tex-1001-S Surface Test, Type A	On Finished Surface		Unless otherwise shown on the plans.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IA - FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager (SM), in the remarks field, and on the end of the Project Materials Certification Letter.
B	Engineer will select any of these locations or any combinations thereof with the provision that at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
C	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: <ul style="list-style-type: none"> • Soils/Flexible Base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed. • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE II - SEAL COAT					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE	Gradation (A)	Tex-200-F, Part I	Stockpile (At source or at point of delivery)	Each 1,000 CY	Rate may be reduced to each 2,000 CY if the Engineer approves a contractor quality control plan. Sample in accordance with Tex-221-F.
	L. A. Abrasion (A)	Tex-410-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. (B)
	Magnesium Soundness (A)	Tex-411-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. (B)
	Surface Aggregate Classification (A)	Tex-612-J, Tex-411-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. (B)
	Pressure Slake (A)	Tex-431-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Freeze Thaw (A)	Tex-432-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Unit Weight	Tex-404-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	24 hr. Water Absorption (A)	Tex-433-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Crushed Face Count	Tex-460-A, Part I	Stockpile	1 per 20,000 CY	Only required for crushed gravel. Sample in accordance with Tex-221-F.
	Deleterious Material (A)	Tex-217-F, Part I	Stockpile	1 per 10,000 CY	Not required for lightweight aggregate. Sample in accordance with Tex-221-F.
	Decantation (A)	Tex-406-A	Stockpile	1 per 10,000 CY	Sample in accordance with Tex-221-F.
Flakiness Index	Tex-224-F	Stockpile	Frequency as directed by the Engineer	Sample in accordance with Tex-221-F.	

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE II - SEAL COAT					
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
			LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	
AGGREGATE (Continued)	Micro Deval	Tex-461-A	Stockpile	1 per project or as necessary for control	Compare result to published value listed on the current Material Producer List for BRSCQ. Submit sample to MTD for Soundness and L.A. Abrasion testing when results differ by more than 3% points, unless otherwise directed by the Engineer. Sample in accordance with Tex-221-F.
	White Rock Count	Tex-220-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when MTD provides inspection at the plant. Sample in accordance with Tex-221-F.
	Naturally Impregnated Bitumen Content	Tex-236-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when MTD provides inspection at the plant. Sample in accordance with Tex-221-F.
PRECOATED AGGREGATE	Asphalt Content	Tex-210-F	Stockpile	Frequency as directed by the Engineer when a target value is specified	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample asphalt binder in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample per project in SM.

TABLE II - FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
C	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: <ul style="list-style-type: none"> • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE III - HYDRAULIC CEMENT CONCRETE - STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)						
			PROJECT TESTS			
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS	
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation (B)	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Sieve Analysis (A) (B)	Tex-401-A		Each 1,000 CY of concrete (each source)	Test combined aggregate when used. Sample in accordance with Tex-400-A.
		Deleterious Materials (B)	Tex-413-A		1 per project or as necessary for control	Sample in accordance with Tex-400-A.
		Los Angeles Abrasion (A) (B)	Tex-410-A		One, each source	Verify the value of the source, as listed on the current Material Producer list for CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex- 499-A. Sample in accordance with Tex-400-A. (C)
		Magnesium Soundness (A) (B)	Tex-411-A		One, each source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. (C)
	FINE AGGREGATE	Sand Equivalent (B)	Tex-203-F	From stockpile at concrete plant	1 per project or as necessary for control	Test combined aggregate when used. Sample in accordance with Tex-400-A.
		Organic Impurities (B)	Tex-408-A		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis (A) (B)	Tex-401-A		Each 1,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Fineness Modulus (B)	Tex-402-A		1 per project or as necessary for control	Test combined aggregate when used. Test to confirm material variability when strength values are in question. Sample in accordance with Tex-400-A.
		Deleterious Material (B)	Tex-413-A		1 per project or as necessary for control	Test to confirm material variability when strength values are in question. Sample in accordance with Tex-400-A.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)						
			PROJECT TESTS			
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MINERAL AGGREGATE (Continued)	FINE AGGREGATE (Continued)	Acid Insoluble Residue (A) (B)	Tex-612-J		Two, each source	Only for concrete subject to direct traffic. Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A (C)
SILICA FUME		Compliance with DMS-4630 (A)		Railroad car, truck, bags or silos	1 per project, per class of concrete (For each type and brand)	Provide MTD with one 4 x 8 concrete sample for silica fume dispersion verification. Verify the source is listed on the Material Producer List for Silica Fume. Sample in accordance with Tex-300-D.
METAKAOLIN		Compliance with DMS-4635 (A)		Railroad car, truck or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-300-D.
MIX DESIGN		Compliance with Standard Specification Item 421.4.A		At source (if not approved)	Min. 1 design per class, per source	Verify if cement, fly ash, slag cement, and chemical admixture sources are listed on the Material Producer Lists. If not, sample and submit to MTD for testing. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT). Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash.
JOINT MATERIAL		Compliance with DMS-6300				Verify the source is listed on the Material Producer List for Joint Sealers. If not, sample and test before use in accordance with DMS-6310. (C) Sample in accordance with Tex-500-C.
CURING COMPOUND		Compliance with DMS-4650		Sampled at jobsite; tested by MTD. See remarks.	When requested by MTD	Only products listed on the Material Producer List for Concrete Curing Compounds will be allowed. When sample is requested by MTD, sample in accordance with Tex-718-I. Ensure container has been agitated and mixed before sampling. (C)
EVAPORATION RETARDANTS		Compliance with DMS-4650				Only products listed on the Material Producer list for Evaporation Retardants will be allowed. (C)
REINFORCING STEEL		Compliance with the Std. Specifications & Spec. Provisions	As Specified			Only materials from MTD approved sources listed on the Material Producer Lists for Reinforcing Steel Mills and Seven Wire Steel Strand will be allowed. (C)

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE III - HYDRAULIC CEMENT CONCRETE - STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)					
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
			LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	
MECHANICAL COUPLERS	Compliance with DMS-4510	Tex-743-I	Sampled at jobsite; Tested by MTD	3 couplers per lot (500 couplers) for each type, model, bar size, and grade	Only materials from MTD approved sources listed on the Material Producer List for Mechanical Couplers will be allowed. (C)
LATEX	Compliance with DMS-4640 for concrete chemical admixtures				Verify the Latex is listed on the Material Producer List for Chemical Admixtures.
EPOXY	Compliance with DMS-6100, unless otherwise specified		Sampled at jobsite if not pre-approved by MTD.	1 per batch or shipment	Verify the source is listed on the Material Producer List for Epoxies and Adhesives. If not, sample and test before use in accordance with DMS-6100. Sample in accordance with Tex-734-I. (C)
CONCRETE	Compressive Strength (A)	Tex-418-A	At point of concrete placement	4 cylinders for each 60 CY per class, per day (For bridge railing and traffic railing, testing may be reduced to 4 cylinders per 180 CY per class regardless of days)	Sampling must be in accordance with Tex-407-A. Making additional cylinders for 56 day testing should be considered when slow strength gain mixtures are being used, or when the approved mix design has a history of failing to meet design strength at 28 days. Test two cylinders at 7 days, and if the average value is below the design strength, as defined in Item 421, Table 8, test the remaining 2 cylinders at 28 days, or 56 days if additional cylinder were not made. If the average value of the 2 cylinders tested at 7 days meets the minimum design strength, listed in Item 421, Table 8, the remaining cylinders are not required to be tested. If the average value of the 7 and 28 day cylinders are below the design strengths, and 56 day cylinders were made, test the remaining set at 56 days.
	Slump	Tex-415-A		1 test, per 4 strength specimens	Sample in accordance with Tex-407-A. Perform slump and temperature tests on the same load from which strength test specimens are made. Perform entrained air test only when entrained air concrete is specified on the plans. Check temperature of every load for bridge slabs and mass concrete placements. Contractor's required testing will be in accordance with specification requirements for the appropriate specification item #.
	Entrained Air (A)	Tex-416-A or Tex-414-A			
	Temperature of Concrete (A)	Tex-422-A			

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE III - HYDRAULIC CEMENT CONCRETE - STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
CONCRETE (Continued)	Bridge Deck or Culvert Top Slab Thickness and Depth of Reinforcement	Tex-423-A, Part II	During dry run and during concrete placement (Bridge decks and direct traffic culverts)	1 per span	Min 6--Max 18 locations per span.

TABLE III - FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	These Project Tests may be used for one or more projects being furnished concrete from the same plant during the same period.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: <ul style="list-style-type: none"> • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed. • Concrete (structural): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Test often for slump, air, and temperature to ensure the consistent control of the concrete production.
E	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IV – HYDRAULIC CEMENT CONCRETE - NON-STRUCTURAL CONCRETE (Classes: A, B, or E)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (B)	FREQUENCY OF SAMPLING (C)	REMARKS
CONCRETE	Compressive Strength (A)	Tex-418-A	At point of concrete placement	2 cylinders per 180 CY, per class	Sampling must be in accordance with Tex-407-A. Strength will be determined by 7-day specimens.
MIX DESIGN	Compliance with the Standard Specification		At source if not approved	Min. 1 design per class, per source	Verify if cement, fly ash, slag cement, and chemical admixture sources are listed on the Material Producer Lists. If not, sample and submit to MTD for testing. Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).
SILICA FUME	Compliance with DMS-4630		Railroad car, truck, bags, or silos	1 test per project, per class (for each type and brand)	Sample in accordance with Tex-300-D. Provide MTD with one 4 x 8 concrete sample for silica fume dispersion verification. Verify the source is listed on the Material Producer List for Silica Fume.
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck, or silos	1 test per project, per class (for each type and brand)	Sample in accordance with Tex-300-D.

TABLE IV – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: <ul style="list-style-type: none"> • Concrete (miscellaneous): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled.
C	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

ATTACHMENT M

2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE V - HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)						
			PROJECT TESTS			
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS	
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Sieve Analysis (A)	Tex-401-A		As necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Deleterious Materials	Tex-413-A		Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		L.A. Abrasion (A)	Tex-410-A		One, each source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
		Magnesium Soundness (A)	Tex-411-A			
	FINE AGGREGATE	Sand Equivalent	Tex-203-F	From stockpile at concrete plant	Each 3,000 CY of concrete (Each source or combination of sources)	Sample in accordance with Tex-400-A. Test combined aggregate when used. At least one per week's production.
		Organic Impurities	Tex-408-A		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis (A)	Tex-401-A		As necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Fineness Modulus (B)	Tex-402-A			
		Deleterious Material (B)	Tex-413-A		Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Acid Insoluble (A)	Tex-612-J		1 per project, per source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
MIX DESIGN	Compliance with the Standard Specifications Item 421.4.A		At source, if not approved	Min. 1 design, per class, per source	Verify if cement, fly ash, ground granulated blast furnace slag, and admixture sources are listed on the Material Producer List. If not, sample and submit to MTD for testing. Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).	
SILICA FUME	Compliance with DMS-4630		Railroad car, truck, bags, or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-300-D. Provide MTD with one 4 x 8 concrete sample for silica fume dispersion verification. Verify the source is listed on the Material Producer List for Silica Fume.	

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE V - HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck, or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-300-D.
JOINT MATERIAL	Compliance with DMS-6310		Sampled at jobsite if not sampled at source by MTD; tested by MTD. See remarks.	1 per batch or shipment	Sample in accordance with Tex-500-C. Sampling may be waived when the source is listed on the Material Producer List for Joint Sealers. (C)
CURING COMPOUND	Compliance with DMS-4650		Sampled at jobsite; tested by MTD. See remarks.	When requested by MTD	Only products listed on the Material Producer List for Concrete Curing Compounds will be allowed. When sample is requested by MTD, sample in accordance with Tex-718-I. Ensure container has been agitated and mixed before sampling. (C)
EVAPORATION RETARDANTS	Compliance with DMS-4650				Only products listed on the Material Producer List for Evaporation Retardants will be allowed. (C)
REINFORCING STEEL	Compliance with the Std. Specifications & Spec. Provisions	As Specified			Only materials from MTD approved sources listed on the Material Producer List for Reinforcing Steel Mills and Seven Wire Steel Strand will be accepted. (C)
MULTIPLE PIECE TIE BARS	Compliance with DMS-4515	Tex-712-I	Sampled at jobsite if not sampled at source by MTD; tested by MTD. See remarks.	Refer to Tex-711-I for sampling rates	Only materials from MTD approved sources listed on the Material Producer List for Multiple Piece Tie-bars for Concrete Pavements will be allowed. Sample in accordance with Tex-711-I.
EPOXY	Compliance with DMS-6100		Sampled at jobsite if not pre-approved by MTD. See remarks.	1 batch per shipment	Verify the source is listed on the Material Producer List for Epoxies and Adhesives. If not, sample and test before use in accordance with DMS-6100. Sample in accordance with Tex-734-I. (C)
CONCRETE	Strength (A) (B)	Tex-448-A or Tex-418-A	At point of concrete placement	2 cylinders for every 10 contractor job control tests	Sample in accordance with Tex-407-A. When the contract requires the project testing to be by the Engineer, the frequency and job control testing will be in accordance with the item of work. Split sample verification testing used when contractor performs job control testing. When job control testing by the contractor is waived by the plans, the frequency of sampling will be one test (2 specimens) for each 3,000 SY of concrete or fraction thereof or per day and split sample verification testing will be waived. Contractor's required testing will be in accordance with specification requirements for the appropriate specification item #.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE V - HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
CONCRETE (Continued)	Slump	Tex-415-A	At time and location strength specimens are made	1 test for every 10 contractor job control tests.	Sample in accordance with Tex-407-A. Slump is not required for slip-formed pavement. Perform slump and temperature tests on the same load from which the strength specimens are made. Perform entrained air test only when entrained air concrete is specified on the plans. Contractor's required testing will be in accordance with specification requirements for the appropriate specification item #.
	Entrained Air (A)	Tex-416-A or Tex-414-A			
	Temperature	Tex-422-A			
	Pavement Texture	Tex-436-A	Final Riding Surface of travel lanes	1 per day, per driving lane	Perform when carpet drag is the only surface texture required on the plans.
	Thickness	Tex-423-A, Part I	Center of paving machine	Every 500 feet	Methods other than Tex-423-A may be shown on the plans.
	Ride Quality (A)	Tex-1001-S Surface Test, Type B	Final riding surface of travel lanes		Engineer may verify contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.

TABLE V - FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	When a project test does not meet the specified strength requirements and a reduced pay factor is assigned, document the analysis on the Letter of Certification of Materials Used.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

ATTACHMENT M

2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VI - HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347 and 348) (All testing as noted in Table VI may be waived for exempt production as defined by specification.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	REMARKS
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (C)
	Magnesium Soundness (A)	Tex-411-A			
	Surface Aggregate Classification (A)	Tex-499-A		1 per project, per source	
	Micro Deval	Tex-461-A		1 per project, per aggregate source	Not required when the Rated Source Soundness Magnesium loss is 15 or less as listed on the current published BRSQC. If testing is required, sample in accordance with Tex-221-F.
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins, or feeder belts	1 per project, per source, per design	Does not apply to Item 342. Sample in accordance with Tex-221-F. The timing of when the test is performed is at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder at hot- mix plant in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
TACK COAT	Compliance with Item 300 (A)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VI – HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347 and 348) (All testing as noted in Table VI may be waived for exempt production as defined by specification.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	REMARKS
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min 1 design, per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted on individual materials, as necessary, for control.
COMPLETE MIXTURE	Asphalt Content (A)	Tex-236-F	Engineer Truck Sample (D)	Minimum 1 per Lot	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project. When Tex-236-F does not yield reliable results, use alternative methods for determining asphalt content, such as, Tex-210-F (ASTM D2172/AASHTO T164) and Tex-228-F (ASTM D4125/AASHTO T287).
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck Sample Plant Produced (D)	1 per Sublot	Sample in accordance with Tex-222-F. Contractor's required testing will be in accordance with specification requirements for the appropriate specification item #. Does not apply to Items 342 and 348.
	Gradation (A)	Tex-200-F	Engineer Truck Sample (D)	Minimum 1, per 12 Sublots (E)	Sample in accordance with Tex-222-F. Determine correction factors for ignition oven using Tex-236-F at a minimum of one per project.
	Moisture Susceptibility	Tex-530-C	Truck Sample	1 per project	Sample in accordance with Tex-222-F, unless waived by the Engineer.
	Indirect Tensile Strength – Dry	Tex-226-F			Sample in accordance with Tex-222-F, unless waived by the Engineer. Does not apply to Items 342, 346, 347, and 348.
	Moisture Content	Tex-212-F, Part II	Engineer Truck Sample		Sample in accordance with Tex-222-F.
	Lab Molded Density (A)	Tex-207-F, Part I, VI, VIII	Truck Sample (D)	1 per Sublot 1 per Lot for Item 347	Sample in accordance with Tex-222-F. Contractor's required testing will be in accordance with specification requirements for the appropriate specification item #.
	Drain Down Test (A)	Tex-235-F	Engineer Truck Sample	1 per 12 Sublots	Sample in accordance with Tex-222-F. Not required for Items 341, 344, and 347.
	Hamburg Wheel Test (A)	Tex-242-F	Engineer Truck Sample	1 per project	Sample in accordance with Tex-222-F. Sample during production. Does not apply to Item 348 PFC-C, PFCR-C, and Thin Bonded Wearing Course –All Types.

ATTACHMENT M

2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VI - HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347 and 348) (All testing as noted in Table VI may be waived for exempt production as defined by specification.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	REMARKS
COMPLETE MIXTURE (Continued)	Cantabro Loss (A)	Tex-245-F	Engineer Truck Sample	1 per project	Sample in accordance with Tex-222-F. Sample during production. Does not apply to items 341, 344, 346, and 347.
	Overlay Test (A)	Tex-248-F	Engineer Truck Sample	1 per project	Sample in accordance with Tex-222-F. Does not apply to Items 341, 344, and 348 PFC-C, PFCR-C, and Thin Bonded Wearing Course -All Types.
ROADWAY	In-Place Air Voids (A)	Tex-207-F, Part I, VI, VIII	Roadway (D)	2 cores per Sublot	Two cores taken per Sublot and averaged. Sample in accordance with Tex-222-F. Does not apply to Items 342, 347, and 348.
	Segregation Profile (A)	Tex-207-F, Part V	Roadway	1 per project	Not required when Contractor uses thermal imaging system. Does not apply to Items 342, 347, and 348.
	Joint Density (A)	Tex-207-F, Part VII	Roadway	1 per project	
	Thermal Profile	Tex-244-F	Immediately behind paver	1 per project	Not required when Contractor uses thermal imaging system.
	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes	1 per project	Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results for surface test Type A are not required to be reported.
	Permeability	Tex-246-F	Roadway	1 per project	Permeability is encouraged to use with items 342 and 348. Only applies to Item 347.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by MTD		Sampling must be in accordance with Tex-735-I. Verify the source is listed on the current Material Producer List for Silt Fence, Filter Fabric, and Fabric Underseals. If not, sample and test before use in accordance with DMS-6220.

TABLE VI - FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."
E	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VII - HOT-MIX ASPHALT PAVEMENT (Items 334) (Refer to DMS-9210, "Limestone Rock Asphalt (LRA)," for testing requirements for Item 330.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design) (F)	REMARKS
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (D) Sample in accordance with Tex-221-F. Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Magnesium Soundness (A)	Tex-411-A			
	Micro Deval	Tex-461-A			
	Surface Aggregate Classification (A)	Tex-499-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. SiteManager Quality Monitoring test documentation is accomplished by attaching an approved mix design.
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins, or feeder belts	1 per project, per source	Sample in accordance with Tex-221-F. The timing of when the test is performed is at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
TACK COAT	Compliance with Item 300 (A) (C)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VII - HOT-MIX ASPHALT PAVEMENT (Items 334) (Refer to DMS-9210, "Limestone Rock Asphalt (LRA)," for testing requirements for Item 330.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design) (F)	REMARKS
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted in individual materials as necessary for control.
COMPLETE MIXTURE	Asphalt Content (A)	Tex-236-F	Engineer Truck Sample (E)	Minimum of 1 per 5,000 tons	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck Sample Plant Produced (E)	1 per 5,000 tons	Sample in accordance with Tex-222-F.
	Gradation (A)	Tex-236-F	Truck Sample	Minimum 1 per 5,000 tons	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
	Moisture Content	Tex-212-F, Part II	Truck Sample	1 per 5,000 tons	Sample in accordance with Tex-222-F. Performed by MTD at the point of production for payment calculations.
	Hydrocarbon-Volatile Content	Tex-213-F		1 per 5,000 tons	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
	Lab Molded Density (A)	Tex-207-F		1 per 5,000 tons	Sample in accordance with Tex-222-F.
Hveem Stability (A)	Tex-208-F	1 per 5,000 tons		Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.	
ROADWAY	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VII - FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project.
C	Or as called for in the Specifications.
D	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
E	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."
F	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII - HOT-MIX ASPHALT PAVEMENT (Item 340)						
			PROJECT TESTS			
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY	REMARKS	
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (C)	
	Magnesium Soundness (A)	Tex-411-A				
	Micro Deval	Tex-461-A	Stockpile (B)	1 per project, per source		Sample in accordance with Tex-221-F. Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Surface Aggregate Classification (A)	Tex-499-A	Stockpile (B)	1 per project, per source		Verify the published value of the source, as listed on the current Material Producer list for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (C)
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins, or feeder belts	1 per project, per design	Sample in accordance with Tex-221-F.	
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.	
TACK COAT	Compliance with Item 300 (A)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.	
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min. 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted in individual materials as necessary for control.	

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII – HOT-MIX ASPHALT PAVEMENT (Item 340)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY	REMARKS
COMPLETE MIXTURE	Asphalt Content	Tex-236-F	Truck Sample (D)	Minimum of 1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck Sample Plant Produced (D)	1 per day	Sample in accordance with Tex-222-F.
	Gradation (A)	Tex-236-F	Truck Sample	Minimum 1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	Sample in accordance with Tex-222-F, unless waived by the Engineer.
	Indirect Tensile Strength – Dry	Tex-226-F		1 per project, per design	Sample in accordance with Tex-222-F, unless waived by the Engineer.
	Lab Molded Density (A)	Tex-207-F	Truck Sample	1 per day	Sample in accordance with Tex-222-F.
	Hamburg Wheel Tracker (A)	Tex-242-F		1 per project	Sample in accordance with Tex-222-F. Sample during production.
ROADWAY	Air Voids (A)	Tex-207-F	Selected by the Engineer (D)	1 per day (2 Cores)	Sample in accordance with Tex-222-F.
	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by MTD		Sample in accordance with Tex-735-I. Verify the source is listed on the current Material Producer List for Silt Fence, Filter Fabric, and Fabric Underseals. If not, sample and submit to MTD for testing before use in accordance with DMS-6220.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IX - MICROSURFACING (Item 350)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OF SAMPLING	FREQUENCY (Per Design)	REMARKS
AGGREGATE	Magnesium Soundness (A)	Tex-411-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing at 1 per project, per source. (C)
	Gradation	Tex-200-F, Part II		1 per project, per source	Sample in accordance with Tex-221-F.
	Crushed Face Count	Tex-460-A		1 per project, per source	Sample in accordance with Tex-221-F.
	Acid Insoluble (A)	Tex-612-J		1 per project, per source	Verify the value of the source, as listed on the current BRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-221-F. (C)
	Surface Aggregate Classification	Tex-499-A	Stockpile, or BRSQC (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing at 1 per project, per source. (C)
COMBINED BLEND	Sand Equivalent	Tex-203-F	Stockpile (B)	1 per project, per source	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
TACK COAT	Compliance with Item 300 (A)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.

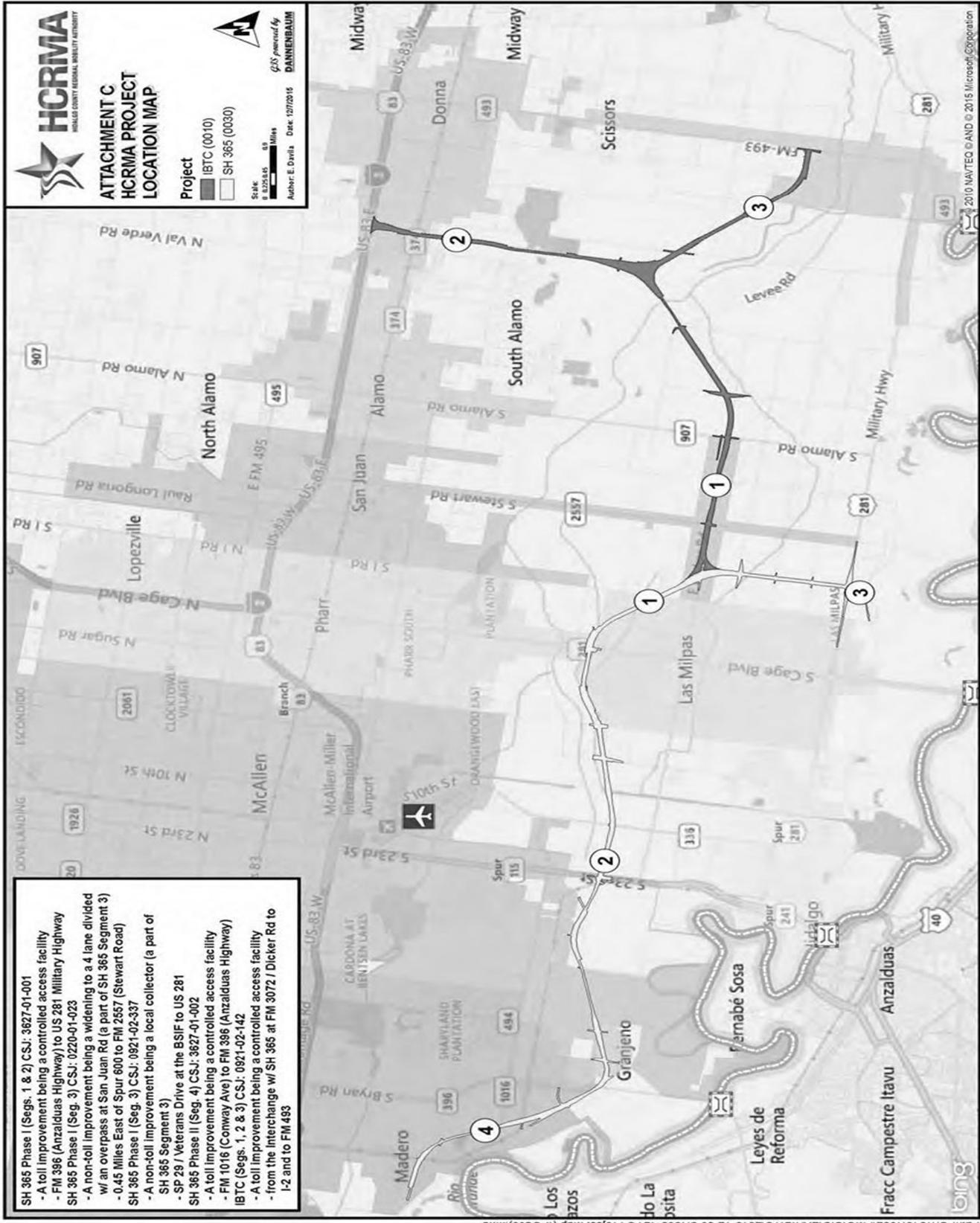
ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IX - MICROSURFACING (Item 350)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OF SAMPLING	FREQUENCY (Per Design)	REMARKS
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min. 1 design per project	Submit to MTD for approval.
CEMENT	Compliance with DMS-4600				Verify the source is listed on the current Material Producer List for Cement. If not, sample and submit to MTD for testing before use in accordance with DMS-4600.
COMPLETE MIX	Asphalt Content	Tex-236-F	During production	1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Gradation	Tex-200-F, Part II Tex-236-F			Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven use at a minimum of one per project.

TABLE IX - FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

Project Limits Exhibit



APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (Title of Modal Operating Administration), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (Title of Modal Operating Administration) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (Title of Modal Operating Administration), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (Title of Modal Operating Administration) may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (Title of Modal Operating Administration) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

North American Industry Classification System (NAICS) Work Codes For Federally Funded Contracts

 Texas Department of Transportation Professional Engineering Procurement Services (PEPS) Division Professional Services Contracts for Engineering, Surveying and Architecture Pre-Certified Work Categories and North American Industry Classification System (NAICS) Work Codes for Federally Funded contracts		
Work Category No.	Category Name	Applicable Disadvantaged Business Enterprise (DBE) NAICS Work Codes
1.1.1	Policy Planning	541330 or 541320
1.2.1	Systems Planning	541330
1.3.1	Subarea/Corridor Planning	541330
1.4.1	Land Planning/Engineering	541330
1.5.1	Feasibility Studies	541330
1.6.1	Major Investment Studies	541330
1.7.1	Traffic Demand Modeling	541330
1.8.1	Public Involvement	541820 or 541330
2.1.1	Traffic Noise Analysis	541330 or 541620
2.2.1	Air Quality Analysis	541330 or 541620
2.3.1	Wetland Delineation	541330 or 541620
2.3.2	Conditional/Functional Assessment	541330 or 541620
2.4.1	Nationwide Permit	541330 or 541620
2.4.2	Clean Water Act Sec. 404 Permits	541330 or 541620
2.4.3	U.S. Coast G. & U.S. Army Corps Of Engr. Permits	541330 or 541620
2.5.1	Geological Assessment for Edwards Aquifer Recharge Zone	541330 or 541360 or 541620
2.6.2	Impact Evaluation Assessments	541330 or 541620
2.6.4	Biological Evaluations/Assessments	541330 or 541620
2.7.1	Sec. 4(F)/6(F) Evaluations	541330 or 541620
2.7.2	Historic Sites Sec. 4(f) Evaluations	541330 or 541620 or 541310
2.10.1	Archaeological Surveys, Doc., Excavation, Testing Rpts	541330 or 541620
2.12.1	Socio-Economic and Environmental Justice Analysis	541330 or 541620
2.13.1	Hazardous Materials Initial Site Assessment	541330 or 541620
2.14.1	Environmental Document Preparation	541330 or 541620
2.15.1	Historical Research of Extant Bldgs, Struct, Landsc., & Obj.	541310 or 541620
2.15.2	Historical Surveys & Doc. of Bldgs, Struct, Landsc., & Obj.	541310 or 541620
3.2.1	Route Studies & Schematic Design	541330
4.2.1	Roadway Design	541330
4.4.1	Freeway Interchanges	541330
4.5.1	Constructability Review	541330
4.6.1	3-D Design Visualization Services	541330 or 541340
5.2.1	Bridge Design	541330
5.3.1	Multi-Level Interchange Design	541330
5.5.1	Bridge & Non-Bridge Class Culvert and Inlet Design	541330
6.1.1	Routine Bridge Inspection Team Leader	541330
6.1.2	Routine Bridge Inspection Project Manager	541330
6.2.1	Complex Bridge Inspection Team Leader	541330
6.2.2	Complex Bridge Inspection Project Manager	541330
6.3.1	Tunnel Inspection Team Leader	541330
6.3.2	Tunnel Inspection Project Manager	541330
6.4.1	Underwater Bridge Inspection Team Leader	541330
6.5.1	Non-Destructive Testing	541330 or 541380
7.1.1	Traffic Engineering Studies (Traffic Counting 541990)	541330
7.3.1	Traffic Signal Timing	541330
7.4.1	Traffic Control Systems Analysis, Design & Implementation	541330
7.5.1	Intelligent Transportation System	541330
8.1.1	Signing, Pavement Marking & Channelization	541330
8.2.1	Illumination	541330
8.3.1	Signalization	541330
8.4.1	ITS Control Systems Analysis, Design & Implementation	541330
8.6.1	Rail-Highway Design	541330

**North American Industry Classification System (NAICS) Work Codes
For Federally Funded Contracts**

Work Category No.	Category Name	Applicable Disadvantaged Business Enterprise (DBE) NAICS Work Codes
9.1.1	Bicycle & Pedestrian Facility Development	541330
10.1.1	Hydrologic Studies	541330
10.2.1	Roadway Hydraulic Design	541330
10.3.1	Bridge Hydraulic Design	541330
10.4.1	Storm Water Pump Station-Hydraulic Design	541330
10.4.2	Pump Stations-Electrical	541330
10.4.3	Pump Stations-Structures	541330
10.5.1	Bridge Scour Evaluations And Analysis	541330
10.6.1	Coastal Hydraulic Design	541330
10.7.1	Riverine Hydraulic Design	541330
10.8.1	FEMA Regulations and Permits	541330
11.1.1	Roadway Construction Management And Inspection	541330
11.2.1	Bridge Construction Management And Inspection	541330
11.3.1	Construction Superintendent	541330
11.4.1	Environmental Inspections	541330 or 541620
11.5.1	Construction Scheduling Project Manager	541330
11.6.1	Construction Schedule Support- General	541330
11.7.1	Construction Schedule Support- Relating to Scheduling of Roadway Design	541330
11.8.1	Construction Schedule Support- Relating to Construction Management of Projects Including Bridges or Multi-level Interchanges	541330
12.1.1	Asphaltic Concrete Production	541330 or 541380
12.1.2	Portland Cement Concrete	541330 or 541380
12.1.3	Materials Engineering	541330 or 541380
12.1.4	Asphaltic Concrete Placement	541330 or 541380
12.1.5	Portland Cement Concrete Placement	541330 or 541380
12.1.6	Embankment/Subgrade/Backfill/Base Production	541330 or 541380
12.1.7	Embankment/Subgrade/Backfill/Base Placement	541330 or 541380
12.2.1	Plant Inspection And Testing	541330 or 541380
12.3.1	Coatings Inspection and Material Testing Project Manager	541330 or 541380
12.3.2	Coatings Inspection and Material Testing Task Leader	541330 or 541380
14.1.1	Soil Exploration	541330 or 541380
14.2.1	Geotechnical Testing	541330 or 541380
14.3.1	Transportation Foundation Studies	541330 or 541380
14.4.1	Building Foundation Studies	541330 or 541380
14.5.1	Evaluation & Design of Geotechnical Related Structures	541330 or 541380
15.1.1	Right of Way Surveys	541370
15.2.1	Design Survey	541370
15.2.2	Construction Survey	541370
15.3.1	Aerial Photogrammetry	541370
15.3.2	Terrestrial Photogrammetry	541370
15.3.3	Terrestrial LiDAR	541370
15.3.4	Mobile and Airborne LiDAR	541370
15.3.5	Horizontal and Vertical Control	541370
15.5.1	State Land Surveying	541370
16.1.1	Architecture	541310
16.2.1	Building and Facilities Architecture	541310
16.3.1	Landscape Architecture	541320
17.1.1	Structural Engineering	541330
17.2.1	Mechanical Engineering	541330
17.3.1	Plumbing Engineering	541330
17.4.1	Electrical Engineering	541330
17.5.1	Civil Engineering	541330
17.6.1	Hazardous Building Materials Assessment (Asbestos)	541330 or 541620
17.6.2	Hazardous Building Materials Assessment (Lead)	541330 or 541620

**North American Industry Classification System (NAICS) Work Codes
For Federally Funded Contracts**

Work Category No.	Category Name	Applicable Disadvantaged Business Enterprise (DBE) NAICS Work Codes
18.2.1	Subsurface Utility Engineering	541330
18.3.1	Utility Adjustment Coordination	541330 or 541618
18.4.1	Utility Engineering	541330
18.5.1	Utility Construction Management and Verification	541330
18.6.1	Utility Management & Coordination Oversight	541330
19.1.1	Value Engineering	541330
Services used to support work done under the precertification work categories		
Support	Drilling and Coring Services (for Engineering services)	541330
Support	Boring, Core Drilling, Foundation Drilling, and Soil Test Drilling	238910
Support	Materials Testing (for Engineering services)	541330
Support	Materials Testing (for testing laboratories)	541380
Support	Traffic Control - Flagging	561990
Support	Traffic Control - Sign erection, highway, road, street or bridge	237310
Support	Traffic Counting	541330 or 541990
Non-listed categories (NLC)		
NLCs	NLC - for Engineering	541330
NLCs	NLC - for Materials Testing	541330 or 541380
NLCs	NLC - for Construction Record Keeper	541330
NLCs	NLC - for Non-engineering, Non-architecture, Non-surveying	To Be Determined

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> 10/14/2021 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 10/26/2021 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2021-41 – APPROVAL OF WORK AUTHORIZATION 1 WITH RABA KISTNER, INC. FOR CONSTRUCTION MATERIAL TESTING SERVICES FOR THE 365 TOLLWAY PROJECT.**
—

2. Nature of Request: (Brief Overview) Attachments: X Yes No
Approval of WA No. 1 for CMT Services with RABA Kistner, Inc.

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 2021-41 - Approval of Work Authorization 1 with RABA Kistner, Inc. for Construction Material Testing Services for the 365 Tollway Project, as presented.**

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

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

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

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

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

10. Chief Development Engineer’s Recommendation: Approved Disapproved X None

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

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



- CMT Services **Raba Kistner Consultants**
- Environmental
- Engineering
- Geo-Technical
- Surveying

WORK AUTHORIZATION SUMMARY

RESOLUTION 2021-41

Work Authorization # 1 Supplemental # _____

Amount \$ 2,953,477.12

Approved Work Authorizations:

Resolution No.	Description	Amount
----------------	-------------	--------

Subtotal from Cont. Page	\$ 0.00
---------------------------------	----------------

Total Approved WA	\$ 0.00
-------------------	----------------

Proposed Work Authorization and/or Supplemental

2021-41	WA No. 1 - CMT Services for 365 Toll Project	\$ 2,953,477.12
---------	--	------------------------

Goal and Options:

Approval of WA 1 for Construction Material Testing for the 365 Tollway Project.

Staff is recommending approval of this request in the amount of \$ 2,953,477.12
Proposed total approved WA and/or Supplementals \$ 2,953,477.12

R. Navarro IV, Cons Eng
Requested By:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-41

**APPROVAL OF WORK AUTHORIZATION 1 WITH RABA KISTNER, INC. FOR
CONSTRUCTION MATERIAL TESTING IN THE 365 TOLLWAY PROJECT**

THIS RESOLUTION is adopted this 26th day of October, 2021, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on February 19, 2014, the Authority issued a solicitation for Statements of Qualification for Construction Material Testing Services for the Authority (the “Solicitation”); and

WHEREAS, on March 21, 2014 the Authority received responses to the Solicitation; and

WHEREAS, on April 23, 2014, Resolution 2014-38 authorized Authority staff to negotiate and enter into agreements with the top three scored firms (Raba Kistner Consultants Inc., L&G Laboratories and Terracon Consultants, Inc.) for Construction Material Testing Services (the “Services”); and

WHEREAS, on July 24, 2018, Resolution 2018-45 authorized Authority staff to procure one additional lab to provide additional Services; and

WHEREAS, on July 29, 2018, the Authority published a second Solicitation; and received three (3) responses, of which only one was deemed responsive;

WHEREAS, on September 25, 2018, the Authority authorized staff to negotiate contract terms for the Services to PaveTex Engineering LLC, dba PAVETEX, the sole responsive firm that met the professional services criteria set forth in the Solicitation;

WHEREAS, on August 21, 2020, the Authority received five (5) sealed statements of qualification packets. An internal committee of three HCRMA staff engineers ranked and reviewed; the Authority determined it necessary to negotiate contract terms to enter into negotiations with each of the ranked firms and further approach Board with recommended award and distribution of work in accordance to acceptable terms and conditions of assignments; and

WHEREAS on October 27, 2020, the Authority approved Resolution 2020-28 Approval to enter into negotiations with each of the short-listed firms for Construction Material Testing for the Hidalgo County Regional Mobility Authority and further approach Board with recommended award and distribution of work in accordance to acceptable terms and conditions of assignments; and

WHEREAS the Authority finds it necessary to approve Resolution 2021-40 Approval of Award of Contract by and between the Raba Kistner, Inc. and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services; and

WHEREAS the Authority finds it necessary to approve Resolution 2021-41 Approval of Work Authorization 1 to the Professional Service Agreement with Raba Kistner, Inc. for Construction Material Testing in the amount of \$2,953,477.12 for the 365 Tollway Project.

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

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Work Authorization 1 to the Professional Service Agreement with Raba Kistner, Inc. in the amount of \$2,953,477.12 for the 365 Tollway Project, hereto attached as Exhibit A, hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Work Authorization 1 with Raba Kistner, Inc., as approved by the Board.

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 26th day of October 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Work Authorization 1
to the
Professional Service
Agreement with
Raba Kistner, Inc.
For
Construction Material Testing Services

WORK AUTHORIZATION NO. 1
AGREEMENT FOR ENGINEERING SERVICES

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

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

PART II. The maximum amount payable under this Work Authorization is \$ 2,953,477.12 and the method of payment is unit cost/specified rate basis as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer’s estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

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

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on Dec. 13, 2025, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under “Article V of that certain Professional Services Agreement for Construction Material Testing Services 365 Tollway Project / Segment 1 & 2.

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

THE ENGINEER

THE AUTHORITY

(Signature)
Chris L. Schultz, P.E.
(Printed Name)
President / COO
(Title)

(Date)

(Signature)
Pilar Rodriguez, P.E.
(Printed Name)
Executive Director
(Title)

(Date)

- SH 365 Phase I (Segs. 1 & 2) CSJ: 3627-01-001
 - A toll improvement being a controlled access facility
 - FM 396 (Anzalduas Highway) to US 281 Military Highway
- SH 365 Phase I (Seg. 3) CSJ: 0220-01-023
 - A non-toll improvement being a widening to a 4 lane divided w/ an overpass at San Juan Rd (a part of SH 365 Segment 3)
 - 0.45 Miles East of Spur 600 to FM 2557 (Stewart Road)
- SH 365 Phase I (Seg. 3) CSJ: 0921-02-337
 - A non-toll improvement being a local collector (a part of SH 365 Segment 3)
 - SP 29 / Veterans Drive at the BSIF to US 281
- SH 365 Phase II (Seg. 4) CSJ: 3627-01-002
 - A toll improvement being a controlled access facility
 - FM 1016 (Conway Ave) to FM 396 (Anzalduas Highway)
- IBTC (Segs. 1, 2 & 3) CSJ: 0921-02-142
 - A toll improvement being a controlled access facility
 - from the Interchange w/ SH 365 at FM 3072 / Dicker Rd to I-2 and to FM 493



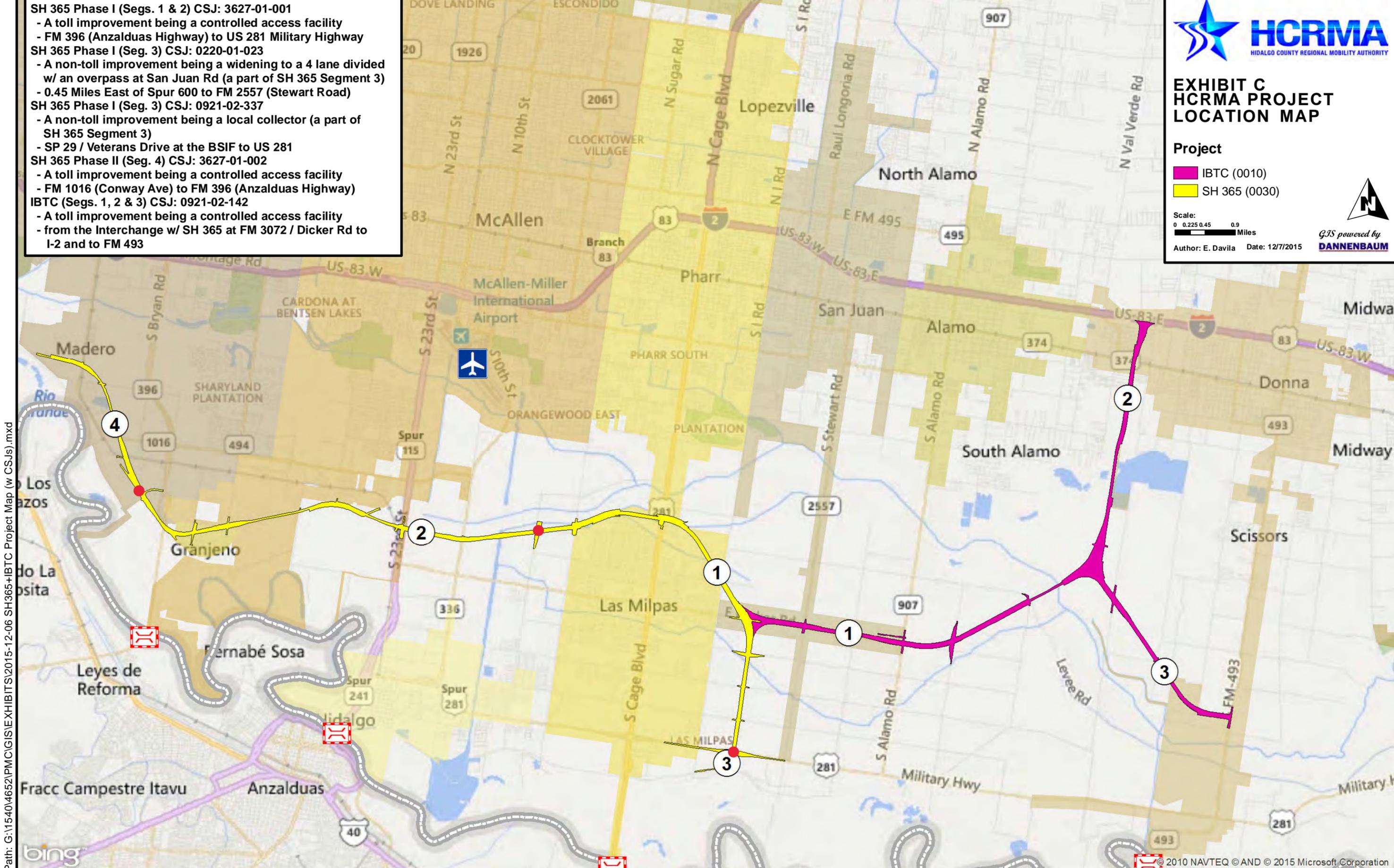
EXHIBIT C HCRMA PROJECT LOCATION MAP

Project

- IBTC (0010)
- SH 365 (0030)

Scale:
0 0.225 0.45 0.9 Miles

Author: E. Davila Date: 12/7/2015



Path: G:\1540\4652\PMC\GIS\EXHIBITS\2015-12-06 SH365+IBTC Project Map (w CSJs).mxd

ATTACHMENT C

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

APPLICABILITY:

Wherever the following terms are used in this attachment or other contract documents, the intent and meaning will be interpreted as indicated below.

ABBREVIATIONS, ABBREVIATIONS, and DEFINITIONS:

HCRMA OR AUTHORITY shall mean Hidalgo County Regional Mobility Authority
PMC (GEC) shall mean Program Management Consultant (General Engineering Consultant) (HDR Engineering Inc.)
ENGINEER shall mean RABA Kistner, Inc.
TxDOT shall mean Texas Department of Transportation
FHWA shall mean Federal Highway Administration
IBWC shall mean International Boundary and Water Commission
USFWS shall mean United States Fish & Wildlife Service
THC shall mean Texas Historical Commission
SHPO shall mean State Highway Preservation Office
USACE shall mean United States Army Corps of Engineers
GSA shall mean General Services Administration
HCMPO shall mean Hidalgo County Metropolitan Planning Organization
FAA shall mean Federal Aviation Administration
MTP shall mean Metropolitan Transportation Plan
TIP shall mean Transportation Improvement Program
MUTCD shall mean Manual of Uniform Traffic Control Devices
AASHTO shall mean American Association of State Highway and Transportation Officials
LRFD shall mean Load & Resistance Factor Design
PS&E shall mean Plans, Specifications and Estimate
ACP shall mean Asphaltic Concrete Pavement
CSJ shall mean Control Section Job (highway project designation number)
ADP shall mean Advance Project Development
AAP AASHTO Accreditation Program (AASHTO re:source and CCRL)
AASHTO American Association of State Highway Transportation Officials
ACI shall mean American Concrete Institute
AO shall mean Area Office
AQMP shall mean Aggregate Quality Monitoring Program
CAR shall mean Corrective Action Report
CCRL shall mean Concrete and Cement Reference Laboratory
CE&I shall mean Construction Engineering and Inspection
CFR shall mean Code of Federal Regulations
MTD shall mean Materials and Tests Division
CMEC shall mean Construction Materials Engineering Council
FHWA shall mean Federal Highway Administration
HMA shall mean Hot-Mix Asphalt
HMAC shall mean Hot-Mix Asphalt Center
IA shall mean Independent Assurance
L-A-B shall mean Laboratory Accreditation Bureau
MPL shall mean Material Producer List
QAP shall mean Quality Assurance Program
QAT shall mean Quality Assurance Test
QC shall mean Quality Control
SM shall mean SiteManager
TXAPA shall mean Texas Asphalt Pavement Association
TxDOT shall mean Texas Department of Transportation

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
PROJECT DESCRIPTION

The services designated herein as “Services provided by the Engineer” shall include the performance of all engineering services for the following described facility:

County/HCRMA: Hidalgo County

CSJ number: 0921-02-368

Project/Description: Provide construction materials testing to assure the materials incorporated into 6.38 miles of Segment 2 [From Anzalduas Highway east to McColl Road] on Phase II of 365 Toll highway construction project are subject to verification sampling and testing when required and meet project plans and specifications; and administering Quality Monitoring and Quality Assurance Program.

:

Length: 6.38 Miles (Approx)

Highway: 365TOLL (Segment 1)

Limits: From Anzalduas Highway east to McColl Road (See Location Map Attached)

Contract is for “indefinite delivery/indefinite quantity [IDIQ] set for a proposed three (3) year fixed period of time, during that period of time the Engineer will be responsible for an unlimited number of separate projects, or additional work on a current project to be issued on an individual work order basis.

The Engineer agency(s) must be accredited by one of the following FHWA- and TxDOT-approved accrediting bodies:

- A. AASHTO Accreditation Program (AAP);
- B. Construction Materials Engineering Council (CMEC); or
- C. Laboratory Accreditation Bureau (L-A-B)

The Engineer shall have Texas Department of Transportation or Toll Authority/Regional Mobility Authority as well U.S. Army Corps of Engineers’ construction material testing experience and is expected to work directly with the HCRMA Construction Division, namely, the Chief Construction Engineer for the Authority. The selected Engineer(s) may also perform certain tasks under the oversight of the HCRMA's General Engineering Consultant (Currently HDR Engineering Inc.).

To avoid an appearance of a conflict of interest, any qualified Engineer agency (laboratory) shall perform only one of the following types of testing on the same project:

- A. Quality control testing;
- B. Quality acceptance testing;
- C. Owner verification testing;
- D. Independent assurance testing; or
- E. Referee testing.

The selected Engineer(s) shall have adequate experienced staff and a workload free from constraints to provide the necessary construction material testing for the HCRMA. Staff expertise is to include a Licensed Professional Engineer and certified, experienced staff proficient with TxDOT testing procedures, sampling and testing schedule, and the latest ASSHTO, ASTM and ACI testing requirements [Appendix A] performed and executed as per 2019 TxDOT Quality Assurance Program (~~DB-QAP~~ / DBB-QAP) / 2019 Guide Schedule of Sampling & Testing for Design Bid-Build Projects.

Engineer will compose and submit an annual report to the Federal Highway Administration (FHWA) summarizing the results of HCRMA's project specific systems approach program. This report identifies:

- A. Number of sampling and testing personnel evaluated by the systems approach IA testing;
- B. Number of IA evaluations found to be acceptable;
- C. Number of IA evaluations found to be unacceptable; and
- D. Summary of any significant system-wide corrective actions taken.

The Engineer will be responsible for maintaining documentation of all individuals qualified under their authority who perform required tests for acceptance of materials. A qualification summary listing all tests for which an individual is qualified will be available and printed at HCRMA's request. Documentation to be maintained for all qualified personnel includes:

- A. Copies of any certificates issued by ACI and TXAPA ;
- B. Original written examinations for test procedures administered to each technician by the TxDOT qualifying authority, with clear identification of technician's name, qualifier's name, score, and date taken;
- C. Original performance examinations for test procedures administered to each technician by the TxDOT qualifying authority, with clear identification of technician's name, qualifier's name, qualification status, and date;
- D. Results of annual split/proficiency testing administered by the TxDOT qualifying authority for each technician.

Engineer shall perform Quality Control / Quality Assurance sampling and testing and comply with Laboratory Qualification Program and will be evaluated under the Independent Assurance Program, as described in the 2019 QAPDBB [Attachment L]. Quality Control test results will be validated by verification test results obtained from independently taken samples. IA personnel or their designated agents will perform Quality Assurance verification sampling and testing.

1. The Engineer shall perform all sampling and testing of components and materials in accordance with the standard specifications, and all other standard and special specifications and special provisions applicable in this agreement. Meet the minimum sampling frequencies set out in the TxDOT 2019 Guide Schedule for Sampling and Testing for Design Bid-Build Projects. The testing shall include the following materials and all the components of the materials listed. The estimated number of samples and tests are based on quantities in the executed construction contract.
2. The Engineer shall ensure the testing is completed and input into ProjectWise. NOTE: The General Contractor is responsible for Quality Control (QC) testing of Item 360, Concrete Paving. The Engineer shall be responsible for Quality Assurance (QA) testing of Item 360, Concrete Paving.
3. The Engineer shall provide certified personnel, outlined in their internal, AASHTO-approved, Quality Control (QC) Manual that are knowledgeable of all materials testing procedures. All personnel performing acceptance tests must provide certifications and must maintain the certifications throughout the project. The HCRMA reserves the right to require replacement of any technician during this contract if performance is determined to be unsatisfactory or the technician fails to maintain appropriate certifications.
4. Engineer's laboratory will be qualified by the HCRMA qualifying authority in accordance with Section 3, Laboratory Qualification Responsibility of the Texas Department of Transportation (TxDOT) Quality Assurance Program (Manual Notice: 2005-1), and be AASHTO accredited under the AASHTO Accreditation Program (AAP) throughout the life of the project. Engineer shall transmit, to the HCRMA, a copy of AAP accreditation certificate(s) upon receipt by the testing laboratory.

5. The Engineer shall provide technicians certified in accordance with TxDOT Quality Assurance Program for Construction (QAP) or other State approved programs, such as the Texas Asphalt Pavement Association (TxAPA) for Hot Mix Asphalt, and the Soils and Base Certification Program, as listed.
6. The Engineer shall provide certified technicians to perform the following tests:
 - A. Hot Mix Asphalt Testing:
 - a. Level I-A
 - b. Level I-B
 - c. Hot Mix Asphalt Testing • Level II
 - d. All other tests in the Manual of Testing Procedures 200-F Series or ASTM Procedures not covered in Level I-A, Level I-B, or Level II
 - B. Concrete Testing:
 - a. QAP Program for Concrete Testing
 - b. Other tests outlined in the Manual of Testing Procedures 400-A Series or ASTM Procedures that are not included in the QAP Program
7. The Engineer shall perform testing on the project. These tests include all tests listed in State's Guide Schedule of Sampling and Testing dated 2015. Follow the State's Guide Schedule of Sampling and Testing to establish testing frequencies. Testing frequencies may be increased as directed by the HCRMA.
8. The Engineer shall notify the HCRMA, to determine if any tests may be waived
9. The Engineer shall attend preconstruction QA and QC testing meetings prior to beginning work.
10. The Engineer shall:
 - A. Review and recommend approval or rejection of the Quality Control (QC) sampling and testing documentation submitted by the General Contractor for compliance with applicable State and Federal regulations, standards, and contract requirements.
 - B. Verify all tested materials used meet specifications, or identify materials that do not meet specifications and recommend action which should be taken.
 - C. Certify that all tested materials used during construction meet the specifications as outlined in the Appia Support System.
 - D. Work closely with the HCRMA to resolve all material discrepancies before the next monthly estimate is processed by utilizing the Reports in Appia.
 - E. Enter all test data in Appia.
 - F. Enter all mix designs, concrete and asphalt, provided by the General Contractor into Appia.
 - G. The Engineer shall report failing tests to the HCRMA within twenty-four (24) hours.

SUMMARY OF DELIVERABLES:

The Engineer shall provide the following:

1. Monthly Progress Reports
2. Quarterly Material Test Reports
3. Sampling and testing personnel qualification
4. Final document file (maintained in project control system during project execution. Final structure of file will be determined during project implementation, an example of content is provided below)
 - A. Construction Oversight Documentation
 - a. Testing reports and Testing documentation as applicable
 - b. Test Exception Letter
 - c. Certification Verifications
 - d. Photographs
 - B. Project Correspondence File (Design and Construction)
 - a. E-mail files
 - b. Letters
 - c. Memos
 - d. Meeting Minutes
 - e. Monthly Deficiency Reports to track material issues (one (1) per month)

f. Misc. correspondence

ATTACHMENT E

FEE SCHEDULE

TEST NO.	CMT Firm: RABA-Kistner Fee Schedule Date: 01/26/2021			Final as of 4/21/2021 & 4/28/2021
	Type		Unit	
1	Mobilization/Demobilization		Mile	\$ 6.00
			each	\$ 600.00
	Drilling, Logging, &Recovering Samples (With TCP)			
2A	1. Depth ≤ 50 feet		Tex-132-E (every 5 feet)	\$ 38.00
2B	2. Depth ≥ 50 feet		linear foot	\$ 40.00
	Drilling, Logging, &Recovering Samples (Without TCP)			
3A	1. Depth ≤ 50 feet		linear foot	\$ 30.61
3B	2. Depth ≥ 50 feet		linear foot	\$ 32.57
4	Rock Coring (Soft Rock) ⁽²⁾		linear foot	\$ 33.00
5	Rock Coring (Hard Rock) ⁽²⁾		linear foot	\$ 36.00
6	Staking Borings and Utility Locations		hour	\$ 121.67
	Standby Time (sampling)			
7A	1. Hot Mix Asphalt (minumum of one hour)		each	\$ 117.05
7B	2. Concrete (minumum of one hour)		each	\$ 171.98
8	Piezometer - 2 inch (including well completion and installation)		linear foot	\$ 48.36
9	Grouting of Borings		linear foot	\$ 6.86
10	Traffic Control - Major		day	\$ 3,000.00
	Laboratory Test	Test Method	Unit	
11	Volumetric Shrinkage	ASTM D427	each	\$ 105.24
12	Standard Poor Test	ASTM D698	each	\$ 255.00
13	Modified Poor Test	ASTM D1557	each	\$ 279.75
14	Standard Penetration Test (SPT)	ASTM D1586	LF	\$ 30.04
15	California Bearing Ratio (Single Sample without MD Curve)	ASTM D1883	test	\$ 302.03
16	Unconfined Compressive Strength (Soil)	ASTM D2166	each	\$ 67.44
17	Hydraulic Conductivity Permeability	ASTM D2434	each	\$ 392.00
18	One Dimensional Consolidation Properties of Soil	ASTM D2435	each	\$ 500.00
19	Unconfined Compressive Strength (Rock)	ASTM D2938	each	\$ 94.75
20	Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	set of 3	\$ 679.23
21	Direct Shear Test of Soils Under Consolidated Drained Conditions, SAND	ASTM D3080	set of 3	\$ 580.00
22	Direct Shear Test of Soils Under Consolidated Drained Conditions, CLAY	ASTM D3080	set of 3	\$ 708.79
23	Splitting Tensile of Intact Rock Core	ASTM D3967	each	\$ 131.11
24	Water Stand Pipes	ASTM D4043	each	\$ 37.69
25	Calcium Carbonate Content of Soils	ASTM D4373	LF	\$ 68.31
26	Hydraulic Conductivity Permeability	ASTM D4511	each	\$ 324.08
27	One Dimensional Swell, Methods A&B	ASTM D4546	each	\$ 249.47
28	One Dimensional Swell, Method B Only	ASTM D4546	each	\$ 324.66
29	One Dimensional Swell, Method C	ASTM D4546	each	\$ 247.52
30	Permeability of Silt and Clays	ASTM D5084	each	\$ 390.00
31	Suction Test (Filter Method)	ASTM D5298	each	\$ 92.50
32	Casagrande Type Piezometers	N/A	each	\$ 337.82
33	Casagrande Type Piezometers Installation	N/A	each	\$ 450.00
34	Miscellaneous Testing	N/A	each	Eliminate
35	Vertical Inclinometer	N/A	each	Proposal as needed
36	Vertical Inclinometer Installation	N/A	each	Proposal as needed
37	Vibrating Wire Piezometer	N/A	each	Proposal as needed
38	Vibrating Wire Piezometer Installation	N/A	each	Proposal as needed
39	Soil Boring with SPT	ASTM D1586	LF	\$ 36.00
	Laboratory Test	Test Method	Unit	
	Soils & Base Testing			
40	Sampling	Tex-400-A	hour	\$ 66.15
41	Sample Preparation	Tex-101-E	each	\$ 68.00
42	Determining Staking Time	Tex-102-E	each	\$ 72.25
43	Moisture Content	Tex-103-E	each	\$ 15.44
44	Atterburg Limits	Tex-104,105&106-E	Set of 3	\$ 95.00
45	Linear Bar Shrinkage (per bar)	Tex-107-E	each	\$ 69.04
46	Determining the Specific Gravity of Soils	Tex-108-E	each	\$ 80.67
47	Sieve Analysis	Tex-110-E, Part I	each	\$ 89.00
48	Sieve Analysis (Hydrometer with Tex-108-E)	Tex-110-E, Part II	each	\$ 117.00
49	Hydrometer with Tex-108-E (in conjunctin with Tex-110-E, Part II)	Tex-108-E	each	\$ 69.00
50	Percent Passing No. 200 Sieve	Tex-111-E	each	\$ 69.00

COMMENTS

Requesting re-evaluation as per mile unit cost

No original cost presented for consideration

TEST NO.	CMT Firm: RABA-Kistner Fee Schedule Date: 01/26/2021			Final as of 4/21/2021 & 4/28/2021
	Type		Unit	
1	Mobilization/Demobilization		Mile	\$ 6.00
			each	\$ 600.00
	Drilling, Logging, &Recovering Samples (With TCP)			
2A	1. Depth ≤ 50 feet		Tex-132-E (every 5 feet)	\$ 38.00
2B	2. Depth ≥ 50 feet		linear foot	\$ 40.00
	Drilling, Logging, &Recovering Samples (Without TCP)			
3A	1. Depth ≤ 50 feet		linear foot	\$ 30.61
3B	2. Depth ≥ 50 feet		linear foot	\$ 32.57
4	Rock Coring (Soft Rock) ⁽²⁾		linear foot	\$ 33.00
5	Rock Coring (Hard Rock) ⁽²⁾		linear foot	\$ 36.00
6	Staking Borings and Utility Locations		hour	\$ 121.67
	Standby Time (sampling)			
7A	1. Hot Mix Asphalt (minumum of one hour)		hour	\$ 297.74
7B	2. Concrete (minumum of one hour)		each	\$ 117.05
8	Piezometer - 2 inch (including well completion and installation)		each	\$ 171.98
9	Grouting of Borings		linear foot	\$ 48.36
10	Traffic Control - Major		linear foot	\$ 6.86
			day	\$ 3,000.00
	Laboratory Test	Test Method	Unit	
11	Volumetric Shrinkage	ASTM D427	each	\$ 105.24
12	Standard Poor Test	ASTM D698	each	\$ 255.00
13	Modified Poor Test	ASTM D1557	each	\$ 279.75
14	Standard Penetration Test (SPT)	ASTM D1586	LF	\$ 30.04
15	California Bearing Ratio (Single Sample without MD Curve)	ASTM D1883	test	\$ 302.03
16	Unconfined Compressive Strength (Soil)	ASTM D2166	each	\$ 67.44
17	Hydraulic Conductivity Permeability	ASTM D2434	each	\$ 392.00
18	One Dimensional Consolidation Properties of Soil	ASTM D2435	each	\$ 500.00
19	Unconfined Compressive Strength (Rock)	ASTM D2938	each	\$ 94.75
20	Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	set of 3	\$ 679.23
21	Direct Shear Test of Soils Under Consolidated Drained Conditions, SAND	ASTM D3080	set of 3	\$ 580.00
22	Direct Shear Test of Soils Under Consolidated Drained Conditions, CLAY	ASTM D3080	set of 3	\$ 708.79
23	Splitting Tensile of Intact Rock Core	ASTM D3967	each	\$ 131.11
24	Water Stand Pipes	ASTM D4043	each	\$ 37.69
25	Calcium Carbonate Content of Soils	ASTM D4373	LF	\$ 68.31
26	Hydraulic Conductivity Permeability	ASTM D4511	each	\$ 324.08
27	One Dimensional Swell, Methods A&B	ASTM D4546	each	\$ 249.47
28	One Dimensional Swell, Method B Only	ASTM D4546	each	\$ 324.66
29	One Dimensional Swell, Method C	ASTM D4546	each	\$ 247.52
30	Permeability of Silt and Clays	ASTM D5084	each	\$ 390.00
31	Suction Test (Filter Method)	ASTM D5298	each	\$ 92.50
32	Casagrande Type Piezometers	N/A	each	\$ 337.82
33	Casagrande Type Piezometers Installation	N/A	each	\$ 450.00
34	Miscellaneous Testing	N/A	each	Eliminate
35	Vertical Inclinometer	N/A	each	Proposal as needed
36	Vertical Inclinometer Installation	N/A	each	Proposal as needed
37	Vibrating Wire Piezometer	N/A	each	Proposal as needed
38	Vibrating Wire Piezometer Installation	N/A	each	Proposal as needed
39	Soil Boring with SPT	ASTM D1586	LF	\$ 36.00
	Laboratory Test	Test Method	Unit	
Soils & Base Testing				
40	Sampling	Tex-400-A	hour	\$ 66.15
41	Sample Preparation	Tex-101-E	each	\$ 68.00
42	Determining Staking Time	Tex-102-E	each	\$ 72.25
43	Moisture Content	Tex-103-E	each	\$ 15.44
44	Atterburg Limits	Tex-104,105&106-E	Set of 3	\$ 95.00
45	Linear Bar Shrinkage (per bar)	Tex-107-E	each	\$ 69.04
46	Determining the Specific Gravity of Soils	Tex-108-E	each	\$ 80.67
47	Sieve Analysis	Tex-110-E, Part I	each	\$ 89.00
48	Sieve Analysis (Hydrometer with Tex-108-E)	Tex-110-E, Part II	each	\$ 117.00
49	Hydrometer with Tex-108-E (in conjunctin with Tex-110-E, Part II)	Tex-108-E	each	\$ 69.00
50	Percent Passing No. 200 Sieve	Tex-111-E	each	\$ 69.00

COMMENTS

Requesting re-evaluation as per mile unit cost

No original cost presented for consideration

TEST NO.	CMT Firm: RABA-Kistner Fee Schedule Date: 01/26/2021			Final as of 4/21/2021 & 4/28/2021	COMMENTS
51	Determining the Amount of Material in Solis Finer than the 75 mi	Tex-111-E	each		
52	Admixing Lime to Reduce Plasticity Index of Soils	Tex-112-E	each	\$ 146.00	
53	Moisture-Density Relationship	Tex-113-E	each	\$ 275.00	
54	Moisture-Density Relationship	Tex-114-E	each	\$ 255.00	
55	Field Density Measurements	Tex-115-E	hour	\$ 68.00	
56	Wet Ball Mill Test	Tex-116-E	each	\$ 260.00	
57	Texas Triaxial Compression ⁽⁶⁾	Tex-117-E, Part I	each	\$ 1,075.00	
58	Texas Triaxial Compression ⁽⁶⁾	Tex-117-E, Part II	each	\$ 1,510.00	
59	Quality Assurance (QA) Series for Flexible Base ^{(7) (8)}	See Foot Notes	each	\$ 2,180.00	No original cost presented for consideration
60	Soil- Cement Testing ⁽⁷⁾	Tex-120-E, Part II	each	\$ 439.45	
61	Soil- Lime Testing ⁽⁷⁾	Tex-121-E, Part II	each	\$ 430.11	
61.1	Soil-Lime Testing Determining Stabilization Ability of Lime by Soil pH	Tex-121-E, Part III	each	\$ 431.11	No original cost presented for consideration
62	Determining the Drainage Factor of Soil Materials (Not Field Test)	Tex-123-E ++	each	\$ 357.50	
63	Determining Modulus of Sub-grade Reaction (K Value) (Not Field Test)	Tex-125-E ++	each	\$ 144.50	
64	Molding, Testing, and Evaluation Bituminous Black Base Materials	Tex-126-E ++	each	\$ 1,535.00	
65	Lime-Fly Ash Compression ⁽⁷⁾	Tex-127-E	each	\$ 719.39	
66	Soil pH	Tex-128-E	each	\$ 53.94	
67	Resistivity of Soils	Tex-129-E	each	\$ 120.00	
68	Slurry Testing	Tex-130-E	each	\$ 109.14	
69	Texas Cone Penetration	Tex-132-E	each	\$ 41.79	
70	Freezing and Thawing Tests oc Compacted Soil-Cement Mixture	Tex-135-E	each	\$ 365.00	
71	Thickness of Pavement Layers (4 hour minimum)	Tex-140-E	hour	\$ 107.04	
72	Manual Procedure for Description and Identification of Soils	Tex-141-E	each	\$ 51.18	
73	Laboratory Classification os Soils for Engineering Purposes	Tex-142-E	each	\$ 70.00	
74	Sulfate Content in Soils	Tex-145-E	each	\$ 95.00	
75	Conductivity Test for Field Detection of Sulfates in Soil	Tex-146-E	each	\$ 100.96	
75.1	Organic Content Using UV-VIS Method	Tex-148-E	each	\$ 231.70	
76	Determining Cholride and Sulfate Contents in Soils	Tex-620-J	each	\$ 88.16	
77	Free Swell Test	EM1110-2-1906	each	\$ 195.00	
78	Pressure Swell Test	EM1110-2-1906	each	\$ 293.00	
79	One-Dimensional Swell	ASTM D4546	each	\$ 293.00	
80	One-Dimensional Swell (Method B Only)	ASTM D4546	each	\$ 280.00	
81	Potential Vertical Rise Calculation	Tex-124-E	each	\$ 85.14	
82	Volumetric Shrinkage	ASTM D4943	each	\$ 119.00	
83	Volumetric Shrinkage	ASTM D427	each		
84	Unconfined Compression Test (Soil)	ASTM D2166	each	\$ 66.79	
85	Unconfined Compression Test (Rock)	ASTM D2938	each	\$ 97.80	
86	Unconfined Compression Test (Rock) (Method D)	ASTM D7012	each	\$ 75.00	
	Unconsolidated Undrained (UU) Triaxial Compression Test				
87	1. Set of Three	Tex-118-E	set	\$ 312.36	
88	2. Multistage	Tex-118-E	each	\$ 286.21	
	Consolidated Undrained (CU) Triaxial Compression Test				
89	1. Set of Three	Tex-131-E or ASTM D4767	set	\$ 1,502.50	
90	2. Multistage	Tex-131-E or ASTM D4767	each	\$ 1,362.50	
	Consolidated Drained (CD) Triaxial Compression Test				
91	1. Set of Three	Tex-131-E or ASTM D4767	set	\$ 1,335.00	
92	2. Multistage	Tex-131-E or ASTM D4767	each	\$ 1,261.50	
93	Direct Shear Consolidated Drained (CD), sand	ASTM D3080	set of 3	\$ 665.00	
94	Direct Shear Consolidated Drained (CD), clay	ASTM D3080	set of 3	\$ 834.92	
95	One-Dimensional Consolidation Test (7 load increments)	ASTM D2435	each	\$ 597.14	
96	Resilient Modulus (fine-grained soils)	AASHTO T307	each	\$ 1,200.00	
	Hot Mix Asphalt Testing				
97	Sieve Analysis of Fine and Coarse Aggregates	Tex-200-F	each	\$ 94.54	
98	Bulk Specific Gravity and Water Absorption of Aggregates	Tex-201-F	each	\$ 91.88	
99	Apparent Specific Gravity of Material Finer Than 180 µm (No. 80) Sieve	Tex-202-F	each	\$ 65.00	
100	Sand Equivalent Test	Tex-203-F	each	\$ 95.50	
101	Laboratory Method of Mixing Bituminous Mixtures	Tex-205-F	Set of 3	\$ 187.00	
102	Compacting Specimens Using the Texas Gyrotory Compactor (TG)	Tex-206-F	Set of 3	\$ 113.04	
103	Determining Bulk Specific Gravity of Compacted Bituminuous Mixtures	Tex-207-F (I)	each	\$ 50.00	
	Determining In-Place Density of Compacted Bituminuous Mixtures (Nuclear Method)	Tex-207-F (III)	each	\$ 45.00	
105	Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (IV)	each	\$ 88.69	
106	Segregation Profile	Tex-207-F (V)	each	\$ 194.17	
107	Joint Density	Tex-207-F (VII)	each	\$ 194.17	
108	Test of Stabilometer Value of Bituminous Mixtures	Tex-208-F	set of 3	\$ 157.05	
109	Determining Asphalt Content of Bituminous Mixtures by Extraction	Tex-210-F	each	\$ 182.13	

TEST NO.	CMT Firm: RABA-Kistner Fee Schedule Date: 01/26/2021			Final as of 4/21/2021 & 4/28/2021	COMMENTS
110	Recovery of Asphalt from Bituminous Mixtures by the Abson Pro	Tex-211-F	each	\$ 289.11	
111	Determining Moisture Content of Bituminous Mixtures	Tex-212-F	each	\$ 54.03	
112	Determining Hydrocarbon-Volatile Content of Bituminous Mixture	Tex-213-F	each	\$ 131.76	
113	Determining Deleterious Material and Decantation Test for Coarse Aggregates	Tex-217-F	each	\$ 110.00	
114	Indirect Tensile Strength Test	Tex-226-F	each	\$ 495.02	
115	Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	each	\$ 105.31	
116	Determining Asphalt Content of Bituminous Mixtures by the Nuclear	Tex-228-F	each	\$ 103.18	
117	Combined HMA Cold-Belt Sampling and Testing Procedure	Tex-229-F	each	\$ 83.50	
118	Determining Draindown Characteristics in Bituminous Mixtures	Tex-235-F	each	\$ 75.00	
119	Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex-236-F	each	\$ 168.25	
120	Asphalt Release Agents	Tex-239-F	each	\$ 90.00	
121	Superpave Gyrotory Compacting of Test Specimens of Bituminous	Tex-241-F	each	\$ 158.11	
122	Hamburg Wheel Tracker	Tex-242-F	each	\$ 600.00	
123	Tack Coat Adhesion	Tex-243-F	each	\$ 185.00	
124	Thermal Profile	Tex-244-F	each	\$ 164.50	
125	Cantabro Loss	Tex-245-F	each	\$ 219.67	
126	Permeability or Water Flow of Hot Mix Asphalt	Tex-246-F	each	\$ 83.50	
127	Overlay Test	Tex-248-F	set of 3	\$ 762.22	
128	Flat and Elongated Particles	Tex-280-F	each	\$ 77.36	
129	Sampling Bituminous Materials, Pre-Molded Joint Fillers, and Joint	Tex-500-C	each	\$ 87.00	
130	Asphalt Binder Water in Petroleum	Tex-501-C AASHTO T55	each	\$ 125.25	
131	Penetration of Bituminous Materials	Tex-502-C AASHTO T49	each	\$ 130.82	
132	Ductility of Asphalt Materials	Tex-503-C AASHTO T51	each	\$ 141.50	
133	Flash and Fire Points by Cleveland Open Cup	Tex-504-C AASHTO T48	each	\$ 70.56	
134	Softening Point of Bitumen (Ring and Ball Apparatus)	Tex-505-C AASHTO T53	each	\$ 120.27	
135	Solubility of Bituminous Materials	Tex-507-C AASHTO T44	each	\$ 147.75	
136	Specific Gravity	Tex-508-C AASHTO T228	each	\$ 96.00	
137	Spot Test of Asphaltic Materials	Tex-509-C AASHTO T102	each	\$ 203.50	
138	Effect of Heat and Air on Asphalt Materials (Thin-Film Oven Test)	Tex-510-C AASHTO T179	each	\$ 169.30	
139	Flash Point with Tag Open-Cup Apparatus for Use with Material H	Tex-512-C AASHTO T79	each	\$ 113.88	
140	Saybolt Viscosity	Tex-513-C AASHTO T72	each	\$ 89.02	
141	Cutback Asphalts - Specific Gravity, API Gravity, or Density of Cutback Asphalts by Hydrometer Method; Emulsified Asphalts - Weight per Gallon of Emulsified Asphalt	Tex-514-C ASTM D3142 ASTM D244	each	\$ 423.00	
142	Distillation of Cutback Asphalt Products	Tex-515-C AASHTO T78	each	\$ 205.67	
143	Float Test for Bituminous Materials	Tex-519-C AASHTO T50	each	\$ 87.83	
144	Standard Test Method for Emulsified Asphalts	Tex-521-C AASHTO T59	each	\$ 241.88	
145	Viscosity of Asphalts by Vacuum Capillary Viscometer	Tex-528-C AASHTO T202	each	\$ 47.50	
146	Kinematic Viscosity of Asphalts (Bitumens)	Tex-529-C AASHTO T201	each	\$ 89.02	
147	Boil Test (Effect of Water on Paving Mix)	Tex-530/531-C	each	\$ 153.50	
148	Field Coring - ACP Thickness	ASTM D3549	each	\$ 124.25	
149	Pavement Thickness Determin. (Full Depth)	ASTM D3549	each	\$ 153.00	
150	Determining Polymer Additive Percentages in Polymer Modified	Tex-533-C	each	\$ 82.50	
151	Calculating Viscosity from Penetration	Tex-535-C	each	\$ 87.06	
152	Elastic Recovery of Tensile Deformation Using a Durometer	Tex-539-C	each	\$ 79.13	
153	Measurement of Polymer Separation on Heating in Modified Asphalt	Tex-540-C	each	\$ 129.50	
154	Rolling Thin Film Oven Test for Asphalt Binders	Tex-541-C AASHTO T240	each	\$ 189.00	
155	Flexural Creep Stiffness Using the Bending Beam Rheometer	AASHTO T313	each	\$ 275.00	
156	Determining Rheological Properties of Asphalt Binder Using a Dyr	AASHTO T315	each	\$ 244.13	
157	Determining Breaking Index for Asphalt Emulsions	Tex-542-C	each	\$ 251.89	
158	Resilience Test for Sealants and Repair Materials	Tex-547-C	each	\$ 305.36	
159	Tensile Strain to Failure	Tex-548-C	each	\$ 84.00	
160	Cone Flow Test	Tex-549-C	each	\$ 87.50	
161	Flexibility Test for Sealants and Repair Materials	Tex-550-C	each	\$ 302.50	
162	Settlement of Sealants and Repair Materials	Tex-551-C	each	\$ 118.50	
	Concrete & Aggregate Testing				
163	Sieve Analysis for Conc. Agg	Tex-401-A	each	\$ 90.10	
164	Fineness Modulus for Conc. Agg	Tex-402-A	each	\$ 47.50	
165	SSD Specific Gravity / Absorption Conc. Agg	Tex-403-A	each	\$ 88.00	
166	Unit Weight of Conc. Agg	Tex-404-A	each	\$ 58.30	
167	Determining Percent Voids and Solids in Concrete	Tex-405-A	each	\$ 75.94	
168	Decantation for Conc. Agg	Tex-406-A	each	\$ 63.75	
169	Organic Impurities for Conc. Agg	Tex-408-A	each	\$ 59.16	
170	Free Moisture and Water Absorption in Aggregate for Concrete	Tex-409-A	each	\$ 66.00	
171	L.A. Abrasion	Tex-410-A	each	\$ 403.12	
172	5 Cycle Magnesium Soundness	Tex-411-A	each	\$ 520.48	
173	Deleterious Material for Conc. Agg	Tex-413-A	each	\$ 77.25	
174	Air Content of Fresh Concrete by Volumetric	Tex-414-A	each	\$ 36.05	
175	Slump of Fresh Concrete	Tex-415-A	each	\$ 29.90	

ATTACHMENT E: FEE SCHEDULE [SPECIFIED RATE / LUMP SUM PAYMENT BASIS]

Raba Personnel Classification	Hourly Base Rate	Contract Rate FY 2021
Senior Project Manager / Principal	\$ 64.73	\$ 178.00
Senior Geotechnical Engineer	\$ 47.27	\$ 130.00
Geotechnical Engineer	\$ 36.73	\$ 101.00
Project Engineer	\$ 45.81	\$ 125.98
Engineering Lab Manager	\$ 32.00	\$ 88.00
Utility Coordinator	\$ 40.36	\$ 110.98
Senior Project Inspector	\$ 34.55	\$ 95.00
Project Inspector	\$ 23.64	\$ 65.00
EIT	\$ 31.64	\$ 87.00
Engineer Tech / GIS	\$ 21.82	\$ 60.00
Logger	\$ 21.64	\$ 59.52
Field Technician (Soils, Aggr, Asph, Conc)	\$ 24.73	\$ 68.02
CADD Operator	\$ 28.44	\$ 78.20
Admin/Clerical	\$ 22.12	\$ 60.82

ATTACHMENT E-1

FEE SCHEDULE

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

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

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

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

EXHIBIT D
ESTIMATE OF MAN -HOURS AND
TEST BREAKDOWN

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County RMA Toll Road 365 Segment 2

TEST NO.	SERVICE	UNIT RATE	QUANTITY	TOTAL
Earthwork:				
54	Moisture-Density Relationship (Proctor)	\$255.00 each	130	\$33,150.00
44	Atterberg Limits Determinations (P.I.) (TxDOT)	\$95.00 each	390	\$37,050.00
50	Sieve Analysis -200	\$69.00 each	130	\$8,970.00
47	Sieve Analysis - Gravel / Caliche	\$89.00 each	150	\$13,350.00
66	Soil PH	\$53.94 each	150	\$8,091.00
67	Resistivity of soils	\$120.00 each	150	\$18,000.00
74	Sulfate Content in Soils	\$95.00 each	150	\$14,250.00
	Field Density Daily Equipment Charge - Embankment - Backfill	\$75.00 day	900	\$67,500.00
Subtotal				\$200,361.00
Concrete: Footings, Columns, Abutments, Caps, Bridge decks, Approaches, Bridge Rails				
163	Sieve Analysis for Concrete Aggregate	\$90.10 each	40	\$3,604.00
164	Fineness Modulus for Concrete Aggregate	\$47.50 each	20	\$950.00
168	Decantation for Concrete Aggregate	\$63.75 each	20	\$1,275.00
169	Organic Impurities for Concrete Aggregate	\$59.16 each	20	\$1,183.20
173	Deleterious Material for Concrete Aggregate	\$77.25 each	20	\$1,545.00
175	Slump of fresh Concrete	\$29.90 each	400	\$11,960.00
177	Unit Weight, yield and air content (gravimetric)	\$60.13 each	400	\$24,052.00
178	Concrete Compressive Strength Tests	\$23.00 each	1825	\$41,975.00
179	Measure Temp. of Fresh Concrete	\$23.16 each	400	\$9,264.00
176	Air Content of Concrete	\$32.08 each	400	\$12,832.00
Subtotal				\$108,640.20
Professional Services:				
Full Time Tech No. 1 - Based off a Construction Duration of 3 1/2 yrs				
	Full time Tech (Assuming no more than 50 hours per wk.)	\$68.02 hours	11700	\$795,834.00
	Vehicle Travel Charge (Daily Usage Fee)	\$125.00 trip	1403	\$175,375.00
Subtotal				\$971,209.00
Full Time Tech No. 2- Based off a Construction Duration of 3 1/2 yrs				
	Full time Tech (Assuming no more than 50 hours per wk.)	\$68.02 hours	11700	\$795,834.00
	Vehicle Travel Charge (Daily Usage Fee)	\$125.00 trip	1403	\$175,375.00
Subtotal				\$971,209.00
Reinforcing Steel Observer				
	Reinforcing Steel Observation	\$95.00 hour	1228	\$116,660.00
	Vehicle Travel Charge	\$125.00 trip	307	\$38,375.00
Subtotal				\$155,035.00

RATES CONTINUE ON PAGE 5



CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County RMA Toll Road 365 Segment 2

Structural Steel Observer					
195	Structural Steel Observation/Bolts and Weld Certified Welding Inspector	\$150.00	hour	352	\$52,800.00
	Non- Destructive Testing (Radiographic/Ultrasonic)	Cost + 15%		As requested	
	Vehicle Travel Charge	\$125.00	trip	44	\$5,500.00
	Subtotal				\$58,300.00
	Project Coordination	\$110.00	hour	600	\$66,000.00
	Geotechnical	\$130.00	each	450	\$58,500.00
	Materials Engineer	\$178.00	each	450	\$80,100.00
	Vehicle Travel Charge	\$125.00	trip	125	\$15,625.00
	Subtotal				\$220,225.00
	TOTAL:				\$2,684,979.20
	Contingency			10%	\$268,497.92
	GRAND TOTAL:				\$2,953,477.12

DRAFT



**EXHIBIT F
WORK SCHEDULE**

EXHIBIT F

WORK SCHEDULE

HCRMA Construction & Materials Testing Services
TOLL365 (SH 365)

Task Name	Start	Finish
Material Testing	10/1/2021	12/13/2025
Geotechnical	10/1/2021	12/13/2025
Other Analyses	10/1/2021	12/13/2025
All sampling and testing of components and materials	10/1/2021	12/13/2025
Hot Mix Asphalt Testing	10/1/2021	12/13/2025
Concrete Testing	10/1/2021	12/13/2025
Construction Oversight Documentation	10/1/2021	12/13/2025
Project Correspondence File (Design and Construction)	10/1/2021	12/13/2025

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). **NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line:** _____ **and attach with the work authorization or supplemental work authorization.**

Contract #: _____ Assigned Goal: 6% Prime Provider Raba Kistner, Inc.

Work Authorization (WA)#: 1 WA Amount: \$2,953,477.12 Date: _____

Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____

Revised WA Amount: _____

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
FC	\$0
FC	\$0
Total Commitment Amount <i>(Including all additional pages.)</i>	\$0

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: Raba Kistner, Inc. Address: 12821 W. Golden Lane San Antonio, Texas 78249 VID Number: PH: & FAX: 210-699-9090 / 210-699-6426 Email: cschultz@rkci.com	Name: <u>Chris L. Schultz</u> <i>(Please Print)</i> Title: <u>President</u> <hr/> Signature Date
DBE/HUB Sub Provider Subprovider Name: VID Number: Address: PH: Email:	Name: _____ <i>(Please Print)</i> Title: _____ <hr/> Signature Date
Second Tier Sub Provider Subprovider Name: VID Number: Address: Phone #& Fax #: Email:	Name: _____ <i>(Please Print)</i> Title: _____ <hr/> Signature Date

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

This Page
Intentionally
Left Blank

Item 3C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3C </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 10/14/2021 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 10/26/2021 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2021-47 – APPROVAL OF AWARD OF CONTRACT WITH ATLAS TECHNICAL CONSULTANTS FOR CONSTRUCTION MATERIAL TESTING SERVICES FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.**

2. Nature of Request: (Brief Overview) Attachments: X Yes No
Approval of award contract for CMT Services to Atlas Technical Consultants.

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 2021-47 - Approval of award of contract with Atlas Technical Consultants for Construction Material Testing Services for the Hidalgo County Regional Mobility Authority, as presented.**

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

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

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

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

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

10. Chief Development Engineer’s Recommendation: Approved Disapproved X None

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

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



Memorandum

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

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

Date: October 19, 2021

Subject: RESOLUTION 2021-47 APPROVAL OF AWARD OF CONTRACT ATLAS
TECHNICAL CONSULTANTS FOR CONSTRUCTION MATERIAL TESTING
SERVICES FOR THE HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY

GOAL

Approval and authorization to enter into contract for 2020-2021 Construction Material Testing Services with Atlas Technical Consultants.

HISTORY

October 27, 2020 the HCRMA Board authorized the Executive Director to enter into negotiations with each of the, ranked firms and further approach Board with recommended award and distribution of work in accordance to acceptable terms and conditions of assignments.

Atlas Technical Consultants shall serve as the Authority's Independent Assurance Testing Firm. Their prime responsibility is to provide oversight or quality assurance of construction materials testing. The Independent Assurance (IA) programmer evaluates all sampling and testing procedures, personnel, and equipment used as part of testing and acceptance decisions verifying compliance with all required regulations, and / or specifications. They shall service the entire project, Phase II of 365Toll highway construction project and administer the HCRMA Quality Monitoring and Quality Assurance Program.

RECOMMENDATION

Staff recommends award of contract to Atlas Technical Consultants in the amount of \$402,877.44 for an "indefinite delivery/indefinite quantity [IDIQ]" set of rates for a proposed three (3) year fixed period of time, during that period of time the Engineer will be responsible for an unlimited number of separate projects, or additional work on a current project to be issued on an individual work order basis.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-47

APPROVAL OF AWARD OF CONTRACT WITH ATLAS TECHNICAL CONSULTANTS FOR CONSTRUCTION MATERIAL TESTING SERVICES FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 26th day of October, 2021, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on February 19, 2014, the Authority issued a solicitation for Statements of Qualification for Construction Material Testing Services for the Authority (the “Solicitation”); and

WHEREAS, on March 21, 2014 the Authority received responses to the Solicitation; and

WHEREAS, on April 23, 2014, Resolution 2014-38 authorized Authority staff to negotiate and enter into agreements with the top three scored firms (Raba Kistner Consultants Inc., L&G Laboratories and Terracon Consultants, Inc.) for Construction Material Testing Services (the “Services”); and

WHEREAS, on July 24, 2018, Resolution 2018-45 authorized Authority staff to procure one additional lab to provide additional Services; and

WHEREAS, on July 29, 2018, the Authority published a second Solicitation; and received three (3) responses, of which only one was deemed responsive;

WHEREAS, on September 25, 2018, the Authority authorized staff to negotiate contract terms for the Services to PaveTex Engineering LLC, dba PAVETEX, the sole responsive firm that met the professional services criteria set forth in the Solicitation;

WHEREAS, on August 21, 2020, the Authority received five (5) sealed statements of qualification packets. An internal committee of three HCRMA staff engineers ranked and reviewed; the Authority determined it necessary to negotiate contract terms to enter into negotiations with each of the ranked firms and further approach Board with recommended award and distribution of work in accordance to acceptable terms and conditions of assignments; and

WHEREAS on October 27, 2020, the Authority approved Resolution 2020-28 Approval to enter into negotiations with each of the short-listed firms for Construction Material Testing for the Hidalgo County Regional Mobility Authority and further approach Board with recommended award and distribution of work in accordance to acceptable terms and conditions of assignments; and

WHEREAS the Authority finds it necessary to approve Resolution 2021-47 Approval of Award of Contract by and between the Atlas Technical Consultants formerly known as Pavetex Engineering, LLC, and the Hidalgo County Regional Mobility Authority for Construction Material Testing 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 Award of Contract by and between Atlas Technical Consultants and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services in the amount of \$402,877.44, hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute the Professional Service Agreement for Construction Material Testing with Atlas Technical Consultants., as approved by the Board.

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 26th day of October 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Main
Professional Service
Agreement with
Atlas Technical Consultants.
For
Construction Material Testing Services

STATE OF TEXAS
COUNTY OF HIDALGO

§
§

**PROFESSIONAL SERVICES AGREEMENT FOR
ENGINEERING / DESIGN SERVICES**

THIS CONTRACT FOR ENGINEERING SERVICES is made by and between the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter the “Authority”) and Atlas Technical Consultants LLC. (hereinafter the “Engineer”), having its principal business address at 1959 Saratoga Blvd., building 12, Corpus Christi, TX 78417 for the purpose of contracting for engineering services (hereinafter the “Agreement”).

WITNESSETH

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

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

WHEREAS, pursuant to the Procurement and the Authority Board of Director’s (the Board’s) ranking of respondents thereto, the Board finds it to be in the best interest of the Authority to engage the Engineer to provide verification sampling and testing services as required by the 2019 TxDOT Guide Schedule of Sampling & Testing for Design Bid-Build Projects and adopted Quality Assurance Program (QAP) to assure that materials and workmanship incorporated into highway construction projects are in reasonable conformity with the requirements of the approved plans and specifications, including any approved changes as required for the development of the Project, as approved by the Authority to wit: **PROVIDE CONSTRUCTION MATERIALS TESTING TO ASSURE MATERIALS, INCORPORATED INTO THE 12.23 MILES OF SEGMENT 1 [FROM MCCOLL ROAD TO US281] AND SEGMENT 2 [FROM FM396, ANZALDUAS HIGHWAY/GSA CONNECTOR] ON PHASE II OF 365 TOLL HIGHWAY CONSTRUCTION PROJECT ARE SUBJECT TO VERIFICATION SAMPLING AND TESTING WHEN REQUIRED AND MEET PROJECT PLANS AND SPECIFICATIONS; AND ADMINISTERING QUALITY MONITORING AND QUALITY ASSURANCE PROGRAM. OVERALL PROJECT CONSISTS OF CONSTRUCTION OF A 12.23 MILE TOLLED FACILITY FROM FM 396 & GSA CONNECTOR TO US 281 (MILITARY HIGHWAY), WHICH CONSISTS OF: OF GRADING, FLEXIBLE BASE, LIME TREATED SUBGRADE, ASPHALTIC CONCRETE PAVEMENT, CONCRETE PAVEMENT, SIGNING AND PAVEMENT MARKINGS, CROSS CULVERTS, BRIDGE STRUCTURES, RETAINING WALLS, ILLUMINATION AND TOLL EQUIPMENT.** (the “Project”);

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

AGREEMENT

ARTICLE I SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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

1.2 The Authority and the Engineer will furnish items and perform those services for fulfillment of the Agreement as identified in Attachment B, Services to be provided by the Authority and Attachment C, Services to be provided by the Engineer. All services provided by the Engineer will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers.

ARTICLE II AGREEMENT PERIOD

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on {December 13, 2025} unless the Agreement period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Section 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Section 14, Termination. Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

ARTICLE III COMPENSATION

3.1 **Maximum Amount Payable.** The maximum amount payable under this contract is \$402,877.44 unless modified (1) modified written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements or (2) modified through a work authorization as set forth in Article V, provided that such work authorizations is adopted by Board action.

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

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

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

ARTICLE IV PAYMENT REQUIREMENTS

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

4.2 **Billing Statement.** The billing statement shall show the work authorization number for each work authorization included in the billing, the total amount earned to the date of submission, and the amount due and payable as of the date of the current billing statement for each work authorization. The billing statement shall indicate if the work has been completed or if the billing is for partial completion of the work. The lump sum fee will be paid in proportion to the percentage of work completed per work authorization.

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

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

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

4.6 **Required Reports.**

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

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

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

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

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

4.9 **Audit.** The Authority auditor may conduct an audit or investigation of any entity receiving funds from the Authority directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the Authority's right or the Authority's auditor right, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the Authority auditor with access to any information the Authority auditor considers relevant to the investigation or audit.

ARTICLE V WORK AUTHORIZATIONS

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

ARTICLE VI SIGNATORY WARRANTY

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

ARTICLE VII NOTICES

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

Engineer: Atlas Technical Consultants LLC 1959 Saratoga Blvd., Building 12 Corpus, Christi, Texas 78417 Attn: Marvin Garcia P.E, Senior Vice President/ Director of Operations	Authority: Hidalgo County Regional Mobility Authority (HCRMA) 203 W. Newcombe, Ave. Pharr, Texas 78577 Attn: Pilar Rodriguez, P.E., Executive Director
---	---

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

ARTICLE VIII

INCORPORATION OF PROVISIONS

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

SIGNATORIES

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

AUTHORITY

ENGINEER

By: _____

By: _____

Name: Pilar Rodriguez

Name: Marvin Garcia, P.E.

Title: Executive Director

Title: Senior Vice President-Regional Director of Operations

Hidalgo County Regional Mobility Authority

ATLAS TECHNICAL CONSULTANTS, LLC

Date: _____

Date: _____

:

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

Attachments	Title
A	General Provisions
B	Services to Be Provided by the Authority
C	Services to Be Provided by the Engineer
D	Work Authorization Forms
D-1	Work Authorization Form for Agreement for Engineering Services
D-2	Supplemental Work Authorization Form
E	Fee Schedule
E-1	Final Cost Proposal Form
E-2	Rate Sheets
E-3	Maximum Amount Payable
F	Work Schedule
G	Contract Deliverables/Computer Graphics Files for Document and Information Exchange, if applicable
H	DBE Participation
H-MOU	Memorandum of Understanding
H-Instructions	Instructions As per 49CFR 26.21
H-FG	Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts – See Attachment H Instructions
H-FN	Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts – See Attachment H Instructions
H-SG	Historically Underutilized Business (HUB) Requirements for County Funded Professional or Technical Services Contracts – County of Texas HUB. Subcontracting plan required – See Attachment H Instructions
H-SN	Historically Underutilized Business (HUB) Requirements for County Funded Professional or Technical Services Contracts – No County of Texas HUB
H-1	Subprovider Monitoring System Commitment Worksheet
H-2	Subprovider Monitoring System Commitment Agreement
H-3	Monthly Progress Assessment Report
H-4	Subprovider Monitoring System Final Report
H-5	Federal Subproviders and Supplier Information
H-6	HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report
H-7	DBE Certifications
I	Certificate of Insurance
J	Conflicts of Certification
K	Debarment Certification
L	2019 Quality Assurance Program for Design Bid Build Projects
M	2019 Guide Schedule of Sampling & Testing for Design Bid-Build Projects

**ATTACHMENT A
GENERAL PROVISIONS**

INDEX TO PROVISIONS

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

ATTACHMENT A GENERAL PROVISIONS

SECTION 1. WORK AUTHORIZATIONS

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

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

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

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

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

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

ATTACHMENT A GENERAL PROVISIONS

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

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

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

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

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

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

SECTION 2. PROGRESS

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

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

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

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

ATTACHMENT A GENERAL PROVISIONS

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

E. Corrective Action. Should the Authority determine that the progress of work does not satisfy the milestone schedule set forth in a work authorization, the Authority shall review the work schedule with the Engineer to determine the nature of corrective action needed.

SECTION 3. SUSPENSION OF WORK AUTHORIZATION

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

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

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

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

SECTION 4. ADDITIONAL WORK

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

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

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

ATTACHMENT A GENERAL PROVISIONS

SECTION 5. CHANGES IN WORK

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

B. Work Does Not Comply with the Agreement. If the Engineer submits work that does not comply with the terms of this Agreement, the Authority shall instruct the Engineer to make such revision as is necessary to bring the work into compliance with this Agreement. No additional compensation shall be paid for this work.

C. Errors/Omissions. The Engineer shall make revisions to the work authorized in this Agreement which are necessary to correct errors or omissions appearing therein, when required to do so by the Authority. No additional compensation shall be paid for this work.

SECTION 6. SUPPLEMENTAL AGREEMENTS

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

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

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

SECTION 7. OWNERSHIP OF DATA

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

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

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

ATTACHMENT A GENERAL PROVISIONS

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

SECTION 8. PUBLIC INFORMATION AND CONFIDENTIALITY

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

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

SECTION 9. PERSONNEL, EQUIPMENT AND MATERIAL

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

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

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

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

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

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

ATTACHMENT A GENERAL PROVISIONS

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

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

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

SECTION 10. SUBCONTRACTING

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

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

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

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

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

SECTION 11. INSPECTION OF WORK

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

ATTACHMENT A GENERAL PROVISIONS

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

SECTION 12. SUBMISSION OF REPORTS

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

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

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

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

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

SECTION 14. TERMINATION

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

1. By mutual agreement and consent, in writing from both parties.
2. By the Authority by notice in writing to the Engineer as a consequence of failure by the Engineer to perform the services set forth herein in a satisfactory manner.
3. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
4. By the Authority for reasons of its own, not subject to the mutual consent of the Engineer, by giving ten business days notice of termination in writing to the Engineer.
5. By the Authority, if the Engineer violates the provisions of Attachment A, General Provisions Section 21, Gratuities.
6. By satisfactory completion of all services and obligations described herein.

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

C. Value of Completed Work. If the Engineer defaults in the performance of this Agreement or if the Authority terminates this Agreement for fault on the part of the Engineer, the Authority will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in Attachment E, Fee Schedule) by the Engineer in performing the work to the date of default;

ATTACHMENT A GENERAL PROVISIONS

(2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the Authority; (4) the cost to the Authority of employing another firm to complete the required work; (5) the time required to employ another firm to complete the work; and (6) other factors which affect the value to the Authority of the work performed.

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

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

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

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

SECTION 15. COMPLIANCE WITH LAWS

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

SECTION 16. INDEMNIFICATION

A. THE ENGINEER SHALL SAVE AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, AND EMPLOYEES, FROM ALL CLAIMS, LIABILITY, ACTION, AND LOSS (INCLUDING DAMAGE OR INJURY INCLUDING DEATH TO PERSONS OR PROPERTY) DUE TO ACTIVITIES OF ITSELF, ITS AGENTS, SUBCONTRACTORS, OR EMPLOYEES PERFORMED UNDER THIS AGREEMENT TO THE EXTENT THAT SUCH CLAIMS, LIABILITIES, ACTIONS AND LOSSES ARE CAUSED BY OR RESULT FROM ERROR, OMISSION, OR NEGLIGENT ACT, INCLUDING ANY VIOLATION OF ANY STATUTES, ORDINANCES, BUILDING CODES OR REGULATIONS, OF THE ENGINEER OR OF ANY PERSON EMPLOYED OR ENGAGED BY THE ENGINEER.

**ATTACHMENT A
GENERAL PROVISIONS**

- B.** THE ENGINEER SHALL REIMBURSE, IN PROPORTION TO ENGINEER'S LIABILITY, THE AUTHORITY'S REASONABLE ATTORNEY'S FEES INCURRED DEFENDING THE AUTHORITY AGAINST A CLAIM BASED WHOLLY OR PARTLY ON THE ERROR, OMISSION, OR NEGLIGENT ACT OF THE ENGINEER, ITS AGENTS, ITS SUBCONTRACTORS, OR EMPLOYEES.
- C.** In no event shall either party be liable to the other party for any consequential, incidental, punitive, or indirect damages or losses regardless of the cause of such damages. Notwithstanding any other provision to the contrary contained in this Agreement, Engineer's total liability for all claims or causes of action of any kind shall not exceed the amounts recoverable from the insurance limits set forth in this Agreement.

SECTION 17. ENGINEER'S RESPONSIBILITY

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

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

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

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

SECTION 18. NONCOLLUSION

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

B. Liability. For breach or violation of this warranty, the Authority shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

SECTION 19. INSURANCE

ATTACHMENT A GENERAL PROVISIONS

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

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

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

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

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

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

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

SECTION 20. GRATUITIES

Employees of the Authority shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the Authority under this Agreement. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Authority. Any person doing business with or who may reasonably speaking do business with the Authority under this Agreement may not make any offer of benefits, gifts or favors to departmental employees, except as mentioned herein above. Failure on the part of the Engineer to adhere to this policy may result in the termination of this Agreement.

ATTACHMENT A GENERAL PROVISIONS

SECTION 21. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS

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

SECTION 22. MAINTENANCE, RETENTION AND AUDIT OF RECORDS

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

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

SECTION 23. CIVIL RIGHTS COMPLIANCE

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

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible."

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

ATTACHMENT A GENERAL PROVISIONS

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

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

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

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

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

SECTION 24. PATENT RIGHTS

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

SECTION 25. COMPUTER GRAPHICS FILES

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

SECTION 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Engineer certifies that the individual or business entity named in this Agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is

ATTACHMENT A
GENERAL PROVISIONS

inaccurate. If the above certification is shown to be false, the Engineer is liable to the Authority for attorney's fees, the cost necessary to complete this Agreement, including the cost of advertising and awarding a second Agreement, and any other damages provided by law or this Agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ATTACHMENT A GENERAL PROVISIONS

SECTION 27. DISPUTES

A. Disputes Not Related to Agreement Services. The Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Engineer in support of the services authorized herein.

B. Disputes Concerning Work or Cost. Any dispute concerning the work hereunder or additional costs, or any non-procurement issues shall be settled by mediation and if mediation is unsuccessful then parties go to trial under Texas State law.

SECTION 28. SUCCESSORS AND ASSIGNS

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

SECTION 29. SEVERABILITY

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

SECTION 30. PRIOR AGREEMENTS SUPERSEDED

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

SECTION 31. CONFLICT OF INTEREST

A. Representation by Engineer. The undersigned represents that its firm has no conflict of interest that would in any way interfere with its or its employees' performance of services for the Authority or which in any way conflicts with the interests of the Authority. The firm shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Authority's interests.

B. Certification Status. The Engineer certifies that it is not:

1. a person required to register as a lobbyist under Chapter 305, Government Code; or
2. a public relations firm other than the firms identified in the presentation to the RMA Board.

C. Environmental Disclosure. If the Engineer will prepare an environmental impact statement or an environmental assessment under this Agreement, the Engineer certifies by executing this Agreement that it has no financial or other interest in the outcome of the project on which the environmental impact statement or environmental assessment is prepared.

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

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

ATTACHMENT A GENERAL PROVISIONS

SECTION 33. CERTIFICATIONS

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

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

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

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

D. If the Project is a federal aid project, Engineer is required to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), which prohibit the use under non-exempt federal contract, grants, or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the USEPA Assistant Administrator of Enforcement.

E. If the value of this Agreement is anticipated to be at least \$100,000 and Engineer (i) has at least ten (10) full time employees; and (ii) is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, then Engineer hereby verifies that Engineer:

- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association (as defined in Section 2274.001(3), Texas Government Code);
- (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association (as defined in Section 2274.001(3), Texas Government Code);
- (3) does not boycott energy companies (as defined in Section 809.001, Texas Government Code);

ATTACHMENT A
GENERAL PROVISIONS

- (4) will not boycott energy companies (as defined in Section 809.001, Texas Government Code) during the term of this Agreement;
- (5) does not boycott Israel (as defined in Section 808.001, Texas Government Code); and
- (6) will not boycott Israel (as defined in Section 808.001, Texas Government Code) during the term of this Agreement

F. Engineer is not engaged in business with Iran, Sudan, or a foreign terrorist organization and Engineer is not on a list prepared and maintained under Sections 806.051, 807.051, or 222.153, Texas Government Code.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE AUTHORITY

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

1. Authorization to begin work with issuance of Notice to Proceed [NTP].
2. Timely payment for work performed by the **Engineer** and accepted by the **AUTHORITY** on a monthly basis.
3. Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
4. Provide any available relevant data the **AUTHORITY** may have on file concerning the project:
 - A. Electronic copy of project plans.
 - B. Electronic copy of contract Proposal and any Addendums per project.
 - C. Limited Access to Appia and ProjectWise.
 - D. Storm Water Pollution Prevention Plan (SW3P) information.
 - F. SW3P Coordination procedures.
 - G. Best Practices coordination procedures (Disadvantaged Business Enterprise, (Materials, General Bookkeeping).
5. Review and approve the **Engineer**'s progress schedule with milestone activities and/or deliverables.
6. The **AUTHORITY** will provide the Environmental Document and electronic Constraints map for the project for development of the Environmental Permits, Issues and Commitments (EPIC) sheets and any other compliance issues.

RIGHT-OF-WAY DATA:

The **AUTHORITY** will provide the following:

1. Assist the **Engineer**, as necessary, with coordination of any utility relocations that may be required.
2. Ownership Data
 - a. Ownership Information shall be provided for the corridor width.
 - b. All utility ownership shall be provided.
3. Utility Adjustments:
AUTHORITY (TxDOT as necessary) will provide executed utility agreements to the **Engineer** for all required utility adjustments.
5. Survey and Stake Right-of-Way
6. Right of Entry to all affected properties located within the project limits.
7. Deliverables: Right of way Map in electronic format (PDF)

MANAGEMENT:

The **AUTHORITY** will provide the following:

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

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

APPLICABILITY:

Wherever the following terms are used in this attachment or other contract documents, the intent and meaning will be interpreted as indicated below.

ABBREVIATIONS, ABBREVIATIONS, and DEFINITIONS:

HCRMA OR AUTHORITY shall mean Hidalgo County Regional Mobility Authority
PMC (GEC) shall mean Program Management Consultant (General Engineering Consultant) (HDR Engineering Inc.) ENGINEER shall mean Atlas Technical Consultants.
TxDOT shall mean Texas Department of Transportation FHWA shall mean Federal Highway Administration
IBWC shall mean International Boundary and Water Commission USFWS shall mean United States Fish & Wildlife Service
THC shall mean Texas Historical Commission SHPO shall mean State Highway Preservation Office
USACE shall mean United States Army Corps of Engineers GSA shall mean General Services Administration
HCMPO shall mean Hidalgo County Metropolitan Planning Organization FAA shall mean Federal Aviation Administration
MTP shall mean Metropolitan Transportation Plan TIP shall mean Transportation Improvement Program
MUTCD shall mean Manual of Uniform Traffic Control Devices
AASHTO shall mean American Association of State Highway and Transportation Officials
LRFD shall mean Load & Resistance Factor Design
PS&E shall mean Plans, Specifications and Estimate
ACP shall mean Asphaltic Concrete Pavement
CSJ shall mean Control Section Job (highway project designation number)
ADP shall mean Advance Project Development
AAP AASHTO Accreditation Program (AASHTO resource and CCRL)
AASHTO American Association of State Highway Transportation Officials
ACI shall mean American Concrete Institute
AO shall mean Area Office
AQMP shall mean Aggregate Quality Monitoring Program
CAR shall mean Corrective Action Report
CCRL shall mean Concrete and Cement Reference Laboratory
CE&I shall mean Construction Engineering and Inspection
CFR shall mean Code of Federal Regulations
MTD shall mean Materials and Tests Division
CMEC shall mean Construction Materials Engineering Council
FHWA shall mean Federal Highway Administration
HMA shall mean Hot-Mix Asphalt
HMAC shall mean Hot-Mix Asphalt Center
IA shall mean Independent Assurance
L-A-B shall mean Laboratory Accreditation Bureau
MPL shall mean Material Producer List
QAP shall mean Quality Assurance Program
QAT shall mean Quality Assurance Test
QC shall mean Quality Control
SM shall mean SiteManager
TXAPA shall mean Texas Asphalt Pavement Association
TxDOT shall mean Texas Department of Transportation I mean United States Fish & Wildlife Service
THC shall mean Texas Historical Commission
SHPO shall mean State Highway Preservation Office
USACE shall mean United States Army Corps of Engineers
GSA shall mean General Services Administration
HCMPO shall mean Hidalgo County Metropolitan Planning Organization
FAA shall mean Federal Aviation Administration
MTP shall mean Metropolitan Transportation Plan
TIP shall mean Transportation Improvement Program
MUTCD shall mean Manual of Uniform Traffic Control Devices

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
PROJECT DESCRIPTION

The services designated herein as “Services provided by the Engineer” shall include the performance of all engineering services for the following described facility:

County/HCRMA: Hidalgo County

CSJ number: 0921-02-368

Project/Description: Provide construction materials testing to assure the materials incorporated into highway construction project, are subject to verification sampling and testing when required and meet project plans and specifications; and administering the Quality Monitoring and Quality Assurance Programs. Overall project consists of construction of a 12.23 mile tolled facility from FM 396 & GSA Connector to US 281 (Military Highway), which consists of: of grading, flexible base, lime treated subgrade, asphaltic concrete pavement, concrete pavement, signing and pavement markings, cross culverts, bridge structures, retaining walls, illumination and toll equipment.

Length: 12.23 Miles (Approx)

Highway: 365TOLL

Limits: (See Location Map Attached)

Contract is for “indefinite delivery/indefinite quantity [IDIQ] set for a proposed three (3) year fixed period of time, during that period of time the Engineer will be responsible for an unlimited number of separate projects, or additional work on a current project to be issued on an individual work order basis.

The Engineer agency(s) must be accredited by one of the following FHWA- and TxDOT-approved accrediting bodies:

- A. AASHTO Accreditation Program (AAP);
- B. Construction Materials Engineering Council (CMEC); or
- C. Laboratory Accreditation Bureau (L-A-B)

The Engineer shall have Texas Department of Transportation or Toll Authority/Regional Mobility Authority as well U.S. Army Corps of Engineers’ construction material testing experience and is expected to work directly with the HCRMA Construction Division, namely, the Chief Construction Engineer for the Authority. The selected Engineer(s) may also perform certain tasks under the oversight of the HCRMA's General Engineering Consultant (Currently HDR Engineering Inc.).

To avoid an appearance of a conflict of interest, any qualified Engineer agency (laboratory) shall perform only one of the following types of testing on the same project:

- A. Quality control testing;
- B. Quality acceptance testing;
- C. Owner verification testing;
- D. Independent assurance testing; or
- E. Referee testing.

The selected Engineer(s) shall have adequate experienced staff and a workload free from constraints to provide the necessary construction material testing for the HCRMA. Staff expertise is to include a Licensed Professional

Engineer and certified, experienced staff proficient with TxDOT testing procedures, sampling and testing schedule, and the latest ASSHTO, ASTM and ACI testing requirements [Appendix A] performed and executed as per 2019 TxDOT Quality Assurance Program (~~DB-QAP~~ / DBB-QAP) / 2019 Guide Schedule of Sampling & Testing for Design Bid-Build Projects.

Engineer will compose and submit an annual report to the Federal Highway Administration (FHWA) summarizing the results of HCRMA's project specific systems approach program. This report identifies:

- A. Number of sampling and testing personnel evaluated by the systems approach IA testing;
- B. Number of IA evaluations found to be acceptable;
- C. Number of IA evaluations found to be unacceptable; and
- D. Summary of any significant system-wide corrective actions taken.

The Engineer will be responsible for maintaining documentation of all individuals qualified under their authority who perform required tests for acceptance of materials. A qualification summary listing all tests for which an individual is qualified will be available and printed at HCRMA's request. Documentation to be maintained for all qualified personnel includes:

- A. Copies of any certificates issued by ACI and TXAPA;
- B. Original written examinations for test procedures administered to each technician by the TxDOT qualifying authority, with clear identification of technician's name, qualifier's name, score, and date taken;
- C. Original performance examinations for test procedures administered to each technician by the TxDOT qualifying authority, with clear identification of technician's name, qualifier's name, qualification status, and date;
- D. Results of annual split/proficiency testing administered by the TxDOT qualifying authority for each technician.

Engineer shall perform Quality Control / Quality Assurance sampling and testing and comply with Laboratory Qualification Program and will be evaluated under the Independent Assurance Program, as described in the 2019 QAPDBB [Attachment L]. Quality Control test results will be validated by verification test results obtained from independently taken samples. IA personnel or their designated agents will perform Quality Assurance verification sampling and testing.

1. The Engineer shall perform all sampling and testing of components and materials in accordance with the standard specifications, and all other standard and special specifications and special provisions applicable in this agreement. Meet the minimum sampling frequencies set out in the TxDOT 2019 Guide Schedule for Sampling and Testing for Design Bid-Build Projects. The testing shall include the following materials and all the components of the materials listed. The estimated number of samples and tests are based on quantities in the executed construction contract.

2. The Engineer shall ensure the testing is completed and input into ProjectWise. NOTE: The General Contractor is responsible for Quality Control (QC) testing of Item 360, Concrete Paving. The Engineer shall be responsible for Quality Assurance (QA) testing of Item 360, Concrete Paving.

3. The Engineer shall provide certified personnel, outlined in their internal, AASHTO-approved, Quality Control (QC) Manual that are knowledgeable of all materials testing procedures. All personnel performing acceptance tests must provide certifications and must maintain the certifications throughout the project. The HCRMA reserves the right to require replacement of any technician during this contract if performance is determined to be unsatisfactory or the technician fails to maintain appropriate certifications.

4. Engineer's laboratory will be qualified by the HCRMA qualifying authority in accordance with Section 3, Laboratory Qualification Responsibility of the Texas Department of Transportation (TxDOT) Quality Assurance Program (Manual Notice: 2005-1), and be AASHTO accredited under the AASHTO Accreditation Program (AAP) throughout the life of the project. Engineer shall transmit, to the HCRMA, a copy of AAP accreditation certificate(s) upon receipt by the testing laboratory.

5. The Engineer shall provide technicians certified in accordance with TxDOT Quality Assurance Program for Construction (QAP) or other State approved programs, such as the Texas Asphalt Pavement Association (TxAPA) for Hot Mix Asphalt, and the Soils and Base Certification Program, as listed.

6. The Engineer shall provide certified technicians to perform the following tests:
 - A. Hot Mix Asphalt Testing:
 - a. Level I-A
 - b. Level I-B
 - c. Hot Mix Asphalt Testing • Level II
 - d. All other tests in the Manual of Testing Procedures 200-F Series or ASTM Procedures not covered in Level I-A, Level I-B, or Level II
 - B. Concrete Testing:
 - a. QAP Program for Concrete Testing
 - b. Other tests outlined in the Manual of Testing Procedures 400-A Series or ASTM Procedures that are not included in the QAP Program
7. The Engineer shall perform testing on the project. These tests include all tests listed in State's Guide Schedule of Sampling and Testing dated 2015. Follow the State's Guide Schedule of Sampling and Testing to establish testing frequencies. Testing frequencies may be increased as directed by the HCRMA.
8. The Engineer shall notify the HCRMA, to determine if any tests may be waived
9. The Engineer shall attend preconstruction QA and QC testing meetings prior to beginning work.
10. The Engineer shall:
 - A. Review and recommend approval or rejection of the Quality Control (QC) sampling and testing documentation submitted by the General Contractor for compliance with applicable State and Federal regulations, standards, and contract requirements.
 - B. Verify all tested materials used meet specifications, or identify materials that do not meet specifications and recommend action which should be taken.
 - C. Certify that all tested materials used during construction meet the specifications as outlined in the Appia Support System.
 - D. Work closely with the HCRMA to resolve all material discrepancies before the next monthly estimate is processed by utilizing the Report in Appia.
 - E. Enter all test data in Appia.
 - F. Enter all mix designs, concrete and asphalt, provided by the General Contractor into Appia.
 - G. The Engineer shall report failing tests to the HCRMA within twenty-four (24) hours.

SUMMARY OF DELIVERABLES:

The Engineer shall provide the following:

1. Monthly Progress Reports
2. Quarterly Material Test Reports
3. Sampling and testing personnel qualification
4. Final document file (maintained in project control system during project execution. Final structure of file will be determined during project implementation, an example of content is provided below)
 - A. Construction Oversight Documentation
 - a. Testing reports and Testing documentation as applicable
 - b. Test Exception Letter
 - c. Certification Verifications
 - d. Photographs
 - B. Project Correspondence File (Design and Construction)
 - a. E-mail files
 - b. Letters
 - c. Memos
 - d. Meeting Minutes
 - e. Monthly Deficiency Reports to track material issues (one (1) per month)
 - f. Misc. correspondence

ATTACHMENT D
WORK AUTHORIZATION

ATTACHMENT D-1

**WORK AUTHORIZATION NO. _____
AGREEMENT FOR ENGINEERING SERVICES**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for Engineering Services” (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Atlas Technical Consultants LLC (the Engineer).

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

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

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

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

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under “Article V of that certain Professional Services Agreement for Engineering / Design Services 365 Tollway Project / Segment 1 & 2.

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

THE ENGINEER

THE AUTHORITY

(Signature)
Marvin Garcia, P.E.
(Printed Name)
Senior Vice President-
(Title)

(Date)

(Signature)
Pilar Rodriguez, P.E.
(Printed Name)
Executive Director
(Title)

(Date)

LIST OF EXHIBITS

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

ATTACHMENT D-2

**SUPPLEMENTAL WORK AUTHORIZATION NO. ____
TO WORK AUTHORIZATION NO. ____
AGREEMENT FOR ENGINEERING SERVICES**

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for Engineering Design Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Atlas Technical Consultants LLC (the Engineer).

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

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

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

THE ENGINEER

THE AUTHORITY

(Signature)
Marvin Garcia, P.E.
(Printed Name)
Senior Vice President-
(Title)

(Date)

(Signature)
Pilar Rodriguez , P.E.
(Printed Name)
Executive Director
(Title)

(Date)

ATTACHMENT E

FEE SCHEDULE

ATTACH APPROPRIATE RATES AND -TESTING SUBMITTALS

TEST NO.	CMT Firm: Atlas Technical Consultants [ATLAS] Date: 09/07/2021			2020-23	
	Geotechnical Services		Unit	FINAL NEGOTIATED RATES 9/3/2021	COMMENTS
1	Mobilization/Demobilization		each	\$ 550.00	
	Drilling, Logging, &Recovering Samples (With TCP)		per mile	\$ 6.00	\$6/mile for anything < 67
2A	1. Depth ≤ 50 feet		Tex-132-E (every 5 feet)	\$ 27.50	
2B	2. Depth ≥ 50 feet		linear foot	\$ 29.50	
	Drilling, Logging, &Recovering Samples (Without TCP)				
3A	1. Depth ≤ 50 feet		linear foot	\$ 25.00	
3B	2. Depth ≥ 50 feet		linear foot	\$ 28.00	
4	Rock Coring (Soft Rock) ⁽²⁾		linear foot	\$ 12.50	
5	Rock Coring (Hard Rock) ⁽²⁾		linear foot	\$ 16.00	
6	Staking Borings and Utility Locations		hour	\$ 109.03	
	Standby Time (sampling)		hour	\$ 250.00	
7A	1. Hot Mix Asphalt (minumum of one hour)		each	\$ 80.50	
7B	2. Concrete (minumum of one hour)		each	\$ 86.25	
8	Piezometer - 2 inch (including well completion and installation)		linear foot	\$ 40.00	
9	Grouting of Borings		linear foot	\$ 5.00	
10	Traffic Control - Major		day	\$ 2,500.00	
	Laboratory Test	Test Method	Unit		
11	Volumetric Shrinkage	ASTM D427	each	\$ 70.00	
12	Standard Poor Test	ASTM D698	each	\$ 210.00	
13	Modified Poor Test	ASTM D1557	each	\$ 250.00	
14	Standard Penetration Test (SPT)	ASTM D1586	LF	\$ 26.00	
15	California Bearing Ratio (Single Sample without MD Curve)	ASTM D1883	test	\$ 250.00	
16	Unconfined Compressive Strength (Soil)	ASTM D2166	each	\$ 62.00	
17	Hydraulic Conductivity Permeability	ASTM D2434	each	\$ 330.00	
18	One Dimensional Consolidation Properties of Soil	ASTM D2435	each	\$ 350.00	
19	Unconfined Compressive Strength (Rock)	ASTM D2938	each	\$ 70.00	
20	Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	set of 3	\$ 600.00	
21	Direct Shear Test of Soils Under Consolidated Drained Conditions, SAND	ASTM D3080	set of 3	\$ 450.00	
22	Direct Shear Test of Soils Under Consolidated Drained Conditions, CLAY	ASTM D3080	set of 3	\$ 600.00	
23	Splitting Tensile of Intact Rock Core	ASTM D3967	each	\$ 125.00	
24	Water Stand Pipes	ASTM D4043	each	\$ 30.00	
25	Calcium Carbonate Content of Soils	ASTM D4373	LF	\$ 50.00	
26	Hydraulic Conductivity Permeability	ASTM D4511	each	\$ 260.00	
27	One Dimensional Swell, Methods A&B	ASTM D4546	each	\$ 110.00	
28	One Dimensional Swell, Method B Only	ASTM D4546	each	\$ 300.00	
29	One Dimensional Swell, Method C	ASTM D4546	each	\$ 205.00	
30	Permeability of Silt and Clays	ASTM D5084	each	\$ 300.00	
31	Suction Test (Filter Method)	ASTM D5298	each	\$ 70.00	
32	Casagrande Type Piezometers	N/A	each	\$ 350.00	
33	Casagrande Type Piezometers Installation	N/A	each	\$ 430.00	
34	Miscellaneous Testing	N/A	each	\$ 250.00	Item has been eliminated
35	Vertical Incliner	N/A	each	\$ 350.00	
36	Vertical Incliner Installation	N/A	each	\$ 600.00	
37	Vibrating Wire Piezometer	N/A	each	\$ 750.00	
38	Vibrating Wire Piezometer Installation	N/A	each	\$ 750.00	
39	Soil Boring with SPT	ASTM D1586	LF	\$ 25.00	
	Laboratory Test	Test Method			
	Soils & Base Testing				
40	Sampling	Tex-400-A	hour	\$ 55.00	
41	Sample Preparation	Tex-101-E	each	\$ 53.00	
42	Determining Slaking Time	Tex-102-E	each	\$ 50.00	
43	Moisture Content	Tex-103-E	each	\$ 13.00	
44	Atterburg Limits	Tex-104,105&106-E	Set of 3	\$ 75.00	
45	Linear Bar Shrinkage (per bar)	Tex-107-E	each	\$ 60.00	
46	Determining the Specific Gravity of Soils	Tex-108-E	each	\$ 62.00	
47	Sieve Analysis	Tex-110-E, Part I	each	\$ 65.00	
48	Sieve Analysis (Hydrometer with Tex-108-E)	Tex-110-E, Part II	each	\$ 75.00	

49	Hydrometer with Tex-108-E (in conjunction with Tex-110-E, Part II)	Tex-108-E	each	\$ 50.00
50	Percent Passing No. 200 Sieve	Tex-111-E	each	\$ 42.00
51	Determining the Amount of Material in Solis Finer than the 75 mi	Tex-111-E	each	\$ 42.00
52	Admixing Lime to Reduce Plasticity Index of Soils	Tex-112-E	each	\$ 87.00
53	Moisture-Density Relationship	Tex-113-E	each	\$ 240.00
54	Moisture-Density Relationship	Tex-114-E	each	\$ 215.00
55	Field Density Measurements	Tex-115-E	hour	\$ 50.00
56	Wet Ball Mill Test	Tex-116-E	each	\$ 230.00
57	Texas Triaxial Compression ⁽⁶⁾	Tex-117-E, Part I	each	\$ 400.00
58	Texas Triaxial Compression ⁽⁶⁾	Tex-117-E, Part II	each	\$ 1,050.00
59	Quality Assurance (QA) Series for Flexible Base ^{(7) (8)}	See Foot Notes	each	\$ 1,800.00
60	Soil- Cement Testing ⁽⁷⁾	Tex-120-E, Part II	each	\$ 300.00
61	Soil- Lime Testing ⁽⁷⁾	Tex-121-E, Part II	each	\$ 400.00
61.1	Soil-Lime Testing Determining Stabilization Ability of Lime by Soil pH	Tex-121-E, Part III	each	\$ 350.00
62	Determining the Drainage Factor of Soil Materials (Not Field Test)	Tex-123-E ++	each	\$ 68.00
63	Determining Modulus of Sub-grade Recaction (K Value) (Not Field Test)	Tex-125-E ++	each	\$ 95.00
64	Molding, Testing, and Evaluation Bituminous Black Base Materials	Tex-126-E ++	each	\$ 250.00
65	Lime-Fly Ash Compression ⁽⁷⁾	Tex-127-E	each	\$ 719.39
66	Soil pH	Tex-128-E	each	\$ 41.00
67	Resistivity of Soils	Tex-129-E	each	\$ 90.00
68	Slurry Testing	Tex-130-E	each	\$ 95.00
69	Texas Cone Penetration	Tex-132-E	each	\$ 32.00
70	Freezing and Thawing Tests oc Compacted Soil-Cement Mixture	Tex-135-E	each	\$ 240.00
71	Thickness of Pavement Layers (4 hour minimum)	Tex-140-E	hour	\$ 50.00
72	Manual Procedure for Description and Identification of Soils	Tex-141-E	each	\$ 45.00
73	Laboratory Classification os Soils for Engineering Purposes	Tex-142-E	each	\$ 50.00
74	Sulfate Content in Soils	Tex-145-E	each	\$ 75.00
75	Conductivity Test for Field Detection of Sulfates in Soil	Tex-146-E	each	\$ 65.00
75.1	Organic Content Using UV-VIS Method	Tex-148-E	each	\$ 150.00
76	Determining Cholride and Sulfate Contents in Soils	Tex-620-J	each	\$ 80.00
77	Free Swell Test	EM1110-2- 1906	each	\$ 150.00
78	Pressure Swell Test	EM1110-2- 1906	each	\$ 250.00
79	One-Dimensional Swell	ASTM D4546	each	\$ 110.00
80	One-Dimensional Swell (Method B Only)	ASTM D4546	each	\$ 150.00
81	Potential Vertical Rise Calculation	Tex-124-E	each	\$ 65.00
82	Volumetric Shrinkage	ASTM D4943	each	\$ 95.00
83	Volumetric Shrinkage	ASTM-D427	each	\$ 50.00
84	Unconfined Compression Test (Soil)	ASTM D2166	each	\$ 50.00
85	Unconfined Compression Test (Rock)	ASTM D2938	each	\$ 70.00
86	Unconfined Compression Test (Rock) (Method D)	ASTM D7012	each	\$ 55.00
	Unconsolidated Undrained (UU) Triaxial Compression Test			
87	1. Set of Three	Tex-118-E	set	\$ 275.00
88	2. Multistage	Tex-118-E	each	\$ 250.00
	Consolidated Undrained (CU) Triaxial Compression Test			
89	1. Set of Three	Tex-131-E or ASTM D4767	set	\$ 1,200.00
90	2. Multistage	Tex-131-E or ASTM D4767	each	\$ 1,000.00
	Consolidated Drained (CD) Triaxial Compression Test			
91	1. Set of Three	Tex-131-E or ASTM D4767	set	\$ 850.00
92	2. Multistage	Tex-131-E or ASTM D4767	each	\$ 370.00
93	Direct Shear Consolidated Drained (CD), sand	ASTM D3080	set of 3	\$ 425.00
94	Direct Shear Consolidated Drained (CD), clay	ASTM D3080	set of 3	\$ 650.00
95	One-Dimensional Consolidation Test (7 load increments)	ASTM D2435	each	\$ 589.80
96	Resilient Modulus (fine-grained soils)	AASHTO T307	each	\$ 950.00
	Hot Mix Asphalt Testing			
97	Sieve Analysis of Fine and Coarse Aggregates	Tex-200-F	each	\$ 68.33
98	Bulk Specific Gravity and Water Absorption of Aggregates	Tex-201-F	each	\$ 75.00
99	Apparent Specific Gravity of Material Finer Than 180 µm (No. 80) Sieve	Tex-202-F	each	\$ 48.25
100	Sand Equivalent Test	Tex-203-F	each	\$ 85.00
101	Labortory Method of Mixing Bituminous Mixtures	Tex-205-F	Set of 3	\$ 85.00

102	Compacting Specimens Using the Texas Gyrotory Compactor (TG	Tex-206-F	Set of 3	\$ 80.00
103	Determining Bulk Specific Gravity of Compacted Bituminous Mixtures	Tex-207-F (I)	each	\$ 27.00
104	Determining In-Place Density of Compacted Bituminous Mixtures (Nuclear Method)	Tex-207-F (III)	each	\$ 40.00
105	Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (IV)	each	\$ 80.00
106	Segregation Profile	Tex-207-F (V)	each	\$ 160.00
107	Joint Density	Tex-207-F (VII)	each	\$ 160.00
108	Test of Stabilometer Value of Bituminous Mixtures	Tex-208-F	set of 3	\$ 110.00
109	Determining Asphalt Content of Bituminous Mixtures by Extraction	Tex-210-F	each	\$ 142.00
110	Recovery of Asphalt from Bituminous Mixtures by the Abson Pro	Tex-211-F	each	\$ 210.00
111	Determining Moisture Content of Bituminous Mixtures	Tex-212-F	each	\$ 43.00
112	Determining Hydrocarbon-Volatile Content of Bituminous Mixture	Tex-213-F	each	\$ 105.00
113	Determining Deleterious Material and Decantation Test for Coarse Aggregates	Tex-217-F	each	\$ 78.84
114	Indirect Tensile Strength Test	Tex-226-F	each	\$ 475.00
115	Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	each	\$ 90.00
116	Determining Asphalt Content of Bituminous Mixtures by the Nuclear	Tex-228-F	each	\$ 60.00
117	Combined HMAC Cold-Belt Sampling and Testing Procedure	Tex-229-F	each	\$ 68.33
118	Determining Draindown Characteristics in Bituminous Mixtures	Tex-235-F	each	\$ 55.00
119	Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex-236-F	each	\$ 130.00
120	Asphalt Release Agents	Tex-239-F	each	\$ 50.00
121	Superpave Gyrotory Compacting of Test Specimens of Bituminous	Tex-241-F	each	\$ 125.00
122	Hamburg Wheel Tracker	Tex-242-F	each	\$ 380.00
123	Tack Coat Adhesion	Tex-243-F	each	\$ 100.00
124	Thermal Profile	Tex-244-F	each	\$ 126.14
125	Cantabro Loss	Tex-245-F	each	\$ 175.00
126	Permeability or Water Flow of Hot Mix Asphalt	Tex-246-F	each	\$ 63.00
127	Overlay Test	Tex-248-F	set of 3	\$ 625.00
128	Flat and Elongated Particles	Tex-280-F	each	\$ 56.00
129	Sampling Bituminous Materials, Pre-Molded Joint Fillers, and Joint	Tex-500-C	each	\$ 55.00
130	Asphalt Binder Water in Petroleum	501-C AASHTO	each	\$ 93.00
131	Penetration of Bituminous Materials	502-C AASHTO	each	\$ 75.00
132	Ductility of Asphalt Materials	503-C AASHTO	each	\$ 110.00
133	Flash and Fire Points by Cleveland Open Cup	504-C AASHTO	each	\$ 60.00
134	Softening Point of Bitumen (Ring and Ball Apparatus)	505-C AASHTO	each	\$ 90.00
135	Solubility of Bituminous Materials	507-C AASHTO	each	\$ 100.00
136	Specific Gravity	508-C AASHTO	each	\$ 70.00
137	Spot Test of Asphaltic Materials	509-C AASHTO	each	\$ 155.00
138	Effect of Heat and Air on Asphalt Materials (Thin-Film Oven Test)	510-C AASHTO	each	\$ 63.00
139	Flash Point with Tag Open-Cup Apparatus for Use with Material H	512-C AASHTO	each	\$ 68.00
140	Saybolt Viscosity	513-C AASHTO	each	\$ 75.00
141	Cutback Asphalts - Specific Gravity, API Gravity, or Density of Cutback Asphalts by Hydrometer Method; Emulsified Asphalts - Weight per Gallon of Emulsified Asphalt	Tex-514-C ASTM D3142 ASTM D244	each	\$ 130.00
142	Distillation of Cutback Asphalt Products	515-C AASHTO	each	\$ 170.00
143	Float Test for Bituminous Materials	519-C AASHTO	each	\$ 70.00
144	Standard Test Method for Emulsified Asphalts	521-C AASHTO	each	\$ 190.00
145	Viscosity of Asphalts by Vacuum Capillary Viscometer	528-C AASHTO	each	\$ 35.00
146	Kinematic Viscosity of Asphalts (Bitumens)	529-C AASHTO	each	\$ 75.00
147	Boil Test (Effect of Water on Paving Mix)	Tex-530/531-C	each	\$ 125.00
148	Field Coring - ACP Thickness	ASTM D3549	each	\$ 100.00
149	Pavement Thickness Determin. (Full Depth)	ASTM D3549	each	\$ 125.00
150	Determining Polymer Additive Percentages in Polymer Modified	Tex-533-C	each	\$ 60.00
151	Calculating Viscosity from Penetration	Tex-535-C	each	\$ 75.00
152	Elastic Recovery of Tensile Deformation Using a Duclilometer	Tex-539-C	each	\$ 65.00
153	Measurement of Polymer Separation on Heating in Modified Asphalt	Tex-540-C	each	\$ 55.00
154	Rolling Thin Film Oven Test for Asphalt Binders	541-C AASHTO	each	\$ 100.00
155	Flexural Creep Stiffness Using the Bending Beam Rheometer	AASHTO T313	each	\$ 110.00
156	Determining Rheological Properties of Asphalt Binder Using a Dy	AASHTO T315	each	\$ 120.00
157	Determining Breaking Index for Asphalt Emulsions	Tex-542-C	each	\$ 215.00
158	Resilience Test for Sealants and Repair Materials	Tex-547-C	each	\$ 200.00
159	Tensile Strain to Failure	Tex-548-C	each	\$ 60.00
160	Cone Flow Test	Tex-549-C	each	\$ 55.00
161	Flexibility Test for Sealants and Repair Materials	Tex-550-C	each	\$ 190.00
162	Settlement of Sealants and Repair Materials	Tex-551-C	each	\$ 88.00
Concrete & Aggregate Testing				
163	Sieve Analysis for Conc. Agg	Tex-401-A	each	\$ 73.58
164	Fineness Modulus for Conc. Agg	Tex-402-A	each	\$ 18.00
165	SSD Specific Gravity / Absorption Conc. Agg	Tex-403-A	each	\$ 70.00

166	Unit Weight of Conc. Agg	Tex-404-A	each	\$ 40.00
167	Determining Percent Voids and Solids in Concrete	Tex-405-A	each	\$ 65.00
168	Decantation for Conc. Agg	Tex-406-A	each	\$ 50.00
169	Organic Impurities for Conc. Agg	Tex-408-A	each	\$ 44.00
170	Free Moisture and Water Absorption in Aggregate for Concrete	Tex-409-A	each	\$ 55.00
171	L.A. Abrasion	Tex-410-A	each	\$ 300.00
172	5 Cycle Magnesium Soundness	Tex-411-A	each	\$ 450.00
173	Deleterious Material for Conc. Agg	Tex-413-A	each	\$ 60.00
174	Air Content of Fresh Concrete by Volumetric	Tex-414-A	each	\$ 30.00
175	Slump of Fresh Concrete	Tex-415-A	each	\$ 40.00
176	Air Content of Fresh Concrete by Pressure	Tex-416-A	each	\$ 26.28
177	Unit Weight, Yield and Air Content (Gravimetric) of Concrete	Tex-417-A	each	\$ 30.00
178	Comp. Strength of Cyl. Conc. Specimen	Tex-418-A	each	\$ 20.00
179	Measure Temp. of Fresh Conc.	Tex-422-A	each	\$ 20.00
180	Obtaining & Testing Drilled Conc. Cores	Tex-424-A	each	\$ 250.00
181	Absorption and Dry Bulk Specific Gravity of Lightweight Coarse	Tex-433-A	each	\$ 80.00
182	Test Flow of Grout Mixtures (Flow Cone Method)	Tex-437-A	each	\$ 65.00
183	Accelerated Polish Test for Coarse Aggregate	Tex-438-A	each	\$ 875.00
184	Det. Comp. Strength of Grouts	Tex-442-A	each	\$ 18.00
185	Making & Curing Conc. Test Specimen	Tex-447-A	each	\$ 14.00
186	Flexural Strength of Concrete Using Simple Beam Third-Point Load	Tex-448-A	each	\$ 40.00
187	Capping Cyl. Conc. Specimen	Tex-450-A	each	\$ 25.00
188	Degradation of Coarse Aggregate by Micro-Devel Abrasion	Tex-461-A	each	\$ 266.50
189	Uniformity of Concrete	Tex-472-A	each	\$ 110.00
	Additional Testing	Test Method	Unit	
190	Geogrid Testing	Tex-621-J	each	\$ 740.00
191	Water Quality Testing	Tex-619-J	each	\$ 145.00
192	Lime Testing	Tex-600-J	each	\$ 300.00
193	Operating Inertial Profilers and Evaluating Pavement Profiles	Tex-1001-S	each	\$ 1,800.00
194	Vane Shear Testing	ASTM D2573	each	\$ 300.00
	Miscellaneous Testing	Test Method	Unit	
195	Structural Field Welding	NA	hour	\$ 150.00
	Equipment & Supplies for MT & UT		day	\$ 150.00
	Other Direct Expenses		Unit	
	Photocopies B/W (8 1/2" X 11")		each	\$ 0.15
	Photocopies B/W (11" X 17")		each	\$ 0.20
	Photocopies Color (8 1/2" X 11")		each	\$ 0.70
	Photocopies Color (11" X 17")		each	\$ 1.25
	Digital Ortho Plotting		sheet	\$ 2.00
	CADD Plotting		linear foot	\$ 1.00
	Plots (B/W on Bond)		linear foot	\$ 0.75
	Plots (Color on Bond)		linear foot	\$ 1.75
	Plots (Color on Photographic Paper)		linear foot	\$ 2.00
	Reproduction of CD/DVD		each	\$ 5.00

		Hourly Base Rate	Contract Rate FY 2020	FINAL NEGOTIATED RATES 9/14/2021
	Atlas Personnel Classification			
	Senior Project Manager / Principal	\$ 80.00	\$ 240.29	\$ 186.90
	Senior Geotechnical Engineer	\$ 68.00	\$ 204.25	\$ 148.10
	Geotechnical Engineer	\$ 60.00	\$ 180.22	\$ 117.96
	Project Engineer	\$ 55.00	\$ 165.20	\$ 133.98
	Engineering Lab Manager	\$ 43.00	\$ 129.16	\$ 86.38
	Utility Coordinator	\$ 40.00	\$ 120.14	\$ 91.74
	Senior Project Inspector	\$ 40.00	\$ 120.14	\$ 99.75
	Project Inspector	\$ 32.00	\$ 96.12	\$ 73.92
	EIT	\$ 30.00	\$ 90.11	\$ 88.00
	Engineer Tech / GIS	\$ 28.00	\$ 84.10	\$ 76.70
	Logger	\$ 23.00	\$ 69.08	\$ 52.81
	Field Technician (Soils, Aggr. Asph, Conc)	\$ 23.00	\$ 69.08	\$ 62.34
	CADD Operator	\$ 23.00	\$ 69.08	\$ 71.00
	Admin/Clerical	\$ 22.00	\$ 66.08	\$ 61.95

ATTACHMENT E: FEE SCHEDULE [SPECIFIED RATE / LUMP SUM PAYMENT BASIS]

Atlas Personnel Classification	Hourly Base Rate	Contract Rate FY 2020	HCRMA counter 9/7/2021	Atlas Counter 9/14/21	FINAL HCRMA counter 9/14/2021
Senior Project Manager / Principal	\$ 72.00	204.4	\$ 170.80	\$ 195.00	\$ 186.90
Senior Geotechnical Engineer	\$ 62.58	202.81	\$ 148.10	accept	\$ 148.10
Geotechnical Engineer	\$ 48.56	157.37	\$ 117.96	accept	\$ 117.96
Project Engineer	\$ 54.00	187.37	\$ 126.59	\$ 142.00	\$ 133.98
Engineering Lab Manager	\$ 33.00	90.94	\$ 86.38	accept	\$ 86.38
Utility Coordinator	\$ 40.91	116.14	\$ 91.74	accept	\$ 91.74
Senior Project Inspector	\$ 42.00	115.74	\$ 93.79	\$ 110.00	\$ 99.75
Project Inspector	\$ 33.00	90.94	\$ 70.48	\$ 85.00	\$ 73.92
EIT	\$ 36.00	102.2	\$ 84.45	\$ 91.00	\$ 88.00
Engineer Tech / GIS	\$ 31.75	90.13	\$ 69.76	\$ 79.00	\$ 76.70
Logger	\$ 18.80	60.93	\$ 52.81	accept	\$ 52.81
Field Technician (Soils, Aggr, Asph, Conc)	\$ 24.50	67.52	\$ 62.34	accept	\$ 62.34
CADD Operator	\$ 30.00	85.17	\$ 71.00	accept	\$ 71.00
Admin/Clerical	\$ 24.56	69.72	\$ 57.40	Recommend	\$ 61.95

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

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

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

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

ATTACHMENT F
WORK SCHEDULE

TOLL365 (SH 365) Segments 1, 2,
HCRMA Construction & Materials Testing Services

ATTACHMENT F

WORK SCHEDULE

HCRMA Construction & Materials Testing Services
TOLL365 (SH 365)

Task Name	Start	Finish
Material Testing	11/1/2021	12/13/2025
Geotechnical	11/1/2021	12/13/2025
Other Analyses	11/1/2021	12/13/2025
All sampling and testing of components and materials	11/1/2021	12/13/2025
Hot Mix Asphalt Testing	11/1/2021	12/13/2025
Concrete Testing	11/1/2021	12/13/2025
Construction Oversight Documentation	11/1/2021	12/13/2025
Project Correspondence File (Design and Construction)	11/1/2021	12/13/2025

ATTACHMENT H
DBE PARTICIPATION

ATTACHMENT H-MOU

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

158111-1 163.000

ATTACHMENT H-MOU

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

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.

ATTACHMENT H-MOU

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

(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

158111-1 163.000

ATTACHMENT H-MOU

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

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.

158111-1 163.000

ATTACHMENT H-MOU

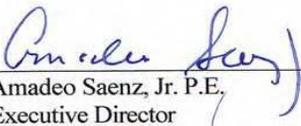
MEMORANDUM OF UNDERSTANDING
REGARDING THE ADOPTION OF THE TEXAS DEPARTMENT OF
TRANSPORTATION'S FEDERALY-APPROVED DISADVANTAGED BUSINESS
ENTERPRISE PROGRAM BY
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY

By: 
Amadeo Saenz, Jr. P.E.
Executive Director

By: 
Dennis Burleson
Chairman

Date: 3/13/08

Date: 2/13/2008

ATTACHMENT H-MOU

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

Attachment H-Instructions
As Per 49CFR 26.21

The following pages contain six (6) different Attachments to Attachment H covering participation of HUB and DBE providers and subproviders. The correct form to use is determined by whether the Agreement is funded in whole or part by federal funds State funds or Authority funds, and whether or not a HUB/DBE goal has been set for the Agreement. The following pages contain separate reporting forms for federally funded DBE participation and Authority funded HUB participation. **Select the forms that are appropriate for your Agreement and delete the rest along with these instructions from the final Agreement.**

<p>Federally Funded Contracts</p> <p>Attachment H-FG, Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts</p> <ul style="list-style-type: none">◆ This provision is applicable to federally funded contracts with assigned DBE goals.◆ The appropriate forms for this provision are Attachments H-1, H-2, H-3 and H-4 and H-5. A copy of each form is required in the contract.◆ Note: if the contract requires work authorizations, a completed Attachment H-2 will be required with each Work Authorization, if a DBE will be performing work. If a non-DBE subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form.◆ Attachment H-3 must be submitted monthly to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report.◆ Attachment H-3 must be submitted with each invoice to the appropriate agency contact for payment.
<p>Attachment H-FN, Disadvantaged Business Enterprise (DBE) for Race Neutral Professional or Technical Services Contracts</p> <ul style="list-style-type: none">◆ This provision is applicable to federally funded contracts with no DBE goal assigned.◆ If no subcontractors will be used, the appropriate forms for this provision are Attachments H-3 and H-5. A copy of each form is required in the contract.◆ Note: If subcontractors are used, the required forms would be Attachments H-1, H-2, H-3, H-4 and H-5. A copy of each form is required in the contract.◆ Attachment H-3 must be submitted monthly to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report.◆ Attachment H-3 must be submitted with each invoice to the appropriate agency contact for payment.
<p>Attachment H-3, Texas Department of Transportation Subprovider Monitoring System for Federally Funded Contracts. This is a Monthly Progress Assessment Report.</p> <ul style="list-style-type: none">◆ Required for all federally funded contracts.◆ This form is required monthly and must be submitted to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report.◆ This form must be submitted with each invoice to the appropriate agency contact for payment.
<p>Attachment H-5, Federal Subprovider and Supplier Information Required for all federally funded contracts.</p>

Attachment H-Instructions (Continued)

State Funded Contracts

Attachment H-SG, Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts, State of Texas HUB Subcontracting Plan Required

- ◆ This provision is applicable to state funded contracts with a HUB goal assigned.
- ◆ The appropriate reporting forms for this provision are Attachments H-1, H-2, H-4, and H-6 (Texas Building and Procurement Commission [TBPC] State of Texas HUB Subcontracting Plan (HSP), Prime Contractor Assessment Report). A copy of each form is required in the contract.
- ◆ Note: if the contract requires work authorizations, a completed Attachment H-2 will be required with each Work Authorization, if a HUB will be performing work. If a non-HUB subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form.
- ◆ Attachment H-6 will be required monthly and must be submitted to the AUTHORITY Office even if there is no invoice being submitted or subcontracting to report.
- ◆ Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

Attachment H-SN, Historically Underutilized Business (HUB) Participation for State Funded Professional or Technical Services Contracts, No State of Texas HUB Subcontracting Plan Required

- ◆ This provision is applicable to state funded contracts with no HUB subcontracting plan required and no HUB goal assigned. If no subcontractors are used, the appropriate forms for this provision are Attachments H-1 and H-6.
- ◆ Note: If subcontractors are used, the required forms would be Attachments H-1, H-2, H-4 and H-6. A copy of each form is required in the contract.
- ◆ Attachment H-6 must be submitted monthly to the AUTHORITY Office even though there is no invoice being submitted or subcontracting to report.
- ◆ Attachment H-6 must be submitted with each invoice to the appropriate agency contact for payment.

Attachment H-6, HUB Subcontracting Plan (HSP) Prime Contractor Professional Assessment Report. This is a Monthly Progress Assessment Report. This is a Texas Building and Procurement Commission (TBPC) form and cannot be altered.

- ◆ Required for all State funded contracts.
- ◆ Attachment H-6 is required monthly and should be submitted to the AUTHORITY Office. This is a requirement even though there is no invoice being submitted or subcontracting to report.
- ◆ A copy of Attachment H-6 must be submitted when supplying an invoice to the appropriate agency contact for payment.
- ◆ The “Object Code” section(s) on this form should remain blank.

ATTACHMENT H-FG
Disadvantaged Business Enterprise (DBE)
for Federal-Aid Professional or Technical Services Contracts

- 1) **PURPOSE.** The purpose of this attachment is to carry out the Authority and the U.S. Department of Transportation's (DOT) policy of ensuring nondiscrimination in the award and administration of the AUTHORITY and DOT assisted contracts and creating a level playing field on which firms owned and controlled by minority or socially and economically disadvantaged individuals can compete fairly for the AUTHORITY and DOT assisted contracts.
- 2) **POLICY.** It is the policy of the AUTHORITY and DOT and the Texas Department of Transportation (henceforth the "Department") that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, Subpart A and the Department's Disadvantaged Business Enterprise Program, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently, the Disadvantaged Business Enterprise requirements of 49 CFR Part 26, and the Department's Disadvantaged Business Enterprise Program, apply to this contract as follows.
 - a. The Provider will offer Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, Subpart A and the Authority/Department Disadvantaged Business Enterprise Program, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Provider shall make a good faith effort to meet the Disadvantaged Business Enterprise goal for this contract.
 - b. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Provider shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. The requirements of this Special Provision shall be physically included in any subcontract.
 - c. When submitting the contract for execution by the Authority, the Provider must complete and furnish Attachment H-1 which lists the commitments made to certified DBE subprovider(s) that are to meet the contract goal and Attachment H-2 which is a commitment agreement(s) containing the original signatures of the Provider and the proposed DBE(s). For Work Authorization Contracts, Attachment H-1 is required at the time of submitting the contract for execution by the Authority/Department. Attachment H-2 will be required to be completed and attached with each work authorization number that is submitted for execution, if the DBE will be performing work. Any substitutions or changes to the DBE subcontract amount shall be subject to prior written approval by the Authority/Department. If non-DBE subprovider is performing work, insert N/A (not applicable) on the line provided.
 - d. Failure to carry out the requirements set forth above shall constitute a material breach of this contract and may result; in termination of the contract by the Authority/Department; in a deduction of the amount of DBE goal not accomplished by DBEs from the money due or to become due to the Provider, not as a penalty but as liquidated damages to the Authority/Department; or such other remedy or remedies as the Authority/Department deems appropriate.
- 3) **DEFINITIONS.**
 - a. "Authority/Department" means Hidalgo County Regional Mobility Authority (HCRMA) and the Texas Department of Transportation (TxDOT).
 - b. "Federal-Aid Contract" is any contract between the Texas Department of Transportation and a Provider which is paid for in whole or in part with U. S. Department of Transportation (DOT) financial assistance.
 - c. "Provider" is any individual or company that provides professional or technical services.
 - d. "DBE Joint Venture" means an association a DBE firm and one (1) or more other firm(s) to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work

ATTACHMENT H-FG
Disadvantaged Business Enterprise (DBE)
for Federal-Aid Professional or Technical Services Contracts

of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are commensurate with its ownership interest.

- e. “Disadvantaged Business Enterprise (DBE)” means a firm certified as such by the Authority/Department in accordance with 49 CFR Part 26.
 - f. “Good Faith Effort” means efforts to achieve a DBE goal or other requirement of this Special Provision which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.
 - g. “Race-neutral DBE Participation” means any participation by a DBE through customary competitive procurement procedures.
- 4) **PERCENTAGE GOAL.** The goal for Disadvantaged Business Enterprise (DBE) participation in the work to be performed under this Agreement is **6.0%** of the Agreement amount.
- 5) **PROVIDER’S RESPONSIBILITIES.** A DBE prime may receive credit toward the DBE goal for work performed by his-her own forces and work subcontracted to DBEs. A DBE prime must make a good faith effort to meet the goals. In the event a DBE prime subcontracts to a non-DBE, that information must be reported to the Authority/Department.
- a. A Provider who cannot meet the contract goal, in whole or in part, shall document the “Good Faith Efforts” taken to obtain DBE participation. The following is a list of the types of actions that may be considered as good faith efforts. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - (1) Soliciting through all reasonable and available means the interest of all certified DBEs who have the capability to perform the work of the contract. The solicitation must be done within sufficient time to allow the DBEs to respond to it. Appropriate steps must be taken to follow up initial solicitations to determine, with certainty, if the DBEs are interested.
 - (2) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the Provider might otherwise prefer to perform the work items with its own forces.
 - (3) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - (4) Negotiating in good faith with interested DBEs by making a portion of the work available to DBE subproviders and suppliers and selecting those portions of the work or material needs consistent with the available DBE subproviders and suppliers.
 - (5) The ability or desire of the Provider to perform the work of a contract with its own organization does not relieve the Provider’s responsibility to make a good faith effort. Additional costs involved in finding and using DBEs is not in itself sufficient reason for a Provider’s failure to meet the contract DBE goal, as long as such costs are reasonable. Providers are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - (6) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
 - (7) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Provider.
 - (8) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
 - (9) Effectively using the services of available minority/women community organizations; minority/women contractors’ groups; local, County, State and Federal minority/women business

ATTACHMENT H-FG
Disadvantaged Business Enterprise (DBE)
for Federal-Aid Professional or Technical Services Contracts

assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

- (10) If the Authority/Department's Director of the Business Opportunity Programs Office determines that the Provider has failed to meet the good faith effort requirements, the Provider will be given an opportunity for reconsideration by the Director of the appropriate Division.

NOTE: The Provider must not cause or allow subproviders to bid their services.

- b. The preceding information shall be submitted directly to the Chair of the Hidalgo County Regional Mobility Authority (Authority) responsible for the project.
- c. The Provider shall make all reasonable efforts to honor commitments to DBE subproviders named in the commitment submitted under Section 2.c. of this attachment. Where the Provider terminates or removes a DBE subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Authority/Department that the originally designated DBE was not able or willing to perform.
- d. The Provider shall make a good faith effort to replace a DBE subprovider that is unable or unwilling to perform successfully with another DBE, to the extent needed to meet the contract goal. The Provider shall submit a completed Attachment H-2 Form for the substitute firm(s). Any substitution of DBEs shall be subject to prior written approval by the Authority /Department. The Authority /Department may request a statement from the firm being replaced concerning its replacement prior to approving the substitution.
- e. The Provider shall designate a DBE liaison officer who will administer the DBE program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with DBEs.
- f. Providers are encouraged to investigate the services offered by banks owned and controlled by disadvantaged individuals and to make use of these banks where feasible.

6) ELIGIBILITY OF DBEs.

- a. The Authority/Department certifies the eligibility of DBEs, DBE joint ventures and DBE truck-owner operators to perform DBE subcontract work on DOT financially assisted contracts.
- b. This certification will be accomplished through the use of the appropriate certification schedule contained in this Authority/Department's DBE program.
- c. The Authority/Department publishes a Directory of Disadvantaged Business Enterprises containing the names of firms that have been certified to be eligible to participate as DBEs on DOT financially assisted contracts. The directory is available from the Authority's/Department's Business Opportunity Programs Office. The Texas Unified Certification Program DBE Directory can be found on the Internet at: http://www.dot.state.tx.us/services/business_opportunity_programs/tucp_dbe_directory.htm .
- d. Only DBE firms certified at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. and 5.d. above. For purposes of the DBE goal on this contract, DBEs will only be allowed to perform work in the categories of work for which they were certified.

7) DETERMINATION OF DBE PARTICIPATION.

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces is counted toward the DBE goal. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the subprovider is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

ATTACHMENT H-FG
Disadvantaged Business Enterprise (DBE)
for Federal-Aid Professional or Technical Services Contracts

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract in order for payments to be credited toward meeting the contract goal. A DBE performs a commercially useful function when it is responsible for executing the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider may count toward its DBE goal a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Authority/Department's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority/Department.

8) RECORDS AND REPORTS.

- a. After submission of the initial commitment reported (Attachment H-1), required by Section 2.c. of this attachment, the Provider shall submit Monthly Progress Assessment Reports (Attachment H-3), after contract work begins, on DBE involvement to meet the goal and for race-neutral participation. One copy of each report is to be sent to the Authority/Department's Business Opportunity Programs Office monthly, in addition one copy is to be submitted with the Provider's invoice. **Only actual payments made to subproviders are to be reported.** These reports will be required until all subprovider activity is completed. The Authority/Department may verify the amounts being reported as paid to DBEs by requesting copies of canceled checks paid to DBEs on a random basis.
- b. DBE subproviders should be identified on the report by name, type of work being performed, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount. These reports will be due within fifteen (15) days after the end of a calendar month. Reports are required even when no DBE activity has occurred in a billing period.
- c. All such records must be retained for a period of four (4) years following final payment or until any investigation, audit, examination, or other review undertaken during the four (4) years is completed, and shall be available at reasonable times and places for inspection by authorized representatives of the Authority or Texas Department of Transportation or the DOT.
- d. Prior to receiving final payment, the Provider shall submit a Final Report (Attachment H-4), detailing the DBE payments. The Final Report is to be sent to the Authority/Department's Business Opportunity Programs Office and one (1) copy to be submitted with the Provider's final invoice. If the DBE goal requirement is not met, documentation of the good faith efforts made to meet the goal must be submitted with the Final Report.

- 9) **COMPLIANCE OF PROVIDER.** To ensure that DBE requirements of this DOT-assisted contract are complied with, the Authority/Department will monitor the Provider's efforts to involve DBEs during the performance of this contract. This will be accomplished by a review of Monthly Progress Assessment Reports (Attachment H-3), submitted to the Authority/Department's Business Opportunity Programs Office

ATTACHMENT H-FG
Disadvantaged Business Enterprise (DBE)
for Federal-Aid Professional or Technical Services Contracts

by the Provider indicating his progress in achieving the DBE contract goal, and by compliance reviews conducted by the Authority/Department. The Monthly Progress Assessment Report (Attachment H-3) must be submitted at a minimum monthly to the Business Opportunity Programs Office, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the DBE goal based on actual payments to the DBE subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice. The Provider shall contact the Authority/Department if he/she withholds or reduces payment to any DBE subprovider.

- (1) A DBE firm is paid but does not assume contractual responsibility for performing the service;
- (2) A DBE firm does not perform a commercially useful function;
- (3) Payment is made to a DBE that cannot be linked by an invoice or canceled check to the contract under which credit is claimed;
- (4) Payment is made to a broker or a firm with a brokering-type operation;
- (5) Partial credit is allowed, in the amount of the fee or commission provided the fee or commission does not exceed that customarily allowed for similar services, for a bona fide service, such as professional, technical, consultant, or managerial services, and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for performance of the contract.

A Provider's failure to comply with the requirements of this Special Provision shall constitute a material breach of this contract. In such a case, the Authority/Department reserves the right to terminate the contract; to deduct the amount of DBE goal not accomplished by DBEs from the money due or to become due the Provider, not as a penalty but as liquidated damages to the Authority/Department; or such other remedy or remedies as the Authority/Department deems appropriate.

12/06
DBE-FED.ATT

ATTACHMENT H-FN

Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts

It is the policy of the U. S. Department of Transportation (DOT) that DBEs as defined in 49 CFR Part 26, Subpart A, be given the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with Federal funds and that a maximum feasible portion of the Department's overall DBE goal be met using race-neutral means. Consequently, if there is no DBE goal, the DBE requirements of 49 CFR Part 26, apply to this contract as follows:

The Provider will offer DBEs as defined in 49 CFR Part 26, Subpart A, the opportunity to compete fairly for contracts and subcontracts financed in whole or in part with federal funds. Race-Neutral DBE participation on projects with no DBE goal should be reported on the Attachment H-3 Form. Payments to DBEs reported on Attachment H-3 are subject to the following requirements:

DETERMINATION OF DBE PARTICIPATION.

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces must be reported as race-neutral DBE participation. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work should not be reported unless the subcontractor is itself a DBE.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function required in the contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not to be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A Provider must report a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the Authority's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority.

The Provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a material breach of this contract and, may result in termination of the contract by the Authority/Department or other such remedy as the Authority/Department deems appropriate.

12/06

DH-0GOAL.ATT

ATTACHMENT H-SG (NOT APPLICABLE)

Historically Underutilized Business for State Funded Professional or Technical Services Contracts HUB Goal Assigned-State of Texas Subcontracting Plan Required

- 1) **POLICY.** It is the policy of the Authority/Department to ensure that HUBs shall have an equal opportunity to participate in the performance of contracts; to create a level playing field on which HUBs can compete fairly for contracts and subcontracts; to ensure nondiscrimination on the basis of race, color, national origin, or gender in the award and administration of contracts; to help remove barriers to the participation of HUBs in department contracts; and, to assist in the development of firms that can compete successfully in the market place outside the HUB program. Consequently, the HUB requirements of the Authority/Department's HUB Program apply to this contract as follows:
 - (1) The Provider agrees to insure that they shall take all necessary and reasonable steps to meet the HUB goal for this contract.
 - a. The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.
 - b. When submitting the contract for execution by the Authority, the Provider must complete and furnish Attachment H-1 which lists the commitments made to all subproviders, including certified HUB subprovider(s) that are to meet the contract goal, and Attachment H-2 which is a commitment agreement(s) containing the original signatures of the Provider and HUB(s) that were indicated in the original submitted Authority/State of Texas HUB Subcontracting Plan (HSP) in Section 8. For Work Authorization Contracts, Attachment H-1 is required at the time of submitting the contract for execution by the Department. Attachment H-2 will be required to be completed and attach with each work authorization number that is submitted for execution, if the HUB will be performing work. If non-HUB subprovider is performing work, insert N/A (not applicable) on the line provided. A prime must allow a HUB maximum opportunity to perform the work by not creating unnecessary barriers or artificial requirements for the purpose of hindering a HUB's performance under the contract. Any substitutions or changes to the HSP, in addition to any changes to the original contract award, shall be subject to prior written approval by the Department. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.
 - c. Failure to carry out the requirements set forth above shall constitute a breach of contract and may result in a letter of reprimand; in termination of the contract by the Authority; in a deduction from money due or to become due to the Provider, not as a penalty but as damages to the Department's HUB Program; or such other remedy or remedies as the Department deems appropriate.
- 2) **DEFINITIONS.**
 - g. "Authority/Department" means Hidalgo County Regional Mobility Authority (HCRMA) and the Texas Department of Transportation (TxDOT).
 - a. "Agreement" is the agreement between the Authority and a Provider.
 - b. "Provider" is any individual or company that provides professional or technical services.
 - c. "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit which combines their property, capital, efforts, skills and knowledge.
 - d. "Historically Underutilized Business (HUB)" means any business so certified by the Texas Building and Procurement Commission.
- 3) **PERCENTAGE GOAL.** The goal for Historically Underutilized Business (HUB) participation in the work to be performed under this contract is 6.0 % of the contract amount.

ATTACHMENT H-SG (NOT APPLICABLE)

- 4) **PROVIDER'S RESPONSIBILITIES.** A Provider (HUB or non-HUB) must perform a minimum of 30% of the contract with its employees (as defined by the Internal Revenue Service). The contract is subject to the HSP Good Faith Effort Requirements.
- a. A Provider who cannot meet the contract goal, in whole or in part, should have documented any of the following and other efforts made as a "Good Faith Effort" to obtain HUB participation.
 - (1) Whether the prime advertised in general circulation, trade association, and/or minority/women focus media concerning subcontracting opportunities.
 - (2) Whether the prime provided written notice to at least three (3) qualified HUBs allowing sufficient time for HUBs to participate effectively.
 - (3) Whether the prime documented reasons for rejection or met with the rejected HUB to discuss the rejection.
 - (4) Whether the prime provided qualified HUBs with adequate information about bonding, insurance, the plans, the specifications, scope of work and requirements of the contract.
 - (5) Whether the prime negotiated in good faith with qualified HUBs, not rejecting qualified HUBs who are also the lowest responsive bidder.
 - (6) Whether the prime used the services of available minority and women community organizations, contractor's groups, local, state, and federal business assistance offices, and other organizations that provide support services to HUBs.

NOTE: The Provider must not cause or allow subproviders to bid their services.

- b. The preceding information shall be submitted directly to the Chair of the Authority responsible for the contract.
 - c. The Provider shall make all reasonable efforts to honor commitments to HUB subproviders named in the original HSP in Section 8. Where the Provider terminates or removes a HUB subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Authority/Department that the originally designated HUB was not able or willing to perform. The term "unable" includes, but is not limited to, a firm that does not have the resources and expertise to finish the work and/or a firm that substantially increases the time to complete the project.
 - d. The Provider shall make all reasonable efforts to replace a HUB subprovider that is unable or unwilling to perform successfully with another HUB and must meet the HSP Good Faith Effort Requirements. Any substitution of HUBs shall be subject to prior written approval by the Authority. The Authority will request a statement from the firm being replaced concerning its replacement prior to approving the substitution. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.
 - e. The Provider shall designate a HUB liaison officer who will administer the Provider's HUB program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with HUBs.
- 5) **ELIGIBILITY OF HUBS.**
- a. The Texas Building and Procurement Commission (TBPC) certifies the eligibility of HUBs.
 - b. The TBPC maintains a directory of certified HUBs. The HUB Directory is available through the TxDOT Department's Business Opportunity Programs Office and through the Internet at the TBPC's Website (<http://www2.tbpc.state.tx.us/cmb1/hubonly.html>).
 - c. Only HUB firms certified and identified in specific categories and classes at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. above.
 - d. If during the course of the contract it becomes necessary to substitute another HUB firm for a firm named in the information submitted by the Provider as required by Section 2.c. above, then only certified HUBs will be considered eligible as a substituted firm. The Provider's written request for

ATTACHMENT H-SG (NOT APPLICABLE)

substitutions of HUB subproviders shall be accompanied by a detailed explanation, which should substantiate the need for a substitution. The Authority/Department will verify the explanation with the HUB firm being replaced before giving approval of the substitution. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Attachment H-1 showing the revised commitment of all subproviders.

- e. The 73rd Legislature passed Texas Civil Statutes, Article 601i, relative to contracts between governmental entities and certain disadvantaged businesses. The Statute provides for civil penalties for persons who falsely claim disadvantaged business status and for the general contractor who knowingly contracts with a person claiming to be a disadvantaged business.

6) **DETERMINATION OF HUB PARTICIPATION.**

A firm must be an eligible HUB and perform a professional or technical function relating to the project. Proof of payment, such as copies of canceled checks, properly identifying the Authority's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority/Department. A HUB subprovider, with prior written approval from the Authority/Department, may subcontract 70% of a contract as long as the HUB subprovider performs a commercially useful function. All subcontracts shall include the provisions required in the subcontract and shall be approved as to form, in writing, by the Authority/Department prior to work being performed under the subcontract. A HUB performs a commercially useful function when it is responsible for a distinct element of the work of a contract; and actually manages, supervises, and controls the materials, equipment, employees, and all other business obligations attendant to the satisfactory completion of contracted work. If the subcontractor uses an employee leasing firm for the purpose of providing salary and benefit administration, the employees must in all other respects be supervised and perform on the job as if they were employees of the subcontractor.

7) **COMPLIANCE OF PROVIDER.**

To ensure that HUB requirements of this contract are complied with, the Authority/Department will monitor the Provider's efforts to involve HUBs during the performance of this contract. This will be accomplished by a review of the monthly Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) submitted to the AUTHORITY Office by the Provider indicating his/her progress in achieving the HUB contract goal, and by compliance reviews conducted by the Authority/Department. The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) must be submitted at a minimum monthly to the Business Opportunity Programs Office, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the HUB goal based on actual payments to the HUB subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice.

- (1) Payments to brokers or firms with a brokering type operation will be credited only for the amount of the commission;
- (2) Payments to a joint venture will not be credited unless all partners in the joint venture are HUBs;
- (3) Payments to a HUB subprovider who has subcontracted a portion of the work required under the subcontract will not be credited unless the HUB performs a commercially useful function;
- (4) Payments to a HUB will not be credited if the firm does not provide the goods or perform the services paid for;
- (5) Payments made to a HUB that cannot be linked by an invoice or canceled check to the contract under which credit is claimed will not be credited.

A Provider must not withhold or reduce payments to any HUB without a reason that is accepted as standard industry practice. A HUB prime or subprovider must comply with the terms of the contract or subcontract. Work products, services, and commodities must meet contract specifications whether performed by a prime or subprovider.

ATTACHMENT H-SG (NOT APPLICABLE)

A Provider's failure to meet the HUB goal and failure to demonstrate to the Authority/Department's satisfaction sufficient "Good Faith Effort" on his/her part to obtain HUB participation shall constitute a breach of contract. In such a case, the Authority/Department reserves the right to issue a letter of reprimand; to deduct the amount of HUB goal not accomplished by HUBs from the money due or to become due the Provider, not as a penalty but as damages to the Authority/Department's HUB program; or such other remedy or remedies as the Authority/Department deems appropriate.

8) **RECORDS AND REPORTS.**

- a. After submission of the initial commitment (Attachment H-1), required by Section 2.c. of this attachment, the Provider shall submit State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) at a minimum monthly, after contract work begins, on subcontracting involvement. One copy of the State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) is to be sent to the Authority/Department's Office monthly. In addition, the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) must be submitted with the Provider's invoice. **All payments made to subproviders are to be reported.** **The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Reports are required monthly even during months when no payments to subproviders have been made.** The Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report will be required until all work on the contract has been completed. The Authority/Department may verify the amounts being reported as paid to HUBs by requesting copies of canceled checks paid to HUBs on a random basis.
- b. Subproviders should be identified on the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) by name, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount.
- c. All such records must be retained for a period of four years following final payment, or until an investigation, audit, examination, or other review undertaken during the four years, and shall be available at reasonable times and places for inspection by authorized representatives of the Authority/Department and other agencies.
- d. Prior to receiving final payment, the Provider shall submit a Final Report (Attachment H-4), detailing the subprovider payments to the AUTHORITY Office of the Authority, and one copy to the Authority/Department with the Provider's final invoice.

12/06
HUB.ATT

ATTACHMENT H-SN (NOT APPLICABLE)

Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts No State of Texas HUB Subcontracting Plan Required

POLICY

It is the policy of the Authority/Department to ensure that HUBs shall have an equal opportunity to participate in the performance of contracts; to create a level playing field on which HUBs can compete fairly for contracts and subcontracts; to ensure nondiscrimination on the basis of race, color, national origin, or gender in the award and administration of contracts; to help remove barriers to the participation of HUBs in Authority contracts; and, to assist in the development of firms that can compete successfully in the market place outside the HUB program.

Subcontracting participation on projects with no HUB Subcontracting Plan Required should be reported on the Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report, the Attachment H-6 Form. Payment to non-HUBs subproviders must be reported on Attachment H-6. Payments to HUBs reported on Attachment H-6 are subject to the following requirements:

DETERMINATION OF HUB PARTICIPATION.

A firm must be an eligible HUB and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible HUB, the total amount paid to the HUB should be reported as race-neutral HUB participation.

A HUB subprovider may subcontract no more than 70% of a contract. The HUB subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the HUB; and equipment owned or rented directly by the HUB.

A provider must report a portion of the total value of the contract amount paid to a HUB joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the HUB.

Proof of payment, such as copies of canceled checks, properly identifying the Authority/Department's contract number or project number may be required to substantiate the payment, as deemed necessary by the Authority/Department.

The provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

REQUIRED FORMS.

If subcontractors are used under the contract that has no stated HUB goal, Attachments H-1, H-2, H-4 and H-6 are required. Attachments H-1 and H-6 are required if no subcontractors are being used to perform work under this contract.

Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) **is required monthly even when no subcontracting activity has occurred.** In addition, Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Attachment H-6) should be submitted with the Provider's invoice.

ATTACHMENT H-1

**Subprovider Monitoring System
Commitment Worksheet**

Contract #: _____ Assigned Goal: 6.0% Federally Funded _____ County Funded _____

Prime Provider: Atlas Technical Consultants LLC Total Contract Amount: \$402,877.44

Prime Provider Info: DBE ___ HUB ___ Both ___

Vendor ID #: _____ DBE/HUB Expiration Date: _____

(First 11 Digits Only)

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

Subprovider(s) (List All)	Type of Work	Vendor ID # (First 11 Digits Only)	D=DBE H=HUB	Expiration Date	\$ Amount or % of Work *
Subprovider(s) Contract or % of Work* Totals					

*For Work Authorization Contracts, indicate the % of work to be performed by each subprovider.

Total DBE or HUB Commitment Dollars \$0.00 (DBE)

Total DBE or HUB Commitment Percentages of Contract 0% (DBE)

(Commitment Dollars and Percentages are for Subproviders only)

12/06

DBEH1.AT

**ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement**

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). **NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.**

Contract #: _____ Assigned Goal: 6.0% Prime Provider Atlas Technical Consultants LLC

Work Authorization (WA)#: _____ WA Amount: \$0 Date: _____

Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____

Revised WA Amount: _____

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
FC	\$0
FC	\$0
Total Commitment Amount <i>(Including all additional pages.)</i>	\$0

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: Atlas Technical Consultants LLC Address: 1959 Saratoga Blvd., Bld. 12 Corpus Christi, TX 78417 VID Number: PH: & FAX: 361-510-9317 Email: marvin.garcia@oneatlas.com	Name: <u>Marvin Garcia P.E.</u> <i>(Please Print)</i> Title: <u>Senior Vice President-Regional Director of Operations.</u> _____ Signature Date
DBE/HUB Sub Provider Subprovider Name: VID Number: Address: PH: Email:	Name: _____ <i>(Please Print)</i> Title: _____ _____ Signature Date
Second Tier Sub Provider Subprovider Name: VID Number: Address: Phone #& Fax #: Email:	Name: _____ <i>(Please Print)</i> Title: _____ _____ Signature Date

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

ATTACHMENT H-3
Subprovider Monitoring System for Federally Funded Contracts
Progress Assessment Report for month of (Mo./Yr.) _____/_____

Contract #: _____
 Date of Execution: _____
 Prime Provider: Atlas Technical Consultants LLC
 Work Authorization No. : _____

Original Contract Amount: \$402,877.44
 Approved Supplemental Agreements: \$0
 Total Contract Amount: \$0
 Work Authorization Amount: \$0

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

DBE	All Subproviders	Category of Work	Total Subprovider Amount	% Total Contract Amount	Amount Paid This Period	Amount Paid To Date	Subcontract Balance Remaining

Fill out Progress Assessment Report with each estimate/invoice submitted, *for all subcontracts*, and forward as follows:

1 Copy with Invoice - Hidalgo County Regional Mobility Authority Office

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

 Print Name - Company Official /DBE Liaison Officer

 Signature

 Phone

 Date

 Email

 Fax

ATTACHMENT H-4

**Subprovider Monitoring System
Final Report**

The Final Report Form should be filled out by the Prime Provider and submitted to the Contract Manager and the Business Opportunity Programs Office for review upon completion of the contract. The report should reflect **all subcontract activity** on the project. The report will aid in expediting the final estimate for payment. If the HUB or DBE goal requirements were not met, documentation supporting good faith efforts must be submitted.

DBE Goal: 6.0 %

OR

HUB Goal: _____%

Total Contract Amount: **\$0**

Total Contract Amount: \$402,877.44

Contract Number:

Vendor ID #	Subprovider	Total \$ Amount Paid to Date
TOTAL		

This is to certify that _____% of the work was completed by the HUB or DBE subproviders as stated above.

By: Prime Provider

Per: Signature

Subscribed and sworn to before me, this _____ day of _____, 20 __

Notary Public _____ County

My Commission expires: _____

12/06

DBE-H4.A

ATTACHMENT H-7
DBE CERTIFICATIONS

ATTACHMENT I
CERTIFICATE OF INSURANCE

ATTACHMENT J
CONFLICTS CERTIFICATION

ATTACHMENT J

CONFLICTS CERTIFICATION

1. Business Relationships:

The RMA has adopted a conflict of interest policy which generally requires disclosure of any business relationships with RMA board members or key personnel, as designated on the Authority's website. The Conflict of Interest Policy for Consultants, the list of Board Members and Key Personnel, and the Disclosure Form can be obtained from the RMA website (www.hcrma.net). Engineer all any sub consultants to Engineer shall adhere to this policy and provide any required disclosures.

2. Adverse Matters:

Engineer must disclose conflicts of interest by identifying any matter in which the Engineer becomes adverse to the RMA or the Texas Department of Transportation or to the State of Texas or any of its boards, agencies, commissions, universities, elected or appointed officials, or Hidalgo County during the term of the Agreement.

3. Direct and Indirect Interest:

The Engineer shall ensure that, during the term of the Agreement, the Engineer, including any of its principals, will have no interest, direct or indirect, that would conflict in any manner or degree with the performance of Engineer's obligations under the agreement, including, but not limited to, ownership of property in the right-of-way of any of the independent projects of the Hidalgo County Roadway System. The Engineer warrants that, in the performance of the Agreement, the Engineer shall not employ any person, or subcontract with any entity, having such known interest.

ENGINEER: Atlas Technical Consultants LLC

BY: _____

DATE: _____

**ATTACHMENT K
DEBARMENT CERTIFICATION**

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects



Quality Assurance
Program for
Design-Bid-Build Projects

May 2019

© 2018 by Texas Department of Transportation
512/506-5802
All Rights Reserved

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

TABLE OF CONTENTS

SECTION 1 - INTRODUCTION	4
1.1 Overview	4
1.2 Support	4
SECTION 2 - ACCEPTANCE PROGRAM	5
2.1 Overview	5
2.2 Sampling and Testing Frequency and Location.....	5
2.3 Documentation.....	5
2.4 Quality Control Sampling and Testing.....	5
2.5 Dispute Resolution.....	5
SECTION 3 - INDEPENDENT ASSURANCE	6
3.1 Overview	6
3.2 Required Frequencies and Activities	6
3.3 Testing Equipment	7
3.4 Testing Personnel	7
3.5 Comparing Test Results.....	8
3.6 Annual Report of IA Program Results	8
SECTION 4 - MATERIALS CERTIFICATION	9
4.1 Overview	9
SECTION 5 - CONFLICT OF INTEREST	10
5.1 Overview	10
SECTION 6 - TECHNICIAN QUALIFICATION PROGRAM.....	11
6.1 Purpose.....	11
6.2 Technician Qualification	11
6.3 Who Must Be Qualified?	11
6.4 Who Can Qualify Sampling and Testing Personnel?.....	11
6.5 Required Certifications for Commercial Laboratory and Contractor Personnel	12
6.6 Qualification Procedure	12
6.7 Provisional Certifications.....	13
6.8 Responsibility and Documentation	14
6.9 Disqualification	14
SECTION 7 - LABORATORY QUALIFICATION PROGRAM	16
7.1 Purpose.....	16
7.2 Laboratory Responsibility	16
7.2.1 CE&I	16
7.2.2 District AO Personnel	16
7.2.3 District Lab Coordinator.....	17

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

7.3	Qualification	17
7.3.1	District Lab Accreditation	17
7.3.2	Commercial Lab and CE&I Qualification Process	18
7.4	Calibration Standards and Frequencies for Laboratory Equipment.....	20
7.5	Non-Compliance.....	20
7.6	Documentation.....	20
7.7	Dispute Resolution.....	21

Appendix A – Acronyms and Definitions

Appendix B – Test Methods for Split/Proficiency Evaluation

Appendix C – IA Annual Report

Appendix D – Material Certification Example Letter for Projects with Federal Oversight

Appendix E – Material Certification Example Letter for Projects with Non-Federal Oversight

Appendix F – Archived Versions

ATTACHMENT L

2019 Quality Assurance Program for Design Bid Build Projects

SECTION 1 - INTRODUCTION

1.1 Overview

The Texas Department of Transportation (TxDOT) established the Quality Assurance Program (QAP) for Design-Bid-Build (D-B-B) Projects to ensure that materials and workmanship incorporated into highway construction projects are in reasonable conformity with the requirements of the approved plans and specifications, including any approved changes. This program conforms to the criteria in 23 CFR 637 B, where the Materials and Tests Division (MTD) central laboratory will be accredited under the AASHTO Accreditation Program (AAP) which oversees the statewide qualification program.

It consists of an "Acceptance Program" and "Independent Assurance (IA) Program" based on test results obtained by qualified persons and equipment.

The QAP allows for the use of validated Contractor-performed quality control (QC) test results as part of an acceptance decision. It also allows for the use of test results obtained by commercial laboratories in acceptance decisions. The acceptance of all materials and workmanship is the responsibility of the Engineer.

1.2 Support

For more information regarding the information and procedures in the program, contact the Materials and Tests Division (MTD) Administration at 512/506-5843.

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

SECTION 2 - ACCEPTANCE PROGRAM

2.1 Overview

The Quality Assurance Program (QAP) assures materials, incorporated into any highway construction project, are subject to verification sampling and testing, as well as quality control (QC) sampling and testing when required by the specifications.

The District Engineer will delegate an individual at the district level for the accountability of certification verification in SiteManager (SM) and at the laboratory for various project delivery options applicable to the DBB program.

The delegation of authority should encompass a mechanism that provides oversight authority and an audit function to ensure compliance. Additional information can be found in [Section 6.7 – Dispute Resolution](#).

2.2 Sampling and Testing Frequency and Location

Verification sampling and testing will be performed at the location and frequency established in the Department's [Guide Schedule of Sampling and Testing for Design-Bid-Build \(DBB\) Projects](#) (DBB Guide Schedule) or specifications specific to each project.

2.3 Documentation

Testing will be documented within SiteManager on the department approved excel templates. When the tester does not enter test results directly into SM, the hardcopy will need to be scanned and attached to the SM sample documenting the tester's name.

2.4 Quality Control Sampling and Testing

Contractor-performed QC sampling and testing may be used as part of an acceptance decision when required or allowed by specification.

QC sampling and testing personnel, laboratories, and equipment will be qualified in accordance with [Section 6 – Technician Qualification Program](#) and [Section 7 – Laboratory Qualification Program](#) and will be evaluated under the Independent Assurance Program, as described in [Section 3](#) of this document.

QC test results will be validated by verification test results obtained from independently taken samples. Qualified TxDOT personnel or their designated agents will perform verification sampling and testing.

2.5 Dispute Resolution

When QC test results are used in the acceptance decision, the MTD central laboratory or an accredited independent laboratory approved by MTD will perform the referee testing. The referee laboratory decision will be final.

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

SECTION 3 - INDEPENDENT ASSURANCE PROGRAM

3.1 Overview

The Independent Assurance (IA) program evaluates all sampling and testing procedures, personnel, and equipment used as part of an acceptance decision.

The IA program evaluates the qualified sampling and testing personnel and testing equipment and is established using the system approach. The system approach bases frequency of IA activities on time—regardless of the number of tests, quantities of materials, or numbers of projects tested by the individual being evaluated.

3.2 Required Frequencies and Activities

Table 1 gives the frequencies and activities required for evaluating sampling and testing personnel and equipment under the system approach to IA.

Table 1
Frequencies and Activities Required Under IA System Approach

Time	Activity
Before performing acceptance sampling and testing.	Qualification required under <u>Section 6</u> and <u>Section 7</u> of this QAP.
Within 12 months after Observation and Qualification, not to exceed 15 months.	Each qualified technician is required to participate in the first available proficiency or split sample for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 24 months after Observation and Qualification, not to exceed 27 months.	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 36 months of Qualification. (Only required for certifications issued by TxDOT or TXAPA with a 3-year cycle.)	Qualification is again required under <u>Section 6</u> and <u>Section 7</u> of this QAP.
Within 36 months after Observation and Qualification, not to exceed 39 months. (Only required for ACI, which has a 5-year certification cycle.)	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.
Within 48 months after Observation and Qualification, not to exceed 51 months. (Only required for ACI, which has a 5-year certification cycle.)	Each qualified technician is required to participate in one proficiency or split sample test for each test method requiring IA. Results must compare to the IA test results to within the established tolerance.

ATTACHMENT L

2019 Quality Assurance Program for Design Bid Build Projects

Within 60 months of qualification (Only required for certifications issued by ACI with a 5-year cycle.)

Qualification is again required under [Section 6](#) and [Section 7](#) of this QAP.

Maintaining technician qualification under the IA system approach requires continuation of the above cycle of qualification and successful split or proficiency sample testing.

3.3 Testing Equipment

MTD will qualify district laboratory testing equipment used for acceptance sampling and testing, in accordance with [Section 7](#) – Laboratory Qualification Program. Any non-TxDOT commercial laboratory used for acceptance sampling and testing must be accredited in accordance with [Section 7.3](#) – Qualification.

MTD may designate the district laboratory to qualify commercial laboratory testing equipment, used for acceptance sampling and testing, in accordance with corresponding calibration test procedures. MTD or TxDOT district laboratory may hire a third-party entity to perform calibration or verification in accordance with corresponding calibration test procedures.

The qualifying authority will qualify testing equipment in accordance with the following guidelines.

- A. Frequency for qualifying sampling and testing equipment must not exceed 1 year.
- B. Calibration or verification is required whenever the laboratory or equipment is moved.

The qualifying authority will evaluate any equipment used to perform verification and QC sampling and testing in making an acceptance decision. This evaluation includes calibration checks and split or proficiency sample tests. The Department test procedures referenced in [Section 7.4](#) – Calibration Standards and Frequencies for Laboratory Equipment give the requirements for, and frequency of, equipment calibrations.

3.4 Testing Personnel

MTD will qualify district and commercial laboratory personnel performing IA activities, in accordance with [Section 6](#) – Technician Qualification Program.

MTD may designate a district laboratory to qualify other Department personnel and accredited commercial laboratory personnel performing IA activities. When a district qualifies commercial laboratory personnel, they must notify MTD in writing.

Individuals performing IA activities will be other than those performing verification or QC testing.

IA personnel will evaluate any individual performing verification or QC sampling and testing. This evaluation includes observations and split or proficiency sample testing.

ATTACHMENT L

2019 Quality Assurance Program for Design Bid Build Projects

3.5 Comparing Test Results

Comparison of the split sample test results can be used if equipment or procedures issues are suspected. [Appendix B](#) gives the acceptable tolerance limits for comparing test results from split and proficiency samples.

If the comparisons of the test results do not comply with the tolerances, an engineering review of the test procedures and equipment will be performed immediately to determine the source of the discrepancy.

3.6 Annual Report of IA Program Results

MTD will compose and submit an annual report to the Federal Highway Administration (FHWA) summarizing the results of TxDOT's systems approach IA program. See [Appendix C](#) for the annual report form.

This report identifies:

- number of sampling and testing personnel evaluated by the systems approach IA testing;
- number of IA evaluations found to meet tolerances in [Appendix B](#);
- number of IA evaluations found to not meet tolerances in [Appendix B](#); and
- summary of any significant system-wide corrective actions taken.

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

SECTION 4 - MATERIALS CERTIFICATION

4.1 Overview

The TxDOT District Area Engineer or Director of Construction will submit a materials certification letter, conforming in substance to the examples shown in Appendix D or E, as applicable.

For projects with federal oversight, submit the materials certification letter (Appendix D) to the FHWA division administrator, with a copy to **MTD**.

For non-federal oversight projects, submit the material certification letter (Appendix E) to the TxDOT District Engineer, with a copy to **MTD**.

Either letter must be submitted at final acceptance of the project.

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

SECTION 5 - CONFLICT OF INTEREST

5.1 Overview

To avoid an appearance of a conflict of interest, any qualified non-TxDOT laboratory will perform only one of the following functions on the same project:

- verification sampling and testing;
- QC sampling and testing;
- IA testing; or
- referee testing.

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

SECTION 6 - TECHNICIAN QUALIFICATION PROGRAM

6.1 Purpose

This program provides uniform statewide procedures for technician qualification to ensure that tests required by the specifications are performed according to the prescribed sampling and testing methods.

6.2 Technician Qualification

Sampling and testing personnel will be qualified to perform sampling and testing for the acceptance of materials in the areas of soils, bituminous, aggregate, and concrete materials.

The test methods for which individuals can be qualified are included in the following series of the [TxDOT Test Procedures](#).

- [100-E Series \(Soils\)](#)
- [200-F Series \(Bituminous\)](#)
- [400-A Series \(Aggregates and Concrete\)](#)
- [500-C Series \(Asphalt – Tex-500-C and Tex-530-C\)](#)

6.3 Who Must Be Qualified?

Any individual who performs sampling and testing on the materials listed in [Section 6.2](#) – Technician Qualification, for acceptance, must be qualified in each test procedure they perform.

NOTE—Reciprocity may be granted to individuals who have been successfully qualified under another state's program. These situations will be considered on a case-by-case basis and must meet the approval of the Materials and **Tests (MTD) Division** Director.

6.4 Who Can Qualify Sampling and Testing Personnel?

The following personnel may qualify an individual to perform the required sampling and testing of materials:

- **MTD** personnel;
- qualified district materials engineer or laboratory supervisor (except as noted below);
- qualified district laboratory personnel who have been authorized by the district materials engineer or laboratory supervisor to qualify others; and
- department-approved entities such as the Texas Asphalt Pavement Association (TXAPA) and the American Concrete Institute (ACI). Certifications received from these institutions may be used to satisfy the written exam and observation part of the Technician Qualification Program.

ATTACHMENT L

2019 Quality Assurance Program for Design Bid Build Projects

NOTE—Each district laboratory will maintain a minimum of one individual qualified by MTD or its designated agent, for each test procedure performed within the district. To perform testing and qualify district personnel for TxDOT concrete test methods, at least one individual from the district laboratory must have the corresponding ACI Field and Strength certifications issued by MTD.

6.5 Required Certifications for Commercial Laboratory and Contractor Personnel

Non-TxDOT laboratory personnel performing sampling and testing for TxDOT, or as required by specification, must obtain and keep current the following certifications pertinent to their scope of testing:

- [ACI Concrete Field Testing Technician – Grade I](#),
- [ACI Concrete Strength Testing Technician](#),
- [TXAPA HMA Level 1A – Plant Production Specialist](#),
- [TXAPA HMA Level 1B – Roadway Specialist](#),
- [TXAPA HMA Level 2 – Mix Design Specialist](#),
- [TXAPA SB 101 – Property Specialist](#),
- [TXAPA SB 102 – Field Specialist](#),
- [TXAPA SB 103 – Materials Analysis Specialist](#),
- [TXAPA SB 201 – Strength Specialist](#),
- [TXAPA SB 202 – Compressive Strength Specialist](#), and
- [TXAPA AGG101 -- Aggregate Specialists](#).

For testing procedures not covered by the above certifications, the following personnel may qualify an individual to perform the required sampling and testing of materials:

- district laboratory personnel who have been authorized by MTD to perform technician qualifications, and
- MTD personnel.

6.6 Qualification Procedure

To qualify, an authorized evaluator must witness an individual successfully perform the specific test and the necessary calculations required to determine specification compliance. Successful performance is defined as demonstrating the ability to properly perform the key elements for each test method. If the individual fails to demonstrate the ability to perform a test, the individual will be allowed one retest per test method at the evaluator's

ATTACHMENT L

2019 Quality Assurance Program for Design Bid Build Projects

convenience. The maximum number of attempts cannot exceed three trials in a 90-day period of time.

In addition to successful performance of a test method, the individual must pass a written examination (minimum score of 80%) administered by an authorized evaluator. The maximum amount of time allocated per test will be one hour. If an individual cannot complete the written test in an hour, it will result in failure. An individual failing the written examination may request a retest. The retest must be scheduled and administered within 30 days of notification of failure; however, the maximum number of attempts cannot exceed three trials in a 90-day period of time.

Under unique circumstances, the qualification authority may grant a verbal examination upon request. The reasons for requesting a verbal examination must be presented and documented before the individual is allowed to take the examination. Should the technician fail the retest examination, the technician will not be allowed to test again unless a written notification is received from the technician's employer or supervisor stating that the technician has received additional training. MTD or its representative will determine the adequacy of the additional training. Failure to pass the third written examination will be considered as failing the entire qualification.

Successful qualification is defined as passing both the written and performance examinations.

In addition, the individual must participate in split or proficiency samples administered by the qualifying authority to validate the qualification as defined in Appendix B. MTD determines the qualifying authority for the split or proficiency sample.

Unless otherwise stated, qualification of an individual is valid for not more than 3 years, after which the individual must be re-qualified. Under the IA system approach, annual split or proficiency evaluations will be required as specified in Section 3.2 – Required Frequencies and Activities. Failure to satisfactorily complete annual split or proficiency testing will result in certification revocation.

6.7 Provisional Certifications

If the required certifications, listed in the Section 6.5 – Required Certifications for Commercial Laboratories and Contractor Personnel, cannot be readily obtained due to course availability, schedule conflicts, or other extenuating circumstances, provisional certifications administered by MTD or TxDOT's district laboratory will be allowed, per the following stipulations:

- provisional certifications must be approved by MTD or TxDOT district laboratory supervisor;
- provisional certifications will be valid for one month after the TXAPA and ACI examination dates; and
- the candidate must show evidence of having enrolled in the required ACI or TXAPA course.

ATTACHMENT L

2019 Quality Assurance Program for Design Bid Build Projects

6.8 Responsibility and Documentation

MTD and the district materials engineer, laboratory supervisor, or designee are responsible for maintaining documentation of all individuals qualified under their authority who perform required tests for acceptance of materials. The CE&I firm shall identify a coordinator with the responsibility to communicate with the Area Office who will then coordinate with the district level person to satisfy the requirements for qualified testers. SiteManager shall be used to send email notification on certification status to the owner (technician) as well as the district level responsible person. TxDOT's SiteManager will be the official system of record for qualified or certified TxDOT and commercial laboratory personnel.

Issuance of qualification certificates by the TxDOT qualifying authority is not required. A qualification summary listing all tests for which an individual is qualified is available in SiteManager and may be printed and signed at the district's discretion. Documentation is to be maintained through the Object Linking and Embedding (OLE) attachment window. This function allows all qualified personnel supporting documentation to be viewed in SM which includes:

- copies of certificates issued by ACI and TXAPA; or
- copies of certificates issued by MTD or TxDOT district laboratory, if issued;
- Quality Assurance Test (QAT) report with clear identification of technician's name, qualifier's name, score, and date taken; and
- original performance examinations for test procedures administered to each technician by the TxDOT qualifying authority, with clear identification of technician's name, qualifier's name, qualification status, and date.

Documentation retention will be for the life of the qualification, as detailed in the State of Texas Records Retention Schedule.

Results of annual proficiency testing administered by MTD or TXAPA will be stored in their respective central repositories through SharePoint. Annual split sample evaluations should be stored in SiteManager.

6.9 Disqualification

Accusations of misconduct by testing technicians are made to the responsible TxDOT district representative and reported to MTD. Table 2 defines the 3 levels of misconduct: neglect, abuse, and breach of trust.

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

Table 2
Levels of Misconduct

Term	Definition
Neglect	Unintentional deviations from testing procedures or specifications.
Abuse	Careless or deliberate deviation from testing procedures or specifications.
Breach of Trust	Violation of the trust placed in the certified technician including, but not limited to, acts such as: <ul style="list-style-type: none">• falsification of records;• being aware of improprieties in sampling, testing, or production by others and not reporting them to appropriate supervisors involved in the project;• re-sampling or retesting without awareness and consent of appropriate supervisors involved in the project; and• manipulating compensation or production.

The certification steering committee will investigate accusations of misconduct with the assistance of the responsible district. Depending on the severity of the misconduct, MTD may impose penalties ranging from a written reprimand, a temporary suspension, or a permanent revocation of the certification, contingent upon the findings of the investigation. A technician with a revoked certification will be removed from the project and will not be allowed to be employed on any TxDOT project statewide.

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

SECTION 7 - LABORATORY QUALIFICATION PROGRAM

7.1 Purpose

This program provides uniform statewide procedures to ensure that laboratory facilities and equipment are qualified for the performance of required sampling and testing methods.

7.2 Laboratory Responsibility

The responsibilities are spread among varying roles and are defined below to achieve a level of quality and to maintain program compliance.

7.2.1 CE&I

The CE&I firm shall:

- determine all test methods and certification requirements for a project and submit to the area office coordinator within ten (10) days after the execution of the contract and before the kick off meeting;
- submit required technician certifications and commercial lab requests submittals to the AO; and
- provide a quality plan to the AO that will demonstrate how quality is to be achieved through acceptance testing, per project. Include how the firm will track and ensure that only certified technicians perform acceptance on equipment that is calibrated and in good working order.

7.2.2 District AO Personnel

The Area Engineer will delegate the District AO coordinator. The AO coordinator shall:

- provide the district lab personnel with monthly status of the CE&I projects;
- provide the district lab contacts for CE&I firms and their commercial labs;
- invite the district lab personnel to the kick off and associated preconstruction meetings;
- will forward all CE&I technician certifications and laboratory submittals or requests to the district lab;
- will review the CE&I project specific testing, certification, and equipment needs; and
- submit the CE&I's quality plan to the district lab.

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

7.2.3 District lab coordinator

The district lab coordinator shall:

- review and make recommendations to the AO coordinator for approval or rejection of the CE&I quality plan;
- coordinate the inspection of the commercial lab facility and equipment once the quality plan has been approved;
- communicate the status of the inspection with the CE&I firm;
- use SM to auto notify the owner (technician) and the district lab designee before certification expiration; and
- conduct an internal review for continual compliance for all levels of certifications annually.

7.3 Qualification

All laboratories performing sampling and testing for TxDOT require qualification. These include, but are not limited to the following:

- Materials and Tests Division (MTD) central laboratory;
- District laboratories;
- area or project laboratories (including field laboratories at hot mix and concrete plants);
- MTD field laboratories; and
- commercial laboratories.

7.3.1 District Lab Accreditation

MTD is responsible for accrediting the district and MTD field laboratories. Upon completion of the laboratory accreditation process, the district lab is assigned a rating. The rating system identified in Table 3 is based on the associated risks to the department.

Table 3
Rating Legend

Number	Rating Legend
1	Excellent review with minor or no deficiencies notated.
2	Several deficiencies or repetitive observation were notated.
3	A level of negligence was found programmatically violating compliance requirements.

ATTACHMENT L

2019 Quality Assurance Program for Design Bid Build Projects

Each laboratory inspection summarizes the accreditation visit where a finding is classified as either a deficiency or an observation, defined as follows:

Deficiency: A finding that indicates policy or practice contrary to the requirements of the applicable test methods or documented quality procedures.

Observation: Observations are intended as comments for improvements relating to specific technical information to offer recommendations for best practice. Specifically, observations are noted for any technically related deficiencies where judgment and experience indicate it is not likely to affect the laboratory's ability to produce valid and accurate test results.

Resolution of Findings

A corrective action report (CAR) and supporting documentation is collectively submitted to MTD to address the findings notated in the report. The CAR will document actions that have been taken to prevent reoccurrence and to show a formal resolution to the findings.

Deficiencies:

Deficiencies require a formal written response describing the corrective actions taken or planned and enough documentation, i.e., records, copies of new or revised procedures, equipment invoices, or photographs to substantiate actions taken. Corrective actions should be permanently implemented to prevent recurrence of the problem.

Observations:

No written response is required for findings identified as observations. The laboratory should; however, take necessary corrective action to address the observation to prevent possible recurrence. Repeat observations may result in deficiencies.

The resolution should be completed in 21 days from the issuance of the report. If the laboratory cannot satisfy the findings in the report, an extension may be requested for additional time to resolve any outstanding or pending findings. Additional time extensions may be granted on a case by case scenario but should not exceed 90 days. When the findings cannot be resolved within the 90-day period, the MTD Division Director (DD) will escalate the outstanding issues at his discretion to the DOC or DE as needed. See Section 7.5 – Non-Compliance.

7.3.2 Commercial Lab and CE&I Qualification Process

At the district level, the district laboratory will be the qualifying authority for area office and commercial laboratories, only in the areas for which the district laboratory is accredited. They are also responsible for participating and conducting a peer review that will include a minimum of two projects conducted by CE&I firms to ensure program compliance. The peer review shall be documented and conducted within 12-24 months after MTD conducts the QAP district accreditation.

ATTACHMENT L

2019 Quality Assurance Program for Design Bid Build Projects

When a district qualifies a commercial laboratory, they must notify MTD in writing and submit a copy of the laboratory qualification certificate. A directory of all TxDOT-qualified laboratories is available through the MTD crossroads intranet.

The laboratory qualifying authority will use Form 2682, "Quality System Inspection – Commercial Laboratory," to document the following:

- identify the scope of testing to be performed;
- verify that test methods used to perform tests are available and current;
- document that the laboratory has the required equipment to perform the tests;
- check the calibration or verification records for each piece of equipment, to include:
 - description of equipment,
 - identification of any traceable standard used,
 - frequency of calibration,
 - date of calibration,
 - date of last calibration,
 - date of next calibration,
 - calibrating technician,
 - procedure used to calibrate or verify equipment, and
 - detailed results of calibration; and
- verify that the laboratory has qualified or certified technicians to perform required testing.

In addition, all equipment may be subject to calibration verification or other inspection by the qualifying authority. Laboratories performing acceptance sampling and testing should use results from TxDOT's Material Producer List (MPL), and perform materials sampling and testing in accordance with TxDOT's DBB Guide Schedule. Materials that are not monitored or not pre-approved by TxDOT are subject to sampling and testing as part of the acceptance program, except as noted in the DBB Guide Schedule remarks.

NOTE—Project or field laboratories performing Tex-113-E, Tex-117-E, and Tex-242-F tests must be an approved laboratory from TxDOT's MPL.

Laboratories are qualified every 3 years, at a minimum, although accreditation may be an ongoing process. Calibration or verification is required whenever laboratory or equipment is moved or per the minimum laboratory standards defined in [Section 7.4 – Calibration Standards and Frequencies for Laboratory Equipment](#).

ATTACHMENT L

2019 Quality Assurance Program for Design Bid Build Projects

An annual internal audit should be conducted by designated staff to ensure continual compliance with technician records and equipment intervals. The following are tools and resources available to aid in managing the program for compliance:

- SM Material Users Query that allows filtering to determine expiring certifications, and
- Form 2682.

7.4 Calibration Standards and Frequencies for Laboratory Equipment

The standards for calibration and the frequencies for laboratory equipment calibrations are shown in:

- [Tex-198-E](#), “Minimum Standards for Acceptance of a Laboratory for Soils and Flexible Base Testing,”
- [Tex-237-F](#), “Minimum Standards for Acceptance of a Laboratory for Hot Mix Testing,”
- [Tex-498-A](#), “Minimum Standards for Acceptance of a Laboratory for Concrete and Aggregate Testing,” and
- [Tex-900-K Series](#), procedures for calibrating, verifying, and certifying equipment and devices.

7.5 Non-Compliance

A laboratory that does not meet all the above requirements is subject to disqualification or suspension.

Any equipment in a qualified laboratory failing to meet specified equipment requirements for a specific test method will not be used for that test method. MTD or the TxDOT district laboratory responsible for the certification or audit will immediately notify all applicable Area Offices of non-conformance for those test methods.

7.6 Documentation

The qualifying authority is responsible for verifying that laboratories are qualified to perform sampling and testing. Documentation will be required to be kept by the qualifying authority and the qualified laboratory. Calibration records will be maintained for a minimum of 10 years. Upon satisfactory completion of the laboratory qualification process, the qualifying authority will issue a certificate within 14 days covering the scope of testing in which the laboratory has been qualified, with a copy to MTD.

Laboratory qualification documentation to be maintained by the qualifying authority includes:

- availability and calibration or verification records for each piece of equipment;
- personnel qualified or certified to perform required testing; and

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

- copy of laboratory qualification certificate issued.

7.7 Dispute Resolution

The next higher qualification authority will resolve disputes concerning calibration and verification of equipment. For disputes that cannot be resolved at the district level, MTD will be the final authority.

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

Appendix A
Acronyms and Definitions

The following terms and definitions are referenced in this document and have the meanings set forth below.

AAP	AASHTO Accreditation Program (AASHTO re:source and CCRL)
AASHTO	American Association of State Highway Transportation Officials
ACI	American Concrete Institute
AO	Area Office
AQMP	Aggregate Quality Monitoring Program
CAR	Corrective Action Report
CCRL	Concrete and Cement Reference Laboratory
CE&I	Construction Engineering and Inspection
CFR	Code of Federal Regulations
MTD	Materials and Tests Division
CMEC	Construction Materials Engineering Council
FHWA	Federal Highway Administration
HMA	Hot-Mix Asphalt
HMAC	Hot-Mix Asphalt Center
IA	Independent Assurance
L-A-B	Laboratory Accreditation Bureau
MPL	Material Producer List
QAP	Quality Assurance Program
QAT	Quality Assurance Test
QC	Quality Control
SM	SiteManager
TXAPA	Texas Asphalt Pavement Association
TxDOT	Texas Department of Transportation

Abuse—Careless or deliberate deviation from testing procedures or specifications.

Acceptance Program—All factors that comprise TxDOT's program to determine the quality of the product as specified in the contract requirements. These factors include verification sampling, testing, and inspection and may include results of QC sampling and testing.

ATTACHMENT L

2019 Quality Assurance Program for Design Bid Build Projects

Accredited Laboratories—Laboratories that are recognized by a formal accrediting body as meeting quality system requirements including demonstrated competence to perform standard test procedures.

Breach of Trust—Violation of the trust placed in the certified technician including, but not limited to, acts such as: falsification of records; being aware of improprieties in sampling, testing, or production by others and not reporting them to appropriate supervisors involved in the project; re-sampling or retesting without awareness and consent of appropriate supervisors involved in the project; and manipulating compensation or production.

Certified Technician—A technician certified by some agency as proficient in performing certain duties.

Independent Assurance (IA) Program—Activities that are an unbiased and independent evaluation of all the sampling and testing procedures, equipment, and personnel qualifications used in the acceptance program.

Material Producer List (MPL)—TxDOT-approved products and materials from various manufacturers and producers are located at:
<http://www.txdot.gov/business/resources/producer-list.html>

Neglect—Unintentional deviations from testing procedures or specifications.

Proficiency Samples—Homogenous samples that are distributed and tested by 2 or more laboratories or personnel. The test results are compared to assure that the laboratories or personnel are obtaining the same results.

Qualified Laboratories—Laboratories that are capable as defined by appropriate programs established by TxDOT. As a minimum, the qualification program must include provisions for checking testing equipment, and the laboratory must keep records of calibration checks.

Qualified Sampling and Testing Personnel—Personnel who are capable as defined by appropriate programs established by TxDOT.

Quality Assurance (QA)—All planned and systematic actions necessary to provide confidence that a product or service will satisfy given requirements for quality.

Quality Control (QC)—All Contractor operational techniques and activities performed or conducted to fulfill the contract requirements.

TxDOT Standard Specifications—the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the Texas Department of Transportation, including all revisions thereto applicable on the effective date of the contract documents.

Verification Sampling and Testing—Sampling and testing performed to verify the quality of the product.

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

Appendix B
Test Methods for Split or Proficiency Evaluation

After observation and qualification, each qualified technician is required to participate annually in one proficiency or split sample test for each test method requiring independent assurance. Split sample test results must compare to the independent assurance test results below. Proficiency sample test results must be within ± 2 standard deviations of the proficiency sample mean.

Laboratory Testing Procedures and Tolerance Limits

Test Procedure	Description	Tolerance
Tex-104-E	Liquid Limit of Soils	15% of mean ¹
Tex-105-E	Plastic Limit of Soils	15% of mean ¹
Tex-106-E	Plasticity Index of Soils	20% of mean ¹
Tex-107-E	Bar Linear Shrinkage of Soils	$\pm 2\%$
Tex-110-E	Particle Size Analysis of Soils, Part I	> No. 4 sieve: $\pm 5\%$ points
		\leq No. 4 sieve: $\pm 3\%$ points
Tex-113-E	Moisture-Density Relationship of Base Materials	Density ± 2.0 PCF
		Moisture Content $\pm 0.5\%$
Tex-117-E	Triaxial Compression for Disturbed Soils and Base Materials, Part II	Strength ± 15 psi
		Moisture Content $\pm 0.5\%$
Tex-200-F	Asphaltic Concrete Combined Aggregate	>5/8" sieve: $\pm 5.0\%$ points (individual % retained)
		$\leq 5/8$ " sieve-No. 200: $\pm 3.0\%$ (individual % retained)
		Passing No. 200: $\pm 1.6\%$ points
Tex-206-F	Compacting Test Specimens of Bituminous Mixtures	$\pm 1.0\%$ laboratory-molded density in accordance with Tex-207-F
Tex-207-F	Determining Density of Compacted Bituminous Mixtures	Laboratory-Molded Density: $\pm 1.0\%$
		Laboratory-Molded Bulk Specific Gravity: ± 0.020
		In-place air voids (cores): $\pm 1.0\%$
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	± 0.020
Tex-236-F	Asphalt Content of Asphalt Paving Mixtures by the Ignition Method	$\pm 0.3\%$

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

Test Procedure	Description	Tolerance
Tex-241-F	Compacting Bituminous Specimens Using the Superpave Gyrotory Compactor (SGC)	± 1.0% laboratory-molded density in accordance with Tex-207-F
Tex-418-A	Compressive Strength of Cylindrical Concrete Specimens	17% of mean ¹ (4 × 8" specimen)
		14% of mean ¹ (6 × 12" specimen)

- The difference between compared test results must not exceed the indicated percentage of the mean of the compared test results, where the mean is the average of the two test results.

EXAMPLE: Plasticity Index

Tolerance = 20% of the mean

Technician test value	18
IA technician test value	22
Mean	20
20% difference	4

Both values are within 20% of the mean.

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

Appendix C
IA Annual Report

{Date}

Thomas L. Smith
Independent Assurance Program Manager
Materials and Tests Division (MTD)
Texas Department of Transportation
125 East 11th Street
Austin, TX 78701

RE: Annual Report of Independent Assurance (IA) Program Results – {Project Name}

Dear Mr. Smith:

In accordance with the requirements set forth in the TxDOT Quality Assurance Program for Design-Bid-Build Projects, the information below summarizes the results of system approach independent assurance (IA) testing conducted by our firm on the {Project Name} project for calendar year {XXXX}.

Independent Assurance Program Results – {Year}	
IA Activities	{Project Name}
1. Number of personnel evaluated under system approach.	
2. Number of IA evaluations meeting tolerance.	
3. Number of IA evaluations not meeting tolerance.	
4. <u>Corrective actions:</u>	

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

Appendix D
Materials Certification Example Letter for Projects with Federal Oversight

{Date}

Al Alonzi
FHWA Texas Division Administration
FHWA Texas Division Office
300 East 8th Street
Austin, TX 78701

RE: Materials Certification Letter

Project: SH Contract No.:
CSJ:
HWY:
County:
Federal-Aid Project No.:

Dear Mr. Alonzi:

This letter is to certify:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and in the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications.

Both the Acceptance and Verification results were evaluated by an independent assurance sampling and testing program, the results of which were submitted to FHWA by the department in the Annual Report of Independent Assurance Program Results and independent of this materials certification.

- Exceptions to the plans and specifications are explained on the back hereof (or on attached sheet).
- There are no exceptions to the plans and specifications on this project.

Sincerely,
{TxDOT District Area Engineer or Director of Construction}, P.E.
{Title}

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

Appendix E
Materials Certification Example Letter for Projects with Non-Federal Oversight

{Date}

{TxDOT District Engineer}
{Title}

RE: Materials Certification Letter

Project: SH Contract No.:
CSJ:
HWY:
County:

Dear Mr. {District Engineer}:

This letter is to certify:

The results of the tests used in the acceptance program indicate that the materials incorporated in the construction work, and in the construction operations controlled by sampling and testing, were in conformity with the approved plans and specifications.

Both the Acceptance and Verification results were evaluated by an independent assurance sampling and testing program, the results of which were submitted to MTD in the Annual Report of Independent Assurance Program Results and independent of this materials certification.

- Exceptions to the plans and specifications are explained on the back hereof (or on attached sheet).
- There are no exceptions to the plans and specifications on this project.

Sincerely,
{TxDOT District Area Engineer or Director of Construction}, P.E.
{Title}

cc: Jere A. Williams, P.E.
Materials and Tests, Division Director
TxDOT – MTD

ATTACHMENT L
2019 Quality Assurance Program for Design Bid Build Projects

Appendix F
Archived Versions

The following archived versions of this document are available.

- Effective January 2016–April 2018:
ftp://ftp.dot.state.tx.us/pub/txdot-info/cst/cap_dbb_0116.pdf

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

**GUIDE SCHEDULE OF SAMPLING & TESTING
FOR DESIGN BID-BUILD (DBB) PROJECTS -
(DBB Guide Schedule)**

JUNE 28, 2019



ATTACHMENT M

2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

Using the Guide Schedule

Research of sampling and testing rates, listed for project tests in the following Guide Schedule, show that the Department's and the Contractor's risk of either rejecting "good" material or accepting "bad" material range from 20% to 40%.

To reduce this risk, we recommend that the sampling rate be increased during initial production. A four-fold increase in testing frequency will generally reduce risk to approximately 5%. The intent of increasing testing, at the start of production, is to insure the Contractor's processes are in control and to establish acceptability requirements early.

There is a need to increase the frequency of testing for high-variability materials and when testing results do not meet specifications. The Engineer may require the Contractor to reimburse the Department for costs resulting from failing test results, in accordance with the specifications.

Materials incorporated in TxDOT projects are subjected to various quality assurance procedures such as testing (as outlined in this document), certification, quality monitoring, approved lists, etc. The Engineer and testing staff should familiarize themselves with materials to be used before work begins by reviewing the specifications and this document. Discuss material testing requirements with the Contractor.

Other testing required by the specifications, but not shown in the DBB Guide Schedule, should be performed at a frequency necessary to provide adequate confidence that materials meet specifications.

NOTE—The TxDOT District Area Engineer or Director of Construction must submit a "Materials Certification Letter" at final acceptance of the project. The intent of this letter is to ensure that the quality of all materials incorporated into the project is in conformance with the plans and specifications, thus ensuring a service life equivalent to the design life. Any material represented by an acceptance test, that does not meet the criteria contained in the plans and specifications, is considered an exception. Exceptions must be listed in the materials certification letter. For projects with federal oversight, submit the materials certification letter (See Appendix D of DBB QAP) to the FHWA division administrator, with a copy to **the Materials and Tests Division (MTD)**. For non-federal oversight projects, submit the material certification letter (Appendix E of DBB QAP) to the TxDOT District Engineer, with a copy to **MTD**. Refer to section 4.1 of the "Quality Assurance Program for Design-Bid-Build Projects" (DBB QAP).

Assuring the quality of the product and proper incorporation of materials into the project begins with proper sampling practices. Sampling, testing, and construction inspection must be performed collaboratively to assure the specific attributes of the finished product reflect quality workmanship. Sampling guidance for hot-mix asphalt is contained in Tex-225-F, "Random Selection of Bituminous Mixture Samples," and the respective specification for that material. All remaining materials are covered by method and materials specifications, to which the following applies.

ATTACHMENT M

2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

*This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.*

For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows:

- Soils/flexible base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed.
- Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
- Concrete (structural and miscellaneous): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Tests for slump, air, and temperature should be done often to ensure the consistent control of the concrete production (not applicable to miscellaneous concrete).

This Guide Schedule is applicable to all contracts associated with the 2014 Standard Specifications.

ATTACHMENT M

2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
EMBANKMENT (CUTS & FILLS)	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or project site (B)	Materials with PI ≤ 15: 10,000 CY	For Type A embankment or when required by the plans. This test may be waived for embankment cuts as directed by the Engineer . Determine a new liquid limit and plasticity index for each different material or notable change in material. Sample in accordance with Tex-100-E.
	Plasticity Index (A)	Tex-106-E		Materials with PI > 15: 5,000 CY	
	Gradation	Tex-110-E		Each 10,000 CY	When shown on plans. This test may be waived for embankment cuts, as directed by the Engineer. Sample in accordance with Tex-100-E.
	Moisture/Density	Tex-114-E		As directed by the Engineer	Not required for ordinary compaction. Determine a new optimum moisture and maximum density for each different material or notable change in material. Sample in accordance with Tex-100-E.
	In-place Density (A)	Tex-115-E	As directed by the Engineer	Fill: each 5,000 CY min. 1 per lift	Not required for ordinary compaction. Determine a new optimum moisture and maximum density according to Tex-114-E for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum, lime, cement, and iron ore tend to bias the counts for nuclear density gauges.
RETAINING WALL (NON-SELECT BACKFILL)	As shown above for Embankment (Cuts and Fills)		As shown above for Embankment (Cuts and Fills)	As shown above for Embankment (Cuts and Fills)	Sample in accordance with Tex-100-E.
RETAINING WALL (SELECT BACKFILL)	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	Required only for Type CS backfill. Test the fraction of material finer than the No. 200 sieve. Sample in accordance with Tex-400-E.
	Gradation	Tex-110-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	Required only for Drainage Aggregate. Sample in accordance with Tex-400-A.
		Tex-401-A			Required only for Select Backfill. Sample in accordance with Tex-400-A.
Resistivity (A)	Tex-129-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	For material with resistivity between 1,500 and 3,000 ohm-cm, determine chloride and sulfate content, as specified in Item 423. Sample in accordance with Tex-400-A.	

ATTACHMENT M

2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I - EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES					
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
			LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	
RETAINING WALL (SELECT BACKFILL) (continued)	pH (A)	Tex-128-E	During stockpiling operations, from completed stockpile, or project site (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Magnesium Soundness	Tex-411-A	During stockpiling operations, or from completed stockpile	1 per source, per project	Test when backfill sources appear to contain particles such as shale, caliche, or other soft, poor-durability particles. Sample in accordance with Tex-400-A.
	Micro-Deval	Tex-461-A	During stockpiling operations, or from completed stockpile	1 per source, per project	May be used as an alternate to the magnesium soundness only when the % loss from the micro-deval is not greater than 20%. When the % loss from the micro-deval is greater than 20%, the magnesium soundness governs aggregate verification. Sample in accordance with Tex-400-A.
	In-place Density (A)	Tex-115-E	As directed by the Engineer.	1 per backfill lift, per wall	Not required for rock backfill. For walls greater than 500 ft. in length, perform one test per lift for every 500 ft. in length. (F) Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E for each different material or notable change in material and adjust the density accordingly.
UNTREATED BASE COURSES	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	
	Gradation (A)	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Moisture/Density	Tex-113-E	From completed stockpile at the source (E)	Each 20,000 CY	Not required for ordinary compaction. Sample in accordance with Tex-400-A.

ATTACHMENT M

2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES						
			PROJECT TESTS			
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS	
UNTREATED BASE COURSES (Continued)	Wet Ball Mill (A)	Tex-116-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. Sample in accordance with Tex-400-A.	
	Strength (A)	Tex-117-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY. Sample in accordance with Tex-400-A.	
	In-place Density (A)	Tex-115-E	As directed by the Engineer	Each 3,000 CY, min. 1 per lift	Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Materials such as RAP, gypsum, lime, cement, and iron ore tend to bias the counts for nuclear density gauges.	
	Thickness (A)	Tex-140-E	As directed by the Engineer	Each 3,000 CY	Not required where survey grade control documents are compliant.	
	Ride Quality (A)	Tex-1001-S Surface Test, Type B	Final riding surface of travel lanes		This applies to the final travel lanes that receive a 1- or 2-course surface treatment for the final surface, unless otherwise shown on the plans.	
TREATED SUBGRADE AND BASE COURSES	SUBGRADE BEFORE TREATMENT	Organic Content	Tex-148-E	As directed by the Engineer	1 per project, per source or as directed by the Engineer	Required for existing subgrade material and material imported from a borrow source. Soil survey and geologic maps may be used to determine sampling locations. Sample in accordance with Tex-100-E.
	SUBGRADE BEFORE TREATMENT	Sulfate Content	Tex-145-E	As directed by the Engineer	1 per 500 feet or 5,000 CY	Required for existing subgrade material and material imported from a borrow source. Soil survey and geologic maps may be used to determine sampling locations. Sample in accordance with Tex-100-E.
	NEW BASE MATERIAL	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	When central mix site or plant is used, windrow sampling may be waived. Sample in accordance with Tex-400-A.

ATTACHMENT M

2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
NEW BASE MATERIAL (Continued)	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	
	Gradation (A)	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Wet Ball Mill (A)	Tex-116-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. Sample in accordance with Tex-400-A.
	Strength (A)	Tex-117-E	From completed stockpile at the source (E)	Each 20,000 CY	Required for Grades 1–2 and 5, and as shown on the plans for Grade 4. When base material is from a source where the District has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY.
TREATED SUBGRADE AND BASE COURSES (Continued)	LIME	Compliance with DMS-6350	Tex-600-J	During delivery to project	Commercial Lime Slurry: each 200 tons of lime Carbide Lime Slurry: each 100 tons of lime Sample in accordance with Tex-600-J. Verify the source is listed on the current Material Producer List for Lime. Only materials appearing on the Material Producer List will be accepted. Sample frequency for Carbide Lime Slurry may be increased as directed by the Engineer. For Hydrated Lime and Quick Lime, project testing is not required but it is encouraged to sample and test the material at a rate of 1 per project as a best practice.
	CEMENT	Compliance with DMS-4600		Railroad car, truck, or cement bins	Verify the source is listed on the current Material Producer List for Cement. If not, sample and test in accordance with DMS-4600. (C)
	FLY ASH MATERIAL	Compliance with DMS-4615		Project samples at location directed by the Engineer	Verify the source is listed on the current Material Producer List for Fly Ash. Only materials from MTD approved sources appearing on the Material Producer List for Fly Ash will be accepted. Project testing is not required but it is encouraged to sample and test the material at a rate of 1 per project as a best practice. (C)

ATTACHMENT M

2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I - EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES						
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
				LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	
TREATED SUBGRADE AND BASE COURSES (Continued)	COMPLETE MIXTURE	Pulverization Gradation	Tex-101-E, Part III	Roadway, after pulverization and mixing	As necessary for control	At the beginning of the project, one test must be made for each 4,500 CY or 6,000 tons until the Engineer is satisfied that acceptable pulverization results are being obtained. Sample in accordance with Tex-100-E.
		Moisture/Density Curve and Strength	Tex-120-E, Part II, or Tex-121-E, Part II	From roadway windrow after treatment (E)	Each 20,000 CY	Not required for ordinary compaction. Determine a new moisture/density curve for each different or notable change in material. Perform Tex-120-E, Part II, for Cement Treated Material, and Tex-121-E, Part II, for Lime, Lime-Fly Ash, or Fly Ash Treated Material. If Tex-120-E, Part I, Tex-121-E, Part I, or Tex-127-E is performed before the project, this test may be waived. Sample in accordance with Tex-100-E.
		Moisture/Density Curve and Strength	Tex-120-E, Part I, Tex-121-E, Part I, or Tex-127-E	From roadway before treatment	As necessary for control	Perform Tex-120-E, Part I, on cement treated material, and Tex-121-E, Part I, for lime-fly ash or fly ash treated material. Verifies the field strength by comparing results from the mix design. Performed at the direction of the Engineer and when notable change in material, as described above for Part II of the test procedures. Sample in accordance with Tex-100-E.
		In-place Density (A)	Tex-115-E	As directed by the Engineer	Each 3,000 CY, min 1 per lift	Determine the appropriate moisture/density curve for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge in Tex-115-E with the moisture contents determined in accordance with Tex-103-E, as necessary for control, for each different material or notable change in material and adjust the density accordingly. Stabilizers and materials such as RAP, gypsum, and iron ore tend to bias the counts for nuclear density gauges.
		Thickness (A)	Tex-140-E	As directed by the Engineer	Each 3,000 CY	Not required where survey grade control documents are used for compliance.

ATTACHMENT M

2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE I – EMBANKMENTS, SUBGRADES, BACKFILL, AND BASE COURSES					
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
			LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	
RECLAIMED ASPHALT PAVEMENT (RAP), CRUSHED CONCRETE, and RECYCLED MATERIALS	Sulfate Content	Tex-145-E	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished recycled material, including crushed concrete. Not required for RAP. Sample in accordance with Tex-400-A.
	Deleterious Material	Tex-413-A		Each 5,000 CY	Required only for contractor furnished recycled material, including crushed concrete. Sample in accordance with Tex-400-A.
	Decantation	Tex-406-A	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished RAP. Sample in accordance with Tex-400-A.

TABLE I – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager (SM), in the remarks field, and on the end of the Project Materials Certification Letter.
B	Engineer will select any of these locations or any combinations thereof with the provision that the initial sample will be obtained from the completed stockpile at the source and at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: <ul style="list-style-type: none"> • Soils/Flexible Base: For gradation, liquid limit, and plastic limit, vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed. • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
E	The Engineer will sample from the completed stockpile at the source and test before placement.
F	Each test performed that is based on a quantity of material is considered "or fraction thereof" for calculating number of tests.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IA - ASPHALT TREATED BASE (Plant Mix)					
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
			LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	
AGGREGATE	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or before mixing	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or before mixing	Each 5,000 CY	
	Wet Ball Mill (A)	Tex-116-E	During stockpiling operations, from completed stockpile, or before mixing	1 per project, per source	Sample in accordance with Tex-400-A. (B)
LIME	Compliance with DMS-6350		During delivery to the project	Hydrated Lime: 1 per project Commercial Lime Slurry: each 200 tons of lime (D) Carbide Lime Slurry: each 100 tons of lime (D) Quick Lime: 1 per project	On projects requiring less than 50 tons, material from MTD approved sources may be accepted on the basis of Producer's Certification without sampling.
RECLAIMED ASPHALT PAVEMENT (RAP), and RECYCLED AGGREGATE	Decantation	Tex-406-A, Part I	During stockpiling operations, from completed stockpile, or before mixing	Each 10,000 CY	Sample in accordance with Tex-400-A.
RECYCLED ASPHALT SHINGLES (RAS)	Decantation	Tex-217-F, Part III	During stockpiling operations, from completed stockpile, or before mixing	Each 10,000 CY	Sample in accordance with Tex-400-A.
ASPHALT BINDER	Compliance with Item 300		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SiteManager (SM) Assistant. The Engineer must associate one QM sample per project in SM.

ATTACHMENT M

2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IA - ASPHALT TREATED BASE (Plant Mix)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
TACK COAT	Compliance with Item 300		Distributor	1 per project, per grade, per source	<p>Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III.</p> <p>Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant.</p> <p>The Engineer must associate one QM sample per project in SM.</p>
COMPLETE MIXTURE	Gradation (A)	Tex-200-F, Part I	Plant Mix (C)	20,000 CY (25,000 tons)	Sample in accordance with Tex-222-F. Determine the gradation of the aggregate from the complete mixture tested in accordance with Tex-236-F.
	Laboratory Density (A)	Tex-126-E	Plant Mix (C)	20,000 CY (25,000 tons)	Sample in accordance with Tex-222-F.
	Percent Asphalt (A)	Tex-236-F	Plant Mix (C)	Each 1,500 CY (2,000 tons) or days production	Determine an asphalt content correction factor for ignition oven at a minimum of one per project. Sample in accordance with Tex-222-F.
	Indirect Tensile Strength - Dry	Tex-226-F	Plant Mix	1 per project, per design	Sample in accordance with Tex-222-F.
	Moisture Susceptibility	Tex-530-C	As directed by the Engineer	1 per project, per design	This test may be waived, when shown on the plans. Sample in accordance with Tex-222-F.
ROADWAY	In-Place Air Voids (A)	Tex-207-F	Roadway cores, as directed by the Engineer (C, D)	Each 3,000 CY, min 1 per lift	Not required for ordinary compaction or when air void requirements are waived. Sample in accordance with Tex-222-F.
	Ride Quality	Tex-1001-S Surface Test, Type A	On Finished Surface		Unless otherwise shown on the plans.

ATTACHMENT M

2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IA – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager (SM), in the remarks field, and on the end of the Project Materials Certification Letter.
B	Engineer will select any of these locations or any combinations thereof with the provision that at least one out of ten consecutive samples will be taken at the project site (from the windrow for treated and untreated bases and embankments when possible).
C	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: <ul style="list-style-type: none"> • Soils/Flexible Base: Vary sampling between stockpiling operations, completed stockpile, windrow, and project site. Vary the time of day sampling is performed. • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

ATTACHMENT M

2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE II - SEAL COAT					
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
			LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	
AGGREGATE	Gradation (A)	Tex-200-F, Part I	Stockpile (At source or at point of delivery)	Each 1,000 CY	Rate may be reduced to each 2,000 CY if the Engineer approves a contractor quality control plan. Sample in accordance with Tex-221-F.
	L. A. Abrasion (A)	Tex-410-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. (B)
	Magnesium Soundness (A)	Tex-411-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. (B)
	Surface Aggregate Classification (A)	Tex-612-J, Tex-411-A	Stockpile	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY before use. Sample in accordance with Tex-221-F. (B)
	Pressure Slake (A)	Tex-431-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Freeze Thaw (A)	Tex-432-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Unit Weight	Tex-404-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	24 hr. Water Absorption (A)	Tex-433-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Crushed Face Count	Tex-460-A, Part I	Stockpile	1 per 20,000 CY	Only required for crushed gravel. Sample in accordance with Tex-221-F.
	Deleterious Material (A)	Tex-217-F, Part I	Stockpile	1 per 10,000 CY	Not required for lightweight aggregate. Sample in accordance with Tex-221-F.
	Decantation (A)	Tex-406-A	Stockpile	1 per 10,000 CY	Sample in accordance with Tex-221-F.
	Flakiness Index	Tex-224-F	Stockpile	Frequency as directed by the Engineer	Sample in accordance with Tex-221-F.

ATTACHMENT M

2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE II - SEAL COAT					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE (Continued)	Micro Deval	Tex-461-A	Stockpile	1 per project or as necessary for control	Compare result to published value listed on the current Material Producer List for BRSQC. Submit sample to MTD for Soundness and L.A. Abrasion testing when results differ by more than 3% points, unless otherwise directed by the Engineer. Sample in accordance with Tex-221-F.
	White Rock Count	Tex-220-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when MTD provides inspection at the plant. Sample in accordance with Tex-221-F.
	Naturally Impregnated Bitumen Content	Tex-236-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when MTD provides inspection at the plant. Sample in accordance with Tex-221-F.
PRECOATED AGGREGATE	Asphalt Content	Tex-210-F	Stockpile	Frequency as directed by the Engineer when a target value is specified	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample asphalt binder in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample per project in SM.

TABLE II - FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
C	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: <ul style="list-style-type: none"> • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, belt sampling, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

ATTACHMENT M

2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE III - HYDRAULIC CEMENT CONCRETE - STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)						
			PROJECT TESTS			
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS	
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation (B)	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Sieve Analysis (A) (B)	Tex-401-A		Each 1,000 CY of concrete (each source)	Test combined aggregate when used. Sample in accordance with Tex-400-A.
		Deleterious Materials (B)	Tex-413-A		1 per project or as necessary for control	Sample in accordance with Tex-400-A.
		Los Angeles Abrasion (A) (B)	Tex-410-A		One, each source	Verify the value of the source, as listed on the current Material Producer list for CRSQC , meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
		Magnesium Soundness (A) (B)	Tex-411-A		One, each source	Verify the value of the source, as listed on the current CRSQC , meets the project specifications. (C)
	FINE AGGREGATE	Sand Equivalent (B)	Tex-203-F	From stockpile at concrete plant	1 per project or as necessary for control	Test combined aggregate when used. Sample in accordance with Tex-400-A.
		Organic Impurities (B)	Tex-408-A		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis (A) (B)	Tex-401-A		Each 1,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Fineness Modulus (B)	Tex-402-A		1 per project or as necessary for control	Test combined aggregate when used. Test to confirm material variability when strength values are in question. Sample in accordance with Tex-400-A.
		Deleterious Material (B)	Tex-413-A		1 per project or as necessary for control	Test to confirm material variability when strength values are in question. Sample in accordance with Tex-400-A.

ATTACHMENT M

2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE III - HYDRAULIC CEMENT CONCRETE - STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)						
			PROJECT TESTS			
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MINERAL AGGREGATE (Continued)	FINE AGGREGATE (Continued)	Acid Insoluble Residue (A) (B)	Tex-612-J		Two, each source	Only for concrete subject to direct traffic. Verify the value of the source, as listed on the current CRSQC , meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
SILICA FUME		Compliance with DMS-4630 (A)		Railroad car, truck, bags or silos	1 per project, per class of concrete (For each type and brand)	Provide MTD with one 4 x 8 concrete sample for silica fume dispersion verification. Verify the source is listed on the Material Producer List for Silica Fume. Sample in accordance with Tex-300-D.
METAKAOLIN		Compliance with DMS-4635 (A)		Railroad car, truck or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-300-D.
MIX DESIGN		Compliance with Standard Specification Item 421.4.A		At source (if not approved)	Min. 1 design per class, per source	Verify if cement, fly ash, slag cement, and chemical admixture sources are listed on the Material Producer Lists. If not, sample and submit to MTD for testing. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT). Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash.
JOINT MATERIAL		Compliance with DMS-6300				Verify the source is listed on the Material Producer List for Joint Sealers . If not, sample and test before use in accordance with DMS-6310. (C) Sample in accordance with Tex-500-C.
CURING COMPOUND		Compliance with DMS-4650		Sampled at jobsite; tested by MTD . See remarks.	When requested by MTD	Only products listed on the Material Producer List for Concrete Curing Compounds will be allowed. When sample is requested by MTD , sample in accordance with Tex-718-I. Ensure container has been agitated and mixed before sampling. (C)
EVAPORATION RETARDANTS		Compliance with DMS-4650				Only products listed on the Material Producer list for Evaporation Retardants will be allowed. (C)
REINFORCING STEEL		Compliance with the Std. Specifications & Spec. Provisions	As Specified			Only materials from MTD approved sources listed on the Material Producer Lists for Reinforcing Steel Mills and Seven Wire Steel Strand will be allowed. (C)

ATTACHMENT M

2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE III - HYDRAULIC CEMENT CONCRETE - STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MECHANICAL COUPLERS	Compliance with DMS-4510	Tex-743-I	Sampled at jobsite; Tested by MTD	3 couplers per lot (500 couplers) for each type, model, bar size, and grade	Only materials from MTD approved sources listed on the Material Producer List for Mechanical Couplers will be allowed. (C)
LATEX	Compliance with DMS-4640 for concrete chemical admixtures				Verify the Latex is listed on the Material Producer List for Chemical Admixtures.
EPOXY	Compliance with DMS-6100, unless otherwise specified		Sampled at jobsite if not pre-approved by MTD .	1 per batch or shipment	Verify the source is listed on the Material Producer List for Epoxies and Adhesives . If not, sample and test before use in accordance with DMS-6100. Sample in accordance with Tex-734-I. (C)
CONCRETE	Compressive Strength (A)	Tex-418-A	At point of concrete placement	4 cylinders for each 60 CY per class, per day (For bridge railing and traffic railing, testing may be reduced to 4 cylinders per 180 CY per class regardless of days)	Sampling must be in accordance with Tex-407-A. Making additional cylinders for 56 day testing should be considered when slow strength gain mixtures are being used, or when the approved mix design has a history of failing to meet design strength at 28 days. Test two cylinders at 7 days, and if the average value is below the design strength, as defined in Item 421, Table 8, test the remaining 2 cylinders at 28 days, or 56 days if additional cylinder were not made. If the average value of the 2 cylinders tested at 7 days meets the minimum design strength, listed in Item 421, Table 8, the remaining cylinders are not required to be tested. If the average value of the 7 and 28 day cylinders are below the design strengths, and 56 day cylinders were made, test the remaining set at 56 days.
	Slump	Tex-415-A		1 test, per 4 strength specimens	Sample in accordance with Tex-407-A. Perform slump and temperature tests on the same load from which strength test specimens are made. Perform entrained air test only when entrained air concrete is specified on the plans. Check temperature of every load for bridge slabs and mass concrete placements. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Entrained Air (A)	Tex-416-A or Tex-414-A			
	Temperature of Concrete (A)	Tex-422-A			

ATTACHMENT M

2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE III - HYDRAULIC CEMENT CONCRETE - STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
CONCRETE (Continued)	Bridge Deck or Culvert Top Slab Thickness and Depth of Reinforcement	Tex-423-A, Part II	During dry run and during concrete placement (Bridge decks and direct traffic culverts)	1 per span	Min 6–Max 18 locations per span.

TABLE III - FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	These Project Tests may be used for one or more projects being furnished concrete from the same plant during the same period.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: <ul style="list-style-type: none"> • Aggregates: Sample aggregates nearest the point of incorporation into the work. Vary sampling between stockpiling operations, completed stockpile, and if deemed necessary, railroad cars/trucks. Vary the time of day sampling is performed. • Concrete (structural): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled. Test often for slump, air, and temperature to ensure the consistent control of the concrete production.
E	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IV - HYDRAULIC CEMENT CONCRETE - NON-STRUCTURAL CONCRETE (Classes: A, B, or E)					
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
			LOCATION OR TIME OF SAMPLING (B)	FREQUENCY OF SAMPLING (C)	
CONCRETE	Compressive Strength (A)	Tex-418-A	At point of concrete placement	2 cylinders per 180 CY, per class	Sampling must be in accordance with Tex-407-A. Strength will be determined by 7-day specimens.
MIX DESIGN	Compliance with the Standard Specification		At source if not approved	Min. 1 design per class, per source	Verify if cement, fly ash, slag cement, and chemical admixture sources are listed on the Material Producer Lists. If not, sample and submit to MTD for testing. Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).
SILICA FUME	Compliance with DMS-4630		Railroad car, truck, bags, or silos	1 test per project, per class (for each type and brand)	Sample in accordance with Tex-300-D. Provide MTD with one 4 x 8 concrete sample for silica fume dispersion verification. Verify the source is listed on the Material Producer List for Silica Fume.
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck, or silos	1 test per project, per class (for each type and brand)	Sample in accordance with Tex-300-D.

TABLE IV - FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	For acceptance testing, especially that which directly determines payment for the Contractor, sampling personnel should provide randomness in sampling by avoiding patterned sampling routines. Examples of such sampling practices are as follows: <ul style="list-style-type: none"> • Concrete (miscellaneous): Always sample as near as practicable to the point of placement. For strength testing, vary the time of day or the number of truck from which the concrete is sampled.
C	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

ATTACHMENT M

2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE V - HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)						
			PROJECT TESTS			
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS	
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Sieve Analysis (A)	Tex-401-A		As necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Deleterious Materials	Tex-413-A		Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		L.A. Abrasion (A)	Tex-410-A		One, each source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
		Magnesium Soundness (A)	Tex-411-A			
	FINE AGGREGATE	Sand Equivalent	Tex-203-F	From stockpile at concrete plant	Each 3,000 CY of concrete (Each source or combination of sources)	Sample in accordance with Tex-400-A. Test combined aggregate when used. At least one per week's production.
		Organic Impurities	Tex-408-A		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis (A)	Tex-401-A		As necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Fineness Modulus (B)	Tex-402-A			
		Deleterious Material (B)	Tex-413-A		Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Acid Insoluble (A)	Tex-612-J		1 per project, per source	Verify the value of the source, as listed on the current CRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. (C)
	MIX DESIGN	Compliance with the Standard Specifications Item 421.4.A		At source, if not approved	Min. 1 design, per class, per source	Verify if cement, fly ash, ground granulated blast furnace slag, and admixture sources are listed on the Material Producer List. If not, sample and submit to MTD for testing. Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).
SILICA FUME	Compliance with DMS-4630		Railroad car, truck, bags, or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-300-D. Provide MTD with one 4 x 8 concrete sample for silica fume dispersion verification. Verify the source is listed on the Material Producer List for Silica Fume.	

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE V - HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck, or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-300-D.
JOINT MATERIAL	Compliance with DMS-6310		Sampled at jobsite if not sampled at source by MTD; tested by MTD. See remarks.	1 per batch or shipment	Sample in accordance with Tex-500-C. Sampling may be waived when the source is listed on the Material Producer List for Joint Sealers . (C)
CURING COMPOUND	Compliance with DMS-4650		Sampled at jobsite; tested by MTD. See remarks.	When requested by MTD	Only products listed on the Material Producer List for Concrete Curing Compounds will be allowed. When sample is requested by MTD, sample in accordance with Tex-718-I. Ensure container has been agitated and mixed before sampling. (C)
EVAPORATION RETARDANTS	Compliance with DMS-4650				Only products listed on the Material Producer List for Evaporation Retardants will be allowed. (C)
REINFORCING STEEL	Compliance with the Std. Specifications & Spec. Provisions	As Specified			Only materials from MTD approved sources listed on the Material Producer List for Reinforcing Steel Mills and Seven Wire Steel Strand will be accepted. (C)
MULTIPLE PIECE TIE BARS	Compliance with DMS-4515	Tex-712-I	Sampled at jobsite if not sampled at source by MTD; tested by MTD. See remarks.	Refer to Tex-711-I for sampling rates	Only materials from MTD approved sources listed on the Material Producer List for Multiple Piece Tie-bars for Concrete Pavements will be allowed. Sample in accordance with Tex-711-I.
EPOXY	Compliance with DMS-6100		Sampled at jobsite if not pre-approved by MTD. See remarks.	1 batch per shipment	Verify the source is listed on the Material Producer List for Epoxies and Adhesives . If not, sample and test before use in accordance with DMS-6100. Sample in accordance with Tex-734-I. (C)
CONCRETE	Strength (A) (B)	Tex-448-A or Tex-418-A	At point of concrete placement	2 cylinders for every 10 contractor job control tests	Sample in accordance with Tex-407-A. When the contract requires the project testing to be by the Engineer, the frequency and job control testing will be in accordance with the item of work. Split sample verification testing used when contractor performs job control testing. When job control testing by the contractor is waived by the plans, the frequency of sampling will be one test (2 specimens) for each 3,000 SY of concrete or fraction thereof or per day and split sample verification testing will be waived. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE V - HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P or HES)					
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS
			LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	
CONCRETE (Continued)	Slump	Tex-415-A	At time and location strength specimens are made	1 test for every 10 contractor job control tests.	Sample in accordance with Tex-407-A. Slump is not required for slip-formed pavement. Perform slump and temperature tests on the same load from which the strength specimens are made. Perform entrained air test only when entrained air concrete is specified on the plans. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Entrained Air (A)	Tex-416-A or Tex-414-A			
	Temperature	Tex-422-A			
	Pavement Texture	Tex-436-A	Final Riding Surface of travel lanes	1 per day, per driving lane	Perform when carpet drag is the only surface texture required on the plans.
	Thickness	Tex-423-A, Part I	Center of paving machine	Every 500 feet	Methods other than Tex-423-A may be shown on the plans.
	Ride Quality (A)	Tex-1001-S Surface Test, Type B	Final riding surface of travel lanes		Engineer may verify contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.

TABLE V - FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	When a project test does not meet the specified strength requirements and a reduced pay factor is assigned, document the analysis on the Letter of Certification of Materials Used.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VI – HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347 and 348) (All testing as noted in Table VI may be waived for exempt production as defined by specification.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	REMARKS
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC , meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (C)
	Magnesium Soundness (A)	Tex-411-A			
	Surface Aggregate Classification (A)	Tex-499-A		1 per project, per source	
	Micro Deval	Tex-461-A		1 per project, per aggregate source	
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins, or feeder belts	1 per project, per source, per design	Does not apply to Item 342. Sample in accordance with Tex-221-F. The timing of when the test is performed is at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder at hot-mix plant in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.
TACK COAT	Compliance with Item 300 (A)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.

ATTACHMENT M

2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VI - HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347 and 348) (All testing as noted in Table VI may be waived for exempt production as defined by specification.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	REMARKS
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min 1 design, per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted on individual materials, as necessary, for control.
COMPLETE MIXTURE	Asphalt Content (A)	Tex-236-F	Engineer Truck Sample (D)	Minimum 1 per Lot	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project. When Tex-236-F does not yield reliable results, use alternative methods for determining asphalt content, such as, Tex-210-F (ASTM D2172/AASHTO T164) and Tex-228-F (ASTM D4125/AASHTO T287).
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck Sample Plant Produced (D)	1 per Sublot	Sample in accordance with Tex-222-F. Contractor's required testing will be in accordance with specification requirements for the appropriate specification item #. Does not apply to Items 342 and 348.
	Gradation (A)	Tex-200-F	Engineer Truck Sample (D)	Minimum 1, per 12 Sublots (E)	Sample in accordance with Tex-222-F. Determine correction factors for ignition oven using Tex-236-F at a minimum of one per project.
	Moisture Susceptibility	Tex-530-C	Truck Sample	1 per project	Sample in accordance with Tex-222-F, unless waived by the Engineer.
	Indirect Tensile Strength - Dry	Tex-226-F			Sample in accordance with Tex-222-F, unless waived by the Engineer. Does not apply to Items 342, 346, 347, and 348.
	Moisture Content	Tex-212-F, Part II	Engineer Truck Sample		Sample in accordance with Tex-222-F.
	Lab Molded Density (A)	Tex-207-F, Part I, VI, VIII	Truck Sample (D)	1 per Sublot 1 per Lot for Item 347	Sample in accordance with Tex-222-F. Contractor's required testing will be in accordance with specification requirements for the appropriate specification item #.
	Drain Down Test (A)	Tex-235-F	Engineer Truck Sample	1 per 12 Sublots	Sample in accordance with Tex-222-F. Not required for Items 341, 344, and 347.
	Hamburg Wheel Test (A)	Tex-242-F	Engineer Truck Sample	1 per project	Sample in accordance with Tex-222-F. Sample during production. Does not apply to Item 348 PFC-C, PFCR-C, and Thin Bonded Wearing Course -All Types.

ATTACHMENT M

2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VI – HOT-MIX ASPHALT PAVEMENT (Items 341, 342, 344, 346, 347 and 348) (All testing as noted in Table VI may be waived for exempt production as defined by specification.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION (Per Design)	FREQUENCY OF SAMPLING (E)	REMARKS
COMPLETE MIXTURE (Continued)	Cantabro Loss (A)	Tex-245-F	Engineer Truck Sample	1 per project	Sample in accordance with Tex-222-F. Sample during production. Does not apply to items 341, 344, 346, and 347.
	Overlay Test (A)	Tex-248-F	Engineer Truck Sample	1 per project	Sample in accordance with Tex-222-F. Does not apply to Items 341, 344, and 348 PFC-C, PFCR-C, and Thin Bonded Wearing Course –All Types.
ROADWAY	In-Place Air Voids (A)	Tex-207-F, Part I, VI, VIII	Roadway (D)	2 cores per Sublot	Two cores taken per Sublot and averaged. Sample in accordance with Tex-222-F. Does not apply to Items 342, 347, and 348.
	Segregation Profile (A)	Tex-207-F, Part V	Roadway	1 per project	Not required when Contractor uses thermal imaging system. Does not apply to Items 342, 347, and 348.
	Joint Density (A)	Tex-207-F, Part VII	Roadway	1 per project	
	Thermal Profile	Tex-244-F	Immediately behind paver	1 per project	Not required when Contractor uses thermal imaging system.
	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes	1 per project	Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results for surface test Type A are not required to be reported.
	Permeability	Tex-246-F	Roadway	1 per project	Permeability is encouraged to use with items 342 and 348. Only applies to Item 347.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by MTD		Sampling must be in accordance with Tex-735-I. Verify the source is listed on the current Material Producer List for Silt Fence, Filter Fabric, and Fabric Underseals. If not, sample and test before use in accordance with DMS-6220.

TABLE VI – FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."
E	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VII - HOT-MIX ASPHALT PAVEMENT (Items 334) (Refer to DMS-9210, "Limestone Rock Asphalt (LRA)," for testing requirements for Item 330.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design) (F)	REMARKS
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (D)
	Magnesium Soundness (A)	Tex-411-A			
	Micro Deval	Tex-461-A			
	Surface Aggregate Classification (A)	Tex-499-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. SiteManager Quality Monitoring test documentation is accomplished by attaching an approved mix design.
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins, or feeder belts	1 per project, per source	Sample in accordance with Tex-221-F. The timing of when the test is performed is at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	<p>Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II.</p> <p>Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant.</p> <p>The Engineer must associate one QM sample, per project in SM.</p>
TACK COAT	Compliance with Item 300 (A) (C)		Distributor	1 per project, per grade, per source	<p>Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III.</p> <p>Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant.</p> <p>The Engineer must associate one QM sample, per project in SM.</p>

ATTACHMENT M

2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VII - HOT-MIX ASPHALT PAVEMENT (Items 334) (Refer to DMS-9210, "Limestone Rock Asphalt (LRA)," for testing requirements for Item 330.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design) (F)	REMARKS
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted in individual materials as necessary for control.
COMPLETE MIXTURE	Asphalt Content (A)	Tex-236-F	Engineer Truck Sample (E)	Minimum of 1 per 5,000 tons	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck Sample Plant Produced (E)	1 per 5,000 tons	Sample in accordance with Tex-222-F.
	Gradation (A)	Tex-236-F	Truck Sample	Minimum 1 per 5,000 tons	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
	Moisture Content	Tex-212-F, Part II	Truck Sample	1 per 5,000 tons	Sample in accordance with Tex-222-F. Performed by MTD at the point of production for payment calculations.
	Hydrocarbon-Volatile Content	Tex-213-F		1 per 5,000 tons	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
	Lab Molded Density (A)	Tex-207-F		1 per 5,000 tons	Sample in accordance with Tex-222-F.
Hveem Stability (A)	Tex-208-F	1 per 5,000 tons		Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.	
ROADWAY	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VII - FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project.
C	Or as called for in the Specifications.
D	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
E	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."
F	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII - HOT-MIX ASPHALT PAVEMENT (Item 340)						
			PROJECT TESTS			
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY	REMARKS	
COARSE AGGREGATE	L. A. Abrasion (A)	Tex-410-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer List for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (C)	
	Magnesium Soundness (A)	Tex-411-A				
	Micro Deval	Tex-461-A	Stockpile (B)	1 per project, per source		Sample in accordance with Tex-221-F. Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Surface Aggregate Classification (A)	Tex-499-A	Stockpile (B)	1 per project, per source		Verify the published value of the source, as listed on the current Material Producer list for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing before use in accordance with Tex-499-A. (C)
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins, or feeder belts	1 per project, per design	Sample in accordance with Tex-221-F.	
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.	
TACK COAT	Compliance with Item 300 (A)		Distributor	1 per project, per grade, per source	Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III. Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant. The Engineer must associate one QM sample, per project in SM.	
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min. 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted in individual materials as necessary for control.	

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII - HOT-MIX ASPHALT PAVEMENT (Item 340)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY	REMARKS
COMPLETE MIXTURE	Asphalt Content	Tex-236-F	Truck Sample (D)	Minimum of 1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-204-F	Truck Sample Plant Produced (D)	1 per day	Sample in accordance with Tex-222-F.
	Gradation (A)	Tex-236-F	Truck Sample	Minimum 1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	Sample in accordance with Tex-222-F, unless waived by the Engineer.
	Indirect Tensile Strength - Dry	Tex-226-F		1 per project, per design	Sample in accordance with Tex-222-F, unless waived by the Engineer.
	Lab Molded Density (A)	Tex-207-F	Truck Sample	1 per day	Sample in accordance with Tex-222-F.
	Hamburg Wheel Tracker (A)	Tex-242-F		1 per project	Sample in accordance with Tex-222-F. Sample during production.
ROADWAY	Air Voids (A)	Tex-207-F	Selected by the Engineer (D)	1 per day (2 Cores)	Sample in accordance with Tex-222-F.
	Ride Quality Test Type B (A)	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, MTD has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by MTD		Sample in accordance with Tex-735-1. Verify the source is listed on the current Material Producer List for Silt Fence, Filter Fabric, and Fabric Underseals. If not, sample and submit to MTD for testing before use in accordance with DMS-6220.

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE VIII - FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Perform random sampling as specified in Tex-225-F, "Random Selection of Bituminous Mixture Samples."

ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IX - MICROSURFACING (Item 350)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OF SAMPLING	FREQUENCY (Per Design)	REMARKS
AGGREGATE	Magnesium Soundness (A)	Tex-411-A	Stockpile (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing at 1 per project, per source. (C)
	Gradation	Tex-200-F, Part II		1 per project, per source	Sample in accordance with Tex-221-F.
	Crushed Face Count	Tex-460-A		1 per project, per source	Sample in accordance with Tex-221-F.
	Acid Insoluble (A)	Tex-612-J		1 per project, per source	Verify the value of the source, as listed on the current BRSQC, meets the project specifications. If not, sample and submit to MTD for testing before use in accordance with Tex-499-A. Sample in accordance with Tex-221-F. (C)
	Surface Aggregate Classification	Tex-499-A	Stockpile, or BRSQC (B)	1 per project, per source	Verify the published value of the source, as listed on the current Material Producer list for BRSQC meets the project specifications. If not, sample in accordance with Tex-221-F and submit to MTD for testing at 1 per project, per source. (C)
COMBINED BLEND	Sand Equivalent	Tex-203-F	Stockpile (B)	1 per project, per source	Sample in accordance with Tex-221-F.
ASPHALT BINDER	Compliance with Item 300 (A)		Sampling port nearest the storage tank	1 per project, per grade, per source	<p>Test a minimum of one sample taken from the project. Sample binder in accordance with Tex-500-C, Part II.</p> <p>Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant.</p> <p>The Engineer must associate one QM sample, per project in SM.</p>
TACK COAT	Compliance with Item 300 (A)		Distributor	1 per project, per grade, per source	<p>Test a minimum of one sample taken from the project. Sample tack coat in accordance with Tex-500-C, Part III.</p> <p>Verify that the binder is from a preapproved source when it arrives on the project, and that the lab number on the shipping ticket is within the valid dates shown on the MTD QM test report or in the SM Assistant.</p> <p>The Engineer must associate one QM sample, per project in SM.</p>

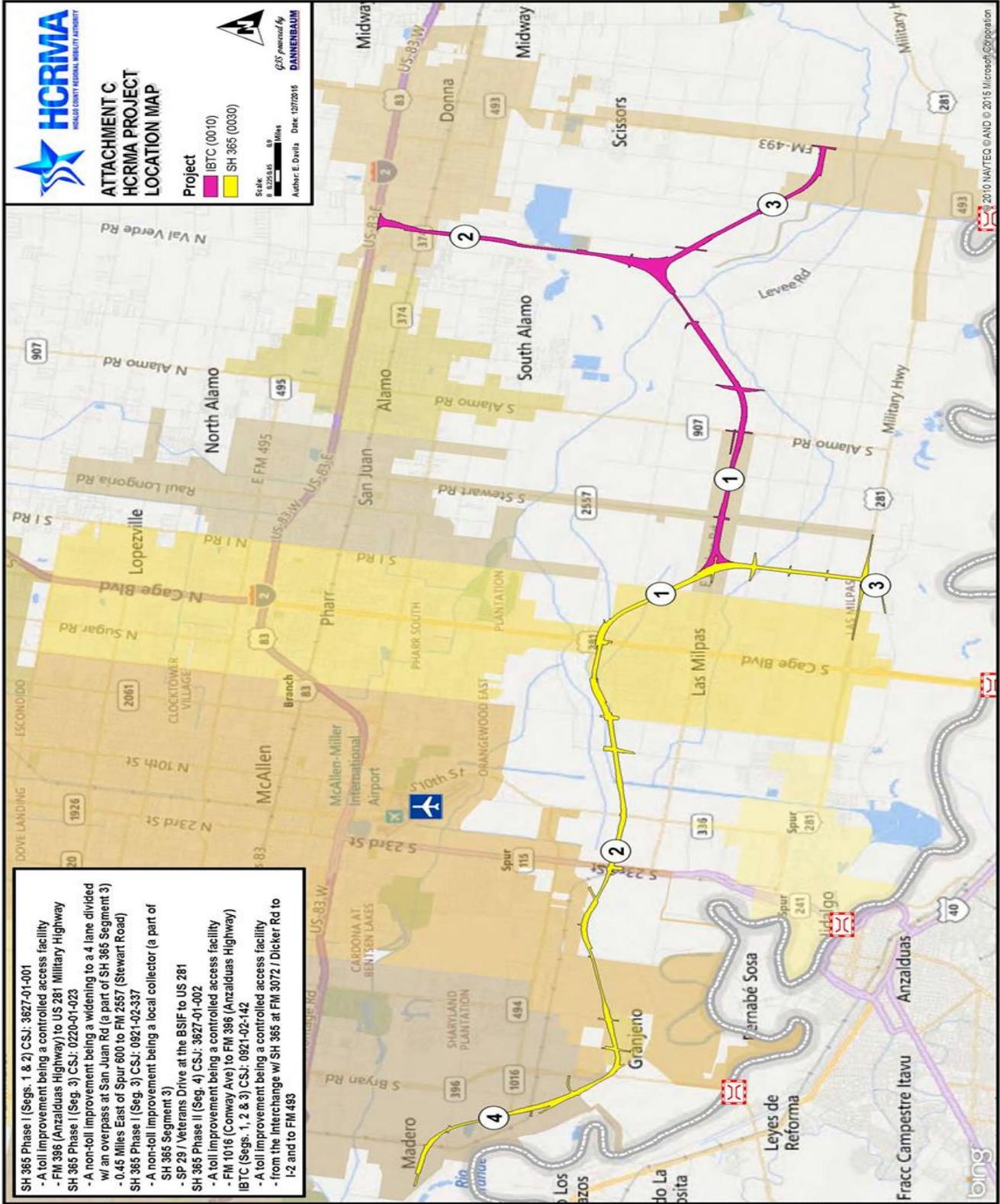
ATTACHMENT M
2019 Guide Schedule of Sampling & Testing for Design Bid Build Projects

This is a guide for minimum sampling and testing.
 Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IX - MICROSURFACING (Item 350)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OF SAMPLING	FREQUENCY (Per Design)	REMARKS
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min. 1 design per project	Submit to MTD for approval.
CEMENT	Compliance with DMS-4600				Verify the source is listed on the current Material Producer List for Cement. If not, sample and submit to MTD for testing before use in accordance with DMS-4600.
COMPLETE MIX	Asphalt Content	Tex-236-F	During production	1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Gradation	Tex-200-F, Part II Tex-236-F			Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven use at a minimum of one per project.

TABLE IX - FOOTNOTES	
A	When this project acceptance test fails, but the product is accepted, document the reasons for acceptance in SiteManager, in the remarks field, and on the end of the Project Materials Certification Letter.
B	Sampling may be performed at the plant, quarry, or both. Aggregate properties may be re-tested at any time during the project. These project tests may be used for one or more projects furnishing hot mix with the same aggregate source.
C	Attach the corresponding QM test report for SiteManager projects to satisfy project sampling and testing requirements.
D	Each test performed, that is based on a quantity of material, is considered "or fraction thereof" for calculating number of tests.

Project Limits Exhibit



Project Limits Exhibit



365TOLLWAY

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (Title of Modal Operating Administration), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Modal Operating Administration specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Modal Operating Administration specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (Title of Modal Operating Administration) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (Title of Modal Operating Administration), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (Title of Modal Operating Administration) may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (Title of Modal Operating Administration) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the

contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

**North American Industry Classification System (NAICS) Work Codes
For Federally Funded Contracts**



Texas Department of Transportation
Professional Engineering Procurement Services (PEPS) Division
Professional Services Contracts for Engineering, Surveying and Architecture
Pre-Certified Work Categories and North American Industry Classification System (NAICS) Work Codes
for Federally Funded contracts

Work Category No.	Category Name	Applicable Disadvantaged Business Enterprise (DBE) NAICS Work Codes
1.1.1	Policy Planning	541330 or 541320
1.2.1	Systems Planning	541330
1.3.1	Subarea/Corridor Planning	541330
1.4.1	Land Planning/Engineering	541330
1.5.1	Feasibility Studies	541330
1.6.1	Major Investment Studies	541330
1.7.1	Traffic Demand Modeling	541330
1.8.1	Public Involvement	541820 or 541330
2.1.1	Traffic Noise Analysis	541330 or 541620
2.2.1	Air Quality Analysis	541330 or 541620
2.3.1	Wetland Delineation	541330 or 541620
2.3.2	Conditional/Functional Assessment	541330 or 541620
2.4.1	Nationwide Permit	541330 or 541620
2.4.2	Clean Water Act Sec. 404 Permits	541330 or 541620
2.4.3	U.S. Coast G. & U.S. Army Corps Of Engr. Permits	541330 or 541620
2.5.1	Geological Assessment for Edwards Aquifer Recharge Zone	541330 or 541360 or 541620
2.6.2	Impact Evaluation Assessments	541330 or 541620
2.6.4	Biological Evaluations/Assessments	541330 or 541620
2.7.1	Sec. 4(F)/6(F) Evaluations	541330 or 541620
2.7.2	Historic Sites Sec. 4(f) Evaluations	541330 or 541620 or 541310
2.10.1	Archaeological Surveys, Doc., Excavation, Testing Rpts	541330 or 541620
2.12.1	Socio-Economic and Environmental Justice Analysis	541330 or 541620
2.13.1	Hazardous Materials Initial Site Assessment	541330 or 541620
2.14.1	Environmental Document Preparation	541330 or 541620
2.15.1	Historical Research of Extant Bldgs, Struct, Landsc., & Obj.	541310 or 541620
2.15.2	Historical Surveys & Doc. of Bldgs, Struct, Landsc., & Obj.	541310 or 541620
3.2.1	Route Studies & Schematic Design	541330
4.2.1	Roadway Design	541330
4.4.1	Freeway Interchanges	541330
4.5.1	Constructability Review	541330
4.6.1	3-D Design Visualization Services	541330 or 541340
5.2.1	Bridge Design	541330
5.3.1	Multi-Level Interchange Design	541330
5.5.1	Bridge & Non-Bridge Class Culvert and Inlet Design	541330
6.1.1	Routine Bridge Inspection Team Leader	541330
6.1.2	Routine Bridge Inspection Project Manager	541330
6.2.1	Complex Bridge Inspection Team Leader	541330
6.2.2	Complex Bridge Inspection Project Manager	541330
6.3.1	Tunnel Inspection Team Leader	541330
6.3.2	Tunnel Inspection Project Manager	541330
6.4.1	Underwater Bridge Inspection Team Leader	541330
6.5.1	Non-Destructive Testing	541330 or 541380
7.1.1	Traffic Engineering Studies (Traffic Counting 541990)	541330
7.3.1	Traffic Signal Timing	541330
7.4.1	Traffic Control Systems Analysis, Design & Implementation	541330
7.5.1	Intelligent Transportation System	541330
8.1.1	Signing, Pavement Marking & Channelization	541330
8.2.1	Illumination	541330
8.3.1	Signalization	541330
8.4.1	ITS Control Systems Analysis, Design & Implementation	541330
8.6.1	Rail-Highway Design	541330

North American Industry Classification System (NAICS) Work Codes
For Federally Funded Contracts

Work Category No.	Category Name	Applicable Disadvantaged Business Enterprise (DBE) NAICS Work Codes
9.1.1	Bicycle & Pedestrian Facility Development	541330
10.1.1	Hydrologic Studies	541330
10.2.1	Roadway Hydraulic Design	541330
10.3.1	Bridge Hydraulic Design	541330
10.4.1	Storm Water Pump Station-Hydraulic Design	541330
10.4.2	Pump Stations-Electrical	541330
10.4.3	Pump Stations-Structures	541330
10.5.1	Bridge Scour Evaluations And Analysis	541330
10.6.1	Coastal Hydraulic Design	541330
10.7.1	Riverine Hydraulic Design	541330
10.8.1	FEMA Regulations and Permits	541330
11.1.1	Roadway Construction Management And Inspection	541330
11.2.1	Bridge Construction Management And Inspection	541330
11.3.1	Construction Superintendent	541330
11.4.1	Environmental Inspections	541330 or 541620
11.5.1	Construction Scheduling Project Manager	541330
11.6.1	Construction Schedule Support- General	541330
11.7.1	Construction Schedule Support- Relating to Scheduling of Roadway Design	541330
11.8.1	Construction Schedule Support- Relating to Construction Management of Projects Including Bridges or Multi-level Interchanges	541330
12.1.1	Asphaltic Concrete Production	541330 or 541380
12.1.2	Portland Cement Concrete	541330 or 541380
12.1.3	Materials Engineering	541330 or 541380
12.1.4	Asphaltic Concrete Placement	541330 or 541380
12.1.5	Portland Cement Concrete Placement	541330 or 541380
12.1.6	Embankment/Subgrade/Backfill/Base Production	541330 or 541380
12.1.7	Embankment/Subgrade/Backfill/Base Placement	541330 or 541380
12.2.1	Plant Inspection And Testing	541330 or 541380
12.3.1	Coatings Inspection and Material Testing Project Manager	541330 or 541380
12.3.2	Coatings Inspection and Material Testing Task Leader	541330 or 541380
14.1.1	Soil Exploration	541330 or 541380
14.2.1	Geotechnical Testing	541330 or 541380
14.3.1	Transportation Foundation Studies	541330 or 541380
14.4.1	Building Foundation Studies	541330 or 541380
14.5.1	Evaluation & Design of Geotechnical Related Structures	541330 or 541380
15.1.1	Right of Way Surveys	541370
15.2.1	Design Survey	541370
15.2.2	Construction Survey	541370
15.3.1	Aerial Photogrammetry	541370
15.3.2	Terrestrial Photogrammetry	541370
15.3.3	Terrestrial LiDAR	541370
15.3.4	Mobile and Airborne LiDAR	541370
15.3.5	Horizontal and Vertical Control	541370
15.5.1	State Land Surveying	541370
16.1.1	Architecture	541310
16.2.1	Building and Facilities Architecture	541310
16.3.1	Landscape Architecture	541320
17.1.1	Structural Engineering	541330
17.2.1	Mechanical Engineering	541330
17.3.1	Plumbing Engineering	541330
17.4.1	Electrical Engineering	541330
17.5.1	Civil Engineering	541330
17.6.1	Hazardous Building Materials Assessment (Asbestos)	541330 or 541620
17.6.2	Hazardous Building Materials Assessment (Lead)	541330 or 541620

North American Industry Classification System (NAICS) Work Codes For Federally Funded Contracts

Work Category No.	Category Name	Applicable Disadvantaged Business Enterprise (DBE) NAICS Work Codes
18.2.1	Subsurface Utility Engineering	541330
18.3.1	Utility Adjustment Coordination	541330 or 541618
18.4.1	Utility Engineering	541330
18.5.1	Utility Construction Management and Verification	541330
18.6.1	Utility Management & Coordination Oversight	541330
19.1.1	Value Engineering	541330
Services used to support work done under the precertification work categories		
Support	Drilling and Coring Services (for Engineering services)	541330
Support	Boring, Core Drilling, Foundation Drilling, and Soil Test Drilling	238910
Support	Materials Testing (for Engineering services)	541330
Support	Materials Testing (for testing laboratories)	541380
Support	Traffic Control - Flagging	561990
Support	Traffic Control - Sign erection, highway, road, street or bridge	237310
Support	Traffic Counting	541330 or 541990
Non-listed categories (NLC)		
NLCs	NLC - for Engineering	541330
NLCs	NLC - for Materials Testing	541330 or 541380
NLCs	NLC - for Construction Record Keeper	541330
NLCs	NLC - for Non-engineering, Non-architecture, Non-surveying	To Be Determined

This Page
Intentionally
Left Blank

Item 3D



Memorandum

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

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

Date: October 19, 2021

Subject: RESOLUTION 2021-48 APPROVAL OF WORK AUTHORIZATION 1 WITH ATLAS TECHNICAL CONSULTANTS FOR MATERIAL TESTING IN THE 365 TOLLWAY PROJECT

GOAL

Approval and authorization to enter into Work Authorization#1 Construction Material Testing Services with Atlas Technical Consultants.

BASIS

Atlas Technical Consultants have agreed to provide construction materials testing to assure the materials incorporated into 12.23 miles of Segment 1 & 2 [From Anzalduas Highway to US Highway 281] on Phase II of 365 Toll highway construction project are subject to verification sampling and testing when required and meet project plans and specifications, and administering the HCRMA Quality Monitoring and Quality Assurance Program.

RECOMMENDATION

Staff recommends award of contract in the amount of \$402,877.44 for a proposed three (3) year fixed period of time to conclude no later than December 13, 2025.



- CMT Services **Atlas Technical Consultants**
- Environmental
- Engineering
- Geo-Technical
- Surveying

WORK AUTHORIZATION SUMMARY

RESOLUTION 2021-48

Work Authorization # 1 Supplemental # _____

Amount \$ 402,877.44

Approved Work Authorizations:

Resolution No.	Description	Amount
----------------	-------------	--------

Subtotal from Cont. Page	\$ 0.00
---------------------------------	----------------

Total Approved WA	\$ 0.00
-------------------	----------------

Proposed Work Authorization and/or Supplemental

2021-48	WA No. 1 - CMT Services for 365 Toll Project	\$ 402,877.44
---------	--	----------------------

Goal and Options:

Approval of WA 1 for Construction Material Testing for the 365 Tollway Project.

Staff is recommending approval of this request in the amount of \$ 402,877.44
Proposed total approved WA and/or Supplementals \$ 402,877.44

R. Navarro IV, Cons Eng
Requested By:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2021-48

APPROVAL OF WORK AUTHORIZATION 1 WITH ATLAS TECHNICAL CONSULTANTS FOR CONSTRUCTION MATERIAL TESTING IN THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 26th day of October, 2021, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, on February 19, 2014, the Authority issued a solicitation for Statements of Qualification for Construction Material Testing Services for the Authority (the “Solicitation”); and

WHEREAS, on March 21, 2014 the Authority received responses to the Solicitation; and

WHEREAS, on April 23, 2014, Resolution 2014-38 authorized Authority staff to negotiate and enter into agreements with the top three scored firms (Raba Kistner Consultants Inc., L&G Laboratories and Terracon Consultants, Inc.) for Construction Material Testing Services (the “Services”); and

WHEREAS, on July 24, 2018, Resolution 2018-45 authorized Authority staff to procure one additional lab to provide additional Services; and

WHEREAS, on July 29, 2018, the Authority published a second Solicitation; and received three (3) responses, of which only one was deemed responsive;

WHEREAS, on September 25, 2018, the Authority authorized staff to negotiate contract terms for the Services to PaveTex Engineering LLC, dba PAVETEX now Atlas Technical Consultants, the sole responsive firm that met the professional services criteria set forth in the Solicitation;

WHEREAS, on August 21, 2020, the Authority received five (5) sealed statements of qualification packets. An internal committee of three HCRMA staff engineers ranked and reviewed; the Authority determined it necessary to negotiate contract terms to enter into negotiations with each of the ranked firms and further approach Board with recommended award and distribution of work in accordance to acceptable terms and conditions of assignments; and

WHEREAS on October 27, 2020, the Authority approved Resolution 2020-28 Approval to enter into negotiations with each of the short-listed firms for Construction Material Testing for the Hidalgo County Regional Mobility Authority and further approach Board with recommended award and distribution of work in accordance to acceptable terms and conditions of assignments; and

WHEREAS the Authority finds it necessary to approve Resolution 2021-47 Approval of Award of Contract by and between the Atlas Technical Consultants formerly known as Pavetex Engineering, LLC, and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services; and

WHEREAS the Authority finds it necessary to approve Resolution 2021-48 Approval of Work Authorization 1 to the Professional Service Agreement with Atlas Technical Consultants formerly known as Pavetex Engineering, LLC, for Construction Material Testing in the amount of \$402,877.44 for the 365 Tollway Project.

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

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Work Authorization 1 to the Professional Service Agreement with Atlas Technical Consultants, in the amount of \$402,877.44 for the 365 Tollway Project, hereto attached as Exhibit A, hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Work Authorization 1 with Atlas Technical Consultants., as approved by the Board.

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 26th day of October 2021, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Work Authorization 1
to the
Professional Service
Agreement with
Atlas Technical Consultants
For
Construction Material Testing Services

WORK AUTHORIZATION NO. 1
AGREEMENT FOR ENGINEERING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for Engineering Services” (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Atlas Technical Consultants (the Engineer).

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

PART II. The maximum amount payable under this Work Authorization is \$ 402,877.44 and the method of payment is unit cost/specified rate basis as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer’s estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

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

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on Dec. 13, 2025, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under “Article V of that certain Professional Services Agreement for Construction Material Testing Services 365 Tollway Project / Segment 1 & 2.

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

THE ENGINEER

THE AUTHORITY

(Signature)
Marvin Garcia, PE.
(Printed Name)
Vice President
(Title)

(Date)

(Signature)
Pilar Rodriguez, P.E.
(Printed Name)
Executive Director
(Title)

(Date)

- SH 365 Phase I (Segs. 1 & 2) CSJ: 3627-01-001
 - A toll improvement being a controlled access facility
 - FM 396 (Anzalduas Highway) to US 281 Military Highway
- SH 365 Phase I (Seg. 3) CSJ: 0220-01-023
 - A non-toll improvement being a widening to a 4 lane divided w/ an overpass at San Juan Rd (a part of SH 365 Segment 3)
 - 0.45 Miles East of Spur 600 to FM 2557 (Stewart Road)
- SH 365 Phase I (Seg. 3) CSJ: 0921-02-337
 - A non-toll improvement being a local collector (a part of SH 365 Segment 3)
 - SP 29 / Veterans Drive at the BSIF to US 281
- SH 365 Phase II (Seg. 4) CSJ: 3627-01-002
 - A toll improvement being a controlled access facility
 - FM 1016 (Conway Ave) to FM 396 (Anzalduas Highway)
- IBTC (Segs. 1, 2 & 3) CSJ: 0921-02-142
 - A toll improvement being a controlled access facility
 - from the Interchange w/ SH 365 at FM 3072 / Dicker Rd to I-2 and to FM 493



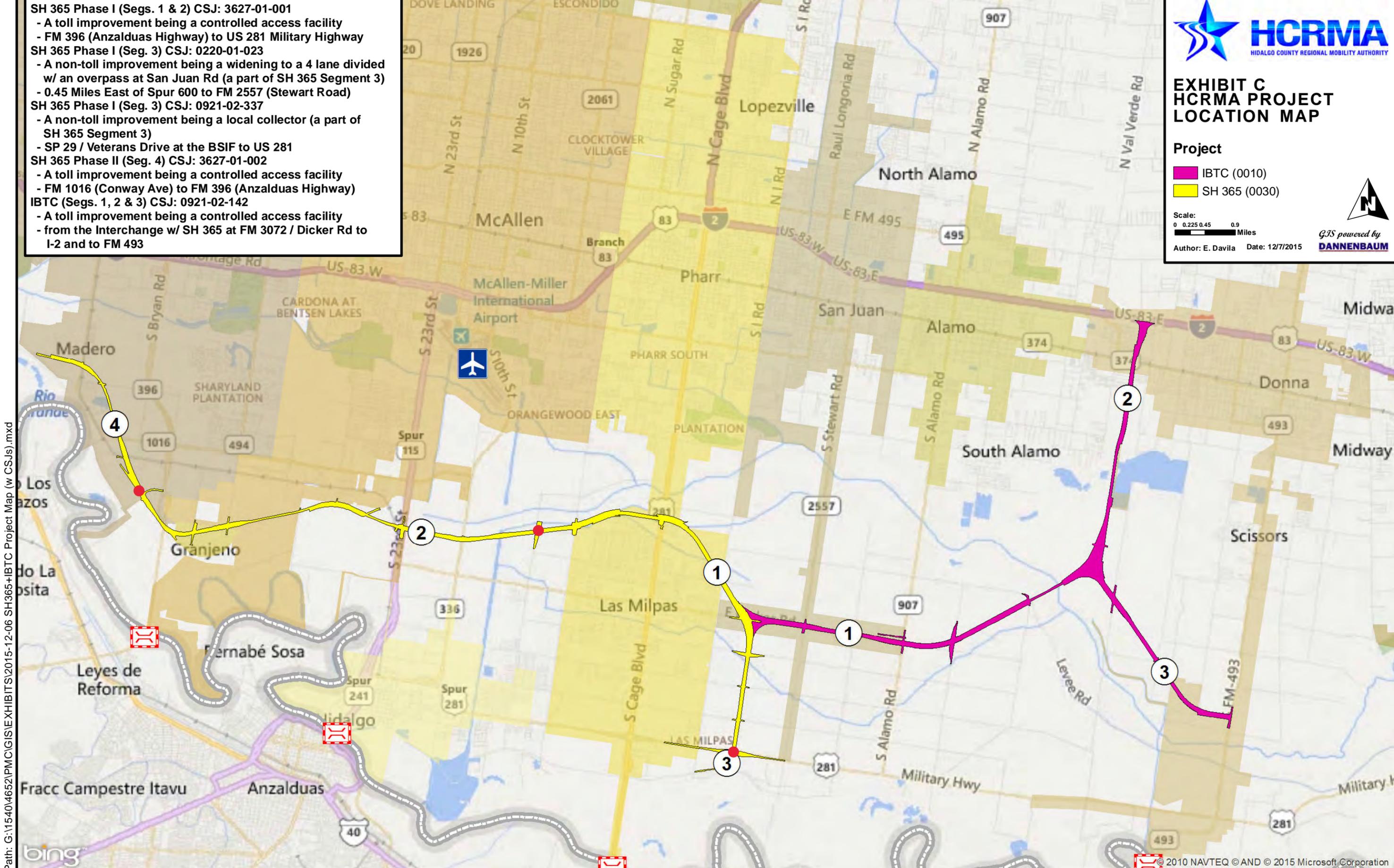
EXHIBIT C HCRMA PROJECT LOCATION MAP

Project

- IBTC (0010)
- SH 365 (0030)

Scale:
0 0.225 0.45 0.9 Miles

Author: E. Davila Date: 12/7/2015



Path: G:\1540\4652\PMC\GIS\EXHIBITS\2015-12-06 SH365+IBTC Project Map (w CSJs).mxd

ATTACHMENT C

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

APPLICABILITY:

Wherever the following terms are used in this attachment or other contract documents, the intent and meaning will be interpreted as indicated below.

ABBREVIATIONS, ABBREVIATIONS, and DEFINITIONS:

HCRMA OR AUTHORITY shall mean Hidalgo County Regional Mobility Authority
PMC (GEC) shall mean Program Management Consultant (General Engineering Consultant) (HDR Engineering Inc.)
ENGINEER shall mean Atlas Technical Consultants
TxDOT shall mean Texas Department of Transportation
FHWA shall mean Federal Highway Administration
IBWC shall mean International Boundary and Water Commission
USFWS shall mean United States Fish & Wildlife Service
THC shall mean Texas Historical Commission
SHPO shall mean State Highway Preservation Office
USACE shall mean United States Army Corps of Engineers
GSA shall mean General Services Administration
HCMPO shall mean Hidalgo County Metropolitan Planning Organization
FAA shall mean Federal Aviation Administration
MTP shall mean Metropolitan Transportation Plan
TIP shall mean Transportation Improvement Program
MUTCD shall mean Manual of Uniform Traffic Control Devices
AASHTO shall mean American Association of State Highway and Transportation Officials
LRFD shall mean Load & Resistance Factor Design
PS&E shall mean Plans, Specifications and Estimate
ACP shall mean Asphaltic Concrete Pavement
CSJ shall mean Control Section Job (highway project designation number)
ADP shall mean Advance Project Development
AAP AASHTO Accreditation Program (AASHTO re:source and CCRL)
AASHTO American Association of State Highway Transportation Officials
ACI shall mean American Concrete Institute
AO shall mean Area Office
AQMP shall mean Aggregate Quality Monitoring Program
CAR shall mean Corrective Action Report
CCRL shall mean Concrete and Cement Reference Laboratory
CE&I shall mean Construction Engineering and Inspection
CFR shall mean Code of Federal Regulations
MTD shall mean Materials and Tests Division
CMEC shall mean Construction Materials Engineering Council
FHWA shall mean Federal Highway Administration
HMA shall mean Hot-Mix Asphalt
HMAC shall mean Hot-Mix Asphalt Center
IA shall mean Independent Assurance
L-A-B shall mean Laboratory Accreditation Bureau
MPL shall mean Material Producer List
QAP shall mean Quality Assurance Program
QAT shall mean Quality Assurance Test
QC shall mean Quality Control
SM shall mean SiteManager
TXAPA shall mean Texas Asphalt Pavement Association
TxDOT shall mean Texas Department of Transportation

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER
PROJECT DESCRIPTION

The services designated herein as “Services provided by the Engineer” shall include the performance of all engineering services for the following described facility:

County/HCRMA: Hidalgo County

CSJ number: 0921-02-368

Project/Description: Provide construction materials testing to assure the materials incorporated into 12.23 miles of Segment 1 and 2 [From Anzalduas Highway east to US Hwy 281] on Phase II of 365 Toll highway construction project are subject to verification sampling and testing when required and meet project plans an specifications; and administering Quality Monitoring and Quality Assurance Program.

Length: 12.23 Miles (Approx)

Highway: 365TOLL (Segment 1 & 2)

Limits: From Anzalduas Highway east to US 281 Military Hwy (See Location Map Attached)

Contract is for “indefinite delivery/indefinite quantity [IDIQ] set for a proposed three (3) year fixed period of time, during that period of time the Engineer will be responsible for an unlimited number of separate projects, or additional work on a current project to be issued on an individual work order basis.

The Engineer agency(s) must be accredited by one of the following FHWA- and TxDOT-approved accrediting bodies:

- A. AASHTO Accreditation Program (AAP);
- B. Construction Materials Engineering Council (CMEC); or
- C. Laboratory Accreditation Bureau (L-A-B)

The Engineer shall have Texas Department of Transportation or Toll Authority/Regional Mobility Authority as well U.S. Army Corps of Engineers’ construction material testing experience and is expected to work directly with the HCRMA Construction Division, namely, the Chief Construction Engineer for the Authority. The selected Engineer(s) may also perform certain tasks under the oversight of the HCRMA's General Engineering Consultant (Currently HDR Engineering Inc.).

To avoid an appearance of a conflict of interest, any qualified Engineer agency (laboratory) shall perform only one of the following types of testing on the same project:

- A. Quality control testing;
- B. Quality acceptance testing;
- C. Owner verification testing;
- D. Independent assurance testing; or
- E. Referee testing.

The selected Engineer(s) shall have adequate experienced staff and a workload free from constraints to provide the necessary construction material testing for the HCRMA. Staff expertise is to include a Licensed Professional Engineer and certified, experienced staff proficient with TxDOT testing procedures, sampling and testing schedule, and the latest ASSHTO, ASTM and ACI testing requirements [Appendix A] performed and executed as per 2019 TxDOT Quality Assurance Program (~~DB-QAP~~ / DBB-QAP) / 2019 Guide Schedule of Sampling & Testing for Design Bid-Build Projects.

Engineer will compose and submit an annual report to the Federal Highway Administration (FHWA) summarizing the results of HCRMA's project specific systems approach program. This report identifies:

- A. Number of sampling and testing personnel evaluated by the systems approach IA testing;
- B. Number of IA evaluations found to be acceptable;
- C. Number of IA evaluations found to be unacceptable; and
- D. Summary of any significant system-wide corrective actions taken.

The Engineer will be responsible for maintaining documentation of all individuals qualified under their authority who perform required tests for acceptance of materials. A qualification summary listing all tests for which an individual is qualified will be available and printed at HCRMA's request. Documentation to be maintained for all qualified personnel includes:

- A. Copies of any certificates issued by ACI and TXAPA ;
- B. Original written examinations for test procedures administered to each technician by the TxDOT qualifying authority, with clear identification of technician's name, qualifier's name, score, and date taken;
- C. Original performance examinations for test procedures administered to each technician by the TxDOT qualifying authority, with clear identification of technician's name, qualifier's name, qualification status, and date;
- D. Results of annual split/proficiency testing administered by the TxDOT qualifying authority for each technician.

Engineer shall perform Quality Control / Quality Assurance sampling and testing and comply with Laboratory Qualification Program and will be evaluated under the Independent Assurance Program, as described in the 2019 QAPDBB [Attachment L]. Quality Control test results will be validated by verification test results obtained from independently taken samples. IA personnel or their designated agents will perform Quality Assurance verification sampling and testing.

1. The Engineer shall perform all sampling and testing of components and materials in accordance with the standard specifications, and all other standard and special specifications and special provisions applicable in this agreement. Meet the minimum sampling frequencies set out in the TxDOT 2019 Guide Schedule for Sampling and Testing for Design Bid-Build Projects. The testing shall include the following materials and all the components of the materials listed. The estimated number of samples and tests are based on quantities in the executed construction contract.
2. The Engineer shall ensure the testing is completed and input into ProjectWise. NOTE: The General Contractor is responsible for Quality Control (QC) testing of Item 360, Concrete Paving. The Engineer shall be responsible for Quality Assurance (QA) testing of Item 360, Concrete Paving.
3. The Engineer shall provide certified personnel, outlined in their internal, AASHTO-approved, Quality Control (QC) Manual that are knowledgeable of all materials testing procedures. All personnel performing acceptance tests must provide certifications and must maintain the certifications throughout the project. The HCRMA reserves the right to require replacement of any technician during this contract if performance is determined to be unsatisfactory or the technician fails to maintain appropriate certifications.
4. Engineer's laboratory will be qualified by the HCRMA qualifying authority in accordance with Section 3, Laboratory Qualification Responsibility of the Texas Department of Transportation (TxDOT) Quality Assurance Program (Manual Notice: 2005-1), and be AASHTO accredited under the AASHTO Accreditation Program (AAP) throughout the life of the project. Engineer shall transmit, to the HCRMA, a copy of AAP accreditation certificate(s) upon receipt by the testing laboratory.

5. The Engineer shall provide technicians certified in accordance with TxDOT Quality Assurance Program for Construction (QAP) or other State approved programs, such as the Texas Asphalt Pavement Association (TxAPA) for Hot Mix Asphalt, and the Soils and Base Certification Program, as listed.
6. The Engineer shall provide certified technicians to perform the following tests:
 - A. Hot Mix Asphalt Testing:
 - a. Level I-A
 - b. Level I-B
 - c. Hot Mix Asphalt Testing • Level II
 - d. All other tests in the Manual of Testing Procedures 200-F Series or ASTM Procedures not covered in Level I-A, Level I-B, or Level II
 - B. Concrete Testing:
 - a. QAP Program for Concrete Testing
 - b. Other tests outlined in the Manual of Testing Procedures 400-A Series or ASTM Procedures that are not included in the QAP Program
7. The Engineer shall perform testing on the project. These tests include all tests listed in State's Guide Schedule of Sampling and Testing dated 2015. Follow the State's Guide Schedule of Sampling and Testing to establish testing frequencies. Testing frequencies may be increased as directed by the HCRMA.
8. The Engineer shall notify the HCRMA, to determine if any tests may be waived
9. The Engineer shall attend preconstruction QA and QC testing meetings prior to beginning work.
10. The Engineer shall:
 - A. Review and recommend approval or rejection of the Quality Control (QC) sampling and testing documentation submitted by the General Contractor for compliance with applicable State and Federal regulations, standards, and contract requirements.
 - B. Verify all tested materials used meet specifications, or identify materials that do not meet specifications and recommend action which should be taken.
 - C. Certify that all tested materials used during construction meet the specifications as outlined in the Appia Support System.
 - D. Work closely with the HCRMA to resolve all material discrepancies before the next monthly estimate is processed by utilizing the Reports in Appia.
 - E. Enter all test data in Appia.
 - F. Enter all mix designs, concrete and asphalt, provided by the General Contractor into Appia.
 - G. The Engineer shall report failing tests to the HCRMA within twenty-four (24) hours.

SUMMARY OF DELIVERABLES:

The Engineer shall provide the following:

1. Monthly Progress Reports
2. Quarterly Material Test Reports
3. Sampling and testing personnel qualification
4. Final document file (maintained in project control system during project execution. Final structure of file will be determined during project implementation, an example of content is provided below)
 - A. Construction Oversight Documentation
 - a. Testing reports and Testing documentation as applicable
 - b. Test Exception Letter
 - c. Certification Verifications
 - d. Photographs
 - B. Project Correspondence File (Design and Construction)
 - a. E-mail files
 - b. Letters
 - c. Memos
 - d. Meeting Minutes
 - e. Monthly Deficiency Reports to track material issues (one (1) per month)

f. Misc. correspondence

ATTACHMENT E

FEE SCHEDULE

TEST NO.	CMT Firm: Atlas Technical Consultants [ATLAS] Date: 09/07/2021			2020-23	COMMENTS
	Geotechnical Services			FINAL NEGOTIATED RATES 9/3/2021	
			Unit		
1	Mobilization/Demobilization		each	\$ 550.00	
	Drilling, Logging, &Recovering Samples (With TCP)		per mile	\$ 6.00	\$6/mile for anything < 67
2A	1. Depth ≤ 50 feet		Tex-132-E (every 5 feet)	\$ 27.50	
2B	2. Depth ≥ 50 feet		linear foot	\$ 29.50	
	Drilling, Logging, &Recovering Samples (Without TCP)				
3A	1. Depth ≤ 50 feet		linear foot	\$ 25.00	
3B	2. Depth ≥ 50 feet		linear foot	\$ 28.00	
4	Rock Coring (Soft Rock) ⁽²⁾		linear foot	\$ 12.50	
5	Rock Coring (Hard Rock) ⁽²⁾		linear foot	\$ 16.00	
6	Staking Borings and Utility Locations		hour	\$ 109.03	
	Standby Time (sampling)		hour	\$ 250.00	
7A	1. Hot Mix Asphalt (minumum of one hour)		each	\$ 80.50	
7B	2. Concrete (minumum of one hour)		each	\$ 86.25	
8	Piezometer - 2 inch (including well completion and installation)		linear foot	\$ 40.00	
9	Grouting of Borings		linear foot	\$ 5.00	
10	Traffic Control - Major		day	\$ 2,500.00	
	Laboratory Test	Test Method	Unit		
11	Volumetric Shrinkage	ASTM D427	each	\$ 70.00	
12	Standard Poor Test	ASTM D698	each	\$ 210.00	
13	Modified Poor Test	ASTM D1557	each	\$ 250.00	
14	Standard Penetration Test (SPT)	ASTM D1586	LF	\$ 26.00	
15	California Bearing Ratio (Single Sample without MD Curve)	ASTM D1883	test	\$ 250.00	
16	Unconfined Compressive Strength (Soil)	ASTM D2166	each	\$ 62.00	
17	Hydraulic Conductivity Permeability	ASTM D2434	each	\$ 330.00	
18	One Dimensional Consolidation Properties of Soil	ASTM D2435	each	\$ 350.00	
19	Unconfined Compressive Strength (Rock)	ASTM D2938	each	\$ 70.00	
20	Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	set of 3	\$ 600.00	
21	Direct Shear Test of Soils Under Consolidated Drained Conditions, SAND	ASTM D3080	set of 3	\$ 450.00	
22	Direct Shear Test of Soils Under Consolidated Drained Conditions, CLAY	ASTM D3080	set of 3	\$ 600.00	
23	Splitting Tensile of Intact Rock Core	ASTM D3967	each	\$ 125.00	
24	Water Stand Pipes	ASTM D4043	each	\$ 30.00	
25	Calcium Carbonate Content of Soils	ASTM D4373	LF	\$ 50.00	
26	Hydraulic Conductivity Permeability	ASTM D4511	each	\$ 260.00	
27	One Dimensional Swell, Methods A&B	ASTM D4546	each	\$ 110.00	
28	One Dimensional Swell, Method B Only	ASTM D4546	each	\$ 300.00	
29	One Dimensional Swell, Method C	ASTM D4546	each	\$ 205.00	
30	Permeability of Silt and Clays	ASTM D5084	each	\$ 300.00	
31	Suction Test (Filter Method)	ASTM D5298	each	\$ 70.00	
32	Casagrande Type Piezometers	N/A	each	\$ 350.00	
33	Casagrande Type Piezometers Installation	N/A	each	\$ 430.00	
34	Miscellaneous Testing	N/A	each	\$ 250.00	Item has been eliminated
35	Vertical Incliner	N/A	each	\$ 350.00	
36	Vertical Incliner Installation	N/A	each	\$ 600.00	
37	Vibrating Wire Piezometer	N/A	each	\$ 750.00	
38	Vibrating Wire Piezometer Installation	N/A	each	\$ 750.00	
39	Soil Boring with SPT	ASTM D1586	LF	\$ 25.00	
	Laboratory Test	Test Method			
	Soils & Base Testing				
40	Sampling	Tex-400-A	hour	\$ 55.00	
41	Sample Preparation	Tex-101-E	each	\$ 53.00	
42	Determining Slaking Time	Tex-102-E	each	\$ 50.00	
43	Moisture Content	Tex-103-E	each	\$ 13.00	
44	Atterburg Limits	Tex-104,105&106-E	Set of 3	\$ 75.00	
45	Linear Bar Shrinkage (per bar)	Tex-107-E	each	\$ 60.00	
46	Determining the Specific Gravity of Soils	Tex-108-E	each	\$ 62.00	
47	Sieve Analysis	Tex-110-E, Part I	each	\$ 65.00	
48	Sieve Analysis (Hydrometer with Tex-108-E)	Tex-110-E, Part II	each	\$ 75.00	

49	Hydrometer with Tex-108-E (in conjunction with Tex-110-E, Part II)	Tex-108-E	each	\$ 50.00
50	Percent Passing No. 200 Sieve	Tex-111-E	each	\$ 42.00
51	Determining the Amount of Material in Solis Finer than the 75 mi	Tex-111-E	each	\$ 42.00
52	Admixing Lime to Reduce Plasticity Index of Soils	Tex-112-E	each	\$ 87.00
53	Moisture-Density Relationship	Tex-113-E	each	\$ 240.00
54	Moisture-Density Relationship	Tex-114-E	each	\$ 215.00
55	Field Density Measurements	Tex-115-E	hour	\$ 50.00
56	Wet Ball Mill Test	Tex-116-E	each	\$ 230.00
57	Texas Triaxial Compression ⁽⁶⁾	Tex-117-E, Part I	each	\$ 400.00
58	Texas Triaxial Compression ⁽⁶⁾	Tex-117-E, Part II	each	\$ 1,050.00
59	Quality Assurance (QA) Series for Flexible Base ^{(7) (8)}	See Foot Notes	each	\$ 1,800.00
60	Soil- Cement Testing ⁽⁷⁾	Tex-120-E, Part II	each	\$ 300.00
61	Soil- Lime Testing ⁽⁷⁾	Tex-121-E, Part II	each	\$ 400.00
61.1	Soil-Lime Testing Determining Stabilization Ability of Lime by Soil pH	Tex-121-E, Part III	each	\$ 350.00
62	Determining the Drainage Factor of Soil Materials (Not Field Test)	Tex-123-E ++	each	\$ 68.00
63	Determining Modulus of Sub-grade Recaction (K Value) (Not Field Test)	Tex-125-E ++	each	\$ 95.00
64	Molding, Testing, and Evaluation Bituminous Black Base Materials	Tex-126-E ++	each	\$ 250.00
65	Lime-Fly Ash Compression ⁽⁷⁾	Tex-127-E	each	\$ 719.39
66	Soil pH	Tex-128-E	each	\$ 41.00
67	Resistivity of Soils	Tex-129-E	each	\$ 90.00
68	Slurry Testing	Tex-130-E	each	\$ 95.00
69	Texas Cone Penetration	Tex-132-E	each	\$ 32.00
70	Freezing and Thawing Tests oc Compacted Soil-Cement Mixture	Tex-135-E	each	\$ 240.00
71	Thickness of Pavement Layers (4 hour minimum)	Tex-140-E	hour	\$ 50.00
72	Manual Procedure for Description and Identification of Soils	Tex-141-E	each	\$ 45.00
73	Laboratory Classification os Soils for Engineering Purposes	Tex-142-E	each	\$ 50.00
74	Sulfate Content in Soils	Tex-145-E	each	\$ 75.00
75	Conductivity Test for Field Detection of Sulfates in Soil	Tex-146-E	each	\$ 65.00
75.1	Organic Content Using UV-VIS Method	Tex-148-E	each	\$ 150.00
76	Determining Cholride and Sulfate Contents in Soils	Tex-620-J	each	\$ 80.00
77	Free Swell Test	EM1110-2- 1906	each	\$ 150.00
78	Pressure Swell Test	EM1110-2- 1906	each	\$ 250.00
79	One-Dimensional Swell	ASTM D4546	each	\$ 110.00
80	One-Dimensional Swell (Method B Only)	ASTM D4546	each	\$ 150.00
81	Potential Vertical Rise Calculation	Tex-124-E	each	\$ 65.00
82	Volumetric Shrinkage	ASTM D4943	each	\$ 95.00
83	Volumetric Shrinkage	ASTM-D427	each	\$ 50.00
84	Unconfined Compression Test (Soil)	ASTM D2166	each	\$ 50.00
85	Unconfined Compression Test (Rock)	ASTM D2938	each	\$ 70.00
86	Unconfined Compression Test (Rock) (Method D)	ASTM D7012	each	\$ 55.00
	Unconsolidated Undrained (UU) Triaxial Compression Test			
87	1. Set of Three	Tex-118-E	set	\$ 275.00
88	2. Multistage	Tex-118-E	each	\$ 250.00
	Consolidated Undrained (CU) Triaxial Compression Test			
89	1. Set of Three	Tex-131-E or ASTM D4767	set	\$ 1,200.00
90	2. Multistage	Tex-131-E or ASTM D4767	each	\$ 1,000.00
	Consolidated Drained (CD) Triaxial Compression Test			
91	1. Set of Three	Tex-131-E or ASTM D4767	set	\$ 850.00
92	2. Multistage	Tex-131-E or ASTM D4767	each	\$ 370.00
93	Direct Shear Consolidated Drained (CD), sand	ASTM D3080	set of 3	\$ 425.00
94	Direct Shear Consolidated Drained (CD), clay	ASTM D3080	set of 3	\$ 650.00
95	One-Dimensional Consolidation Test (7 load increments)	ASTM D2435	each	\$ 589.80
96	Resilient Modulus (fine-grained soils)	AASHTO T307	each	\$ 950.00
	Hot Mix Asphalt Testing			
97	Sieve Analysis of Fine and Coarse Aggregates	Tex-200-F	each	\$ 68.33
98	Bulk Specific Gravity and Water Absorption of Aggregates	Tex-201-F	each	\$ 75.00
99	Apparent Specific Gravity of Material Finer Than 180 µm (No. 80) Sieve	Tex-202-F	each	\$ 48.25
100	Sand Equivalent Test	Tex-203-F	each	\$ 85.00
101	Labortory Method of Mixing Bituminous Mixtures	Tex-205-F	Set of 3	\$ 85.00

102	Compacting Specimens Using the Texas Gyrotory Compactor (TG	Tex-206-F	Set of 3	\$ 80.00
103	Determining Bulk Specific Gravity of Compacted Bituminous Mixtures	Tex-207-F (I)	each	\$ 27.00
104	Determining In-Place Density of Compacted Bituminous Mixtures (Nuclear Method)	Tex-207-F (III)	each	\$ 40.00
105	Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F (IV)	each	\$ 80.00
106	Segregation Profile	Tex-207-F (V)	each	\$ 160.00
107	Joint Density	Tex-207-F (VII)	each	\$ 160.00
108	Test of Stabilometer Value of Bituminous Mixtures	Tex-208-F	set of 3	\$ 110.00
109	Determining Asphalt Content of Bituminous Mixtures by Extraction	Tex-210-F	each	\$ 142.00
110	Recovery of Asphalt from Bituminous Mixtures by the Abson Pro	Tex-211-F	each	\$ 210.00
111	Determining Moisture Content of Bituminous Mixtures	Tex-212-F	each	\$ 43.00
112	Determining Hydrocarbon-Volatile Content of Bituminous Mixture	Tex-213-F	each	\$ 105.00
113	Determining Deleterious Material and Decantation Test for Coarse Aggregates	Tex-217-F	each	\$ 78.84
114	Indirect Tensile Strength Test	Tex-226-F	each	\$ 475.00
115	Theoretical Maximum Specific Gravity of Bituminous Mixtures	Tex-227-F	each	\$ 90.00
116	Determining Asphalt Content of Bituminous Mixtures by the Nuclear	Tex-228-F	each	\$ 60.00
117	Combined HMAC Cold-Belt Sampling and Testing Procedure	Tex-229-F	each	\$ 68.33
118	Determining Draindown Characteristics in Bituminous Mixtures	Tex-235-F	each	\$ 55.00
119	Determining Asphalt Content from Asphalt Paving Mixtures by the Ignition Method	Tex-236-F	each	\$ 130.00
120	Asphalt Release Agents	Tex-239-F	each	\$ 50.00
121	Superpave Gyrotory Compacting of Test Specimens of Bituminous	Tex-241-F	each	\$ 125.00
122	Hamburg Wheel Tracker	Tex-242-F	each	\$ 380.00
123	Tack Coat Adhesion	Tex-243-F	each	\$ 100.00
124	Thermal Profile	Tex-244-F	each	\$ 126.14
125	Cantabro Loss	Tex-245-F	each	\$ 175.00
126	Permeability or Water Flow of Hot Mix Asphalt	Tex-246-F	each	\$ 63.00
127	Overlay Test	Tex-248-F	set of 3	\$ 625.00
128	Flat and Elongated Particles	Tex-280-F	each	\$ 56.00
129	Sampling Bituminous Materials, Pre-Molded Joint Fillers, and Joint	Tex-500-C	each	\$ 55.00
130	Asphalt Binder Water in Petroleum	501-C AASHTO	each	\$ 93.00
131	Penetration of Bituminous Materials	502-C AASHTO	each	\$ 75.00
132	Ductility of Asphalt Materials	503-C AASHTO	each	\$ 110.00
133	Flash and Fire Points by Cleveland Open Cup	504-C AASHTO	each	\$ 60.00
134	Softening Point of Bitumen (Ring and Ball Apparatus)	505-C AASHTO	each	\$ 90.00
135	Solubility of Bituminous Materials	507-C AASHTO	each	\$ 100.00
136	Specific Gravity	508-C AASHTO	each	\$ 70.00
137	Spot Test of Asphaltic Materials	509-C AASHTO	each	\$ 155.00
138	Effect of Heat and Air on Asphalt Materials (Thin-Film Oven Test)	510-C AASHTO	each	\$ 63.00
139	Flash Point with Tag Open-Cup Apparatus for Use with Material H	512-C AASHTO	each	\$ 68.00
140	Saybolt Viscosity	513-C AASHTO	each	\$ 75.00
141	Cutback Asphalts - Specific Gravity, API Gravity, or Density of Cutback Asphalts by Hydrometer Method; Emulsified Asphalts - Weight per Gallon of Emulsified Asphalt	Tex-514-C ASTM D3142 ASTM D244	each	\$ 130.00
142	Distillation of Cutback Asphalt Products	515-C AASHTO	each	\$ 170.00
143	Float Test for Bituminous Materials	519-C AASHTO	each	\$ 70.00
144	Standard Test Method for Emulsified Asphalts	521-C AASHTO	each	\$ 190.00
145	Viscosity of Asphalts by Vacuum Capillary Viscometer	528-C AASHTO	each	\$ 35.00
146	Kinematic Viscosity of Asphalts (Bitumens)	529-C AASHTO	each	\$ 75.00
147	Boil Test (Effect of Water on Paving Mix)	Tex-530/531-C	each	\$ 125.00
148	Field Coring - ACP Thickness	ASTM D3549	each	\$ 100.00
149	Pavement Thickness Determin. (Full Depth)	ASTM D3549	each	\$ 125.00
150	Determining Polymer Additive Percentages in Polymer Modified	Tex-533-C	each	\$ 60.00
151	Calculating Viscosity from Penetration	Tex-535-C	each	\$ 75.00
152	Elastic Recovery of Tensile Deformation Using a Duclilometer	Tex-539-C	each	\$ 65.00
153	Measurement of Polymer Separation on Heating in Modified Asphalt	Tex-540-C	each	\$ 55.00
154	Rolling Thin Film Oven Test for Asphalt Binders	541-C ASSHTO	each	\$ 100.00
155	Flexural Creep Stiffness Using the Bending Beam Rheometer	AASHTO T313	each	\$ 110.00
156	Determining Rheological Properties of Asphalt Binder Using a Dy	AASHTO T315	each	\$ 120.00
157	Determining Breaking Index for Asphalt Emulsions	Tex-542-C	each	\$ 215.00
158	Resilience Test for Sealants and Repair Materials	Tex-547-C	each	\$ 200.00
159	Tensile Strain to Failure	Tex-548-C	each	\$ 60.00
160	Cone Flow Test	Tex-549-C	each	\$ 55.00
161	Flexibility Test for Sealants and Repair Materials	Tex-550-C	each	\$ 190.00
162	Settlement of Sealants and Repair Materials	Tex-551-C	each	\$ 88.00
Concrete & Aggregate Testing				
163	Sieve Analysis for Conc. Agg	Tex-401-A	each	\$ 73.58
164	Fineness Modulus for Conc. Agg	Tex-402-A	each	\$ 18.00
165	SSD Specific Gravity / Absorption Conc. Agg	Tex-403-A	each	\$ 70.00

ATTACHMENT E: FEE SCHEDULE [SPECIFIED RATE / LUMP SUM PAYMENT BASIS]

Atlas Personnel Classification	Hourly Base Rate	Contract Rate FY 2020	HCRMA counter 9/7/2021	Atlas Counter 9/14/21	FINAL HCRMA counter 9/14/2021
Senior Project Manager / Principal	\$ 72.00	204.4	\$ 170.80	\$ 195.00	\$ 186.90
Senior Geotechnical Engineer	\$ 62.58	202.81	\$ 148.10	accept	\$ 148.10
Geotechnical Engineer	\$ 48.56	157.37	\$ 117.96	accept	\$ 117.96
Project Engineer	\$ 54.00	187.37	\$ 126.59	\$ 142.00	\$ 133.98
Engineering Lab Manager	\$ 33.00	90.94	\$ 86.38	accept	\$ 86.38
Utility Coordinator	\$ 40.91	116.14	\$ 91.74	accept	\$ 91.74
Senior Project Inspector	\$ 42.00	115.74	\$ 93.79	\$ 110.00	\$ 99.75
Project Inspector	\$ 33.00	90.94	\$ 70.48	\$ 85.00	\$ 73.92
EIT	\$ 36.00	102.2	\$ 84.45	\$ 91.00	\$ 88.00
Engineer Tech / GIS	\$ 31.75	90.13	\$ 69.76	\$ 79.00	\$ 76.70
Logger	\$ 18.80	60.93	\$ 52.81	accept	\$ 52.81
Field Technician (Soils, Aggr, Asph, Conc)	\$ 24.50	67.52	\$ 62.34	accept	\$ 62.34
CADD Operator	\$ 30.00	85.17	\$ 71.00	accept	\$ 71.00
Admin/Clerical	\$ 24.56	69.72	\$ 57.40	Recommend	\$ 61.95

ATTACHMENT E-1

FEE SCHEDULE

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

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

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

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

EXHIBIT D
ESTIMATE OF MAN -HOURS AND
TEST BREAKDOWN

CMT Firm: PaveTex [ATLAS]



Calendar Year	Calendar Year
2021-2022	\$ 218,588.16
2023	\$ 92,144.64
2024	\$ 92,144.64
Total	\$ 402,877.44

CMT Firm: PaveTex [ATLAS]			Calendar Year: 2021-2022	
Personnel Classification	Contract Rate	Unit	Quantity	Total
Senior Project Manager / Principal	\$ 186.90	Hour	256	\$ 47,846.40
Project Engineer	\$ 133.98	Hour	512	\$ 68,597.76
Senior Project Inspector	\$ 99.75	Hour	1024	\$ 102,144.00
Subtotal				\$ 218,588.16
CMT Firm: PaveTex [ATLAS]			Calendar Year: 2023	
Personnel Classification	Contract Rate	Unit	Quantity	Total
Senior Project Manager / Principal	\$ 186.90	Hour	128	\$ 23,923.20
Project Engineer	\$ 133.98	Hour	128	\$ 17,149.44
Senior Project Inspector	\$ 99.75	Hour	512	\$ 51,072.00
Subtotal				\$ 92,144.64
CMT Firm: PaveTex [ATLAS]			Calendar Year: 2021-2024	
Personnel Classification	Contract Rate	Unit	Quantity	Total
Senior Project Manager / Principal	\$ 186.90	Hour	128	\$ 23,923.20
Project Engineer	\$ 133.98	Hour	128	\$ 17,149.44
Senior Project Inspector	\$ 99.75	Hour	512	\$ 51,072.00
Subtotal				\$ 92,144.64

**EXHIBIT F
WORK SCHEDULE**

ATTACHMENT F

WORK SCHEDULE

HCRMA Construction & Materials Testing Services
TOLL365 (SH 365)

Task Name	Start	Finish
Material Testing	11/1/2021	12/13/2025
Geotechnical	11/1/2021	12/13/2025
Other Analyses	11/1/2021	12/13/2025
All sampling and testing of components and materials	11/1/2021	12/13/2025
Hot Mix Asphalt Testing	11/1/2021	12/13/2025
Concrete Testing	11/1/2021	12/13/2025
Construction Oversight Documentation	11/1/2021	12/13/2025
Project Correspondence File (Design and Construction)	11/1/2021	12/13/2025

**ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement**

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). **NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.**

Contract #: _____ Assigned Goal: 6.0% Prime Provider Atlas Technical Consultants LLC

Work Authorization (WA)#: _____ WA Amount: \$0 Date: _____

Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____

Revised WA Amount: _____

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
FC	\$0
FC	\$0
Total Commitment Amount <i>(Including all additional pages.)</i>	\$0

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

<p>Provider Name: Atlas Technical Consultants LLC Address: 1959 Saratoga Blvd., Bld. 12 Corpus Christi, TX 78417 VID Number: PH: & FAX: 361-510-9317 Email: marvin.garcia@oneatlas.com</p>	<p>Name: <u>Marvin Garcia P.E.</u> <i>(Please Print)</i> Title: <u>Senior Vice President-Regional Director of Operations.</u></p> <p>_____ Signature Date</p>
<p>DBE/HUB Sub Provider Subprovider Name: VID Number: Address: PH: Email:</p>	<p>Name: _____ <i>(Please Print)</i> Title: _____</p> <p>_____ Signature Date</p>
<p>Second Tier Sub Provider Subprovider Name: VID Number: Address: Phone #& Fax #: Email:</p>	<p>Name: _____ <i>(Please Print)</i> Title: _____</p> <p>_____ Signature Date</p>

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

This Page
Intentionally
Left Blank

Item 3E

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3E </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 10/20/21 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 10/26/21 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2021-49 – APPROVAL OF WORK AUTHORIZATION NUMBER 8 TO THE PROFESSIONAL SERVICE AGREEMENT WITH BLANTON & ASSOCIATES, INC. FOR ENVIRONMENTAL SERVICES FOR DEVELOPMENT OF SITE SOILS AND PLANTING STRATEGIES (INCLUDING MONITORING) FOR THE 365 TOLLWAY WETLAND MITIGATION SITE.**

2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and Approval of Resolution 2020-29 for WA No. 8 for the 365 Tollway.

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

4. Budgeted: X Yes No N/A

5. Staff Recommendation: **Motion to approve Resolution 2021-49 – Approval of Work Authorization Number 8 to the Professional Service Agreement with Blanton & Associates, Inc. for environmental services for development of site soils and planting strategies (including monitoring) for the 365 Tollway Wetland Mitigation site, as presented.**

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

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

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

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

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

11. Chief Development Engineer’s Recommendation: X Approved Disapproved None

12. Chief Construction Engineer’s Recommendation: Approved Disapproved X None

13. Executive Director’s Recommendation: X Approved Disapproved None

THIS ITEM WILL BE
SENT UNDER
SEPERATE COVER

This Page
Intentionally
Left Blank

Item 3F

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3F </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 10/20/21 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 10/26/21 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2021-50 – APPROVAL OF CONTRACT AMENDMENT NUMBER 7 WITH BLANTON & ASSOCIATES, INC. TO INCREASE THE MAXIMUM PAYABLE AMOUNT DUE WORK AUTHORIZATION NUMBER 8.**

2. Nature of Request: (Brief Overview) Attachments: Yes No
Consideration and Approval of Resolution 2020-30 for CA No. 7 for WA No. 8.

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 2020-50 – Approval of Contract Amendment No. 7 with Blanton & Associates, Inc. to increase the maximum payable amount due Work Authorization No. 8, 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

THIS ITEM WILL BE
SENT UNDER
SEPERATE COVER

This Page
Intentionally
Left Blank

Item 3G

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3G </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 10/20/2021 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 10/26/2021 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2021-51 – APPROVAL OF WORK AUTHORIZATION 5 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING FOR ENGINEERING SUPPORT FOR THE DESIGN AND CONSTRUCTION OF THE 365 TOLLWAY WETLAND MITIGATION SITE.**

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

Consideration and Approval of WA 5 to PSA with HDR Engineering, Inc. to provide support for design and construction for the 365 Tollway Project.

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

4. Budgeted: X Yes No N/A

5. Staff Recommendation: **Motion to Approve Resolution 2021-51 – Approval of Work Authorization 5 to the Professional Service Agreement with HDR Engineering for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site, as presented.**

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

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

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

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

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

11. Chief Development Engineer’s Recommendation: X Approved Disapproved None

12. Chief Construction Engineer’s Recommendation: Approved Disapproved X None

13. Executive Director’s Recommendation: X Approved Disapproved None

THIS ITEM WILL BE
SENT UNDER
SEPERATE COVER

This Page
Intentionally
Left Blank

Item 3H

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3H </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 10/20/2021 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 10/26/2021 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2021-52 – APPROVAL OF CONTRACT AMENDMENT 3 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING TO INCREASE THE MAXIMUM PAYABLE AMOUNT DUE TO WORK AUTHORIZATION 5.**

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

Consideration and Approval of CA 3 to PSA with HDR Engineering, Inc. to provide engineering support for the 365 Toll Project.

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

4. Budgeted: X Yes No N/A

5. Staff Recommendation: **Motion to Approve Resolution 2021-52 – Approval of Contract Amendment 3 to the Professional Service Agreement with HDR Engineering to increase the maximum payable amount due to Work Authorization 5, as presented.**

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

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

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

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

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

11. Chief Development Engineer’s Recommendation: X Approved Disapproved None

12. Chief Construction Engineer’s Recommendation: Approved Disapproved X None

13. Executive Director’s Recommendation: X Approved Disapproved None

THIS ITEM WILL BE
SENT UNDER
SEPERATE COVER