

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

DATE: TUESDAY, DECEMBER 11, 2018
TIME: 5:30 PM
PLACE: PHARR MEMORIAL LIBRARY, 2nd FLOOR
121 E. CHEROKEE AVE.
PHARR, TEXAS 78577

PRESIDING: S. DAVID DEANDA, JR, CHAIRMAN

PLEDGE OF ALLEGIANCE

INVOCATION

CALL TO ORDER OF A WORKSHOP

1. Review of proposed Fiscal Year 2019 Operating and Capital Budget.
2. Review of 2019-2023 Strategic Plan Update for the Hidalgo County Regional Mobility Authority Loop System.

CALL TO ORDER AND ESTABLISHMENT OF A QUORUM FOR REGULAR MEETING

1. REPORTS

A. None.

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 November 27, 2018.
- B. Resolution 2018-76 – Approval of Contract Amendment 3 to the Professional Service Agreement with HDR, Engineering, Inc. for a no-cost time extension.
- C. Resolution 2018-77 - Approval of Work Authorization 1 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension.
- D. Resolution 2018-78 - Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension.
- E. Resolution 2018 – 73 - Approval of Supplemental 2 to the Professional Service Agreement with Sendero Acquisition for a no-cost time extension to provide Right of Way Acquisition Services for the Hidalgo County Regional Mobility Authority.

3. REGULAR AGENDA

- A. Resolution 2018 – 61 – Approval of a reimbursement resolution expressing intent to finance expenditures to be incurred.
- B. Resolution 2018 – 68 – Approval of Change Order Number 11 [Amended Final Closeout] with Foremost Paving, Inc. for the 281/Military Highway Overpass/Border Safety Inspection Facility Connector Project.

- C. Resolution 2018- 71 – Adoption of Fiscal Year 2019 Operating and Capital Budget for the Hidalgo County Regional Mobility Authority.
- D. Resolution 2018- 72 - Adoption of 2019-2023 Strategic Plan Update for the Hidalgo County Regional Mobility Authority Loop System.
- E. Resolution 2018 – 74 – Authorization to terminate the Contract between Johnson Brothers Corporation and the Hidalgo County Regional Mobility Authority for the construction of the 365 Tollway Project from US 281/Military Highway to FM 396 (Anzalduas Highway).
- F. Resolution 2018 – 75 – Approval to re-scope and re-bid the construction of the 365 Tollway Project from US 281/Military Highway to FM 396 (Anzalduas Highway).

4. CHAIRMAN’S REPORT

- A. None.

5. TABLED ITEMS

- A. None.

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

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

PUBLIC COMMENT

ADJOURNMENT OF REGULAR MEETING

CERTIFICATION

I, the Undersigned Authority, do hereby certify that the attached agenda of the Hidalgo County Regional Mobility Authority Board of Directors is a true and correct copy and that I posted a true and correct copy of said notice on the Hidalgo County Regional Mobility Authority Web Page (www.hcrma.net) and the bulletin board in the Hidalgo County Court House (100 North Closner, Edinburg, Texas 78539), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 6th day of December 2018 at 12:00 pm and will remain so posted

continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Maria E. Alaniz
Administrative Assistant

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

PUBLIC COMMENT POLICY

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

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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> 12/03/18 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 12/11/18 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **REVIEW OF PROPOSED FISCAL YEAR 2019 OPERATING AND CAPITAL BUDGET**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Review of proposed Fiscal Year 2019 Operating and Capital Budget
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: **Review only.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
11. Chief Development Engineer's Recommendation: Approved Disapproved X None
12. Chief Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: Approved Disapproved X None



Memorandum

November 29, 2018

To: S. David Deanda, Jr., Chairman

From: Pilar Rodriguez, Executive Director

Jose H. Castillo, Chief Financial Officer 

Subject: 2019 Budget

Background

As provided by law and good business practice, the Hidalgo County Regional Mobility Authority preliminary budget as recommended for 2019 year 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 SH 365 Toll Project are determined and amended budget for the project will be submitted.

Overview of the Budget

The budget for 2019 as presented basically reflects the same totals as last year's budget-- total spending at \$6.7M—with \$2.7 for operations and \$3.9M for debt service.

General Fund – Within the General Fund, the Vehicle Registration Fees were estimated to remain stable over the estimate for 2019 and an increase in the overweight permit fees. Spending is anticipated to decrease by \$65,578.

- The 2019 proposed budget is divided into four (4) Departments:
 - Administration Office with a proposed budget of \$1,211,700;
 - Construction Department with a proposed budget of \$886,467;
 - Program Management Department with a proposed budget of \$630,300 and a new department;
 - ROW Operations Department with a proposed budget of \$7,200. The purpose of this department is to record maintenance and related expenses associated with currently completed projects and future projects.

- The 2018 budget authorized 17 positions, which remained the same for the 2019 proposed budget. Total compensation, including fringe benefits, and administrative fees amount to \$2,009,117. Consisting of:
 - Administration--\$748,150;
 - Construction management--\$731,067; and
 - Program management--\$499,200.

As reflected in the budget summary, the bond coverage ratio for the VRF Series 2013 Bond is still manageable at 1.69 coverage ratio and the number of days in working capital at 436 days.

Debt Service Funds

Debt service requirement for the current revenue bond series 2013 is estimated at \$3.9M. Additionally, \$1.0M will be transferred from current excess vehicle registration fees as required by the State Infrastructure Bank Loan (SIB) agreement.

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 2019 Budget be approved and adopted as presented.

<p align="center">Hidalgo County Regional Mobility Authority 2019 Combined Budget Summary All Funds</p>
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	Beginning Net Position	Projected Revenues	Transfers In	Transfers Out
General Fund				
General Fund	\$ 3,136,268	\$ 7,925,000	\$ -	\$ (5,057,344)
Total General Fund	<u>\$ 3,136,268</u>	<u>\$ 7,925,000</u>	<u>\$ -</u>	<u>\$ (5,057,344)</u>
Debt Service Funds				
Senior Lein Vehicle Registration Fee Series 2013 Revenue and Refunding Bonds	\$ 353,550	\$ 10,000	\$ 3,974,912	\$ -
Junior Lein Revenue Bond, Taxable Series 2016	<u>3,192,461</u>	<u>55,000</u>	<u>1,082,432</u>	<u>-</u>
Tota Debt Service Fund	<u>\$ 3,546,011</u>	<u>\$ 65,000</u>	<u>\$ 5,057,344</u>	<u>\$ -</u>
TOTALS	<u><u>\$ 6,682,279</u></u>	<u><u>\$ 7,990,000</u></u>	<u><u>\$ 5,057,344</u></u>	<u><u>\$ (5,057,344)</u></u>

Operations	Capital Assets	Debt Service	Total Appropriations	Revenue Over/Under Expenses	Estimated Ending Net Position
\$ 2,631,667	\$ 104,000	\$ -	\$ 2,735,667	\$ 131,989	\$ 3,268,257
\$ 2,631,667	\$ 104,000	\$ -	\$ 2,735,667	\$ 131,989	\$ 3,268,257
\$ -	\$ -	\$ 3,974,912	\$ 3,974,912	\$ 10,000	\$ 363,550
-	-	-	-	1,137,432	4,329,893
\$ -	\$ -	\$ 3,974,912	\$ 3,974,912	\$ 1,147,432	\$ 4,693,443
\$ 2,631,667	\$ 104,000	\$ 3,974,912	\$ 6,710,579	\$ 1,279,421	\$ 7,961,700

Hidalgo County Regional Mobility Authority
General Fund Budget Summary
For Year Ending December 31, 2019



	Actual 2017	Budget 2018	Estimated 2018	Budget 2019
Beginning Working Capital	\$ 7,223,599	\$ 2,126,984	\$ 2,371,807	\$ 3,136,268
Revenues				
Vehicle Registration Fees	5,926,870	6,500,000	6,500,000	6,700,000
Permit fees oversize	393,309	945,000	1,000,000	1,200,000
Interest Income	37,737	30,000	25,000	25,000
Other income	59,264	-	60,500	-
Total Revenues	6,417,180	7,475,000	7,585,500	7,925,000
Expenditures				
Summary				
Personnel Services	995,571	1,956,345	1,067,918	1,978,417
Supplies	8,108	30,000	8,250	27,000
Other Services and Charges	348,833	555,900	478,750	497,050
Maintenance	120	108,000	219,000	76,000
Non-capital Outlay	97,980	76,000	8,600	53,200
Capital Outlay	8,606	75,000	-	104,000
Total Expenditures	1,459,218	2,801,245	1,782,518	2,735,667
Net Increase Before Other Financing Sources (Uses)	4,957,962	4,673,755	5,802,982	5,189,333
Other Financing Sources (Uses):				
Transfers-In (Out)				
Capitalized const.-CIP	(1,493,232)	-	-	-
Transfer-out VRF 13 Bonds	(3,300,000)	-	-	-
Debt Service Fund - VRF 2013 Bonds	(3,976,522)	(3,976,913)	(3,976,913)	(3,974,912)
Debt Service Fund - SIB Loan	(1,040,000)	(1,061,208)	(1,061,608)	(1,082,432)
Total Other Financing Uses	(9,809,754)	(5,038,121)	(5,038,521)	(5,057,344)
Net Increase (Decrease) After Other Financing Sources (Uses)	(4,851,792)	(364,366)	764,461	131,989
Ending Working Capital	<u>\$ 2,371,807</u>	<u>\$ 1,762,618</u>	<u>\$ 3,136,268</u>	<u>\$ 3,268,257</u>
Operating Expenditures per Day	\$ 3,998	\$ 7,675	\$ 4,884	\$ 7,495
No. of Days of Operating Expenditures in Working Capital	593	230	642	436
Bond Coverage Ratio: VRF Series 2013 Bonds	1.49	1.63	1.63	1.69



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:	2017	2018	2018	2019
Personnel Services				
Salaries and Wages	\$ 811,204	\$ 1,592,469	\$ 828,125	\$ 1,614,867
Employee Benefits	167,567	330,726	222,693	330,400
Administrative Cost	16,800	33,150	17,100	33,150
Supplies	8,108	30,000	8,250	27,000
Other Services and Charges	348,833	555,900	478,750	497,050
Maintenance	120	108,000	219,000	76,000
Operations Subtotal	1,352,632	2,650,245	1,773,918	2,578,467
Capital Outlay	106,586	151,000	8,600	157,200
Total Expenditures	\$ 1,459,218	\$ 2,801,245	\$ 1,782,518	\$ 2,735,667
PERSONNEL				
Exempt	6	7	6	8
Non-Exempt	2	10	2	9
Part-Time	1	-	1	-
Total Positions Authorized	9	17	9	17

Contact Us:

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

MAJOR FY 2019 GOALS

- 1.) Begin construction of the 365 Toll Project**
- 2.) Enviornmental clearance commplete document for the International Bridge Trade Corridor Project.**

Mission Statement:

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Department Summary

	Actual	Budget	Estimated	Budget
Expenditure Detail:	2017	2018	2018	2019

COMPENSATION

Exempt

Executive Director	199,975	\$ 200,000	\$ 163,600	\$ 200,000
Chief Auditor/Compliance/Officer	99,819	99,809	102,000	101,816
Chief Financial Officer	33,311	130,000	36,300	130,000
ROW Acquisition Coordinator	77,714	78,797	77,500	78,797
Supplemental pay	22,543	-	-	-

Total Exempt

433,362	508,606	379,400	510,613
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Non-Exempt

Administrative Assistant II	39,781	39,500	41,200	40,487
Contingency		11,878	-	17,600

Total Non-Exempt

39,781	51,378	41,200	58,087
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Other

Overtime	107	-	200	500
Vehicle Allowance	22,800	30,000	20,700	30,000
Phone Allowance	5,100	6,300	4,725	6,300

Total Other

28,007	36,300	25,625	36,800
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Sub-Total

501,150	596,284	446,225	605,500
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Benefits/Other:

Social Security	30,622	45,616	33,093	49,300
Health Insurance	20,304	31,901	26,600	32,000
Retirement	38,195	48,538	33,400	51,600
Administrative Fee	9,750	9,750	9,300	9,750

Total Compensation and Adm. Fees

600,021	732,089	548,618	748,150
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SUPPLIES

Office Supplies	3,129	10,000	5,000	10,000
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Total Supplies

3,129	10,000	5,000	10,000
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OTHER SERVICES & CHARGES

Janitorial	-	-	1,000	1,000
Utilities	1,852	2,400	2,000	2,400
Contractual Adm/IT Services	-	10,000	54,000	13,000
Dues & Subscriptions	29,528	30,000	13,000	30,000
Subscriptions-software	-	5,000	6,400	3,500
Postage/FedEx/Courier Services	2,175	3,000	2,300	3,000
General Liability	3,250	5,000	5,000	5,000
Insurance - E&O	-	1,500	1,500	1,500
Insurance - Surety	693	800	800	800
Insurance - LOC	1,236	500	550	550

Insurance - Other	-	1,500	2,500	2,500
Business Meals	-	-	1,200	1,000
Advertising	9,653	10,000	4,500	4,000
Training	1,685	8,000	6,000	8,000
Travel	5,774	15,000	4,000	15,000
Printing	9,270	12,000	8,500	10,000
Accounting & Auditing	28,298	33,000	29,000	25,000
Legal services	52,816	50,000	42,000	50,000
Legal services-gov. affairs	130,000	120,000	120,000	120,000
Financial consulting fees	9,600	32,000	1,900	2,000
Insurance consultant	-	-	9,000	7,000
Rental - Office	23,635	60,000	49,000	54,000
Rental - Office Equipment	9,888	10,000	8,300	8,500
Rental- Other	550	5,000	-	1,000
Contractual Website Services	2,400	2,400	2,400	2,400
Penalties & Interest	-	500	100	500
Miscellaneous	1,673	500	-	500
Total Other Services & Charges	323,976	418,100	374,950	372,150
<u>MAINTENANCE</u>				
Building Remodel	-	100,000	215,000	65,000
Maintenance and Repairs	120	8,000	4,000	5,000
Total Maintenance	120	108,000	219,000	70,000
<u>CAPITAL OUTLAY</u>				
Software	-	5,000	-	5,000
Non-capital	-	5,000	3,600	6,400
Total Capital Outlay	-	10,000	3,600	11,400
Total Expenditures	\$ 927,246	\$ 1,278,189	\$ 1,151,168	\$ 1,211,700

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 2017	Budget 2018	Estimated 2018	Budget 2019
COMPENSATION				
Exempt				
Construction Engineer	\$ 121,736	\$ 123,000	\$ 126,000	\$ 126,000
Supplemental pay	7,236	-	-	-
Total Exempt	128,972	123,000	126,000	126,000
Non-Exempt				
Construction Inspector Sr	-	65,000	-	65,000
Construction Inspectors (4)	-	220,000	-	220,000
Construction Records Specialist	41,534	41,500	42,900	42,538
Administrative Assistant III	51,995	52,729	53,200	52,729
Contingency	-	12,481	-	16,700
Total Non-Exempt and Contingency	93,529	391,710	96,100	396,967
Other				
Overtime	-	25,000	-	25,000
Vehicle Allowance	7,200	43,200	20,700	43,200
Phone Allowance	3,600	10,800	4,700	9,600
Total Other	10,800	79,000	25,400	77,800
Sub-Total	233,301	593,710	247,500	600,767
Benefits/Other:				
Social Security	17,031	45,419	33,100	42,800
Health Insurance	18,998	26,869	25,600	27,000
Retirement	18,990	48,328	33,400	44,900
Administrative Fee	5,850	15,600	5,850	15,600
Total Compensation and Adm. Fees	294,170	729,926	345,450	731,067
SUPPLIES				
Office Supplies	1,273	5,000	2,500	5,000
Small Tools	3,706	10,000	500	10,000
Total Supplies	4,979	15,000	3,000	15,000
OTHER SERVICES & CHARGES				
Janitorial	3,120	3,200	2,900	600
Utilities	572	3,400	3,400	600
Uniforms	-	4,700	-	6,000
Dues & Subscriptions	448	2,000	1,000	2,000
Subscriptions-software	-	22,000	22,800	27,000
Advertising	-	8,000	-	2,500
Training	1,870	2,000	3,000	5,000
Travel	3,128	7,500	2,000	8,000
Rental-Office	4,200	16,800	16,800	2,800
Rental-Office Equipment	4,795	2,700	3,200	3,200
Rental-Other	-	1,500	-	1,500
Total Other Services & Charges	18,133	73,800	55,100	59,200
CAPITAL OUTLAY				
Capital Outlay	-	51,000	-	54,000
Non-Capitalized	-	26,000	-	27,200
	-	77,000	-	81,200
Total Expenditures	\$ 317,282	\$ 895,726	\$ 403,550	\$ 886,467

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Department Summary

	Actual	Budget	Estimated	Budget
Expenditure Detail:	2017	2018	2018	2019
<u>COMPENSATION</u>				
Exempt				
Deputy Executive Dir./Program Mgr.	\$ -	\$ 150,000	\$ -	\$ 150,000
Chief Development Engineer	71,907	123,000	126,000	126,000
Designer	-	70,000	-	70,000
Total Exempt	71,907	343,000	126,000	346,000
Non-Exempt				
Administrative Assistant I	-	31,000	-	31,000
Contingency	-	9,275	-	11,900
Total Non-Exempt and Contingency	-	40,275	-	42,900
Other				
Overtime	-	-	-	500
Vehicle Allowance	4,154	14,400	7,200	14,400
Phone Allowance	692	4,800	1,200	4,800
Total Other	4,846	19,200	8,400	19,700
Sub-Total	76,753	402,475	134,400	408,600
Benefits/Other:				
Social Security	5,626	30,789	9,800	30,300
Health Insurance	11,794	20,505	17,500	20,500
Retirement	6,007	32,761	10,200	32,000
Administrative Fee	1,200	7,800	1,950	7,800
Total Compensation and Adm. Fees	101,380	494,331	173,850	499,200
<u>SUPPLIES</u>				
Office Supplies	-	5,000	250	2,000
Total Supplies	-	5,000	250	2,000
<u>OTHER SERVICES & CHARGES</u>				
Dues & Subscriptions	2,098	2,500	1,000	2,500
Subscriptions-Software	-	52,000	45,500	54,000
Training	350	2,500	1,200	3,000
Travel	4,276	7,000	1,000	5,000
Total Other Services & Charges	6,724	64,000	48,700	64,500
<u>CAPITAL OUTLAY</u>				
Capital	8,606	19,000	-	45,000
Non-capitalized	97,980	45,000	5,000	19,600
Total Capital Outlay	106,586	64,000	5,000	64,600
Total Expenditures	\$ 214,690	\$ 627,331	\$ 227,800	\$ 630,300

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Department Summary

	Actual	Budget	Estimated	Budget
Expenditure Detail:	2017	2018	2018	2019
<u>MAINTENANCE</u>	-	-	-	-
Maintenance and Repairs-BSIF	-	-	-	6,000
Total Maintenance	-	-	-	6,000
<u>OTHER SERVICES & CHARGES</u>				
Utilities-BSIF	-	-	-	1,200
Total Other Services & Charges	-	-	-	1,200
Total Expenditures	\$ -	\$ -	\$ -	\$ 7,200

Hidalgo County Regional Mobility Authority
DEBT SERVICE FUND
Senior Lein Vehicle Registration Fee Series 2013 Revenue and Refunding Bonds
Fund Balance Summary
For Year Ending December 31, 2019

www.hcrma.net



	Actual 2017	Budget 2018	Estimated 2018	Budget 2019
Beginning Fund Balance	\$ 326,136	\$ 329,860	\$ 336,350	\$ 353,550
Revenues:				
Interest	7,955	-	18,000	10,000
Total Revenues	<u>7,955</u>	<u>-</u>	<u>18,000</u>	<u>10,000</u>
Expenditures:				
Principal	1,140,000	1,175,000	1,175,000	1,220,000
Interest and Fee Expenses	<u>2,835,262</u>	<u>2,801,913</u>	<u>2,801,913</u>	<u>2,754,912</u>
Total Debt Service Expenditures	<u>3,975,262</u>	<u>3,976,913</u>	<u>3,976,913</u>	<u>3,974,912</u>
Total Expenditures	<u>3,975,262</u>	<u>3,976,913</u>	<u>3,976,913</u>	<u>3,974,912</u>
Other Financing Sources:				
Transfer-in General Fund	<u>3,977,521</u>	<u>3,976,913</u>	<u>3,976,113</u>	<u>3,974,912</u>
Total Other Financing Sources	<u>3,977,521</u>	<u>3,976,913</u>	<u>3,976,113</u>	<u>3,974,912</u>
Ending Fund Balance	<u><u>\$ 336,350</u></u>	<u><u>\$ 329,860</u></u>	<u><u>\$ 353,550</u></u>	<u><u>\$ 363,550</u></u>

Hidalgo County Regional Mobility Authority
DEBT SERVICE FUND
Junior Lein Revenue Bond, Taxable Series 2016A
Fund Balance Summary
For Year Ending December 31, 2019

www.hcrma.net



	Actual 2017	Budget 2018	Estimated 2018	Budget 2019
Beginning Fund Balance	\$ 1,020,874	\$ 2,077,400	\$ 2,080,853	\$ 3,192,461
Revenues:				
Interest	19,979	25,000	50,000	55,000
Total Revenues	<u>19,979</u>	<u>25,000</u>	<u>50,000</u>	<u>55,000</u>
Expenditures:				
Principal	-	-	-	-
Interest Expense	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Debt Service Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Other Financing Sources:				
Transfer-in General Fund	<u>1,040,000</u>	<u>1,061,208</u>	<u>1,061,608</u>	<u>1,082,432</u>
Total Other Financing Sources	<u>1,040,000</u>	<u>1,061,208</u>	<u>1,061,608</u>	<u>1,082,432</u>
Ending Fund Balance	<u><u>\$ 2,080,853</u></u>	<u><u>\$ 3,163,608</u></u>	<u><u>\$ 3,192,461</u></u>	<u><u>\$ 4,329,893</u></u>

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Workshop

Item 2

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> 12/03/18 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 12/11/18 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **REVIEW OF 2019-2023 STRATEGIC PLAN UPDATE FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY LOOP SYSTEM.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Review of 2019-2023 Strategic Plan Update for the Hidalgo County Regional Mobility Authority Loop System
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: **Review only.**
6. Planning Committee's Recommendation: Approved Disapproved X None
7. Finance Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
11. Chief Development Engineer's Recommendation: Approved Disapproved X None
12. Chief Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: Approved Disapproved X None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA Board of Directors

S. David Deanda, Jr., Chairman
Forrest Runnels, Vice-Chairman
Ricardo Perez, Secretary/Treasurer
R. David Guerra, Director
Paul S. Moxley, Director
Alonzo Cantu, Director
Ezequiel Reyna, Jr., Director

HCRMA Staff

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

General Engineering Consultant

HDR ENGINEERING, INC.

Strategic Plan Update 2019-2023



2019-2023 STRATEGIC PRIORITIES

US 83 Relief Route
(Seg. 1 Frontage Rds)
Constr. Cost: \$87.2M
Tot. Dev. Cost: \$122.5M
* Incl. \$30.5M in Prop 1 Funding.

365 TOLL (Segs. 1 & 2)
Constr. Cost (2018): \$185M*
Tot. Dev. Cost: \$232.5M
* TxDOT grants for \$126.4M for construction, \$22.21M SIB Loan for Row/Utils, and rem. funds by local sources/toll revenue bonds.

Section C
Constr. Cost: \$407M
Tot. Dev. Cost: \$544M

Section A (West)
Constr. Cost: \$135M
Tot. Dev. Cost: \$175M

FM 1925 (Seg. 1 & 2 from I-69C to I-69E)
Constr. Cost: \$190M
Tot. Dev. Cost: \$255M
* Joint project between HCRMA, CCRMA, and TxDOT.

SH 68 (Seg. 1 Frontage Rds)
Constr. Cost: \$55M
Tot. Dev. Cost: \$95M
* TxDOT grants for \$85M.

IBTC (Segs. 1 - 3)
Constr. Cost (2018): \$82.6M
Tot. Dev. Cost: \$132.3M
* Significant shovel ready activity funded by HCRMA. \$12M in VRF Match funds assigned for ROW. NEPA Clearance by Early 2020.

365 Seg. 3
Closeout achieved 11/2018, facility open to traffic.

Project

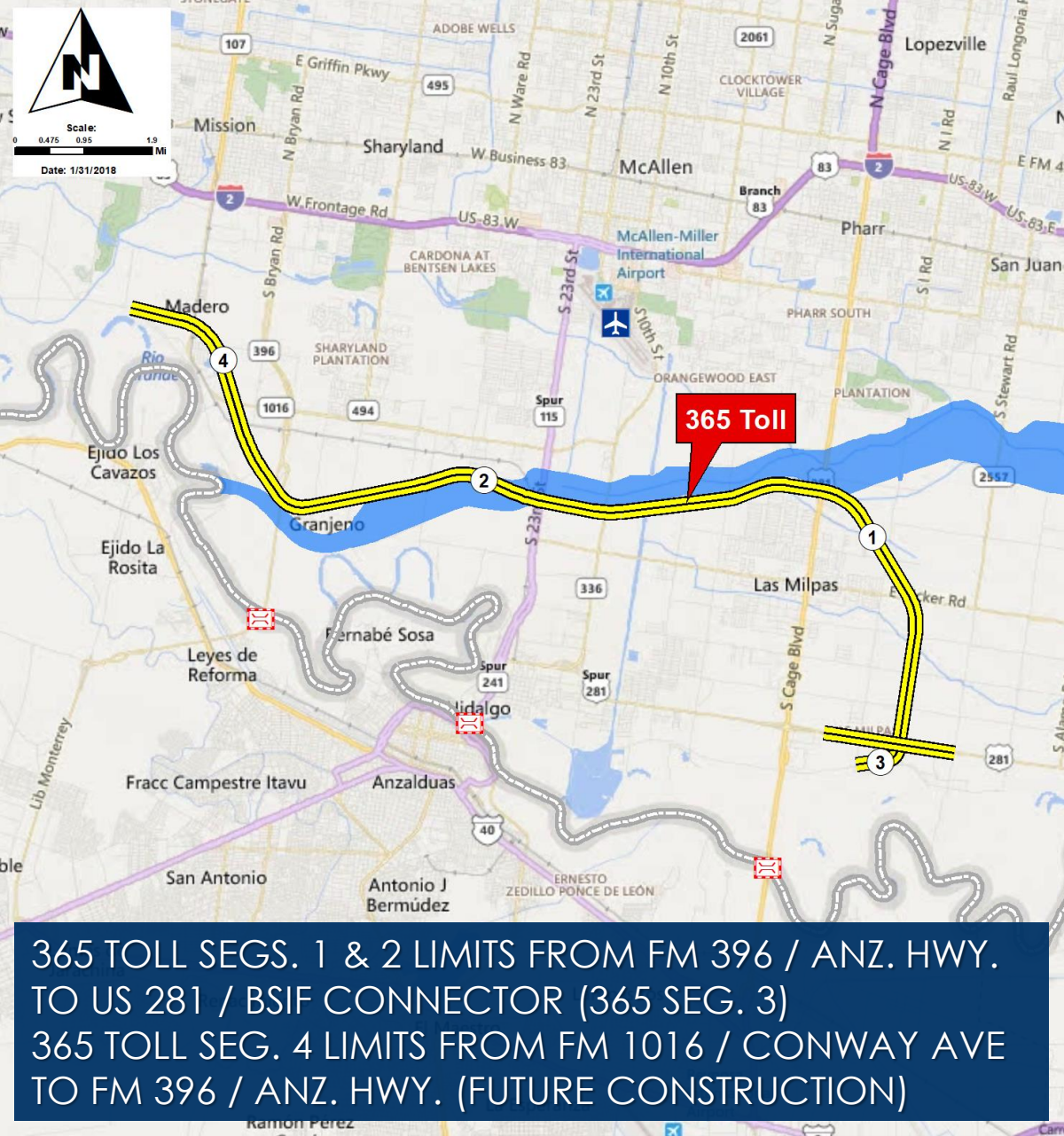
- 0010 IBTC
- 0030 365 TOLL
- 0040 Section A West
- 0050 US 83 Relief Route
- 0060 Section C
- 0070 SH 68

FM1925 SH 68 to US 77

- PH1 FM 491 to US 77
- PH2 SH 68 to FM 491

SCALE: 1 inch = 4 miles

AUTHOR: Eric Davila, PE, PMP, CFM
DATE: 12/3/2018



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



MAJOR MILESTONES:

NEPA CLEARANCE
07/03/2015

98% ROW AS OF
09/30/2018

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

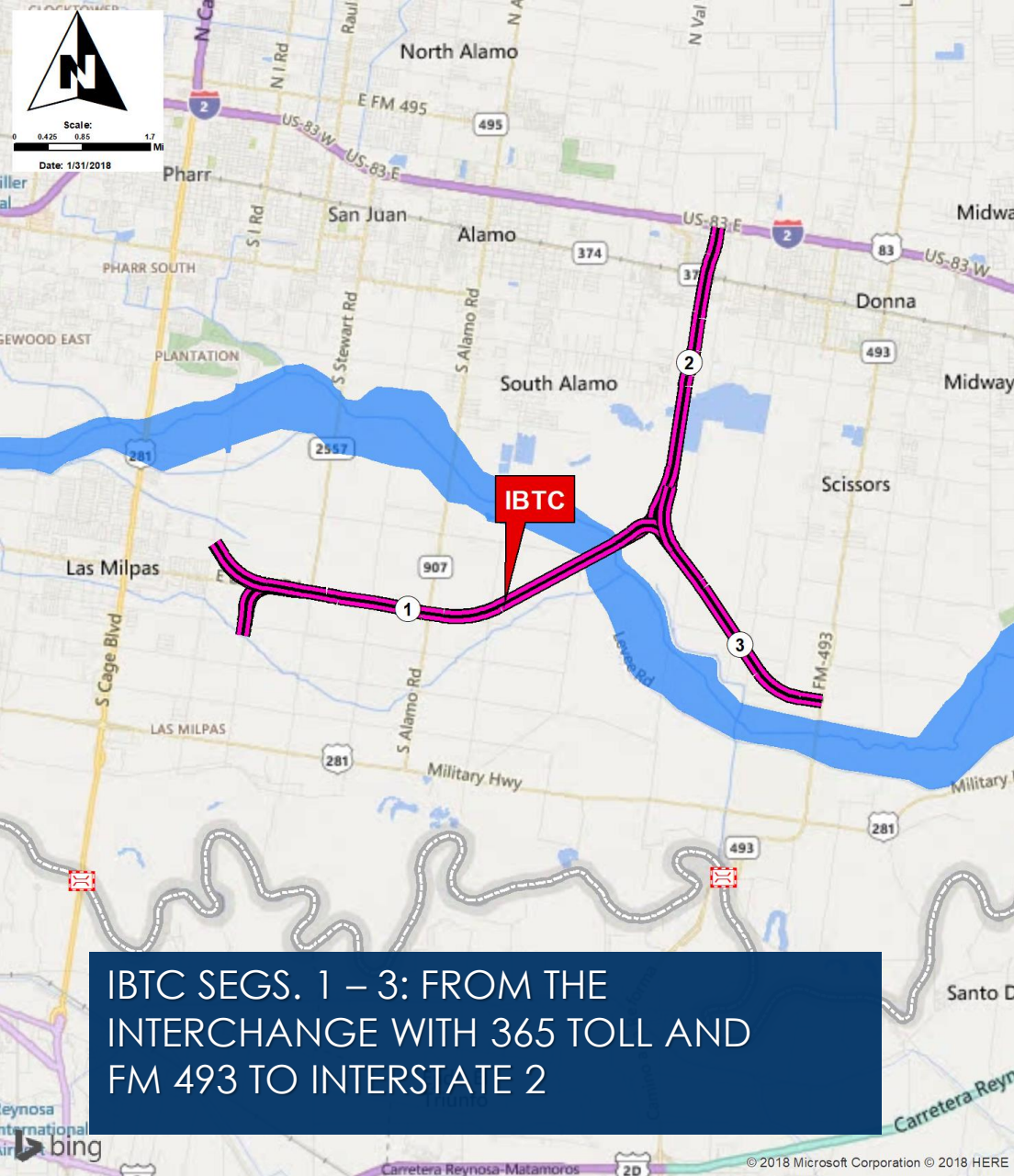
PH 2: 365 TOLL
SEGS. 1 & 2 –
LET: 10/2017
RE-BID: TBD



► 365 TOLL UPDATES SINCE 2016



- ❑ 365 Seg. 3 (US 281/BSIF Connector) construction was formally accepted by TxDOT November 2018.
- ❑ Anticipating 2nd SIB Loan Disbursement to purchase remaining ROW and relocate utilities.
- ❑ Milestones
 - 365 Toll (Segs. 1 & 2) was let November 2017.
 - The Low Bidder was conditionally awarded contract April 2018.
 - Value Engineering Change Proposal were instituted in CO#2, but could not arrive at a financeable amount.
 - Project to be re-scoped and re-bid with potential limit changes and VECP innovation (which include items for locally-available materials).



IBTC

MAJOR MILESTONES:

OBTAINED EA ENV
CLASSIF.: 11/2017

EST. NEPA
CLEARANCE: 03/2020

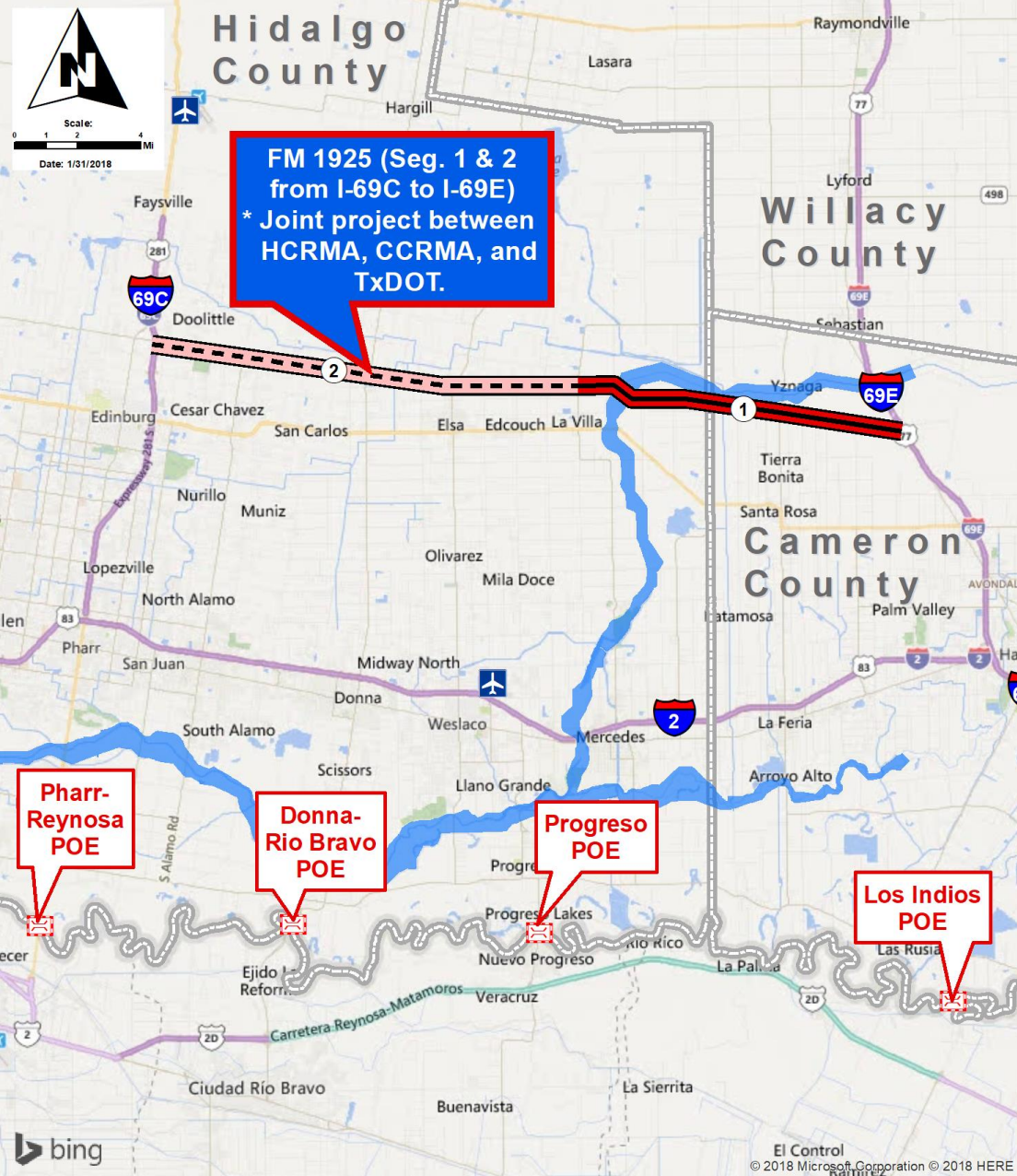
EST. LETTING: 01/2021
EST. OPEN: 06/2024



► IBTC UPDATES SINCE 2016

- ❑ Project re-scoped as a non-toll project with frontage roads from 365 Toll to Valleyview Interchange, mainlanes up to I-2, and connector road to FM 493.
- ❑ Milestones:
 - Obtained Env. Assessment Classification (11/2017)
 - Allocated remaining UTP VRF Matching Funds (\$12,068,412) for IBTC ROW (05/2018)
 - Anticipated NEPA Clearance (03/2020)
 - Estimated Contract Letting Start (01/2021)
 - Facility to Open to Traffic (06/2024)





FM 1925

(COLLABORATION W/ TXDOT, CCRMA, AND HCRMA)

DESCRIPTION:

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



► FM 1925 UPDATES SINCE 2016

- ❑ New project listing to the plan
 - Project added in connection with an ILA with CCRMA.
 - Project selected for plan due to mutual interest with CCRMA and TxDOT to develop alternate east-west corridor to I-2 and connection from I-69C to I-69E.
 - As of December 2018 TxDOT is initiating a traffic study to justify a new location facility that covers:
 - Origin and destination study
 - Technical stakeholder/work group meetings
 - Feasibility study report
 - Public meetings
 - Production of a MetroQuest public involvement survey webpage





QUESTIONS?



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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> 12/03/18 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 12/11/18 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF MINUTES FOR REGULAR MEETING HELD NOVEMBER 27, 2018.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and Approval of Minutes for the Hidalgo County Regional Mobility Authority Board of Directors Regular Meeting held November 27, 2018.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: **Motion to approve the minutes for the Board of Director's Regular Meeting held November 27, 2018, as presented.**
6. Planning Committee's Recommendation: Approved Disapproved X None
7. Finance Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: X Approved Disapproved None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
11. Chief Development Engineer's Recommendation: Approved Disapproved X None
12. Chief Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: X Approved Disapproved None

STATE OF TEXAS
COUNTY OF HIDALGO
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

The Hidalgo County Regional Mobility Authority Board of Directors convened for a Workshop and Regular Meeting on **Tuesday, November 27, 2018**, at 5:30 pm at the Pharr City Hall City Commission Chambers, 2nd Floor, 118 South Cage Boulevard, Pharr, Texas, with the following present:

Board Members:	S. David Deanda, Jr., Chairman Forrest Runnels, Vice-Chairman Ricardo Perez, Secretary/Treasurer Alonzo Cantu, Director David Guerra, Director Paul S. Moxley Director Ezequiel Reyna, Jr., Director
Absent:	None
Staff:	Pilar Rodriguez, Executive Director Ramon Navarro, IV, Chief Construction Engineer Eric Davila, Chief Development Engineer Celia Gaona, Chief Auditor/Compliance Officer Jose Castillo, Chief Financial Officer Maria Alaniz, Administrative Assistant II Blakely Fernandez, Legal Counsel, Law Offices of Escobedo & Cardenas

PLEDGE OF ALLEGIANCE

Chairman Deanda led the Pledge of Allegiance.

INVOCATION

Ms. Gaona led the Invocation.

CALL TO ORDER FOR WORKSHOP

Chairman Deanda called the Workshop to order at 5:29 pm.

1. Review of the 2018 Annual Report for submission to the Texas Department of Transportation.
Mr. Pilar Rodriguez reviewed the 2018 Annual Report for submission to the Texas Department of Transportation.
2. Review of proposed Change Order Number 4 with Johnson Brothers Corporation for the 365 Tollway Project.
Mr. Pilar Rodriguez reviewed the proposed Change Order Number 4 with Johnson Brothers Corporation for the 365 Tollway Project.

ADJOURNMENT OF WORKSHOP

CALL TO ORDER FOR REGULAR MEETING AND ESTABLISH A QUORUM

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

1. REPORTS

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

2. CONSENT AGENDA.

Motion by Ezequiel Reyna, with a second by Paul Moxley, to approve the Consent Agenda. Motion carried unanimously.

- A. Approval of Minutes for the Regular Meeting held October 23, 2018.
Approved the Minutes for the Regular Meeting held October 23, 2018.
- B. Approval of Project & General Expense Report for the period from October 6, 2018 to November 5, 2018.
Approved the Project & General Expense Report for the period from October 6, 2018 to November 5, 2018.
- C. Approval of Financial Report for October 2018.
Approved the Financial Report for October 2018.
- D. Resolution 2018-69 – Approval of Work Authorization 5 to the Professional Service Agreement with C&M Associates, Inc. for Traffic & Revenue analysis of Scenario “I” for the 365 Tollway Project.
Approved Resolution 2018 – 69 – Approval of Work Authorization 5 to the Professional Service Agreement with C&M Associates, Inc. for Traffic & Revenue analysis of Scenario “I” for the 365 Tollway Project in the amount of \$18,375.00.
- E. Resolution 2018-70 – Approval of Contract Amendment 6 to the Professional Service Agreement with C& M Associates to increase the maximum payable amount for Work Authorization Number 5.
Approved Resolution 2018 – 70 – Approval of Contract Amendment 6 to the Professional Service Agreement with C&M Associates to increase the maximum payable amount by \$18,375.00 for Work Authorization Number 5 for a revised maximum payable amount of \$167,636.55.

3. REGULAR AGENDA

- A. Resolution 2018 – 58 – Approval of a Professional Service Agreement with HDR Engineering to provide General Engineering Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority.
No Action.
- B. Resolution 2018-66 – Approval of Work Authorization 1 to the Professional Service Agreement with HDR for General Engineering Consultant Service for the 365 Tollway Projects.
No Action.
- C. Resolution 2018 – 61 – Approval of a reimbursement resolution expressing intent to finance expenditures to be incurred.
No Action.

- D. Resolution 2018-62 – Approval of Change Order Number 4 with Johnson Bros. Corporation for construction of the 365 Tollway Project from US 281/Military Highway to FM 396 (Anzalduas Highway).

Motion by David Guerra, with a second by Forrest Runnels, to dis-approve Resolution 2018-62 – Approval of Change Order Number 4 with Johnson Bros. Corporation for construction of the 365 Tollway Project from US 281/Military Highway to FM 396 (Anzalduas Highway). Motion carried unanimously

- E. Resolution 2018-67 – Approval of Amended and Restated Interlocal Agreement with the Texas Department of Transportation and the Hidalgo County Regional Mobility Authority for the overweight/oversize permit system.

Motion by Paul Moxley, with a second by Rick Perez, to approve Resolution 2018-67 – Approval of Amended and Restated Interlocal Agreement with the Texas Department of Transportation and the Hidalgo County Regional Mobility Authority for the overweight/oversize permit system. Motion carried unanimously.

4. CHAIRMAN'S REPORT

- A. None.

5. TABLED ITEMS

- A. None.

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

Motion by Forrest Runnels, with a second by Rick Perez, to enter into Executive Session to consult with the Board Attorney on legal issues pertaining to Items 6A, and 6H under Section 551.071 of the Texas Government Code at 5:38 pm. Motion carried unanimously.

Motion by Ezequiel Reyna, with a second by Forrest Runnels, to reconvene the regular board meeting at 6:01 pm. Motion carried unanimously.

- A. Consultation with Attorney on legal issues pertaining to the Texas Department of Transportation State Infrastructure Bank Loan for the 365 Tollway Project (Section 551.071 T.G.C.).

No action taken.

- B. Consultation with Attorney on legal issues pertaining to Professional Service Agreements for Engineering, Surveying and Environmental Services (Section 551.071 T.G.C.).

No action taken.

- C. Consultation with Attorney on legal issues pertaining to the acquisition of real property for various parcels for the 365 Tollway Project and International Bridge Trade Corridor Project (Sections 551.071 and 551.072 T.G.C.).

No action taken.

- D. Consultation with Attorney on legal issues pertaining to the acquisition, including the use of Eminent Domain, for property required to complete the project alignments of the 365 Tollway Project (Sections 551.071 and 551.072 T.G.C.).

No action taken.

- E. Consultation with Attorney on legal issues pertaining to the Environmental Clearance Document for the International Bridge Trade Corridor Project (Section 551.071 T.G.C.).

No action taken.

- F. Consultation with Attorney on legal issues pertaining to the issuance of one or more Series of Hidalgo County Regional Mobility Authority bonds and related agreements and provisions relating to the subject (Section 551.071 T.G.C.).

No action taken.

- G. Consultation with Attorney on legal issues pertaining to the Toll System Installation, Integration and Maintenance Contract for the 365 Tollway Project (Section 551.071 T.G.C.).

No action taken.

- H. Consultation with Attorney on legal issues pertaining to the construction contract with Johnson Bros. Corporation for construction of the 365 Tollway Project from US 281/Military Highway to FM 396 (Anzalduas Highway) (Section 551.071 T.G.C.).

No action taken.

PUBLIC COMMENT

No Comments.

ADJOURNMENT

There being no other business to come before the Board of Directors, motion by Forrest Runnels, with a second by Rick Perez, to adjourn the meeting at 6:01 pm.

S. David Deanda, Jr, Chairman

Attest:

Ricardo Perez, 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> 12/03/18 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 12/11/18 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2018-76 – APPROVAL OF CONTRACT AMENDMENT 3 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING, INC. FOR A NO-COST TIME EXTENSION.**
 2. Nature of Request: (Brief Overview) Attachments: X Yes No

Consideration and Approval of Contract Amendment 3 to the Professional Service Agreement with HDR, Inc. to increase the maximum payable amount for Work Authorization Number 1 & 2.
 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 2018-76 – Approval of Contract Amendment 3 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension 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
-



☐ CMT Services

☐ Environmental

☒ Engineering **HDR Engineering, Inc.**

☐ Geo-Technical

☐ Surveying

CONTRACT AMENDMENT SUMMARY

RESOLUTION 2018-76

Original Contract Amount \$ 149,720

Amendment # 3

Amount \$ 0.00

Approved Amendments:

Resolution No.	Description	Amount
2017-69	Approval of Contract for GEC Services	\$ 149,719.96
2018-18	CA 1 Approval of WA2 VECP Svc for 365 Toll	\$ 54,204.85
2018-44	CA 2 No Cost time extension through 8/31/2018	\$ 0.00

Subtotal from Cont. Page \$ 0.00

Contract Amount **\$ 203,924.81**

Proposed Amendment

2018-76	CA 3 No Cost Time Extension	\$ 0.00
---------	-----------------------------	----------------

Goal and Options:

Approval of Contract Amendment No. 3 to the Professional Service Agreement with HDR, Engineering, Inc. for a no-cost time extension.

**Staff is recommending approval of this request in the amount of \$ 0.00
for a Revised Maximum Payable Amount of \$ 203,924.81**

E. Davila, Develop Eng

Requested by:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2018-76

APPROVAL OF CONTRACT AMENDMENT 3 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING, INC. FOR A NO-COST TIME EXTENSION.

THIS RESOLUTION is adopted this 11th day of December 2018 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 August 22, 2017 the Authority approved Resolution 2017-69 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Engineering Consultant Services to the Hidalgo County Regional Mobility Authority for a period not to exceed 12 months in the amount of \$149,719.96; and

WHEREAS, on April 24, 2017 the Authority approved Resolution 2017-70 Approval of a Work Authorization No 1 to the Professional Service Agreement with HDR Engineering, Inc. to provide the General Engineering Consultant Report for the 365TOLL Project in the amount of \$149,719.96; and

WHEREAS, on April 24, 2018 the Authority approved Resolution 2018-17 – Approval of Work Authorization 2 with HDR Engineering, Inc. for the 365 Tollway Value Engineering Change Proposal Session (VECP) Support in the amount of \$54,204.85;

WHEREAS, on April 24, 2018 the Authority approved Resolution 2018-18 – Approval of Contract Amendment 1 to the Professional Service Agreement with HDR Engineering, Inc. to increase the maximum payable amount for Work Authorization Number 2 in the amount of 54,204.85; and

WHEREAS, on July 24, 2018 the Authority approved Resolution 2018-44 – Approval of Contract Amendment 2 to the Professional Service Agreement with HDR Engineering, Inc. to a no-cost time extension; and

WHEREAS, the Authority finds it necessary to approve Resolution 2018-76 – Approval of Contract Amendment 3 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension.

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

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves the Contract Amendment 3 to the Professional Services Agreement with HDR Engineering, Inc. to provide General Engineering Consultant Services to the Hidalgo County Regional Mobility Authority through a no-cost time extension hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Contract Amendment 3 to the Professional Services Agreement for General Engineering Consultant Services as approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE
BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 11th day of
December 2018, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Rick Perez, Secretary/Treasurer

Exhibit A

Contract
Amendment 3
to the
Professional Service Agreement
with
HDR
Engineering,
Inc. for
General
Engineering
Consultant
Services for the
HCRMA

**CONTRACT AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
FOR GENERAL ENGINEERING CONSULTING SERVICES**

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

The following terms and conditions of the Agreement are hereby amended as follows:

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 February 28, 2019.

This Contract Amendment No. 3 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

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

AUTHORITY

By: _____

Name: Pilar Rodriguez

Title: Executive Director

Hidalgo County Regional Mobility Authority

Date: _____

GEC

By: _____

Name: David Weston

Title: Vice President/Area Manager

HDR Engineering, Inc.

Date: _____

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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> 12/03/18 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 12/11/18 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2018-77 – APPROVAL OF WORK AUTHORIZATION 1 SUPPLEMENTAL 2 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING, INC. FOR A NO-COST TIME EXTENSION.**

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

Consideration and Approval of Work Authorization 1 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension.

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 2018-77 – Approval of Work Authorization 1 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension 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



- ☐ CMT Services
- ☐ Environmental
- ☒ Engineering **HDR Engineering, Inc.**
- ☐ Geo-Technical
- ☐ Surveying

WORK AUTHORIZATION SUMMARY

RESOLUTION 2018-77

Work Authorization # 1 Supplemental # 2

Amount \$ 0.00

Approved Work Authorizations:

Resolution No.	Description	Amount
2017-70	WA No. 1 GEC Report	\$ 149,719.96
2018-17	WA No. 2 VECP Support for 365 TOLL	\$ 54,204.85
2018-51	WA No. 1 Suppl. 1 GEC Rpt No Cost Time Ext.	\$ 0.00
2018-52	WA No. 2 Supl. 1 VEPC No Cost Time Ext.	\$ 0.00
	WA No.	
Subtotal from Cont. Page		\$ 0.00
Total Approved WA		\$ 203,924.81

Proposed Work Authorization and/or Supplemental

2018-77	WA No. 1 Suppl. 2 No Cost Time Ext.	\$ 0.00
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Goal and Options:

To provide a no-cost time extension should HDR's services be needed in the interim while the new GEC Contract is being negotiated.

Staff is recommending approval of this request in the amount of \$ 0.00
Proposed total approved WA and/or Supplementals \$ 203,924.81

E. Davila, Develop Eng
Requested By:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2018-77

APPROVAL OF WORK AUTHORIZATION 1 SUPPLEMENTAL 2 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING, INC. FOR A NO-COST TIME EXTENSION.

THIS RESOLUTION is adopted this 11th day of December 2018 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 August 29, 2017 the Authority approved Resolution 2017-69 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Engineering Consultant Services to the Hidalgo County Regional Mobility Authority for a period not to exceed 12 months in the amount of \$149,719.96;

WHEREAS, on August 29, 2017 the Authority approved Resolution 2017-70 Approval of a Work Authorization No 1 to the Professional Service Agreement with HDR Engineering, Inc. to provide the General Engineering Consultant Report for the 365TOLL Project in the amount of \$149,719.96;

WHEREAS, on April 24, 2018 the Authority approved Resolution 2018-17 – Approval of Work Authorization 2 with HDR Engineering, Inc. for the 365 Tollway Value Engineering Change Proposal Session (VECP) Support in the amount of \$54,204.85;

WHEREAS, on August 24, 2018 the Authority approved Resolution 2018-18 – Approval of Contract Amendment 1 to the Professional Service Agreement with HDR Engineering, Inc. to increase the maximum payable amount for Work Authorization Number 2 in the amount of 54,204.85;

WHEREAS, on July 24, 2018 the Authority approved Resolution 2018-44 – Approval of Contract Amendment 2 to the Professional Service Agreement with HDR Engineering, Inc. to a no-cost time extension; and

WHEREAS, on August 28, 2018 the Authority approved Resolution 2018-51 – Approval of Work Authorization 1 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension; and

WHEREAS, on August 28, 2018 the Authority approved Resolution 2018-52 – Approval of Work Authorization 2 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension; and

WHEREAS, the Authority finds it necessary to approve Resolution 2018-77 – Approval of Work Authorization 1 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension.

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 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute the Contract to the Professional Services Agreement for General Engineering Consultant Services as approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 11th day of December 2018, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Rick Perez, Secretary/Treasurer

Exhibit A

Work
Authorization
No. 1
Supplemental
2 to the
Professional Service Agreement
with
HDR
Engineering,
Inc. for
General
Engineering
Consultant
Services for the
HCRMA

**SUPPLEMENTAL AGREEMENT NO. 2 TO WORK AUTHORIZATION NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
FOR GENERAL ENGINEERING CONSULTING SERVICES**

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

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 February 28, 2018.

This Supplemental Agreement No. 2 to Work Authorization No. 1 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

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

AUTHORITY

By: _____

Name: Pilar Rodriguez

Title: Executive Director

Hidalgo County Regional Mobility Authority

Date: _____

GEC

By: _____

Name: David Weston

Title: Vice President/Area Manager

HDR Engineering, Inc.

Date: _____

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> 12/03/18 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 12/11/18 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2018-78 – APPROVAL OF WORK AUTHORIZATION 2 SUPPLEMENTAL 2 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING, INC. FOR A NO-COST TIME EXTENSION.**

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

Consideration and Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension.

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 2018-78 – Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension 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



- ☐ CMT Services
- ☐ Environmental
- ☒ Engineering **HDR Engineering, Inc.**
- ☐ Geo-Technical
- ☐ Surveying

WORK AUTHORIZATION SUMMARY

RESOLUTION 2018-78

Work Authorization # 2 Supplemental # 2

Amount \$ 0.00

Approved Work Authorizations:

Resolution No.	Description	Amount
2017-70	WA No. 1 GEC Report	\$ 149,719.96
2018-17	WA No. 2 VECP Support for 365 TOLL	\$ 54,204.85
2018-51	WA No. 1 Suppl. 1 GEC Rpt No Cost Time Ext.	\$ 0.00
2018-52	WA No. 2 Suppl. 1 VEPC No Cost Time Ext.	\$ 0.00
2018-77	WA No. 1 Suppl. 2 No Cost Time Ext.	\$ 0.00
Subtotal from Cont. Page		\$ 0.00
Total Approved WA		\$ 203,924.81

Proposed Work Authorization and/or Supplemental

2018-78	WA No. 2 Suppl. 2 No Cost Time Extension	\$ 0.00
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Goal and Options:

To provide a no-cost time extension should HDR's services be needed in the interim while the new GEC Contract is being negotiated.

Staff is recommending approval of this request in the amount of \$ 0.00
Proposed total approved WA and/or Supplementals \$ 203,924.81

E. Davila, Develop Eng
Requested By:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2018-78

APPROVAL OF WORK AUTHORIZATION 2 SUPPLEMENTAL 2 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING, INC. FOR A NO-COST TIME EXTENSION.

THIS RESOLUTION is adopted this 11th day of December 2018 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 August 29, 2017 the Authority approved Resolution 2017-69 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Engineering Consultant Services to the Hidalgo County Regional Mobility Authority for a period not to exceed 12 months in the amount of \$149,719.96; and

WHEREAS, on August 29, 2017 the Authority approved Resolution 2017-70 Approval of a Work Authorization No 1 to the Professional Service Agreement with HDR Engineering, Inc. to provide the General Engineering Consultant Report for the 365TOLL Project in the amount of \$149,719.96; and

WHEREAS, on April 24, 2018 the Authority approved Resolution 2018-17 – Approval of Work Authorization 2 with HDR Engineering, Inc. for the 365 Tollway Value Engineering Change Proposal Session (VECP) Support in the amount of \$54,204.85; and

WHEREAS, on August 24, 2018 the Authority approved Resolution 2018-18 – Approval of Contract Amendment 1 to the Professional Service Agreement with HDR Engineering, Inc. to increase the maximum payable amount for Work Authorization Number 2 in the amount of 54,204.85; and

WHEREAS, on July 24, 2018 the Authority approved Resolution 2018-44 – Approval of Contract Amendment 2 to the Professional Service Agreement with HDR Engineering, Inc. to a no-cost time extension; and

WHEREAS, on August 28, 2018 the Authority approved Resolution 2018-51 – Approval of Work Authorization 1 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension; and

WHEREAS, on August 28, the Authority approved Resolution 2018-52 – Approval of Work Authorization 2 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension; and

WHEREAS, the Authority finds it necessary to approve Resolution 2018-77 – Approval of Work Authorization 1 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension; and

WHEREAS, the Authority finds it necessary to approve Resolution 2018-78 – Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension.

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 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute the Contract to the Professional Services Agreement for General Engineering Consultant Services as approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 11th day of December 2018, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Rick Perez, Secretary/Treasurer

Exhibit A

Work
Authorization
No. 2
Supplemental
2 to the
Professional Service Agreement
with
HDR
Engineering,
Inc. for
General
Engineering
Consultant
Services for the
HCRMA

**SUPPLEMENTAL AGREEMENT NO. 2 TO WORK AUTHORIZATION NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
FOR GENERAL ENGINEERING CONSULTING SERVICES**

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

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 February 28, 2018.

This Supplemental 2 to Work Authorization No. 2 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

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

AUTHORITY

By: _____

Name: Pilar Rodriguez

Title: Executive Director

Hidalgo County Regional Mobility Authority

Date: _____

GEC

By: _____

Name: David Weston

Title: Vice President/Area Manager

HDR Engineering, Inc.

Date: _____

Item 2E

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2E </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 12/03/18 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 12/11/18 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2018-73 APPROVAL OF SUPPLEMENTAL 2 TO THE PROFESSIONAL SERVICE AGREEMENT WITH THE SENDERO ACQUISITIONS FOR A NO-COST TIME EXTENSION TO PROVIDE RIGHT-OF-WAY ACQUISITION SERVICES FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of Resolution 2018-73 – Approval of Supplemental 2 to the PSA with Sendero Acquisitions for a no-cost time extension for ROW services to the HCRMA.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: **Motion to approve Resolution 2018-73 – Approval of Supplemental 2 to the Professional Service Agreement with Sendero Acquisitions for a No-Cost Time Extension to provide Right-of-Way acquisition services for the Hidalgo County Regional Mobility Authority, as presented.**
6. Planning Committee's Recommendation: Approved Disapproved X None
7. Finance Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: X Approved Disapproved None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
11. Chief Development Engineer's Recommendation: X Approved Disapproved None
12. Chief Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: X Approved Disapproved None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2018- 73

APPROVAL OF CONTRACT TIME EXTENSION FOR SENDERO
ACQUISITIONS, LP., FOR RIGHT OF WAY AGENT SERVICES
FOR 365 TOLLWAY AND INTERNATIONAL BRIDGE TRADE
CORRIDOR PROJECTS

THIS RESOLUTION is adopted this 11th day of December, 2018, 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, the Authority has adopted a Strategic Plan that prioritizes the State Highway 365 (SH 365), International Bridge Trade Corridor (IBTC) and State Highway 68 (SH 68) Projects; and

WHEREAS, on December 10, 2013, the Authority closed on the Vehicle Registration Fee Revenue and Refunding Bond Series 2013 and has programmed the funds for the advance project development of the SH 365 and IBTC Projects; and

WHEREAS, the Authority solicited Statement of Qualifications for Right of Way Agent Services for the State Highway 365 and International Bridge Trade Corridor Projects; and

WHEREAS, on September 27, 2013, the Authority received a single response to the request for Statement of Qualifications for Right of Way Agent Services for the State Highway 365 and International Bridge Trade Corridor Project; and

WHEREAS, on December 18, 2013, the Authority authorized HCRMA staff to negotiate with the single response to the Statement of Qualifications for Right of Way Agent Services; and

WHEREAS, HCRMA staff has negotiated a Professional Service Agreement with AR\WS Texas LP for Right of Way Agent Services, hereto attached as Exhibit A; and

WHEREAS, on March 19, 2014, the Authority awarded a Professional Service Agreement to AR\WS Texas LP for Right of Way Agent Services; and

WHEREAS, on March 28, 2017, the Board approved Resolution 2017-28 approving Supplemental 1 to the Professional Service Agreement with Sendero Acquisitions, LP., (Assignment of contract from AR/WS Texas LP) for a no-cost time extension (March 31, 2017 to December 31, 2018) to provide Right of Way Services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, the Authority finds it necessary to extend the Professional Service Agreement with Sendero Acquisition, LP, to provide Right of Way Services to the Hidalgo County Regional Mobility Authority;

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

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

Section 2. The Board approves Supplemental 2 to the Professional Service Agreement with Sendero Acquisitions, LP., to provide Right of Way Agent Services to the Hidalgo County Regional Mobility Authority for the 365 Tollway and International Bridge Trade Corridor Projects, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Supplemental 2 to the Professional Service Agreement for Right of Way Agent Services with Sendero Acquisitions, LP.

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 11th day of December, 2018, at which meeting a quorum was present.

S. David Deanda, Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

SUPPLEMENTAL 2 TO THE PROFESSIONAL SERVICE AGREEMENT

WITH

SENDERO ACQUISITIONS, LP

FOR

RIGHT OF WAY

EXHIBIT B

PROFESSIONAL SERVICE AGREEMENT

WITH

SENDERO ACQUISITIONS, LP

FOR

RIGHT OF WAY

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PROFESSIONAL RIGHT OF WAY AGENT SERVICES
SUPPLEMENTAL AGREEMENT NO. 02

THIS SUPPLEMENTAL AGREEMENT FOR PROFESSIONAL RIGHT OF WAY AGENT SERVICES is made by and between the Hidalgo County Regional Mobility Authority (the “Authority”) and Sendero Acquisitions LP herein after called “Consultant” for the purpose of contracting for professional right of way agent services (the “Agreement”).

BACKGROUND

The Authority and the Consultant executed a contract on the 3rd day of April 2014 and a Supplement No. 1 on the 23rd day of February 2017 concerning the Consultant to contract for acquisition services to obtain right of way and administer all acquisition activities, including but not limited to negotiations to purchase, relocation assistance, property management and eminent domain assistance, in connection with the right of way necessary for highway projects.

AGREEMENT

The Authority and the Consultant agree that the contract is amended as follows:

- I. The termination date is extended from December 31, 2018 to December 31, 2021.

All other provisions are unchanged and remain in full force and effect.

AUTHORITY

CONSULTANT

By: _____

By: _____

Name: Pilar Rodriguez, PE

Name: Mendy Baird

Title: Executive Director

Title: Partner

Hidalgo County Regional Mobility Authority

Company: Sendero Acquisitions LP

Date: _____

Date: _____

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
PROFESSIONAL RIGHT OF WAY AGENT SERVICES CONTRACT**

THIS CONTRACT FOR PROFESSIONAL RIGHT OF WAY AGENT SERVICES is made by and between the Hidalgo County Regional Mobility Authority (the "Authority") and AR\WS Texas LP herein after called "Consultant" for the purpose of contracting for professional right of way agent services (the "Agreement").

WITNESSETH

WHEREAS, the Authority desires professional services relating to the acquisition of property rights and relocation services necessary for the development of certain transportation projects (the "ROW Services"); and

WHEREAS, the Consultant represents that it is well qualified by training and experience and is in a position to provide such ROW Services to the Authority;

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

AGREEMENT

ARTICLE I

SERVICES TO BE PROVIDED BY THE CONSULTANT

1.1 The Consultant shall timely perform those ROW Services for the fulfillment of the Agreement. Notwithstanding anything to the contrary in this Agreement or in any other contract document relating to the project, in performing its work under this Agreement, Consultant shall perform its services to the standard of care of a reasonable consultant that is performing the same or similar work, at the same time and locality and under the same or similar conditions faced by Consultant.

1.2 The Authority, in making request for ROW Services, will expect the Consultant to comply with all federal, State and local laws and ordinances applicable to the work. The Authority will furnish the Consultant with the Authority's title searches, pertinent segments of the right of way map, parcel numbers, legal descriptions and names of record owners, surveys and field notes for partial or whole takings, highway design information as needed, and/or other descriptions of all properties designated for acquisition.

1.3 The Consultant agrees that it will perform complex land acquisition work as described in Attachment A. It is agreed that information concerning the property assigned for acquisition is to be treated as confidential and a breach of such confidence by the

Consultant, except on written authorization by the Authority or upon proper order of the court, shall be considered a material breach of this contract.

1.4 The Consultant expressly agrees not to sublet or transfer any of the ROW Services assigned under the provisions of this Agreement unless provided for herein, and that any such assignment or transfer without the express written consent of the Authority shall be considered a material breach of this contract.

1.5 Providing ROW Services involves the preparation of appraisal reports which will provide values for the land to be acquired. The Authority has hired an appraiser to prepare and provide appraisal reports. Federal aid projects require the review of the completed appraisal reports to insure accuracy of the date and calculations and consistency of the estimates of just compensation. The Authority will hire a qualified review appraiser and provide copies of the appraiser's reviews to Consultant.

1.6 The Consultant will understand the project objectives and impact on each property prior to meeting with individual property owners. The Consultant will prepare all documents, present and explain the offers, answer all acquisition related questions, and secure signatures from all interested parties. The Consultant will explain the construction plans to each owner and will also explain the effect of the Project on their property. The Consultant will meet with each property owner in person and endeavor to acquire the property through amicable negotiations.

1.7 Consultant will perform the ROW Services in accordance with federal, State of Texas and Texas Department of Transportation acquisition procedures.

1.8 If condemnation is required, Consultant will deliver the parcel files to the Authority and will be available for consultation or condemnation testimony.

1.9 Consultant will provide relocation assistance and advisory services in accordance with federal and State law. Consultant will meet with the Authority to review the program and discuss the scope of work prior to beginning any activities relating to relocation assistance. Consultant will follow general procedures, provide services, create and maintain records, and submit reports and status reports as required by federal and State procedures. The tasks involved with relocation activities include initial interviews with displaces, preparation of studies, presentation of offers, inspecting replacement properties, attending closings, monitoring moves, processing and reviewing claims and providing advisory assistance.

ARTICLE II AGREEMENT PERIOD

After execution of this Agreement, the Consultant shall not proceed with the ROW Services until authorized in writing by the Authority to proceed. This Agreement shall terminate at the close of business on the "Termination Date", as defined in Article XVI, unless extended by a supplement agreement duly executed by the Consultant and the

Authority prior to the Termination Date. Any work performed or cost incurred before the notice to proceed or after the Termination Date, shall be ineligible for reimbursement.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT

3.1 It is mutually agreed and understood between the parties hereto that the Consultant must execute for each specific property to be acquired, a Work Order. Consultant will be compensated for ROW Services on a per parcel or displacee basis provided in Attachment H, provided that the per parcel or displacee basis shall not exceed the maximum established fee for each task as described in Attachment H.

3.2 Bills for completed ROW Services shall be submitted to the Authority at not less than monthly intervals and shall be prepared according to the Authority's standard practices. Payment for these services shall be made upon completion and acceptance of the services by the program manager and within a reasonable time after submission of request for payment.

3.3 The Authority reserves the right to withhold payment pending verification of satisfactory work.

3.4 The Authority assumes 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 subsequent to the Termination Date.

3.5 The program manager shall review and approve or dispute each invoice within 10 days of receipt.

ARTICLE IV WORK ORDERS

4.1 The Authority will issue work order, in the form identified and attached hereto as Attachment A – Work Order, to authorize the Consultant to provide one or more tasks. The amount payable for a work order shall be supported by the estimated cost of each task as described in the Work Order and in compliance with the approved rates and fees. The Work Order will not waive the Authority's or the Consultant's responsibilities and obligations established under this Agreement. The executed Work Order shall become part of this Agreement.

4.2 Upon satisfactory completion of the Work Order, the Consultant shall submit to the program manager for review and acceptance the deliverables as specified in the executed Work Order.

4.3 Work included in a Work Order shall not begin until the Authority and the Consultant have signed the Work Order. The Consultant shall promptly notify the Authority and the program manager of any event which will affect completion of the Work Order.

ARTICLE V PROGRESS

5.1 The Consultant shall, from time to time during the progress of the work, prepare and present such information as may be pertinent and necessary, or as may be requested by the Authority, in order to evaluate the work. Upon request by the Authority, the Consultant shall make presentations to the Authority's Board of Directors.

5.2 The Consultant shall promptly advise the Authority in writing of events which have a significant impact on the progress of work, including:

- (1) Problems, delays, or incomplete information which materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work by established deadline; and
- (2) Favorable developments or events which would enable meeting the time schedule sooner than anticipated.

ARTICLE VI SUSPENSION

6.1 The Authority may suspend the work by giving written notice to the Consultant of a minimum of ten (10) days prior to the date of suspension. The ten (10) day notice may be waived if approved in writing by both parties. The work will be reinstated and resumed in full force and effect within ten (10) days of receipt of written notice from the Authority to resume work.

6.2 If the Authority suspends the work, the Termination Date is not affected and the Agreement will terminate on the date specified, unless the Agreement is amended.

ARTICLE VII ADDITIONAL WORK

The Consultant shall not perform any additional work or incur any additional costs prior to the execution, by both parties, of a supplemental agreement. The Authority shall not be responsible for actions by the Consultant or any costs incurred by the Consultant relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended.

ARTICLE VIII CHANGES IN WORK

8.1 The Consultant shall make such revisions to the work to correct errors or omissions appearing therein, when required to do so by the Authority. **No additional compensation will be paid for the correction of errors or omissions.**

8.2 The Consultant agrees, upon the Authority's request, to consult regarding or make preparation for court testimony and appear in court to testify on condemnation for a fee described in Attachment H.

ARTICLE IX SUPPLEMENTAL AGREEMENTS

9.1 The terms of this Agreement may be modified by supplemental agreement if there has been a significant change in the scope, complexity, or character of the service to be performed, or the duration of the work. Additional compensation, if appropriate, shall be identified as provided herein. Any supplemental agreement must be executed by both parties within the Agreement period.

9.2 **No claim for extra work done or materials furnished shall be made by the Consultant until full execution of any supplemental agreement and authorization to proceed is issued by the Authority. The Authority reserves the right to withhold payment pending verification of satisfactory work performed.**

ARTICLE X REQUIREMENTS

10.1 The Consultant 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 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).

10.2 Where the Consultant or subconsultant is unable to certify to the statement in paragraph 10.1(1) above, the Consultant or subconsultant will be declared ineligible to enter into this Agreement or participate in the Project. Where the Consultant is unable to certify any of the statements in paragraphs 10.1(2), (3), and/or (4) above, the Consultant shall submit a written explanation to the Authority. The certificate or explanation will be considered in connection with the Authority's determination on whether to enter into this Agreement.

10.3 The Consultant shall provide immediate written notice to the Authority if at any time under the term of the Agreement, the Consultant or any subconsultants or subcontractors, present or future, learn that its Debarment Certification has become erroneous by reason of changed circumstance.

10.4 During the performance of this contract, the Consultant agrees as follows:

- (1) ***Compliance with Regulations:*** The Consultant shall comply with Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) ***Nondiscrimination:*** The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, national origin, age or handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations.
- (3) ***Solicitations for Subcontracts, Including of Material and Equipment:*** In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age or handicap.
- (4) ***Information and Reports:*** The Consultant 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 its facilities as may be determined by the Authority or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Authority or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) ***Sanctions for Noncompliance:*** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Authority shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to the Consultant under the Agreement until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) ***Incorporation of Provisions:*** The Consultant shall include the provisions of these paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Authority or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor the Consultant may enter into such litigation to protect the interests of the Authority, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

10.5 The Consultant 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 Consultant and any subconsultants or subcontractors would be required to complete the Certification of Federal Contracts and, if necessary, the Disclosure of Lobbying Activities.

10.6 The Consultant is required to adhere to the commitment made to participation by certified Disadvantage Business Enterprises (“DBE”) as agreed to by the Authority during negotiations.

- (1) Consultant shall provide DBE certification, if any, to the Authority in Attachment D and shall maintain current DBE records with the Authority, including applicable updates within 30 days of executing or terminating a subcontract.
- (2) Consultant shall provide a DBE plan as part of the Detailed Scope of Work.
- (3) Consultant shall report DBE participation with each invoice and progress report.

10.7 If the Project is a federal aid project, Consultant 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.

10.8 The Consultant, including all subconsultants, shall comply with all federal, state, and local immigration laws or regulations.

ARTICLE XI PERSONNEL, EQUIPMENT, MATERIAL, AND INFORMATION

11.1 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.

11.2 The Consultant 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 all required. All employees of the Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them.

11.3 The Consultant certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this Agreement. The Consultant may not change the project manager without prior consent from the Authority with such consent not unreasonable withheld. The Authority retains the right to approve all personnel assigned by the Consultant to perform the work and services required by this Agreement and request a change if the Authority finds certain personnel unsatisfactory.

11.4 The Consultant agrees to maintain (in sufficient detail as will properly reflect all work done and results achieved in the performance of this Agreement) appraisal reports and other 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.

11.5 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 Consultant or any other person except with the prior approval of the Authority. All documents prepared by the Consultant and all documents furnished to the Consultant by the Authority shall be delivered to the program manager and the Authority upon completion of the relevant milestone for payment and/or Termination of this Agreement.

ARTICLE XII SUBCONTRACTING

12.1 The Consultant was chosen to perform work on this Agreement based upon the training and qualifications of its members. Therefore, subletting, assignment, or transfer of any work to subconsultants, unless approved in writing by the Authority prior to performance of work, is expressly prohibited.

12.2 All subcontracts shall include the provisions required in this Agreement and shall be approved as to form, in writing, by the Authority prior to its execution.

ARTICLE XIII EVALUATION OF WORK

The Authority and its program manager shall have the right at all reasonable times to review or otherwise evaluate the work performed or being performed hereunder.

ARTICLE XIV BREACH OF AGREEMENT

14.1 Violation of the Agreement terms or breach of this Agreement by the Consultant shall be grounds for Termination of the Agreement. Any additional costs to the Authority that arise from the Consultant's default, breach of Agreement, or violation of Agreement terms shall be paid by the Consultant. 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.

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

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

ARTICLE XV TERMINATION

15.1 This Agreement shall terminate at the close of business on March 31, 2017 (the "Termination Date") unless extended as provided herein. The Agreement may be terminated before the stated Termination Date by any of the following conditions:

1. By mutual consent, in writing, of both parties;
2. By the Authority, by notice in writing to the Consultant as a consequence of failure by the Consultant to perform the services set forth 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 and not subject to the mutual consent of the Consultant upon not less than ten (10) calendar days written notice to the Consultant; or
5. By written notice from the Authority upon satisfactory completion of all services and obligations described herein.

15.2 Should the Authority terminate this Agreement as herein provided (the "Termination"), no fees other than fees due and payable at the time of Termination and shall thereafter be paid to the Consultant. The determination of the value of the work performed by the Consultant prior to Termination shall be at the Authority's reasonable discretion. Compensation for work at Termination will be based on work completed at the time of the Termination.

15.3 If either Party defaults in the performance of this Agreement or if the Authority terminates this Agreement for fault on the part of the Consultant, the Authority will give consideration to the actual costs incurred by the Consultant in performing the work to the date of default, the amount of work which was satisfactorily completed to the date of default, the value of the work which is usable to the Authority, the cost to the Authority of employing another firm to complete the work required and the time required to do so, and other factors which affect the value to the Authority of the work performed at the time of default.

15.4 It is agreed that if this contract is terminated, the Authority shall be the sole judge of the ownership and value of the work done by the Consultant under the terms of this Agreement and the sole arbitrator of any dispute concerning a question of fact not disposed of herein which may arise in connection with said work.

15.5 The Termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the Authority and the Consultant under this Agreement except the obligations set forth in: **Article X Federal Requirements; Article XIII Evaluation of Work; Article XVI Compliance with Laws; Article XVII Indemnification; and Article XIX Retention, Availability of Records, and Audit Requirements** of this Agreement. If the termination of the

Agreement is due to the failure of the Consultant to fulfill its obligations under the Agreement, the Consultant shall be liable to the Authority for any additional costs occasioned to the Authority.

ARTICLE XVI COMPLIANCE, CONDUCT, AND CONFLICTS

16.1 The Consultant shall comply with all applicable federal, State, 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 salary and wage statutes and regulations, and licensing laws and regulations. When required, the Consultant shall furnish the Authority with satisfactory proof of its compliance.

16.2 The Consultant shall not in any way exercise any portion of the authority or powers of the Authority and shall not make a contract or commitment or any way represent itself as an agent of the Authority beyond the scope of this Agreement.

16.3 The Consultant shall not engage the services under this Agreement of any present or former Authority Board member or key employee/consultant who was involved as decision maker in the selection or approval process or who negotiated and/or approved billings or contract modifications for this Agreement.

16.4 The Consultant agrees that no public or private interest exists and none shall be acquired directly or indirectly which would conflict in any manner with the performance of this Agreement.

16.5 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Authority shall have the right to annul this Agreement without liability.

16.6 **Any person who is doing business with or who may do business with the Authority under this Agreement may not make any offer of benefits, gifts, or favors to employees or Board Members of the Authority.** The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Authority's general counsel.

ARTICLE XVII INDEMNIFICATION

THE CONSULTANT SHALL SAVE AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICERS, EMPLOYEES, AND CONSULTANTS 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 CONSULTANT OR OF ANY PERSON EMPLOYED OR ENGAGED BY THE CONSULTANT, AND THE DEFENSE OF ANY SUCH CLAIMS, LIABILITY, ACTION, OR LOSS.

THE CONSULTANT SHALL ALSO INDEMNIFY THE AUTHORITY AGAINST ALL LIABILITY AND LOSS IN CONNECTION WITH, AND SHALL ASSUME FULL RESPONSIBILITY FOR, PAYMENT OF ALL FEDERAL, STATE, AND LOCAL TAXES OR CONTRIBUTIONS IMPOSED OR REQUIRED UNDER UNEMPLOYMENT INSURANCE, SOCIAL SECURITY AND INCOME TAX LAWS, WITH RESPECT TO THE CONSULTANT AND THE CONSULTANT'S EMPLOYEES, IF ANY, ENGAGED IN PERFORMANCE OF THIS AGREEMENT.

THE CONSULTANT 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 CONSULTANT, ITS AGENTS, ITS SUBCONTRACTORS, OR EMPLOYEES.

ARTICLE XVIII RESPONSIBILITY

18.1 The Consultant shall be responsible for the accuracy, completeness, and correctness of work data prepared under this Agreement and shall check all such material accordingly for, but not limited to, completeness, missing items, and consistency.

18.2 Acceptance of the work by the program manager and the Authority will not relieve the Consultant of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

18.3 The Consultant shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts without additional compensation.

ARTICLE XIX

RETENTION, AVAILABILITY OF RECORDS, AND AUDIT REQUIREMENTS

The Consultant shall maintain all records pertaining to cost incurred and shall make such records available during the Agreement period and for four (4) years from the date of final payment under this Agreement or until pending litigation has been completely and fully resolved, whichever occurs last. The Authority or any of its duly authorized representatives shall have access to any all records of the Consultant which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, transcriptions and for checking the amount of work performed by the Consultant.

ARTICLE XX

INSURANCE

20.1 The Consultant 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 Consultant under **ARTICLE XVII INDEMNIFICATION** 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 one million dollars (\$1,000,000) each claim and in the aggregate.

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

20.2 The Consultant shall furnish proof of insurance by means of a completed Attachment C- Certificate of Insurance, attached hereto and made a part thereof with the Project Name and the Consultant's name stated thereon, to be submitted prior to the beginning of the Project. The Consultant will be considered in breach of this Agreement should the Consultant 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.

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

20.4 To the extent that this agreement authorizes the Consultant or its subcontractor 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.

ARTICLE XXI SUCCESSORS AND ASSIGNS

The Consultant and the Authority do 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 party in respect to all covenants of this Agreement.

ARTICLE XXII SEVERABILITY, AMDENDMENT, & COUNTERPARTS

22.1 In the event any one or more of the provisions contained in this Agreement, for any reason, shall 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.

22.2 Any modifications, amendments, or additions to this Agreement shall be in writing and agreed to by the parties herein.

22.3 This Agreement may be executed by the parties in counterpart.

ARTICLE XXIII
NOTICE


All notices to either party by the other, required under this Agreement, shall be personally delivered or mailed to such party at the following respective address:

Regional Mobility Authority
Hidalgo County RMA
118 S. Cage Blvd., 4th Floor
Pharr, Texas 78577
Attn: Executive Director

Consultant
AR\WS Texas LP
PO Box 5848
Abilene, Texas 79608
Attn: Charles M. Davis

* * *

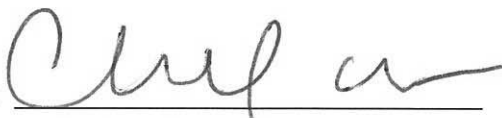
IN WITNESS WHEREOF, the Authority and the Consultant have executed these presents in duplicate and acknowledge that this Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within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

AUTHORITYBy: 

Name: Pilar Rodriguez

Title: Executive Director

Hidalgo County Regional Mobility Authority

Date: 4/3/2014**CONSULTANT**By: Name: Charles M. DavisTitle: General Partner

Company: ARWS Texas LP

Date: April 2, 2014

ATTACHMENT A

Scope of Work

**Hidalgo County Regional Mobility Authority
Statement of Work**

1.0 SERVICE REQUIREMENTS OF THE PROVIDER: Services shall include, but are not limited to the following activities:

1.1 Project Administration

1.1.1 Overhead Costs

1.1.1.1 All Administrative costs including salaries, travel, employee benefits, telephone, equipment, supplies, etc. will be included on a per parcel basis.

1.1.2 Communication

1.1.2.1 Attend monthly status meeting with appropriate HCRMA R/W Staff. Date, time and location are determined by HCRMA R/W Staff.

1.1.2.2 Provide monthly summaries of project expenses including amounts authorized, amounts paid and budget forecasting or with an increased frequency as required by HCRMA R/W Staff. The reporting format will be determined by the HCRMA R/W Staff.

1.1.2.3 Maintain current status reports of all parcel and project activities and provide weekly status reports to HCRMA R/W Staff. The reporting format will be determined by the HCRMA R/W Staff.

1.1.2.4 Provide schedule of all areas of work indicating anticipated start and end dates. The reporting format will be determined by HCRMA R/W Staff.

1.1.2.5 Prepare initial property owner contact list for use by HCRMA R/W Staff in distribution of Provider introduction letters or as determined necessary by the HCRMA R/W Staff.

1.1.2.6 The Program Manager is to serve as DBE Liaison to the HCRMA R/W Staff.

1.1.3 File Management

1.1.3.1 Primary project and parcel files will be kept in the HCRMA R/W Office. Working files will be kept in the Provider's project administrative office, but documents generated or received by the Provider will be forwarded to the HCRMA R/W Office as they are generated or received by Provider. The format for type of file folders and document order and placement are determined by HCRMA R/W Staff.

1.1.3.2 Prepare invoices utilizing HCRMA's standard payment submissions forms with supporting documentation. Supporting documentation requirements are determined by HCRMA R/W Staff.

1.1.3.3 Maintain records of all payments including, but not limited to, warrant number, amount, date paid, etc.

1.1.3.4 Maintain copies of all correspondence and contacts with property owners.

1.2 Title and Closing Services (combined)

1.2.1 Secure preliminary title commitment or preliminary title search, and 5-year sales data from Title Company that will be providing title insurance.

1.2.1.1 HCRMA R/W Staff has the option to provide the initial title commitment at the beginning of the project and therefore the Provider would not be eligible for the first payment milestone for Title and Closing Services. However, if the Provider has to secure an updated title commitment, the Provider becomes eligible for the first payment milestone for Title and Closing Services.

1.2.1.2 The charges from the Title Company for the preliminary title commitments will be paid by the HCRMA and should not be included in the Provider's negotiated fee schedule.

1.2.2 Secure title commitment updates in accordance with insurance rules and requirements for parcel payment submissions. The charges from the Title Company for the update of the title commitment will be paid by the HCRMA and should not be included in the Provider's negotiated fee schedule.

- 1.2.3 Secure title insurance for all parcels acquired, insuring acceptable title to the HCRMA. Written approval by the HCRMA required for any exception. The charges from the Title Company for the title insurance will be paid by the HCRMA and should not be included in the Provider's negotiated fee schedule.
 - 1.2.4 The curative services necessary to provide clear title to the HCRMA is the responsibility of the Provider and is to be included in the negotiated fee schedule for this service. Note: The Provider's curative services do not include costs/expenses that qualify as payment of incidental expenses to transfer real property to the State.
 - 1.2.5 The Provider has the responsibility of direct contact with the Title Company to obtain an updated title commitment along with other forms and certified copy of the instrument of conveyance necessary when requesting the Parcel Payment from HCRMA R/W Staff.
 - 1.2.6 The Provider provides closing services in conjunction with the Title Company and will be required to attend closings.
 - 1.2.7 Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be direct pass through fees at the exact cost supported by the county court house receipts. No administrative fee, management fee, service fee or profit to the Provider will be paid.
 - 1.2.8 Provider shall cause the recordation all original instruments immediately after closing at the respective County Clerk's Office, except for donations which must be forwarded to the HCRMA for acceptance by the Commission prior to recording. The cost of the recording fees and filing fees are paid by HCRMA and should not be included in the Provider's negotiated fee schedule.
- 1.3 Negotiation Services
- 1.3.1 Analyze preliminary title report to determine potential title problems, propose and inform HCRMA ROW Office of methods to cure title deficiencies. This includes analysis of access easements.
 - 1.3.2 Analyze appraisal and appraisal review reports and confirm the HCRMA's approved value prior to making offer for each parcel.
 - 1.3.3 Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
 - 1.3.4 Prepare the initial offer letter, memorandum of agreement, instruments of conveyance, and any other documents required or requested by the HCRMA on applicable HCRMA forms.
 - 1.3.5 The written offer, appraisal report and required brochures must send to each property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing. Retain copies of the unsigned CMRRR receipt and the appraisal as support for billing purposes.
 - 1.3.6 Respond to property owner inquiries verbally and in writing within two (2) business days.
 - 1.3.7 Prepare a separate negotiator contact report for each parcel, per contact
 - 1.3.8 All original project and parcel file documents must be kept in the HCRMA R/W Office. All original documents generated or received by the Provider must be delivered to the HCRMA R/W Office within three (3) working days from the date they are generated or received by the Provider. Copies or working file documents may be kept by the Provider. Maintain parcel files of original documentation related to the purchase of the real property or property interests.
 - 1.3.9 Advise property owner of the Administrative Settlement process. Transmit to the HCRMA R/W Office any written counter offer from property owners including supporting documentation, and Provider recommendation with regard to Administrative Settlements in accordance with HCRMA policy and procedures.

- 1.3.10 Prepare and mail the documents of conveyance by CMRRR, regular mail, email, courier or hand delivery.
- 1.3.11 Appear and provide Expert Witness testimony as a Provider when requested.
- 1.4 Relocation Assistance Services for Residential, Business, Personal Property, Mini Storage Units and Outdoor Advertising Signs
 - 1.4.1 The Relocation Assistance Specialist should provide advance notice of the date and time of their initial meeting with the Displacee with (if applicable and practical) the Appraiser's inspection of the subject property in order to coordinate the appraiser's inspection with (if applicable and practical) the initial interview with the Displacee by the Relocation Assistance Specialist
 - 1.4.2 Notify all Displacees of eligibility for relocation assistance. At the time of initial contact, provide Displacees with a Relocation Assistance Packet consisting of;
 - 1.6.2.1 Page one of the ROW-R-96 form
 - 1.6.2.2 ROW-R-CE form
 - 1.6.2.3 Relocation Assistance Brochure (the HCRMA will provide the Provider with the brochures)
 - 1.4.3 Provide on-going relocation assistance and advisory services to Displacees affected by acquisition of right of way and deliver a completed form ROW-R-96 signed by the Displacee to the HCRMA R/W Relocation Project Manager.
 - 1.4.4 Locate, evaluate, and maintain files on comparable available housing to complete Form ROW-R-106.
 - 1.4.5 Compute and submit the request for relocation housing/rental supplement to the HCRMA R/W Relocation Project Manager on the form ROW-R-107 with supporting form ROW-R-106 with attached photos.
 - 1.4.6 Provide 90-day notice to vacate simultaneous with the delivery of relocation benefits package. The 90-day notice may not be delivered prior to a personal interview with the Displacee to determine the type, needs and eligibilities.
 - 1.4.7 Provide 30-day notice once property has been acquired by the State. Note that the Displacee must be given a total of 90-days' notice.
 - 1.4.8 Notify the HCRMA R/W Relocation Project Manager immediately if the Displacee does not move after 30-day notice expires.
 - 1.4.9 Perform a decent, safe, and sanitary inspection of the replacement housing in accordance with HCRMA policy. Prepare and complete Form ROW-R-116 and submit to the HCRMA R/W Relocation Project Manager.
 - 1.4.10 For non-residential moves, Negotiated Self-Moves
 - 1.4.10.1 If the moving plan for a Negotiated Self-Move exceeds \$20,000 prepare Form R-119 (the moving plan) with appropriate photos and sketches along with inventory of personal property that is identified to be moved. This is required for pre-approval by the HCRMA.
 - 1.4.10.2 If the moving plan for a Negotiated Self-Move is less than \$20,000 the Provider must submit Form R-119 with an abbreviated moving plan for the business owner or tenant. This includes photos, written inventory list, type of move requested, and project move date. This is required for pre-approval by the HCRMA.
 - 1.4.11 For all Negotiated Self-Moves, the Provider is responsible for requesting moving estimates from moving companies. Moving estimates must be obtained by the Provider and not the Displacee. Moving estimates must be prepared in writing and in the name of the HCRMA and not the Provider.
 - 1.4.12 Coordinate and monitor moves with displaced homeowners, business owners, tenants, and with moving companies in accordance with HCRMA procedures.

- 1.4.13 Maintain relocation contact logs on Form ROW-R-96 journaling all attempted and completed contacts with all parties. This includes descriptions of the reasons and outcome for each contact.
- 1.4.14 Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.
- 1.4.15 Process and compute increased interest payments as required.
- 1.4.16 Relocation agent will be available for any appeals and hearings.
- 1.4.17 Prepare all relocation payment claim submissions for all Displacees in accordance with HCRMA and HCRMA R/W Relocation Project Manager.
- 1.4.18 Deliver warrants in accordance with HCRMA's guidelines.
- 1.4.19 Provide an executed Form ROW-R-CE (Certification of Eligibility) with all Displacee claims.
- 1.5 Condemnation Support Services (Pre-Hearing Support)
 - 1.5.1 Upon receipt of a copy of the final offer, request an updated title commitment for Eminent Domain from the Title Company.
 - 1.5.2 Prepare, if applicable, Bisection, Drainage Easement, Access Easement, and Temporary Construction Easement clauses for the original set of Legal Descriptions supplied by the HCRMA.
 - 1.5.3 Use the information from the Title Commitment to join all interested parties on HCRMA form ROW-E-49. Spouses of owners must be joined.
 - 1.5.4 Upon completion of the HCRMA form ROW-E-49, prepare a packet containing 2 copies each of the following documents: ROW-E-49 form, Commitment, Negotiator's Reports, Appraisal Acknowledgment, Pre-appraisal Contact Sheet, signed and sealed property description, and plat, Final Offer Letter, any correspondence from the land owner or representatives, one original copy of the appraisal report, and any real property records which are relevant to any unusual joinder or service issue. Submit packet to the HCRMA R/W Office for submission to the HCRMA Attorney.
 - 1.5.5 Upon receipt of concurrence for the Appraisal Witness, request the update of appraisal.
 - 1.5.6 Upon receipt of packet prepared by the HCRMA Attorney which will include Petition for Condemnation, Lis Pendens, Order Appointing Commissioners, Order Setting Hearing, Oath of Special Commissioner, and Notice of Hearings, the Acquisition Provider will file the original petition with the County Court at Law or other appropriate Court for a cause number to be assigned.
 - 1.5.7 File the Lis Pendens including the cause number with the County Clerk's Office.
 - 1.5.8 Send a copy of the condemnation petition to the Title Company and request an updated title commitment. The Title Company needs to make sure the appropriate parties were named in the petition and that no changes in title have occurred. The actual cost charged by the Title Company for the title commitment update will be paid by the HCRMA and must not be included in the Providers proposed fee schedule.
 - 1.5.9 Upon assignment of a court, file the Order Appointing Commissioners with the judge, retaining a copy of the Order for the files.
 - 1.5.10 Following appointment of Commissioners by the judge, secure the following documents: Oath of Commissioners signed by the Commissioners, Order Setting Hearing, 2 copies of the Notice of Hearing signed by the Commissioners.
 - 1.5.11 File all originals with the court and send copies marked "copy" to HCRMA R/W Office and the HCRMA Attorney.

- 1.5.12 If the updated appraisal does not change in value, set the date and time for the Special Commissioners Hearing. If there is an increase in value, the Provider will prepare the revised and final offer and send it to the appropriate parties by CMRRR.
- 1.5.13 Send a written notice to the HCRMA R/W Office so that a conference room or court room may be reserved for the hearing.
- 1.5.14 Coordinate the hearing date with the HCRMA Attorney, Appraiser, HCRMA R/W Representative, three Commissioners, and a court reporter.
- 1.5.15 Coordinate a Pre-Hearing conference prior to the hearing (the day before or earlier) to discuss facts of the case with the HCRMA Attorney, Appraiser, and HCRMA R/W Office.
- 1.5.16 After the Hearing is set, serve Notices of Hearing to the indicated parties at least twenty (20) days prior to the Special Commissioners Hearing. If it is necessary to join a federal agency, be advised that they have an additional sixty (60) days after service of the Hearing to prepare. The scheduling of the Hearing must allow for this additional time.
- 1.5.17 Once the notices have been served, file the original notices with the court and send copies stamped "copy" to HCRMA R/W Office and HCRMA Attorney.
- 1.5.18 Send a reminder letter 2-3 weeks in advance to the HCRMA Attorney, appraiser, three commissioners, court reporter, and HCRMA R/W Office concerning Hearing dates.
- 1.6 Condemnation Support Services (Post Hearing Support)
 - 1.6.1 For the hearing, prepare Form ROW-E-73 and commissioners time sheets. Submit HCRMA Form ROW-E-73 to HCRMA R/W Office.
 - 1.6.2 Obtain the signatures of commissioners on four (4) duplicate originals of the Award of Commissioners and file one with the court for the judge's signature within 48 hours of the Hearing. Have court clerk file-mark the four duplicate originals and retain three.
 - 1.6.3 Give timesheets to Judge. The Judge determines the amount paid to the Commissioners.
 - 1.6.4 Obtain and distribute 3 signed and file-marked copies of the Award as follows:
 - 1.6.4.1 One file-marked copy to the title company with a request for a commitment.
 - 1.6.4.2 One file-marked copy to the HCRMA Attorney.
 - 1.6.4.3 One file-marked copy (or certified copy) to the HCRMA R/W Office with the previously obtained Commitment to request submission for each commissioner's fee.
 - 1.6.5 Send the Commitment and the file-marked Award to the HCRMA R/W Office. The HCRMA R/W Office will prepare the payment submission for each commissioner's fee.
 - 1.6.6 File state warrant in the registry of the court. File a Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of the deposit. Note - The Date of Deposit is the Date of Take.
 - 1.6.7 Take photograph of the interest to be acquired on the day of deposit for relocation verification.
 - 1.6.8 Send written notices of the date of deposit to the HCRMA R/W Office and all interested parties.
 - 1.6.9 Appear as Expert Witness as requested. Sub-Providers must also appear as Expert Witnesses as requested.

SERVICES TO BE PROVIDED (by HCRAMA)

- 1. Assurance of ROW Project Release.
- 2. Provide an approved Right of Way Map and parcel surveys.
- 3. Provide timely reviews and approval of submissions.
- 4. Process and issue all warrants for payment of approved purchase prices for each parcel, relocation payment, and incidental expense involved in the transfer of property to HCRMA in accordance with State law.

5. Provide final approval for all appraisals, relocation supplements, and moving payments.
6. Initiate, coordinate, and administer environmental investigation surveys.
7. Will pay direct cost charged by the Title Company for preliminary title commitments, update title commitments and title insurance for all parcels assigned in the work authorization.
8. Will pay direct cost of incidental expenses required to transfer real property to the HCRMA, fees related to obtaining certified court documents, fees for recording court documents, filing the petition in eminent domain cases and any other recording fees for all original instruments.

2.0 FEE SCHEDULE – PAYMENT MILESTONES:

2.1 Fee for Title and Closing Service - \$1,200

2.1.1 Payment made on per parcel basis

2.1.2 \$120 payment milestone paid upon securing initial title commitment or securing update title commitment.

2.3.2.1 The HCRMA R/W Office has the option to provide the initial title commitment at the beginning of the project and therefore the Provider would not be eligible for the first payment milestone for Title and Closing Services. However, if the Provider has to secure an updated title commitment, the Provider becomes eligible for the first payment milestone for Title and Closing Services

2.1.3 \$480 payment milestone paid upon submission of acceptable payment package or issuances of final offer letter.

2.1.4 \$240 payment milestone paid upon attending closing.

2.1.5 \$360 payment milestone paid upon issuance of title policy or alternative method acceptable by the HCRMA (i.e.; Attorney's Certificate).

2.2 Fee for Negotiation Service - \$5,000

2.2.1 Payment made on per parcel basis

2.2.2 \$350 sending out Intro Letters

2.2.3 \$1150 payment milestone paid upon presentation of initial offer.

2.2.4 \$2250 payment milestone paid upon presentation of final offer with HCRMA concurrence or acceptable payment submission with clear title or confirmation that title will be clear by receipt of warrant.

2.2.5 \$1250 payment milestone paid upon the completed closing of the parcel.

2.3 Fee for Residential Relocation Assistance Service - \$6,000

2.3.1 Payment made on per Displacee basis

2.3.2 \$2,600 payment milestone paid upon;

2.3.2.1 Submitting to HCRMA R/W Office completed ROW-R-MP, ROW-R-96 and ROW-R-CE signed by Displacee.

2.3.2.2 Delivery of computation, submittal and approval of replacement housing supplement to HCRMA R/W Office.

2.3.2.3 Submitting proof of providing 90-day notice to Displacee after initial interview. Displacee may not receive a 90-day notice prior to an initial interview. If Displacee is not entitled to relocation benefits by virtue of not being legally present in the United States, this milestone would be reduced to a single milestone of \$650.

2.3.3 \$2,275 payment milestone paid upon

2.3.3.1 Submitting memorandum to HCRMA R/W Office reporting the actual date the Displacee vacated parcel and includes detailed documentation (as directed by the HCRMA R/W Office)

of the move. This assumes the replacement housing has been acquired and the move was monitored by the Provider.

- 2.3.4 \$1,625 payment milestone paid upon;
 - 2.3.4.1 Transmittal of memorandum to the HCRMA R/W Office stating that all relocation assistance has been completed.
 - 2.3.4.2 Submittal of completed file to HCRMA R/W Office with documents filed by date of activity. Completed file documents must contain; all contacts with the Displacee, completed claim forms, copies of all payment submissions for relocation assistance, and signed form (in a checklist format, as directed and approved by the HCRMA R/W Office) by Displacee verifying move is completed and all benefits have been explained to them.
- 2.4 Fee for Business Relocation Assistance Service - \$7,000
 - 2.4.1 Payment made on per Displacee basis
 - 2.4.2 \$2,450 payment milestone paid upon;
 - 2.4.2.1 Submitting to HCRMA R/W Office completed ROW-R-MP, ROW-R-96 and ROW-R-CE signed by Displacee.
 - 2.4.2.2 Providing 90-day notice to Displacee. Displacee may not receive a 90-day notice prior to an initial interview. If Displacee is not entitled to relocation benefits by virtue of not being legally present in the United States, this milestone would be reduced to a single milestone of \$650.
 - 2.4.3 \$2,450 payment milestone paid upon;
 - 2.4.3.1 Submitting memorandum to HCRMA R/W Office reporting the actual date the Displacee vacated parcel and includes detailed documentation (as directed by the HCRMA R/W Office) of the move. This assumes the move was monitored.
 - 2.4.4 \$2,100 payment milestone paid upon;
 - 2.4.4.1 Transmittal of memorandum to HCRMA R/W Office stating that all relocation assistance has been completed.
 - 2.4.4.2 Submittal of completed file to HCRMA R/W Office with documents filed by date of activity. Completed file documents must contain; all contacts with the Displacee, completed claim forms and copies of all payment submissions for relocation assistance, and signed form (in checklist format, as directed and approved by the HCRMA R/W Office) by the Displacee verifying move is completed and all benefits have been explained to them.
- 2.5 Fee for Personal Property and Storage Unit Relocation Assistance Service - \$2,000
 - 2.5.1 Payment made on per Displacee basis
 - 2.5.2 \$900 payment milestone paid upon;
 - 2.5.2.1 Submitting to HCRMA R/W Office completed ROW-R-MP, ROW-R-96 and ROW-R-CE signed by Displacee.
 - 2.5.2.2 Providing 90-day notice to Displacee. Displacee may not receive a 90-day notice prior to an initial interview. If Displacee is not entitled to relocation benefits by virtue of not being legally present in the United States, this milestone would be reduced to a single milestone of \$700.
 - 2.5.3 \$1,100 payment milestone paid upon;
 - 2.5.3.1 Transmittal of memorandum to HCRMA R/W Office stating that all relocation assistance has been completed.

- 2.5.3.2 Submittal of completed file to HCRMA R/W Office with documents filed by date of activity. Completed file documents must contain; all contacts with the Displacee, completed claim forms and copies of all payment submissions for relocation assistance, and signed form (in checklist format, as directed and approved by the HCRMA R/W Office) by the Displacee verifying move is completed and all benefits have been explained to them.
- 2.6 Fee for Outdoor Advertising Sign Relocation Assistance Service - \$3,000
- 2.6.1 Payment made on per Displacee basis
- 2.6.2 \$1,350 payment milestone paid upon;
- 2.6.2.1 Submitting to HCRMA R/W Office, completed ROW-R-MP, ROW-R-96 and ROW-R-CE signed by Displacee.
- 2.6.2.2 Providing 90-day notice to Displacee. Displacee may not receive a 90-day notice prior to an initial interview. If Displacee is not entitled to relocation benefits by virtue of not being legally present in the United States, this milestone would be reduced to a single milestone of \$300. If necessary, the Provider will obtain moving estimates and submit the fully executed Form R-119 to the HCRMA R/W Office for pre-approval.
- 2.6.3 \$1,650 payment milestone paid upon;
- 2.6.3.1 Transmittal of memorandum to HCRMA R/W Office stating that all relocation assistance has been completed.
- 2.6.3.2 Submittal of completed file to HCRMA R/W Office with documents filed by date of activity. Completed file documents must contain; all contacts with the Displacee, completed claim forms and copies of all payment submissions for relocation assistance, and signed form (in checklist format, as directed and approved by the HCRMA R/W Office) by the Displacee verifying move is completed and all benefits have been explained to them.
- 2.7 Fee for Condemnation Support Services - \$6,000
- 2.7.1 Payment made on per parcel basis
- 2.7.2 \$2,100 payment milestone paid upon;
- 2.7.2.1 Receipt of the submission of an RTE-49 acceptable to the HCRMA R/W Office.
- 2.7.2.2 With written approval by HCRMA R/W Office, the provider may be instructed to begin the administrative preparation of the ROW-E-49 package after the initial offer letter is presented to the property owner. In all cases, to receive payment for this milestone, the provider must complete and submit a form ROW-E-49 acceptable to the HCRMA R/W Office.
- 2.7.3 \$2,400 payment milestone paid upon;
- 2.7.3.1 Setting the date for the Special Commissioners Hearing and providing the HCRMA R/W Office with a copy of the completed order setting the Hearing signed by all Special Commissioners.
- 2.7.4 \$900 payment milestone paid upon service of the notice of Hearing.
- 2.7.5 \$600 payment milestone paid upon Notice of Deposit.
- 2.8 HOURLY BASIS:
- | | |
|---------------------------|---------------|
| Right of Way Manager | \$125 |
| Senior Right of Way Agent | \$100 - \$110 |
| Right of Way Agent | \$ 85 - \$95 |
| Relocation Manager | \$125 |
| Senior Relocation Agent | \$100 – 110 |
| Relocation Agent | \$ 90 |

Support Staff

\$ 60 - 70

ATTACHMENT B**Estimated Parcels**

<u>ROW Description and Estimated Number of Parcel to be Acquired</u>	<u>Date of Completion for ROW Acquisition</u>
BSIF Connector – 5 Parcels	August 31, 2014
US 281/Military Highway Overpass Project – 16 Parcels	August 31, 2014
State Highway 365 Project – 249 parcels	December 31, 2015
International Bridge Trade Corridor Project – 140 Parcels	June 30, 2015

The number of parcels is approximate and may increase or decrease in number.

ATTACHMENT C

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

SENDACQ-01

BORCUTT

DATE (MM/DD/YYYY)

4/2/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER INSURICA - Oklahoma City 5100 N. Classen Blvd, #300 Oklahoma City, OK 73118	CONTACT NAME: Bill Orcutt	
	PHONE (A/C, No, Ext): (405) 523-2100	FAX (A/C, No): (405) 556-2332
INSURED Sendero Acquisitions, LLC; Sendero Acquisitions LP and ARWS Texas LP 2658 Industrial Blvd. Abilene, TX 79605	E-MAIL ADDRESS: borcutt@insurica.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Casualty Ins Co of America	NAIC # 19046
	INSURER B: Houston Casualty Company	42374
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		680 004E745390	04/01/2014	04/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			680 004E745390	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			CUP 004E748540	04/01/2014	04/01/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liabili			S714-100339	04/01/2014	04/01/2015	Per Claim 2,000,000
B	Professional Liabili			S714-100339	04/01/2014	04/01/2015	Aggregate Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Right of Way Consultant and Acquisition Services

The Certificate holder, Hidalgo County RMA, is shown as an additional insured under the General Liability, for the work of the insured on the project, as outlined in the services Contract.

CERTIFICATE HOLDER**CANCELLATION**

Hidalgo County Regional Mobility Authority
Attn: Executive Director
118 S. Cage Blvd., 4th. Floor
Pharr, TX 78577

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bill Orcutt

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ATTACHMENT D

DBE Certification

ATTACHMENT E

Conflict of Interest Certificate

ATTACHMENT F

Child Support Affidavit

Parcels (if applicable):

Description of Services:

The undersigned, on oath, hereby swears and affirms under penalty of perjury under the laws of the State of Texas, that the following statements are true: that neither the sole proprietor, partner, majority shareholder or substantial owner of an entity making an offer to enter into an Authority contract, which may be funded by state dollars, is a delinquent obligor who is 30 or more days delinquent in paying child support under a court order or a written repayment agreement. A substantial owner is one who has at least ten percent interest in the firm.

Pursuant to the provisions of Section 231.006, Texas Family Code, the vendor certifies that the individual or business entity named in the attached contract is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate. Further, any sole proprietor, partner, majority shareholder or substantial owner who is a delinquent obligor is ineligible to submit an offer for an Authority contract until (1) all arrearages have been paid; or (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

This sworn statement is a material representation of fact on which reliance is placed to determine the offeror's eligibility to receive a grant or to enter into this contract. Submission of this sworn statement is a prerequisite for entering into a contract with the Authority which may be funded by state dollars.

If at any time it is determined that the representations made herein by the undersigned are false or in error, the contract becomes null and void, and the Authority shall avail itself of remedies existing in equity and in law.

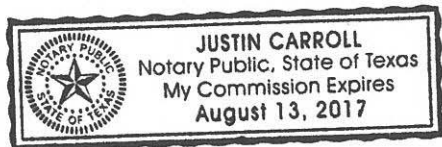
The undersigned state that he or she is qualified and authorized to make this affidavit for and on behalf of ARWS Texas LP and is fully cognizant of the facts herein set out.

[Signature]
Signed

Acknowledgement

State of Texas
County of Taylor

This instrument was acknowledged before me on 4/2/14 by Charles Davis.



[Signature]
Notary Public's Signature

ATTACHMENT G

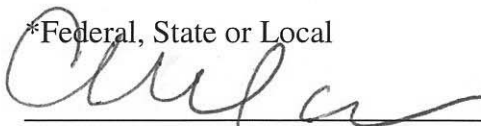
Debarment Certification

Parcels (if applicable):

Description of Services:

- (1) The CONTRACTOR certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default.
- (2) Where the CONTRACTOR is unable to certify to any of the statements in this certification, such CONTRACTOR shall attach an explanation to this certification.

*Federal, State or Local



Signature of Certifying Official

General Parton

Title

April 2, 2014

Date

ATTACHMENT H**Fees**

- Right of Way Agent Negotiation Services - \$5,000.00 per parcel
- Title and Closing Services - \$1,200.00 per parcel
- Residential Relocation Services - \$6,000.00 per displacee
- Business Relocation Services - \$7,000.00 per displacee
- Personal Property and Storage Relocation Services - \$2,000.00 per displacee
- Outdoor Sign Relocation Services - \$3,000.00 per displacee
- Condemnation Support Services - \$6,000.00 per parcel

Hourly basis:

Right of Way Manager	\$125 per hour
Senior Right of Way Agent	\$100-\$110 per hour
Right of Way Agent	\$85-\$95 per hour
Relocation Manager	\$125 per hour
Senior Relocation Agent	\$100-\$110 per hour
Relocation Agent	\$90 per hour
Support Staff	\$60-\$70 per hour

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> 12/03/18 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 12/11/18 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2018-61 CONSIDERATION AND APPROVAL OF A REIMBURSEMENT RESOLUTION EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of Resolution 2018-61 – Consideration and Approval of a Reimbursement Resolution Expressing Intent to Finance Expenditures to be Incurred.
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 2018-61 – Consideration and approval of a Reimbursement Resolution expressing intent to Finance Expenditures to be Incurred, as presented.**
6. Planning Committee's Recommendation: Approved Disapproved X None
7. Finance Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: X Approved Disapproved None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: X Approved Disapproved None
11. Chief Development Engineer's Recommendation: Approved Disapproved X None
12. Chief Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: X Approved Disapproved None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2018-61

APPROVAL OF A REIMBURSEMENT RESOLUTION EXPRESSING
INTENT TO FINANCE EXPENDITURES TO BE INCURRED

THIS RESOLUTION is adopted this 11th day of December, 2018 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”) is a political subdivision of the State of Texas authorized to finance its activities by issuing obligations; and

WHEREAS, the Authority will make, or has made not more than 60 days prior to the date hereof, payments with respect to the acquisition, construction, reconstruction or renovation of the projects listed on Exhibit A attached hereto (the “Financed Project”); and

WHEREAS, the Authority has concluded that it does not currently desire to issue obligations to finance the costs associated with the Financed Project; and

WHEREAS, the Authority desires to reimburse itself for the costs associated with the Financed Project from the proceeds of obligations to be issued subsequent to the date hereof; and

WHEREAS, the Authority reasonably expects to issue obligations to reimburse itself for the costs associated with the Financed 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 Authority reasonably expects to reimburse itself for costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the acquisition, construction, reconstruction or renovation of the Financed Project from the proceeds of obligations to be issued subsequent to the date hereof.

Section 3. The Authority reasonably expects that the maximum principal amount of

obligations issued to reimburse the Authority for the costs associated with the Financed Project will be \$61,000,000.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 11th day of December, 2018, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

DESCRIPTION OF PROJECT

<u>Purpose/Project</u>	<u>Aggregate Amount</u>
The acquisition and construction of toll road improvements, including the acquisition of right-of-way, to 365 Tollway from FM 396 (Anzalduas Highway) to US 281 (Military Highway)	\$61,000,000

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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>11/28/2018</u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u>12/11/2018</u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2018-68 – APPROVAL OF CHANGE ORDER NUMBER 11 FINAL AMENDED FINAL CLOSEOUT WITH FOREMOST PAVING, INC. FOR THE US281/MILITARY HIGHWAY OVERPASS/BORDER SAFETY INSPECTION FACILITY CONNECTOR PROJECT.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
To reconcile project quantities.
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 2018-68 Change Order 11, As presented to the Board of Directors on December 11, 2018.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
11. Construction Engineer's Recommendation: X Approved Disapproved None
12. Executive Director's Recommendation: X Approved Disapproved None



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Memorandum

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

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

Date: November 30, 2018

Subject: **CO#11**– CHANGE ORDER NUMBER 11 [Amended Final Closeout] WITH FOREMOST PAVING INC. FOR THE US 281/MILITARY HIGHWAY OVERPASS / BORDER SAFETY INSPECTION FACILITY (BSIF) CONNECTOR PROJECT.

Goal

Consideration and approval of Change Order No. 11 for project's final acceptance and closure.

Explanation

Project was officially accepted by the TxDOT. In an effort to provide full transparency, HCRMA is acknowledging the previously authorized transactions of Item 1008-6001 PRESSURE IRRIGATION PIPE PVC (18") @ \$44/LF. \$12,733.44 was hard adjustment on 18" Irrigation PVC pipe that was not fully utilized and acquired as per Material On Hand Specifications. The Authority remains in possession of 829LF of pipe received at a cost of \$15.36 / LF and is currently being stored at the City of Pharr Public Works Yard.

STAFF RECOMMENDATION:

Staff recommends approval for final reconciliation and official closure of the US 281 Military Highway Overpass / Border Safety Inspection Facility (BSIF) Connector Project with Foremost Paving.

Implementation of items on Change Order #11 result in an overall cost savings of \$220,232.16; revising the total project cost to \$19,205,314.28. The project is officially final and closed out.



RESOLUTION

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BOARD

RESOLUTION No. 2018-68

**APPROVAL OF CHANGE ORDER NUMBER 11 AND
AMENDED FINAL CLOSE OUT TO THE CONSTRUCTION
AGREEMENT WITH FOREMOST PAVING, INC.,
RECONCILIATION OF QUANTITIES FOR THE US281/
MILITARY HIGHWAY OVERPASS/BSIF CONNECTOR
PROJECT**

THIS RESOLUTION is adopted this 11th day of December, 2018 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

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

WHEREAS, on August 2, 2015, August 9, 2015 and August 16, 2015, the Authority published a solicitation for Contract No. 0220-01-023 for the US 281/BSIF Connector Project, an independent segment of the State Highway 365 Project (the “Project”); and

WHEREAS, on September 30, 2015, the Authority opened and read into the record four (4) formal sealed bids for the Project from: (i) Foremost Paving, Inc., (ii) Anderson Columbia Company, Inc., (iii) Texas SAI, and (iv) JD Abrams L.P., ranging in amounts from \$19,425,546.44 to \$22,793,714.80 for construction of the Project; and

WHEREAS, Foremost Paving, Inc. provided the lowest Project bid in the amount of \$19,425,546.44; and

WHEREAS, on November 30, 2015, the Authority received written concurrence from the Texas Department of Transportation that Foremost Paving, Inc., is the lowest, responsive and responsible bidder for the Project (the “Concurrence Letter”); and

WHEREAS, on December 15, 2015, the Authority approved the contract by and between Foremost Paving Inc. and the Authority for construction of the US281 Military Highway Overpass/BSIF Connector Project in the amount \$19,425,546.44 in substantially final form; and

WHEREAS, on April 26, 2016 the Authority approved Resolution 2016-72 Change Order Number One (1) to the contract by and between Foremost Paving Inc. and the Authority for construction of the US 281/Military Highway Overpass/BSIF Connector Project in the amount of \$6,623.32 for a new contract amount of \$19,432,169.76 and addition of three (3) calendar days for total of 538 days; and

WHEREAS, on July 26, 2016 the Authority approved Resolution 2016-89 Change Order Number Two (2) to the contract by and between Foremost Paving Inc. and the Authority for construction of the US 281/Military Highway Overpass/BSIF Connector Project in the amount of -\$279,383.60 for a new contract amount of \$19,152,786.16 and a calendar day total of 538 days; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-107 Change Order Number 3 to the Construction Contract with Foremost Paving, Inc. to adjust plan quantities in the amount of \$39,231.00 for the US 281/Military Highway Overpass/BSIF Connector Project for a new contract amount of \$19,192,017.16; and

WHEREAS, on March 27, 2017 the Authority approved Resolution 2017-29 Change Order Number 4 to the Construction Contract with Foremost Paving, Inc. to adjust plan quantities in the amount of (\$42,564.95) for the US 281/Military Highway Overpass/BSIF Connector Project for a new contract amount of \$19,149,022.09; and

WHEREAS, on June 27, 2017 the Authority approved Resolution 2017-60 Change Order Number 5 to the Construction Contract with Foremost Paving, Inc. to adjust plan quantities in the amount of \$22,341.85 for the US 281/Military Highway Overpass/BSIF Connector Project for a new contract amount of \$19,171,794.21; and

WHEREAS, on June 27, 2017 the Authority approved Resolution 2017-61 Change Order Number 6 to the Construction Contract with Foremost Paving, Inc., in the amount of \$48,774.00 for 3rd party change order for the US 281/Military Highway Overpass/BSIF Connector Project for a new contract amount of \$19,220,568.06; and

WHEREAS, on August 29, 2017 the Authority approved Resolution 2017-68 to the Construction Contract with Foremost Paving, Inc., to reflect the correct contract amount as \$19,220,137.94 due to a scrivener error on Resolution 2016-89, (\$279,383.60) should be (\$279,813.91); Resolution 2016-107 should be \$39,231.18; Resolution 2017-29 should be (\$42,564.94) bringing the correct contract amount to \$19,220,137.94; and

WHEREAS, on August 29, 2017 the Authority approved Resolution 2017-68 Change Order 7 to the Construction Contract with Foremost Paving, Inc., in the amount of \$80,894.98 and adding 5 days to reconcile and adjust plan quantities, for a new contract amount of \$19,301,032.92;

WHEREAS, on October 31, 2017 the Authority approved Resolution 2017-82 Change Order 8 to the Construction Contract with Foremost Paving, Inc., in the amount of \$41,680.75 to reconcile and adjust plan quantities, for a new contract amount of \$19,342,713.67;

WHEREAS, on March 27, 2018 the authority approved Resolution 2018-02 Change Order 9 and final close out to the Construction Contract with Foremost Paving, Inc., in the amount of \$(141,623.05) to reconcile project quantities, for a new contract amount of \$19,201,090.62.

WHEREAS, on August 28, 2018 the authority approved Resolution 2018-49 Change Order 10 and final close out to the Construction Contract with Foremost Paving, Inc., in the amount of \$(8,509.79) to reconcile project quantities, for a new contract amount of \$19,192,580.83.

WHEREAS, the authority finds it necessary to approve Resolution 2018-68 Change Order 11 amended final close out to the Construction Contract with Foremost Paving, Inc., in the amount of \$12,733.44 to reconcile project quantities, for a new contract amount of \$19,205,314.28.

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

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

Section 2. The Board hereby approves Resolution 2018-68 to the contract by and between Foremost Paving Inc. and the Authority for construction of the US 281/Military Highway Overpass/BSIF Connector Project for Change Order 11 in the amount of \$12,733.44 and a new contract amount of \$19,205,314.28.

Section 3. The Board hereby authorizes the Executive Director to execute Change Order 11 to the construction contract with Foremost Paving Inc. as approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 11th day of December 2018, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A
CONSTRUCTION CONTRACT
BETWEEN
FOREMOST PAVING INC.
AND
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FOR
CONSTRUCTION OF
US 281/MILITARY HIGHWAY OVERPASS/BSIF CONNECTOR PROJECT

CHANGE ORDER 11



600 W. INTERSTATE 2 | PHARR, TEXAS 78577 | (956) 702-6100 | WWW.TXDOT.GOV

November 14, 2018

Mr. Pilar Rodriguez, P.E.
Executive Director
Hidalgo County Regional Mobility Authority
203 W. Newcombe Avenue
Pharr, Texas 78577

Project: U.S. 281
Control Number: 0220-01-023
Project Number: CBI 1502 (587)
County: Hidalgo

Subject: Completion of Construction

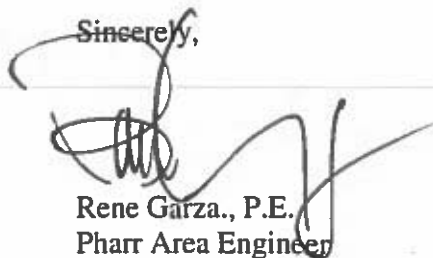
Dear Mr. Rodriguez,

You have satisfactorily completed the above project in accordance with the plans and specifications and approved changed orders on October 4, 2018. A final inspection was performed by the Pharr Area Office on July 20, 2018 and completion of the work items was verified by the project manager on August 7, 2018.

With this letter, and as per Chapter 10 of the Local Government Project Management Guide, a final reimbursement invoice along with the project records for final review and audit are requested from the Hidalgo County Regional Mobility Authority.

If you have any questions or comments concerning this matter, please feel free to contact Mr. Ricardo R. Bravo, P.E., Project Manager at (956) 702-6245.

Sincerely,



Rene Garza, P.E.
Pharr Area Engineer

CC: Juan Sustaita, P.E., TxDOT
Ricardo R. Bravo, P.E., TxDOT
Project Files



Board of Directors

S. David Deanda, Jr., Chairman
Forrest Runnels, Vice Chairman
Ricardo Perez, Secretary/Treasurer
Alonzo Cantu, Director
R. David Guerra, Director
Paul S. Moxley, Director
Ezequiel Reyna, Jr., Director

September 04, 2018

PROJECT: US281(Military Road) and BSIF PROJECT

IDN: 0220-01-023

LIMITS:

COUNTY: Hidalgo

Foremost Paving, Inc
22630 N. FM88
Elsa, TX 7854
ATTN: Mr. Joseph E. Forshage

Dear Mr. Forshage:

FPI has satisfactorily completed the above contract project in accordance with the plans and specifications, and/or approved Change Orders on September 4, 2018. The contract project was accepted by Hidalgo County Regional Mobility Authority and the TxDOT on this same date. A Statement of Costs to finalize costs by the owing party will be prepared and submitted by the HCRMA Construction Office.

The Hidalgo County Regional Mobility Authority strives in providing high quality services and a high quality of life to all who live, work and visit the Rio Grande Valley Region. We esteem the working partnership we have established in making the transportation facility a reality. If we may entertain any further questions or concerns, please contact our Construction Department at (956) 402-4763.

Sincerely,
Hidalgo Regional Mobility Authority



Ramon Navarro IV, P.E.
Interim Executive Director



Hidalgo County Regional Mobility Authority

Item History

0220-01-023 ETC

Line Number:	2710		
Item:	1008-6001		
Description:	PRSSR IRRIG PVC PIPE (18")		
Unit:	EA	Unit Price:	\$44.000
Original:	924.00	Quantity Paid:	95.00
Authorized:	95.00	Quantity Placed but not Paid:	0.00
Total Quantity Placed:	95.00	Amount Paid:	\$4,180.00
Placed Over Authorized:	0.00	Amount Unpaid:	\$0.00
Pending Quantity:	0.00	Authorized Amount:	\$4,180.00

Postings

Daily Report Date	Created By	Quantity Placed	Amount Placed	Status
05/11/2016	Ramon Navarro	95.00	\$4,180.00	Final
Location: STA.14+66.78 - 13+71.78 18" PVC, Page 209B / Page 127				
Remarks: placed along South San Juan Connector, east side				
Funding Details				
	HCRMA	95.00	\$4,180.00	
(1 Posting)	Totals:	95.00	\$4,180.00	

Payments

End Date	Payment #	Quantity Paid	Overage Quantity	Quantity Withheld	Amount Paid	Status
05/31/2016	4	95.00	0.00	0.00	\$4,180.00	Paid
(1 Payment)	Total:	95.00			\$4,180.00	

Change Orders

Date	Change Order #	Change	Amount	Status
02/28/2018	1	-64.00	-\$2,816.00	Approved
Funding Details				
	HCRMA	-64.00	-\$2,816.00	
10/01/2016	2	-765.00	-\$33,660.00	Approved
Funding Details				
	HCRMA	-765.00	-\$33,660.00	

Date	Change Order #	Change	Amount	Status
12/14/2016	3	0.00	\$0.00	Approved
	Funding Details			
01/25/2017	4	0.00	\$0.00	Approved
	Funding Details			
04/25/2017	5	0.00	\$0.00	Approved
	Funding Details			
06/29/2017	6	0.00	\$0.00	Approved
	Funding Details			
06/29/2017	7	0.00	\$0.00	Approved
	Funding Details			
07/28/2017	8	0.00	\$0.00	Approved
	Funding Details			
11/21/2017	9	0.00	\$0.00	Approved
	Funding Details			
11/28/2017	10	0.00	\$0.00	Approved
	Funding Details			
(10 Change Orders)		Totals:	- \$36,476.00	

Stockpile Payments

Stockpile: 4 - SECTION 1 (US-281) 18" PVC						
End Date	Payment No.	Transaction	Advancement Amt	Recovery Rate	Recovery Qty	Recovered
05/31/2016	4	Advancement	\$12,733.44	\$15.36	829.00	
05/31/2016	4	Recovery				\$0.00
10/31/2016	9	Advancement	-\$12,733.44	\$0.00	0.00	
10/31/2016	9	Recovery				\$0.00
(2 Stockpiles)			Amount Remaining:		\$0.00	



Form 1914

CONTROL: 0220-01-023, ETC ✓
PROJECT: BID# 2015-001 ✓
HIGHWAY: US 281 ✓
COUNTY: HIDALGO ✓

REQUEST FOR PAYMENT OF MATERIALS ON HAND SUMMARY PAGE

Sheet Totals	Amount
SHEET 1 of 2	\$ 325,807.19 ✓
SHEET 2 of 2	\$ 85,146.00 ✓
SHEET of	
SHEET of	
SHEET of	
SHEET of	
Total Value:	\$ 410,953.19 ✓
Less Previous Total Value:	\$ 410,953.19 ✓
Net Change This Estimate:	\$ 0.00 ✓

1. Materials are non-perishable and suitable for incorporation into the work.
2. Base and aggregates are stockpiled at a non-commercial plant (source) in the vicinity of the project.
A commercial source is defined as any source that supplies Base, Aggregates, HMACP or Concrete to the general public.
3. All materials are stored properly to prevent deterioration, contamination or intermingling of stockpiles.
4. Paid invoices are on file for any material that has been included in two estimate cycles.
5. The signatory hereby warrants that they have the authority to execute this request.

I certify that the quantities and values shown on this request for payment are true and correct. The materials are stored on the project site, or in a HCRMA approved location(s), and meet all the requirements shown hereon.

FOREMOST PAVING, INC. ✓
Contractor

JOSEPH E. FORSHAGE ✓

Name (Print or Type) ✓

PRESIDENT

Signature

Martha Garza

11/14/2016 ✓

Date



Form 1915
Sheet 2 of 2

CSJ: 0220-01-023, ETC. ✓
PROJECT: BID# 2015-001 ✓
HIGHWAY: US 281 ✓
COUNTY: HIDALGO ✓

REQUEST FOR PAYMENT OF MATERIAL ON HAND

CONTRACTOR FOREMOST PAVING, INC. ✓

Estimate Period From 10/01/16 To 10/31/16 ✓

Line No.	Item and Description Number (0000-00000)	Material Description and Location	Unit Of Meas	Received This Period	Previous Quantity on Hand	Used This Period	Balance On Hand	Unit Price \$	Total Installed to Date	Plan Qty	Total Value \$
0440	0422-6001	CONCRETE DECK PANELS	SF	0.0000	16,091.4600	0.0000	16,091.4600	\$ 3.9100	0.0000	16,091.4600	\$ 62,917.6086
0450	0425-6039	TX54 BEAMS	LF	0.0000	2,835.0000	0.0000	2,835.0000	\$ 88.6600	0.0000	2,835.0000	\$ 251,351.1000
0450	0425-6039	TX54 BEAM BEARING PADS	EA	0.0000	60.0000	0.0000	60.0000	\$ 192.3080	0.0000	2,835.0000	\$ 11,538.4800
							0.0000				\$ 0.0000

Grand Total

\$ 325,807.19

Sheet 2 Total \$ 325,807.19

"By submitting a request for Material on Hand (MOH) payment, the Contractor expressly authorizes Hidalgo County Regional Mobility Authority (Authority) to audit MOH records, and to perform process reviews of the record-keeping system. If the Authority determines non-compliance with any of the requirements of the contract, the Authority may exclude payment for any or all MOH for the duration of the Contract".

Signature of Contractor Authorized Representative: Martín García

Date: 11/14/2016



Form 1915
Sheet 2 of 2

CSJ: 0220-01-023, ETC/
PROJECT: BID# 2015-001
HIGHWAY: US 281
COUNTY: HIDALGO

REQUEST FOR PAYMENT OF MATERIAL ON HAND

CONTRACTOR SOUTHWEST ROAD & SAFETY CONTRACTORS, LTD.

Estimate Period From 10/01/16 To 10/31/16

Line No.	Item and Description Number (0000-0000)	Material Description and Location	Unit Of Meas	Received This Period	Previous Quantity on Hand	Used This Period	Balance On Hand	Unit Price \$	Total Installed to Date	Plan Qty	Total Value \$
1070	0545-6001	CRASH CUSHION ATTEN (INSTL)	EA	0.0000	12.0000	0.0000	12.0000	\$ 7,095.500	0.0000	18.0000	\$ 85,146.0000
							0.0000				\$ 0.0000
							0.0000				\$ 0.0000
							0.0000				\$ 0.0000

Grand Total

\$ 85,146.00

Sheet 2 Total \$ 85,146.00

"By submitting a request for Material on Hand (MOH) payment, the Contractor expressly authorizes Hidalgo County Regional Mobility Authority (Authority) to audit MOH records, and to perform process reviews of the record-keeping system. If the Authority determines non-compliance with any of the requirements of the contract, the Authority may exclude payment for any or all MOH for the duration of the Contract".

Signature of Contractor Authorized Representative : Martina Lopez

Date: 11/14/2016



Form 1914

CONTROL: 0220-01-023, ETC ✓

PROJECT: BID# 2015-001 ✓

HIGHWAY: BSIF ✓

COUNTY: HIDALGO ✓

Handwritten: Jm
RM 11/17/16

REQUEST FOR PAYMENT OF MATERIALS ON HAND SUMMARY PAGE

Sheet Totals	Amount
SHEET <u>1</u> of <u>1</u>	\$ 0.00 ✓
SHEET _____ of _____	
SHEET _____ of _____	
SHEET _____ of _____	
SHEET _____ of _____	
SHEET _____ of _____	
Total Value:	\$ 0.00 ✓
Less Previous Total Value:	\$ 12,733.44 ✓
Net Change This Estimate:	(\$ 12,733.44) ✓

1. Materials are non-perishable and suitable for incorporation into the work.
2. Base and aggregates are stockpiled at a non-commercial plant (source) in the vicinity of the project.
A commercial source is defined as any source that supplies Base, Aggregates, HMA or Concrete to the general public.
3. All materials are stored properly to prevent deterioration, contamination or intermingling of stockpiles.
4. Paid invoices are on file for any material that has been included in two estimate cycles.
5. The signatory hereby warrants that they have the authority to execute this request.

I certify that the quantities and values shown on this request for payment are true and correct. The materials are stored on the project site, or in a HCRMA approved location(s), and meet all the requirements shown hereon. ✓

FOREMOST PAVING, INC.

Contractor

JOSEPH E. FORSHAGE

Name (Print or Type)

PRESIDENT

Title

Signature

Handwritten Signature: Martha Garza
Date

11/16/2016



Form 1915
Sheet 2 of 2

CSJ: 0220-01-023, ETC. ✓
PROJECT: BID# 2015-001 ✓
HIGHWAY: BSIF ✓
COUNTY: HIDALGO ✓

REQUEST FOR PAYMENT OF MATERIAL ON HAND

CONTRACTOR GO UNDERGROUND, LLC ✓

Estimate Period From 10/01/16 To 10/31/16

Line No.	Item and Description Number (0000-00000)	Material Description and Location	Unit Of Meas	Received This Period	Previous Quantity on Hand	Used This Period	Balance On Hand	Unit Price \$	Total Installed to Date	Plan Qty	Total Value \$
2710	1008-6001	PRSSR IRRIGATION PVC PIPE (18")	LF	0.0000	829.0000	829.0000	0.0000	\$ 15.3600	95.0000	924.0000	\$ 0.0000
							0.0000				\$ 0.0000
							0.0000				\$ 0.0000
							0.0000				\$ 0.0000

Grand Total

\$ 0.00

Sheet 2 Total \$ 0.00

"By submitting a request for Material on Hand (MOH) payment, the Contractor expressly authorizes Hidalgo County Regional Mobility Authority (Authority) to audit MOH records, and to perform process reviews of the record-keeping system. If the Authority determines non-compliance with any of the requirements of the contract, the Authority may exclude payment for any or all MOH for the duration of the Contract".

Signature of Contractor Authorized Representative :

Date: 11/16/2016

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Item 3C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3C </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 12/03/18 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 12/11/18 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2018-71 ADOPTION OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY FISCAL YEAR 2019 OPERATING AND CAPITAL BUDGET.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and adoption of Fiscal Year 2019 Budget. The HCRMA's fiscal year begins January 1, 2019 and ends December 31, 2019.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: **Motion to approve Resolution 2018-71 – Adoption of the Hidalgo County Regional Mobility Authority's Fiscal Year 2019 Operating and Capital Budget.**
6. Program Manager's Recommendation: X Approved Disapproved None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: X Approved Disapproved None
11. Chief Development Engineer's Recommendation: Approved Disapproved X None
12. Chief Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: X Approved Disapproved None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2018-71

ADOPTION OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FISCAL YEAR 2019 OPERATING AND CAPITAL BUDGET

THIS RESOLUTION is adopted this 11th day of December, 2018 by the Board of Director of the Hidalgo County Regional Mobility Authority.

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

WHEREAS, the Authority was created by Order of Hidalgo County (the “County”) dated October 26, 2004; Petition of the County dated April 21, 2005; and a Minute Order of the Texas Transportation Commission (the “Commission”) dated November 17, 2005, pursuant to provisions under the Act the Authority; and

WHEREAS, the Authority is required to report to the Texas Department of Transportation the annual operating and capital budget adopted pursuant to the Texas Administrative Code, Title 43, Part 1, Chapter 26, Subchapter G (Regional Mobility Authority Reports and Audits), as amended; and

WHEREAS, the Authority’s fiscal year commences on January 1, 2019 and ends on December 31, 2019; and

WHEREAS, the Authority has reviewed the proposed Fiscal Year 2019 Budget for the necessary operating and capital expenses;

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

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board adopts the Fiscal Year 2019 Operating and Capital Budget, hereto attached as Exhibit A.
- Section 3. The Board of Directors authorize the Executive Director to manage and administer the Fiscal Year 2019 Operating and Capital Budget.

Passed and Approved as to be effective immediately this 11th day of December 2018, at a regular meeting of the Board of Directors of the Hidalgo County Regional Mobility Authority at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.

S. David Deanda, Jr., Chairman

Attest:

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FISCAL YEAR 2019
OPERATING AND CAPITAL BUDGET



Memorandum

November 29, 2018

To: S. David Deanda, Jr., Chairman

From: Pilar Rodriguez, Executive Director

Jose H. Castillo, Chief Financial Officer 

Subject: 2019 Budget

Background

As provided by law and good business practice, the Hidalgo County Regional Mobility Authority preliminary budget as recommended for 2019 year 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 SH 365 Toll Project are determined and amended budget for the project will be submitted.

Overview of the Budget

The budget for 2019 as presented basically reflects the same totals as last year's budget-- total spending at \$6.7M—with \$2.7 for operations and \$3.9M for debt service.

General Fund – Within the General Fund, the Vehicle Registration Fees were estimated to remain stable over the estimate for 2019 and an increase in the overweight permit fees. Spending is anticipated to decrease by \$65,578.

- The 2019 proposed budget is divided into four (4) Departments:
 - Administration Office with a proposed budget of \$1,211,700;
 - Construction Department with a proposed budget of \$886,467;
 - Program Management Department with a proposed budget of \$630,300 and a new department;
 - ROW Operations Department with a proposed budget of \$7,200. The purpose of this department is to record maintenance and related expenses associated with currently completed projects and future projects.

- The 2018 budget authorized 17 positions, which remained the same for the 2019 proposed budget. Total compensation, including fringe benefits, and administrative fees amount to \$2,009,117. Consisting of:
 - Administration--\$748,150;
 - Construction management--\$731,067; and
 - Program management--\$499,200.

As reflected in the budget summary, the bond coverage ratio for the VRF Series 2013 Bond is still manageable at 1.69 coverage ratio and the number of days in working capital at 436 days.

Debt Service Funds

Debt service requirement for the current revenue bond series 2013 is estimated at \$3.9M. Additionally, \$1.0M will be transferred from current excess vehicle registration fees as required by the State Infrastructure Bank Loan (SIB) agreement.

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 2019 Budget be approved and adopted as presented.

<p align="center">Hidalgo County Regional Mobility Authority 2019 Combined Budget Summary All Funds</p>
--

	Beginning Net Position	Projected Revenues	Transfers In	Transfers Out
General Fund				
General Fund	\$ 3,136,268	\$ 7,925,000	\$ -	\$ (5,057,344)
Total General Fund	<u>\$ 3,136,268</u>	<u>\$ 7,925,000</u>	<u>\$ -</u>	<u>\$ (5,057,344)</u>
Debt Service Funds				
Senior Lein Vehicle Registration Fee Series 2013 Revenue and Refunding Bonds	\$ 353,550	\$ 10,000	\$ 3,974,912	\$ -
Junior Lein Revenue Bond, Taxable Series 2016	<u>3,192,461</u>	<u>55,000</u>	<u>1,082,432</u>	<u>-</u>
Tota Debt Service Fund	<u>\$ 3,546,011</u>	<u>\$ 65,000</u>	<u>\$ 5,057,344</u>	<u>\$ -</u>
TOTALS	<u><u>\$ 6,682,279</u></u>	<u><u>\$ 7,990,000</u></u>	<u><u>\$ 5,057,344</u></u>	<u><u>\$ (5,057,344)</u></u>



Operations	Capital Assets	Debt Service	Total Appropriations	Revenue Over/Under Expenses	Estimated Ending Net Position
\$ 2,631,667	\$ 104,000	\$ -	\$ 2,735,667	\$ 131,989	\$ 3,268,257
<u>\$ 2,631,667</u>	<u>\$ 104,000</u>	<u>\$ -</u>	<u>\$ 2,735,667</u>	<u>\$ 131,989</u>	<u>\$ 3,268,257</u>
\$ -	\$ -	\$ 3,974,912	\$ 3,974,912	\$ 10,000	\$ 363,550
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,137,432</u>	<u>4,329,893</u>
<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,974,912</u>	<u>\$ 3,974,912</u>	<u>\$ 1,147,432</u>	<u>\$ 4,693,443</u>
<u>\$ 2,631,667</u>	<u>\$ 104,000</u>	<u>\$ 3,974,912</u>	<u>\$ 6,710,579</u>	<u>\$ 1,279,421</u>	<u>\$ 7,961,700</u>

Hidalgo County Regional Mobility Authority
General Fund Budget Summary
For Year Ending December 31, 2019



	Actual 2017	Budget 2018	Estimated 2018	Budget 2019
Beginning Working Capital	\$ 7,223,599	\$ 2,126,984	\$ 2,371,807	\$ 3,136,268
Revenues				
Vehicle Registration Fees	5,926,870	6,500,000	6,500,000	6,700,000
Permit fees oversize	393,309	945,000	1,000,000	1,200,000
Interest Income	37,737	30,000	25,000	25,000
Other income	59,264	-	60,500	-
Total Revenues	6,417,180	7,475,000	7,585,500	7,925,000
Expenditures				
Summary				
Personnel Services	995,571	1,956,345	1,067,918	1,978,417
Supplies	8,108	30,000	8,250	27,000
Other Services and Charges	348,833	555,900	478,750	497,050
Maintenance	120	108,000	219,000	76,000
Non-capital Outlay	97,980	76,000	8,600	53,200
Capital Outlay	8,606	75,000	-	104,000
Total Expenditures	1,459,218	2,801,245	1,782,518	2,735,667
Net Increase Before Other Financing Sources (Uses)	4,957,962	4,673,755	5,802,982	5,189,333
Other Financing Sources (Uses):				
Transfers-In (Out)				
Capitalized const.-CIP	(1,493,232)	-	-	-
Transfer-out VRF 13 Bonds	(3,300,000)	-	-	-
Debt Service Fund - VRF 2013 Bonds	(3,976,522)	(3,976,913)	(3,976,913)	(3,974,912)
Debt Service Fund - SIB Loan	(1,040,000)	(1,061,208)	(1,061,608)	(1,082,432)
Total Other Financing Uses	(9,809,754)	(5,038,121)	(5,038,521)	(5,057,344)
Net Increase (Decrease) After Other Financing Sources (Uses)	(4,851,792)	(364,366)	764,461	131,989
Ending Working Capital	<u>\$ 2,371,807</u>	<u>\$ 1,762,618</u>	<u>\$ 3,136,268</u>	<u>\$ 3,268,257</u>
Operating Expenditures per Day	\$ 3,998	\$ 7,675	\$ 4,884	\$ 7,495
No. of Days of Operating Expenditures in Working Capital	593	230	642	436
Bond Coverage Ratio: VRF Series 2013 Bonds	1.49	1.63	1.63	1.69

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:	2017	2018	2018	2019
Personnel Services				
Salaries and Wages	\$ 811,204	\$ 1,592,469	\$ 828,125	\$ 1,614,867
Employee Benefits	167,567	330,726	222,693	330,400
Administrative Cost	16,800	33,150	17,100	33,150
Supplies	8,108	30,000	8,250	27,000
Other Services and Charges	348,833	555,900	478,750	497,050
Maintenance	120	108,000	219,000	76,000
Operations Subtotal	1,352,632	2,650,245	1,773,918	2,578,467
Capital Outlay	106,586	151,000	8,600	157,200
Total Expenditures	\$ 1,459,218	\$ 2,801,245	\$ 1,782,518	\$ 2,735,667
PERSONNEL				
Exempt	6	7	6	8
Non-Exempt	2	10	2	9
Part-Time	1	-	1	-
Total Positions Authorized	9	17	9	17

Contact Us:

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

MAJOR FY 2019 GOALS

- 1.) Begin construction of the 365 Toll Project**
- 2.) Enviornmental clearance commplete document for the International Bridge Trade Corridor Project.**

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:	2017	2018	2018	2019

COMPENSATION

Exempt

Executive Director	199,975	\$ 200,000	\$ 163,600	\$ 200,000
Chief Auditor/Compliance/Officer	99,819	99,809	102,000	101,816
Chief Financial Officer	33,311	130,000	36,300	130,000
ROW Acquisition Coordinator	77,714	78,797	77,500	78,797
Supplemental pay	22,543	-	-	-

Total Exempt	433,362	508,606	379,400	510,613
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Non-Exempt

Administrative Assistant II	39,781	39,500	41,200	40,487
Contingency		11,878	-	17,600

Total Non-Exempt	39,781	51,378	41,200	58,087
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Other

Overtime	107	-	200	500
Vehicle Allowance	22,800	30,000	20,700	30,000
Phone Allowance	5,100	6,300	4,725	6,300

Total Other	28,007	36,300	25,625	36,800
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Sub-Total	501,150	596,284	446,225	605,500
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Benefits/Other:

Social Security	30,622	45,616	33,093	49,300
Health Insurance	20,304	31,901	26,600	32,000
Retirement	38,195	48,538	33,400	51,600
Administrative Fee	9,750	9,750	9,300	9,750

Total Compensation and Adm. Fees	600,021	732,089	548,618	748,150
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SUPPLIES

Office Supplies	3,129	10,000	5,000	10,000
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Total Supplies	3,129	10,000	5,000	10,000
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OTHER SERVICES & CHARGES

Janitorial	-	-	1,000	1,000
Utilities	1,852	2,400	2,000	2,400
Contractual Adm/IT Services	-	10,000	54,000	13,000
Dues & Subscriptions	29,528	30,000	13,000	30,000
Subscriptions-software	-	5,000	6,400	3,500
Postage/FedEx/Courier Services	2,175	3,000	2,300	3,000
General Liability	3,250	5,000	5,000	5,000
Insurance - E&O	-	1,500	1,500	1,500
Insurance - Surety	693	800	800	800
Insurance - LOC	1,236	500	550	550

Insurance - Other	-	1,500	2,500	2,500
Business Meals	-	-	1,200	1,000
Advertising	9,653	10,000	4,500	4,000
Training	1,685	8,000	6,000	8,000
Travel	5,774	15,000	4,000	15,000
Printing	9,270	12,000	8,500	10,000
Accounting & Auditing	28,298	33,000	29,000	25,000
Legal services	52,816	50,000	42,000	50,000
Legal services-gov. affairs	130,000	120,000	120,000	120,000
Financial consulting fees	9,600	32,000	1,900	2,000
Insurance consultant	-	-	9,000	7,000
Rental - Office	23,635	60,000	49,000	54,000
Rental - Office Equipment	9,888	10,000	8,300	8,500
Rental- Other	550	5,000	-	1,000
Contractual Website Services	2,400	2,400	2,400	2,400
Penalties & Interest	-	500	100	500
Miscellaneous	1,673	500	-	500
Total Other Services & Charges	323,976	418,100	374,950	372,150
<u>MAINTENANCE</u>				
Building Remodel	-	100,000	215,000	65,000
Maintenance and Repairs	120	8,000	4,000	5,000
Total Maintenance	120	108,000	219,000	70,000
<u>CAPITAL OUTLAY</u>				
Software	-	5,000	-	5,000
Non-capital	-	5,000	3,600	6,400
Total Capital Outlay	-	10,000	3,600	11,400
Total Expenditures	\$ 927,246	\$ 1,278,189	\$ 1,151,168	\$ 1,211,700

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 2017	Budget 2018	Estimated 2018	Budget 2019
COMPENSATION				
Exempt				
Construction Engineer	\$ 121,736	\$ 123,000	\$ 126,000	\$ 126,000
Supplemental pay	7,236	-	-	-
Total Exempt	128,972	123,000	126,000	126,000
Non-Exempt				
Construction Inspector Sr	-	65,000	-	65,000
Construction Inspectors (4)	-	220,000	-	220,000
Construction Records Specialist	41,534	41,500	42,900	42,538
Administrative Assistant III	51,995	52,729	53,200	52,729
Contingency	-	12,481	-	16,700
Total Non-Exempt and Contingency	93,529	391,710	96,100	396,967
Other				
Overtime	-	25,000	-	25,000
Vehicle Allowance	7,200	43,200	20,700	43,200
Phone Allowance	3,600	10,800	4,700	9,600
Total Other	10,800	79,000	25,400	77,800
Sub-Total	233,301	593,710	247,500	600,767
Benefits/Other:				
Social Security	17,031	45,419	33,100	42,800
Health Insurance	18,998	26,869	25,600	27,000
Retirement	18,990	48,328	33,400	44,900
Administrative Fee	5,850	15,600	5,850	15,600
Total Compensation and Adm. Fees	294,170	729,926	345,450	731,067
SUPPLIES				
Office Supplies	1,273	5,000	2,500	5,000
Small Tools	3,706	10,000	500	10,000
Total Supplies	4,979	15,000	3,000	15,000
OTHER SERVICES & CHARGES				
Janitorial	3,120	3,200	2,900	600
Utilities	572	3,400	3,400	600
Uniforms	-	4,700	-	6,000
Dues & Subscriptions	448	2,000	1,000	2,000
Subscriptions-software	-	22,000	22,800	27,000
Advertising	-	8,000	-	2,500
Training	1,870	2,000	3,000	5,000
Travel	3,128	7,500	2,000	8,000
Rental-Office	4,200	16,800	16,800	2,800
Rental-Office Equipment	4,795	2,700	3,200	3,200
Rental-Other	-	1,500	-	1,500
Total Other Services & Charges	18,133	73,800	55,100	59,200
CAPITAL OUTLAY				
Capital Outlay	-	51,000	-	54,000
Non-Capitalized	-	26,000	-	27,200
	-	77,000	-	81,200
Total Expenditures	\$ 317,282	\$ 895,726	\$ 403,550	\$ 886,467

Mission Statement:

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Department Summary

	Actual	Budget	Estimated	Budget
Expenditure Detail:	2017	2018	2018	2019
<u>COMPENSATION</u>				
Exempt				
Deputy Executive Dir./Program Mgr.	\$ -	\$ 150,000	\$ -	\$ 150,000
Chief Development Engineer	71,907	123,000	126,000	126,000
Designer	-	70,000	-	70,000
Total Exempt	71,907	343,000	126,000	346,000
Non-Exempt				
Administrative Assistant I	-	31,000	-	31,000
Contingency	-	9,275	-	11,900
Total Non-Exempt and Contingency	-	40,275	-	42,900
Other				
Overtime	-	-	-	500
Vehicle Allowance	4,154	14,400	7,200	14,400
Phone Allowance	692	4,800	1,200	4,800
Total Other	4,846	19,200	8,400	19,700
Sub-Total	76,753	402,475	134,400	408,600
Benefits/Other:				
Social Security	5,626	30,789	9,800	30,300
Health Insurance	11,794	20,505	17,500	20,500
Retirement	6,007	32,761	10,200	32,000
Administrative Fee	1,200	7,800	1,950	7,800
Total Compensation and Adm. Fees	101,380	494,331	173,850	499,200
<u>SUPPLIES</u>				
Office Supplies	-	5,000	250	2,000
Total Supplies	-	5,000	250	2,000
<u>OTHER SERVICES & CHARGES</u>				
Dues & Subscriptions	2,098	2,500	1,000	2,500
Subscriptions-Software	-	52,000	45,500	54,000
Training	350	2,500	1,200	3,000
Travel	4,276	7,000	1,000	5,000
Total Other Services & Charges	6,724	64,000	48,700	64,500
<u>CAPITAL OUTLAY</u>				
Capital	8,606	19,000	-	45,000
Non-capitalized	97,980	45,000	5,000	19,600
Total Capital Outlay	106,586	64,000	5,000	64,600
Total Expenditures	\$ 214,690	\$ 627,331	\$ 227,800	\$ 630,300

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:	2017	2018	2018	2019
<u>MAINTENANCE</u>	-	-	-	-
Maintenance and Repairs-BSIF	-	-	-	6,000
Total Maintenance	-	-	-	6,000
<u>OTHER SERVICES & CHARGES</u>				
Utilities-BSIF	-	-	-	1,200
Total Other Services & Charges	-	-	-	1,200
Total Expenditures	\$ -	\$ -	\$ -	\$ 7,200

Hidalgo County Regional Mobility Authority
DEBT SERVICE FUND
Senior Lein Vehicle Registration Fee Series 2013 Revenue and Refunding Bonds
Fund Balance Summary
For Year Ending December 31, 2019

www.hcrma.net



	Actual 2017	Budget 2018	Estimated 2018	Budget 2019
Beginning Fund Balance	\$ 326,136	\$ 329,860	\$ 336,350	\$ 353,550
Revenues:				
Interest	7,955	-	18,000	10,000
Total Revenues	<u>7,955</u>	<u>-</u>	<u>18,000</u>	<u>10,000</u>
Expenditures:				
Principal	1,140,000	1,175,000	1,175,000	1,220,000
Interest and Fee Expenses	<u>2,835,262</u>	<u>2,801,913</u>	<u>2,801,913</u>	<u>2,754,912</u>
Total Debt Service Expenditures	<u>3,975,262</u>	<u>3,976,913</u>	<u>3,976,913</u>	<u>3,974,912</u>
Total Expenditures	<u>3,975,262</u>	<u>3,976,913</u>	<u>3,976,913</u>	<u>3,974,912</u>
Other Financing Sources:				
Transfer-in General Fund	<u>3,977,521</u>	<u>3,976,913</u>	<u>3,976,113</u>	<u>3,974,912</u>
Total Other Financing Sources	<u>3,977,521</u>	<u>3,976,913</u>	<u>3,976,113</u>	<u>3,974,912</u>
Ending Fund Balance	<u><u>\$ 336,350</u></u>	<u><u>\$ 329,860</u></u>	<u><u>\$ 353,550</u></u>	<u><u>\$ 363,550</u></u>

Hidalgo County Regional Mobility Authority
DEBT SERVICE FUND
Junior Lein Revenue Bond, Taxable Series 2016A
Fund Balance Summary
For Year Ending December 31, 2019

www.hcrma.net



	Actual 2017	Budget 2018	Estimated 2018	Budget 2019
Beginning Fund Balance	\$ 1,020,874	\$ 2,077,400	\$ 2,080,853	\$ 3,192,461
Revenues:				
Interest	19,979	25,000	50,000	55,000
Total Revenues	<u>19,979</u>	<u>25,000</u>	<u>50,000</u>	<u>55,000</u>
Expenditures:				
Principal	-	-	-	-
Interest Expense	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Debt Service Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Other Financing Sources:				
Transfer-in General Fund	<u>1,040,000</u>	<u>1,061,208</u>	<u>1,061,608</u>	<u>1,082,432</u>
Total Other Financing Sources	<u>1,040,000</u>	<u>1,061,208</u>	<u>1,061,608</u>	<u>1,082,432</u>
Ending Fund Balance	<u><u>\$ 2,080,853</u></u>	<u><u>\$ 3,163,608</u></u>	<u><u>\$ 3,192,461</u></u>	<u><u>\$ 4,329,893</u></u>

Item 3D

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3D </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 12/03/18 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 12/11/18 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2018-72 – ADOPTION OF 2019-2023 STRATEGIC PLAN UPDATE FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY LOOP SYSTEM.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No

Consideration and Approval of Resolution 2018-72 Hidalgo County Regional Mobility Authority 2019-2023 Strategic Plan Update for the HCRMA Loop System.
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 2018-72 - Adoption of 2019-2023 Strategic Plan Update for the Hidalgo County Regional Mobility Authority Loop System.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: X Approved Disapproved None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
11. Chief Development Engineer's Recommendation: X Approved Disapproved None
12. Chief Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: X Approved Disapproved None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION NO. 2017 – 72

ADOPTION OF 2019-2023 STRATEGIC PLAN UPDATE FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY LOOP SYSTEM

THIS RESOLUTION is adopted this 11th day of December 2018 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 March 28, 2012, the Authority approved the 2012-2017 Strategic Plan - Project Manager Strategy No. 8, which included SH 365 with a four (4) lane roadway and no bridge structure over the Anzalduas Bridge from the limits of US 281/Military Highway to FM 396; and

WHEREAS, on October 18, 2012, the Authority amended the 2012-2017 Strategic Plan – Project Manager Strategy No. 8 adding approximately 3.15 miles of roadway to the SH 365 project from FM 396 to FM 1016; and

WHEREAS, on October 16, 2013, the Authority amended the 2012-2017 Strategic Plan – Program Manager Strategy No. 8 to include the Program Manager recommendation scenario 3 of the Value Engineering Study for the State Highway 365 Project with an estimated saving of \$23.73 million for the project; and

WHEREAS, on March 19, 2014, the Authority adopted Scenario 3 of the Value Engineering Study recommendations for the International Bridge Trade Corridor Project with an estimated saving of \$57.26 Million and updated the 2015-2019 Strategic Plan as required by Chapter 370 of the Texas Transportation Code biannually; and

WHEREAS, on September 24, 2014, the Authority accepted the Investment Grade Traffic & Revenue projections for the State Highway 365, International Bridge Trade Corridor and State Highway 68 Project to be incorporated into the 2015-2019 Strategic Plan Update;

WHEREAS, on September 24, 2014, the Authority approved the 2015-2019 Strategic Plan Update that incorporates the Investment Grade Traffic & Revenue projections provided by C&M Associates dated September 11, 2014; and

WHEREAS, on December 20, 2016, the Authority approved the 2017-2021 Strategic Plan as required by Chapter 370 of the Texas Transportation Code biannually;

WHEREAS, the Authority finds it necessary to update the 2019-2023 Strategic Plan as required by Chapter 370 of the Texas Transportation Code biannually;

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 updates and adopts the 2019-2023 Strategic Plan Update for the 365 Tollway, International Bridge Trade Corridor, State Highway 68, Segment A (West), Segment C and Farm-to-Market 1925 Projects hereto attached as Exhibit A.

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 11th day of December 2018, at which meeting a quorum was present.

S. David Denada, Jr., Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
2019-2023 STRATEGIC PLAN UPDATE
DATED DECEMBER 11, 2018

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

HCRMA Board of Directors

S. David Deanda, Jr., Chairman

Forrest Runnels, Vice-Chairman

Ricardo Perez, Secretary/Treasurer

R. David Guerra, Director

Paul S. Moxley, Director

Alonzo Cantu, Director

Ezequiel Reyna, Jr., Director

HCRMA Staff

Pilar Rodriguez, PE, Executive Director

Eric Davila, PE, PMP, CFM, Chief Development Eng.

Ramon Navarro IV, PE, CFM, Chief Constr. Eng.

Celia Gaona, CIA, Chief Auditor/Compliance Ofcr.

Jose Castillo, Chief Financial Ofcr.

Sergio Mandujano, Constr. Records Keeper

Maria Alaniz, Admin. Assistant

Flor E. Koll, Admin. Assistant III (Constr.)

General Engineering Consultant

HDR ENGINEERING, INC.

Strategic Plan Update 2019-2023



HCRMA
Local Project

TxDOT Pharr
District Project

2019-2023 STRATEGIC PRIORITIES

US 83 Relief Route
(Seg. 1 Frontage Rds)
Constr. Cost: \$87.2M
Tot. Dev. Cost: \$122.5M
* Includ. \$30.5M in
Prop 1 Funding.

Section C
Constr. Cost: \$407M
Tot. Dev. Cost: \$544M

Section A (West)
Constr. Cost: \$135M
Tot. Dev. Cost: \$175M

FM 1925 (Seg. 1 & 2
from I-69C to I-69E)
Constr. Cost: \$190M
Tot. Dev. Cost: \$255M
* Joint project between
HCRMA, CCRMA, and
TxDOT.

SH 68 (Seg. 1 Frontage Rds)
Constr. Cost: \$55M
Tot. Dev. Cost: \$95M
* TxDOT grants for \$85M.

IBTC (Segs. 1 - 3)
Constr. Cost (2018): \$82.6M
Tot. Dev. Cost: \$132.3M
* Significant shovel ready
activity funded by HCRMA.
\$12M in VRF Match funds
assigned for ROW. NEPA
Clearance by Early 2020.

365 Seg. 3
Closeout achieved
11/2018, facility open
to traffic.

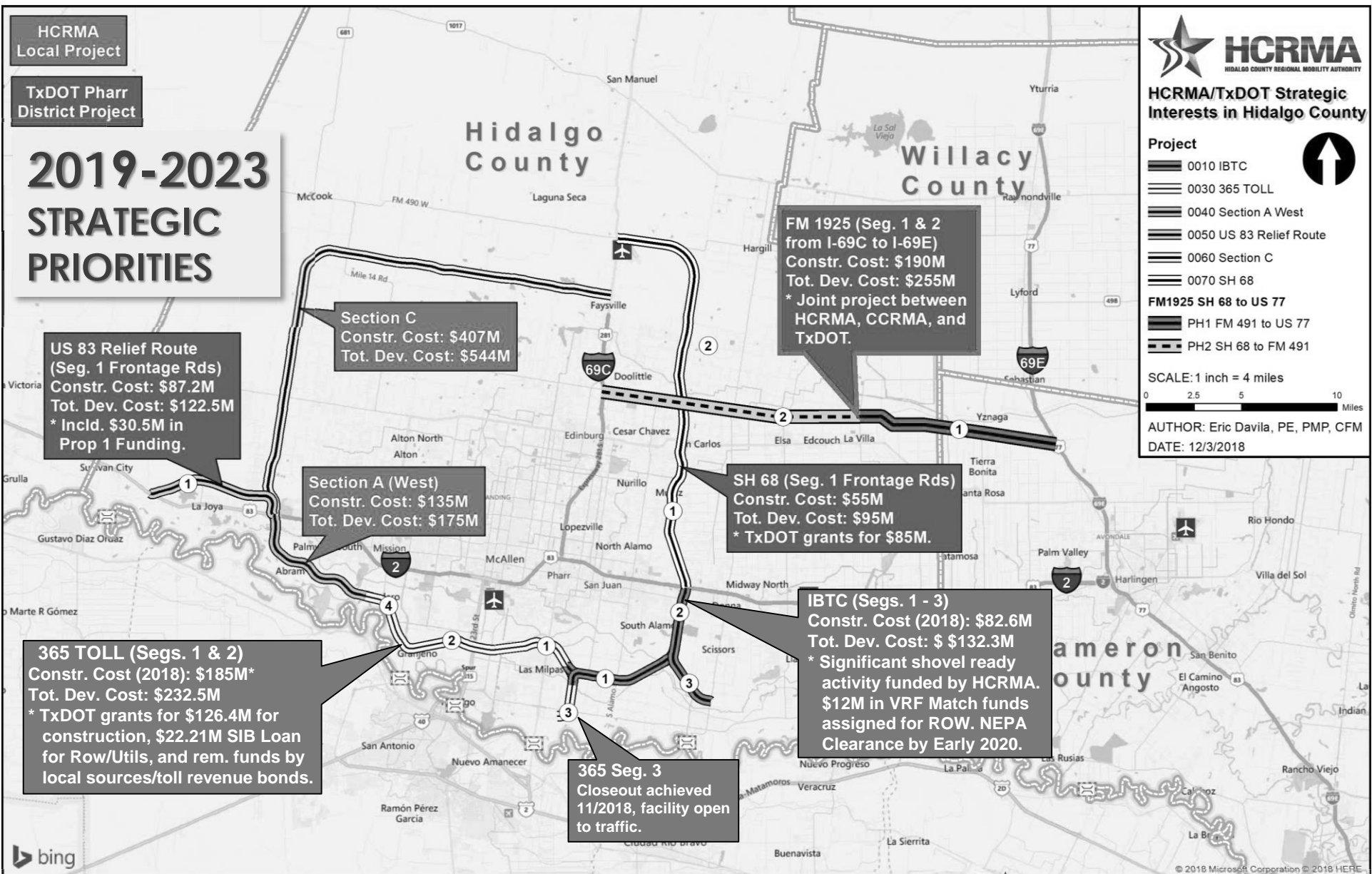
365 TOLL (Segs. 1 & 2)
Constr. Cost (2018): \$185M*
Tot. Dev. Cost: \$232.5M
* TxDOT grants for \$126.4M for
construction, \$22.21M SIB Loan
for Row/Utils, and rem. funds by
local sources/toll revenue bonds.

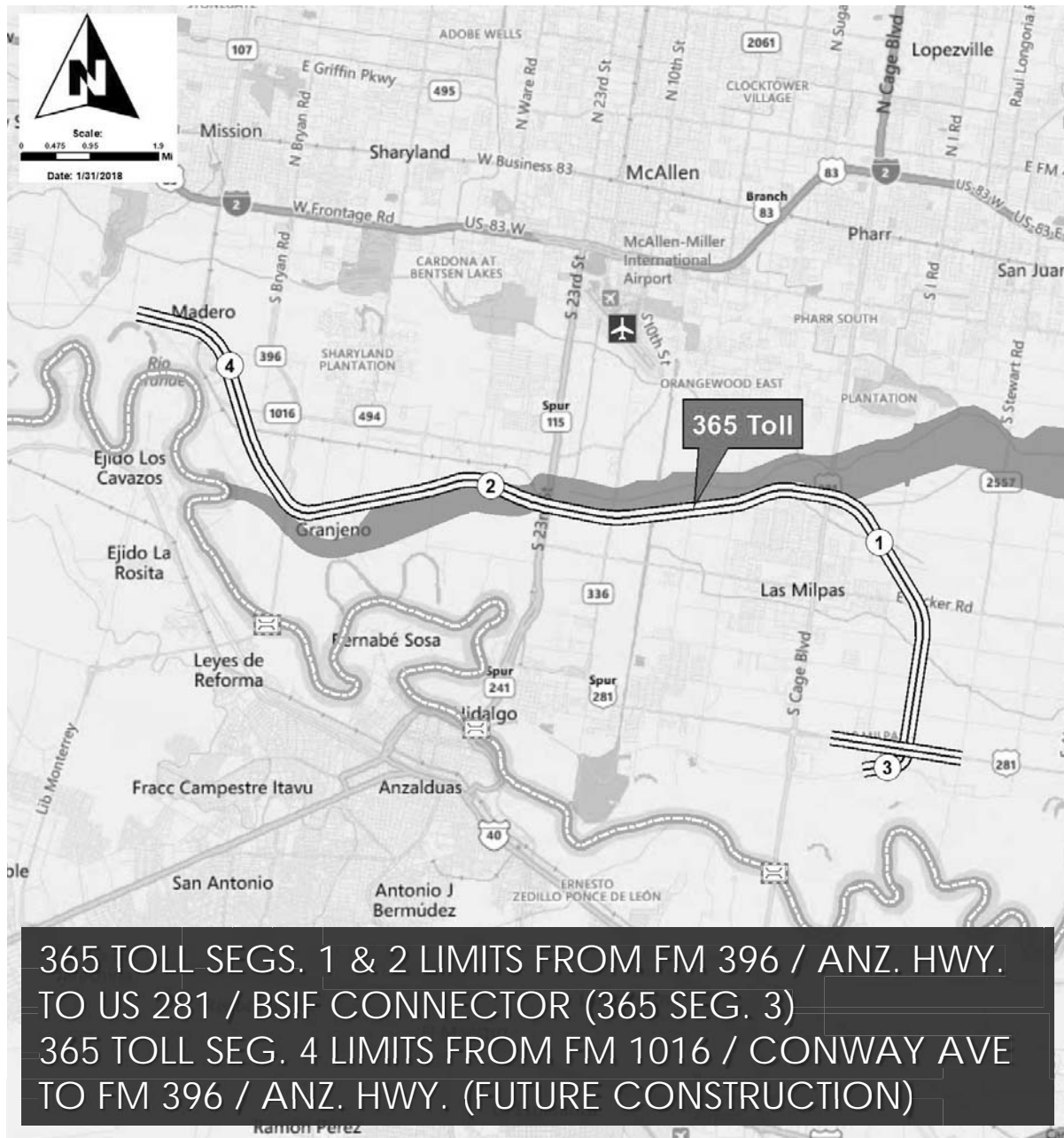


HCRMA/TxDOT Strategic Interests in Hidalgo County

- Project**
- 0010 IBTC
 - 0030 365 TOLL
 - 0040 Section A West
 - 0050 US 83 Relief Route
 - 0060 Section C
 - 0070 SH 68
 - FM1925 SH 68 to US 77**
 - PH1 FM 491 to US 77
 - PH2 SH 68 to FM 491

SCALE: 1 inch = 4 miles
0 2.5 5 10 Miles
AUTHOR: Eric Davila, PE, PMP, CFM
DATE: 12/3/2018





MAJOR MILESTONES:

NEPA CLEARANCE
07/03/2015

98% ROW AS OF
09/30/2018

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

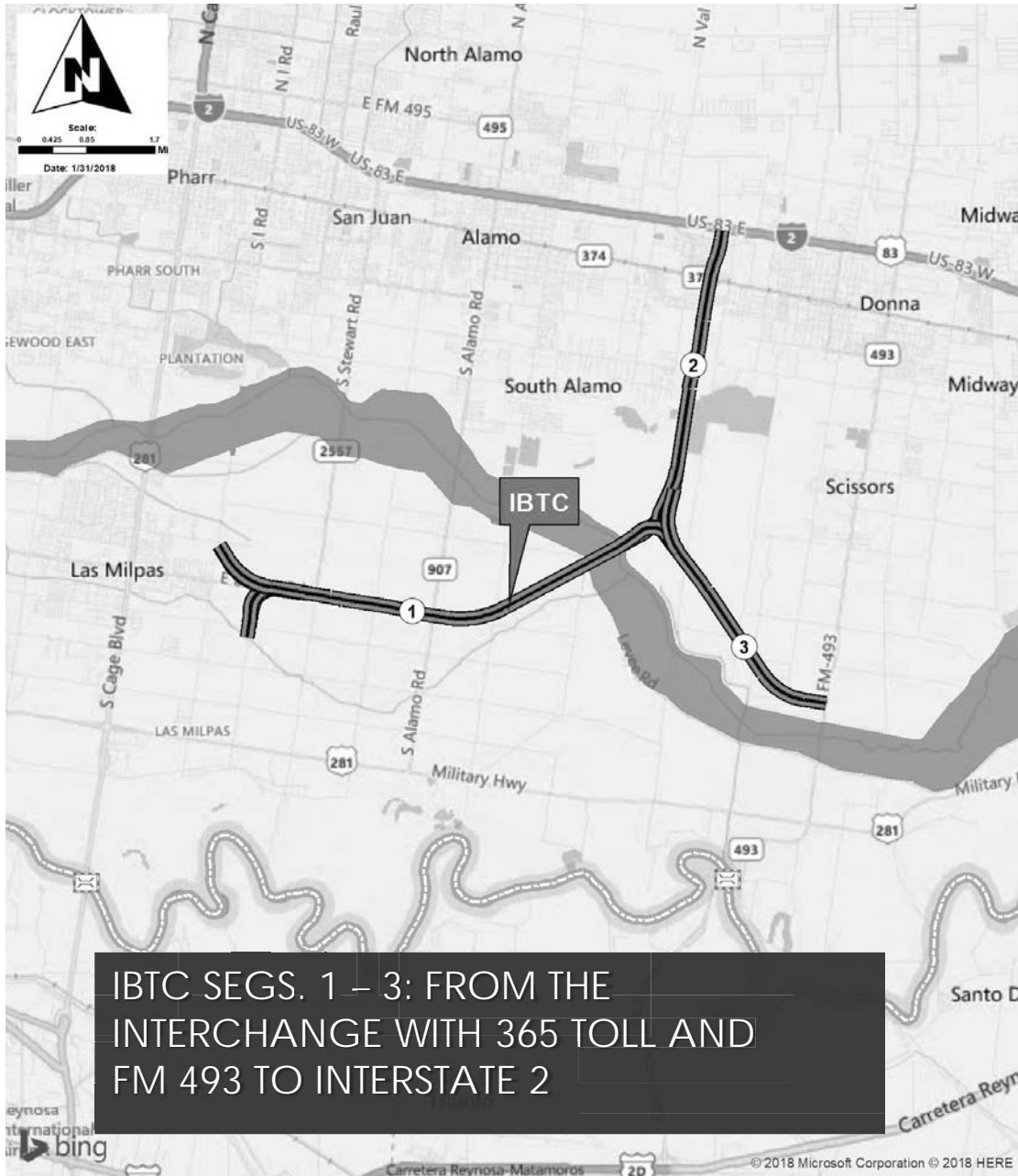
PH 2: 365 TOLL
SEGS. 1 & 2 –
LET: 10/2017
RE-BID: TBD



► 365 TOLL UPDATES SINCE 2016

- ❑ 365 Seg. 3 (US 281/BSIF Connector) construction was formally accepted by TxDOT November 2018.
- ❑ Anticipating 2nd SIB Loan Disbursement to purchase remaining ROW and relocate utilities.
- ❑ Milestones
 - 365 Toll (Segs. 1 & 2) was let November 2017.
 - The Low Bidder was conditionally awarded contract April 2018.
 - Value Engineering Change Proposal were instituted in CO#2, but could not arrive at a financeable amount.
 - Project to be re-scoped and re-bid with potential limit changes and VECP innovation (which include items for locally-available materials).





IBTC

MAJOR MILESTONES:

OBTAINED EA ENV
CLASSIF.: 11/2017

EST. NEPA
CLEARANCE: 03/2020

EST. LETTING: 01/2021
EST. OPEN: 06/2024

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



► IBTC UPDATES SINCE 2016

- ❑ Project re-scoped as a non-toll project with frontage roads from 365 Toll to Valleyview Interchange, mainlanes up to I-2, and connector road to FM 493.
- ❑ Milestones:
 - Obtained Env. Assessment Classification (11/2017)
 - Allocated remaining UTP VRF Matching Funds (\$12,068,412) for IBTC ROW (05/2018)
 - Anticipated NEPA Clearance (03/2020)
 - Estimated Contract Letting Start (01/2021)
 - Facility to Open to Traffic (06/2024)





FM 1925

(COLLABORATION W/ TXDOT, CCRMA, AND HCRMA)

DESCRIPTION:

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



► FM 1925 UPDATES SINCE 2016

- ❑ New project listing to the plan
 - Project added in connection with an ILA with CCRMA.
 - Project selected for plan due to mutual interest with CCRMA and TxDOT to develop alternate east-west corridor to I-2 and connection from I-69C to I-69E.
 - As of December 2018 TxDOT is initiating a traffic study to justify a new location facility that covers:
 - Origin and destination study
 - Technical stakeholder/work group meetings
 - Feasibility study report
 - Public meetings
 - Production of a MetroQuest public involvement survey webpage





QUESTIONS?



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Item 3E

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

**BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE**

 X

AGENDA ITEM	DATE SUBMITTED	MEETING DATE
-------------	----------------	--------------

3E
11/30/18
12/11/18

1. Agenda Item: **RESOLUTION 2018-74 – APPROVAL TO TERMINATE CONSTRUCTION CONTRACT WITH JOHNSON BROS. CORPORATION FOR CONSTRUCTION OF THE 365 TOLLWAY FROM US 281/MILITARY HIGHWAY TO FM 396 (ANZALDUASHIGHWAY).**
2. Nature of Request: (Brief Overview) Attachments: ☒ Yes ☐ No
Termination of construction contract with Johnson Brothers Corporation.
.
3. Policy Implication: Board Policy, Local Government, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: ☒ Yes ☐ No ☐ N/A Funding Source:
5. Staff Recommendation: **Motion to approve Resolution 2018-74 as presented to the Board on December 11, 2018.**
6. Program Manager's Recommendation: ☐ Approved ☐ Disapproved ☒ None
7. Planning Committee's Recommendation: ☐ Approved ☐ Disapproved ☒ None
8. Board Attorney's Recommendation: ☐ Approved ☐ Disapproved ☒ None
9. Chief Auditor's Recommendation: ☐ Approved ☐ Disapproved ☒ None
10. Chief Financial Officer's Recommendation: ☐ Approved ☐ Disapproved ☒ None
11. Chief Development Engineer's Recommendation: ☐ Approved ☐ Disapproved ☒ None
12. Chief Construction Engineer's Recommendation: ☒ Approved ☐ Disapproved ☐ None
13. Executive Director's Recommendation: ☒ Approved ☐ Disapproved ☐ None



Memorandum

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

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

Date: November 30, 2018

Subject: **RESOLUTION 2018-74 – APPROVAL TO TERMINATE CONSTRUCTION
CONTRACT WITH JOHNSON BROS. CORPORATION FOR
CONSTRUCTION OF THE 365 TOLLWAY PROJECT**

Goal

Consideration and approval for termination of TOLL365 Project's contract between Johnson Brothers Corporation and the HCRMA.

Explanation

November 27, 2018 HCRMA Board disapproved Resolution 2018-62 to the construction contract with Johnson Brothers Corporation. The Project scope is deemed non-feasible and additional revenue is not available to fund the full Project.

STAFF RECOMMENDATION:

Staff recommends termination of the current construction contract with the selected low bidder, Johnson Bros Corp.

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BOARD
RESOLUTION No. 2018-74**

**AUTHORIZATION TO TERMINATE THE CONTRACT BETWEEN
JOHNSON BROTHERS CORPORATION AND THE HIDALGO
COUNTY REGIONAL MOBILITY AUTHORITY FOR THE
CONSTRUCTION OF THE 365 TOLLWAY PROJECT**

THIS RESOLUTION is adopted this 11th day of December, 2018 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, the Act allows the Authority to construct transportation projects within the County, including the 365 Tollway Project (the “Project”); and

WHEREAS, the Texas Department of Transportation (“TxDOT”) approved the Project’s final design, contract letting and award procedures, and form of construction contract; and

WHEREAS, on October 4, 2017, October 8, 2017, October 11, 2017 and October 15, 2017 the Authority published a solicitation for Bid #2017-002 for the 365 Tollway Project (Segments 1 and 2), Contract No. 0921-02-368 for the Project; and

WHEREAS, five bids for the Project were submitted electronically via Civcast Bid System on November 10, 2017; and

WHEREAS, Johnson Brothers Corporation, a Southland Company (“Johnson”) provided the lowest Project bid; and

WHEREAS, on November 28, 2017, the Board approved a notice of award of the construction contract for the Project to Johnson in the amount \$202,548,591.57, subject to (i) approval of the Contractor by TxDOT, as provided for in Section IV.8(b) of the *Project Development, Operation and Maintenance Agreement*; and (ii) a reduction in Project scope with no issuance of a Notice to Proceed other than as approved by the Board; and, on April 26, 2018, the Authority issued a notice of award to Johnson;

WHEREAS, on May 11, 2018, the Board approved Resolution 2018-20 Change Order Number 1 with Johnson for a delay on issuance of Performance, Payment and Warranty Bonds for construction of the Project until such time as a Notice to Proceed is issued by the Authority; and

WHEREAS, on May 11, 2018, the Board, approved Resolution 2018-20 Change Order Number 2 with Johnson accepting a Value Engineering Change Proposal (“VECP”) for the Project; and

WHEREAS, on September 25, 2018, the Board approved Resolution 2018-21 Change Order Number 3 with Johnson for expedited initial design services in support of the VECP concepts; and

WHEREAS, on October 22, 2018, Johnson provided the Authority with revised Project cost estimates as proposed Change Order Number 4, including VECP pricing, resulting in an overall Project cost increase; and on November 27, 2018, the Board rejected Resolution 2018-62 Change Order Number 4; and

WHEREAS, in light of the increased Project cost proposal, the Board finds it to be in the best interest of the Authority to terminate the construction contract for the Project; and

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

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

Section 2. The construction contract with Johnson is hereby terminated pursuant to Item 8L.8 “Termination of Contract” of the construction contract. No Notice to Proceed under the construction contract was issued.

Section 3. Johnson failed to provide the deliverables authorized under Change Order Number 3 by the stated deadline, eliminating any payment for expedited services.

Section 4. The deliverables authorized under Change Order Number 3 submitted by Johnson on December 3, 2018, are hereby accepted under the payment terms described in Change Order Number 2, up to 240 hours.

Section 5. The Board authorizes payment to Johnson for the deliverables provided under Change Order Number 2. No other payment is authorized.

Section 6. The final payment notice shall state:

- (i) Other than the initial design work described in Change Order Number 3, no work was initiated or completed under the construction contract;
- (ii) No mobilization was undertaken by Johnson;
- (iii) There are no expenses associated with termination of the construction contract;

- (iv) Payment provided for in Section 5 above fully satisfies any and all subcontracts under Johnson related to the Project;
- (v) Johnson has delivered all inventory and records to the Authority; and
- (vi) Johnson has no other expenses or claims related to the Project payable by the Authority.

Section 6. The Board hereby authorizes the Executive Director to issue a notice of termination and final payment.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 11th day of December, 2018, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ricardo Perez, Secretary/Treasurer

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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> 12/03/18 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 12/11/18 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2018-75 APPROVAL TO RE-SCOPE AND RE-BID THE CONSTRUCTION OF THE 365 TOLLWAY PROJECT FROM US 281/MILITARY HIGHWAY TO FM 396 (ANZALDUAS HIGHWAY).**

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

Consideration and Approval of Resolution 2018-75 Approval to Re-Scope and Re-Bid the Construction of the 365 Tollway Project to fit financial viability and expedient project delivery.

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 2018-75 to Re-Scope and Re-Bid the Construction of the 365 Tollway Project from US 281/Military Highway to FM 396 (Anzalduas Highway).**

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: X Approved Disapproved X None

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION NO. 2018-75

**APPROVAL TO RE-SCOPE AND RE-BID THE CONSTRUCTION OF THE 365
TOLLWAY PROJECT FROM US 281/MILITARY HIGHWAY TO FM 396
(ANZALDUAS HIGHWAY)**

THIS RESOLUTION is adopted this 11th day of December, 2018 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

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

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

WHEREAS, the Act allows the Authority to construct transportation projects within the County, including the 365 Tollway Project (the “Project”); and

WHEREAS, the Texas Department of Transportation approved the Project’s final design, contract letting and award procedures, and form of construction contract; and

WHEREAS, on October 4, 2017, October 8, 2017, October 11, 2017 and October 15, 2017 the Authority published a solicitation for Bid #2017-002 for the 365 Tollway Project (Segments 1 and 2), Contract No. 0921-02-368 for the Project; and

WHEREAS, bids for the Project were submitted electronically via Civcast Bid System; the first bid was received at 2:20 p.m. on November 10, 2017, and the last bid was received at 2:39 pm on November 10, 2017; and

WHEREAS, at 3:05 p.m. on November 10, 2017, the Authority opened and read into the record five (5) formal sealed, electronic bids for the Project from: (i) Johnson Bros. Corporation, a Southland Company (“Johnson”), (ii) Anderson Columbia Company, Inc., (iii) Pulice-Flatiron JV, (iv) Lane-Abrams Toll 365 Joint Venture, and (v) Webber, LLC, in amounts ranging from \$202,548,591.57 to \$289,374,971.13 for construction of the Project; and

WHEREAS, Johnson provided the lowest Project bid in the amount of \$202,548,591.57; and

WHEREAS, on November 28, 2017, the Board approved the construction contract by and between Johnson Bros. Corporation, a Southland Company and the Authority for construction of the Project in the amount \$202,548,591.57 and subject to approval of the low bidder from the Texas Department of Transportation, as provided for in Section IV.8(b) of the Project's Project Development, Operation and Maintenance Agreement. The Board also approved the contract subject to a reduction in scope to conform with the Project's budget with no issuance of a Notice to Proceed to Johnson until such scope is approved by the Board of Directors; and

WHEREAS, on May 11, 2018 the Board, approved Resolution 2018-20 Change Order Number 1 with Johnson Brothers Corporation for a delay on issuance of Performance, Payment and Warranty Bonds for construction of the 365 Tollway Project until such time a Notice to Proceed is issued by the Authority; and

WHEREAS, on May 11, 2018 the Board, approved Resolution 2018-20 Change Order Number 2 with Johnson Brothers Corporation for a Value Engineering Change Proposal for the 365 Tollway Project; and

WHEREAS, on September 25, 2018 the Board approved Resolution 2018-21 Change Order Number 3 in the amount of \$1,000,000.00 for a revised contract amount of \$203,548,591.57 to the construction contract with Johnson Brothers Corporation to provide VECP Written Concepts for tentative approval, providing for Contractor to proceed with and submit sixty-five percent (65%) design plans (the "Initial Design Plan") for fourteen (14) of the sixteen (16) Written Concepts (specifically identified in Exhibit A), estimated to reduce project costs by approximately \$30,000,000.00 by a date, not to exceed October 17, 2018, inclusive of estimated maintenance schedule and costs; this is necessary for construction of the Project and is in the best interest of the Authority; and

WHEREAS, on November 27, 2018 the Board disapproved Resolution 2018-62 Change Order Number 4 to the construction contract with Johnson Brothers Corporation was not necessary for construction of the Project and is not in the best interest of the Authority in the amount of \$2,571,000.00 for a new contract amount of \$216,119,591.57; and

WHEREAS, on December 11, 2018 the Board approved Resolution 2018-74, to terminate the construction contract with the selected low bidder, Johnson Bros Corp.; and

WHEREAS, the Board finds it necessary to approve Resolution 2018-75, to allow the Executive Director to direct the HCRMA Project Delivery Team (Staff, Legal Counsel, Financial Advisor, GEC, and T&R Firm) in cooperation with TxDOT to expediently re-scope the project back into financial availability and re-bid the 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 project shall be re-scoped and re-bid in accordance with established project protocols and procedures in coordination with project stakeholders.

Section 3. The Board hereby authorizes the Executive Director to direct the necessary changes to deliver the project in the most efficient and expedient fashion.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE
BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY AT A REGULAR MEETING on the 11th day of
December 2018, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ricardo Perez, Secretary/Treasurer