

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

DATE: TUESDAY, JUNE 27, 2017
TIME: 5:30 PM
PLACE: PHARR CITY HALL
2nd FLOOR CITY COMMISSION CHAMBERS
118 SOUTH CAGE BOULEVARD
PHARR, TEXAS 78577

PRESIDING: S. DAVID DEANDA, JR, CHAIRMAN

PLEDGE OF ALLEGIANCE

INVOCATION

CALL TO ORDER FOR WORKSHOP

1. Hidalgo County Regional Mobility Authority Board of Directors Annual Ethics and Compliance Training.

ADJOURNMENT OF WORKSHOP

CALL TO ORDER AND ESTABLISHMENT OF A QUORUM FOR REGULAR MEETING

1. REPORTS

- A. Report on Program Manager Activity for 365 Tollway Project and IBTC Environmental Clearance Document – Dannenbaum Engineering
- B. Report on Construction Activity for US 281/Military Highway Overpass/BSIF Connector Project – Ramon Navarro, HCRMA

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

- A. Approval of Minutes for the Special Board Meeting held May 1, 2017 and the Regular Meeting held May 23, 2017.
- B. Approval of Project & General Expense Report for the period from May 10, 2017 to June 9, 2017.
- C. Approval of Financial Report for May 2017.
- D. Resolution 2017-62 – Approval of a one year extension to the Interlocal Agreement between the Hidalgo County Regional Mobility Authority and Hidalgo County Drainage District Number 1 to develop drainage outfalls for the 365 Tollway and International Bridge Trade Corridor Projects.
- E. Resolution 2017-58 – Approval of a Professional Services Agreement with C&M Associates Inc. to provide updated ESALS for the Environmental Clearance Document for the International Bridge Trade Corridor Project.
- F. Resolution 2017-59 – Approval of Work Authorization Number 1 to the Professional Service Agreement with C&M Associates, Inc. to provide updated ESALS for the Environmental Clearance Document for the International Bridge Trade Corridor Project.

- G. Resolution 2017-64 – Approval of Work Authorization Number 1 to the Professional Service Agreement with L&G Laboratory to provide Construction Material Testing Services for the City of Donna Valley View Road Sanitary Sewer Lift Station Project.

3. REGULAR AGENDA

- A. Resolution 2017-55 – Approval of a lease agreement with the City of Pharr to provide office space to the Hidalgo County Regional Mobility Authority.
- B. Resolution 2017-60 – Approval of Change Order Number 5 with Foremost Paving, Inc. for the US 281/Military Highway Overpass/Border Safety Inspection Facility Connector Road Project for reconciliation of various quantities.
- C. Resolution 2017-61 – Approval of 3rd Party Change Order Number 6 with Foremost Paving, Inc. for the US 281/Military Highway Overpass/Border Safety Inspection Facility Connector Road Project for the installation of off-site driveway and related appurtenances.
- D. Resolution 2017-63 – Approval of purchase of an enterprise license, including data hosting services, from Bentley Systems, Inc. for ProjectWise Software for the Hidalgo County Regional Mobility Authority.

4. CHAIRMAN'S REPORT

- A. Cancellation of the July 25, 2017, Regular Board of Directors Meeting.

5. TABLED ITEMS

- A. None.

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

- A. Consultation with Board Attorney on legal issues pertaining to the Professional Service Agreement with Dannenbaum Engineering to provide Program Management Services for the Hidalgo County Regional Mobility Authority (Section 551.071 T.G.C.)
- B. Consultation with Board 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.)
- C. Consultation with Board Attorney on legal issues pertaining to Professional Service Agreements for Engineering, Surveying and Environmental Services (Section 551.071 T.G.C.).
- D. Consultation with Board Attorney on legal issues pertaining to the deliberation of real property for various parcels for the 365 Tollway Project (Sections 551.071 and 551.072 T.G.C.).
- E. Consultation with Board Attorney on legal issues pertaining to the use of Eminent Domain to acquire property required to complete the project alignments of the 365 Tollway Project (Sections 551.071 and 551.072 T.G.C.).
- F. Consultation with Board Attorney on legal issues pertaining to the proposed South Texas Class I Rail Project (Section 551.071 T.G.C.).
- G. Consultation with Board Attorney on legal issues pertaining to the Environmental Clearance Document for the International Bridge Trade Corridor Project (Section 551.071 T.G.C.).

PUBLIC COMMENT

ADJOURNMENT OF REGULAR MEETING

CERTIFICATION

I, the Undersigned Authority, do hereby certify that the attached agenda of the Hidalgo County Regional Mobility Authority Board of Directors is a true and correct copy and that I posted a true and correct copy of said notice on the Hidalgo County Regional Mobility Authority Web Page (www.hcrma.net) and the bulletin board in the Hidalgo County Court House (100 North Closner, Edinburg, Texas 78539), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the **21st** day of **June 2017** at **12:00 pm** and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Maria E. Alaniz
Administrative Assistant

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

PUBLIC COMMENT POLICY

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

This Page
Intentionally
Left Blank

Workshop

Item 1

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 1 </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 06/16/17 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 06/27/17 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **WORKSHOP ITEM 1 – PRESENTATION OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BOARD OF DIRECTORS ANNUAL ETHICS AND COMPLIANCE TRAINING**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Presentation by Blakely Fernandez, Bracewell LLP, on Hidalgo County Regional Mobility Authority Board of Directors Annual Ethics and Compliance Training
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: **Presentation only.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. 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

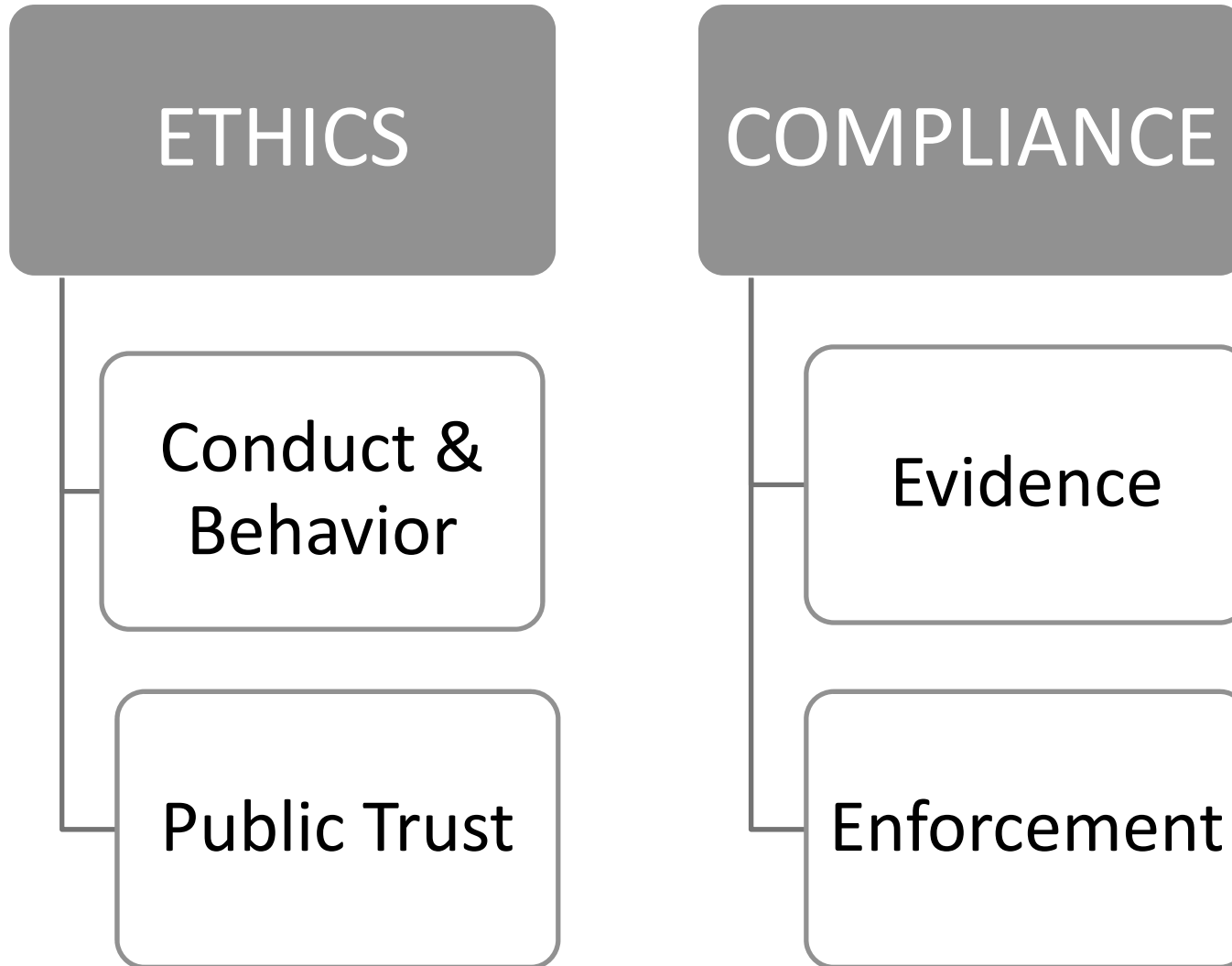
**Ethics & Compliance Training
June 27, 2017**



INTERNAL ETHICS & COMPLIANCE

RMAs required to **adopt** and **enforce** an internal ethics and compliance program

- Detect and prevent violations of the law
- Detect and prevent violations of ethical standards
- Enforce compliance with program
- Institute monitoring and auditing systems
- Provide periodic training



OVERVIEW OF DISCUSSION

6 KEY AREAS:

Conflict of Interest
Bribery & Gifts
Procurements

Misuse of Government Property
Nepotism
Open Government

STATE LAW | TXDOT RULES | HCRMA POLICIES

1. CONFLICT OF INTEREST

STATE LAW

No participation in a vote on a matter involving a **business entity** or **property** in which an official has a **substantial business or property interest** and would receive **economic benefit**

Violation is Class A Misdemeanor

Responsibility of Official

- Don't vote or deliberate on the matter
- Prior to the vote, submit an affidavit disclosing the matter
- Note: Thresholds are low:
 - Substantial Business Interest = 10% voting shares / 10% of total income / \$15,000 in FMV
 - Substantial Property Interest = value of \$2,500 or more

1. CONFLICT OF INTEREST

TXDOT RULES

- No acceptance or solicitation of any gift, favor or service that ***might*** influence official duties
- No business or professional activity that ***might*** require/induce the disclosure of RMA's confidential information
- No personal investments (including spouse) that could create a conflict with the RMA
- No solicitation or acceptance of any benefit for the exercise of official duties

NOTE: TxDOT standard is "*might*"

Examples of Prohibited Activity under TxDOT Rules:

- No lunches, dinners, trips that would be ***perceived*** to influence decisions
- No sharing HCRMA confidential information – information not yet public
- No purchase of land in or near projected ROW
- No interest in RMA contracts

1. CONFLICT OF INTEREST

HCRMA Disclosure Policies

- Board Members
 - Property in ROW
 - Investments that could create conflict
 - Personal Interest in RMA agreement
 - Business Interest
 - Lobbying activities
 - Commitment not to solicit gifts or benefits

Similar certificate for consultants and contractors

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD OF DIRECTORS CERTIFICATE

Chapter 370, Texas Transportation Code makes certain requirements on Regional Mobility Authority board members. Accordingly, I, the undersigned, hereby certify as follows:

1. At the time of my appointment, I did not own an interest in any real property that was known to be necessary for any project included in the Hidalgo County Loop System and subject to acquisition by the Hidalgo County Regional Mobility Authority.
2. I have not made any personal investments that could reasonably be expected to create a substantial conflict of interest between my private interest and interests of the Hidalgo County Regional Mobility Authority.
3. I do not have a personal interest in an agreement executed by the Hidalgo County Regional Mobility Authority.
4. Neither my spouse nor I directly or indirectly own or control more than 10 percent interest in a business that is regulated by or receives funds from either the Hidalgo County Regional Mobility Authority or the Texas Department of Transportation.
5. I am not a registered lobbyist for a transportation trade organization.

Additionally, I understand that as a member of the Hidalgo County Regional Mobility Authority, I may not accept or solicit any gift, favor, or service (1) that might reasonably influence me in an official duty or (2) that I should know is being offered with the intent to influence my official conduct. Nor will I solicit, accept, or agree to accept any benefit for having exercised my official powers or performed my official duties in favor of another.

If I should ever have a substantial interest (either own 10% of or receive 10% of my income from) in a business entity or in real property coming before the Hidalgo County Regional Mobility Authority, I will file an affidavit with the Hidalgo County Regional Mobility Authority stating the nature and extent of the interest and I shall abstain from further participation in the matter if (1) the matter will have a special economic effect on the business entity, distinguishable from the effect on the public; or (2) it is reasonable to foresee that an action on the matter will have a special economic effect on the value of the real property, distinguishable from its effect on the public.

Signature

Name:

Date:

2. BRIBERY & GIFTS

State Law

- Soliciting, offering, or accepting a **benefit** in exchange **for a decision, opinion, recommendation, vote, or other exercise of official discretion.**
- 2nd Degree Felony
- Benefit
 - anything reasonably regarded as pecuniary gain or pecuniary advantage
 - Money
 - Gift or Favor
 - Honoraria
 - Food, lodging and travel is permitted

2. BRIBERY & GIFTS

ACCEPTING A BENEFIT

- In exchange for a vote or action
- From a party interested in a business opportunity
- From a person subject to the official's jurisdiction

TIMING

- An item accepted after the exercise of official action may still be considered bribery

INFLUENCE

- May be bribery even if the item was not solicited and had no influence over the decision

2. Bribery & Gifts

State Law

- Bribery Exceptions
 - Non-cash items less than \$50
 - Food, lodging, transportation, or entertainment if accepted as a “guest” (donor must be present)
 - A gift from a friend relative, or business associate with whom you have a relationship independent of official status.
 - A payment for legitimate consideration

TxDOT Rules (under Conflicts)

- Conflicts Exceptions
 - a token item, other than cash that is distributed generally as a normal means of advertising and that does not exceed an estimated value of \$25;
 - an honorarium in the form of a meal served at an official, transportation-related event such as a conference, or
 - reimbursement for food, travel, or lodging to an official event

Note:

State law exceptions are to criminal liability. Consider other applicable rules and appearance of impropriety.

2. Bribery & Gifts

What can you accept?

	STATE LAW	TXDOT RULES
A \$50 Clock	No (\$49 Clock = Yes)	No (\$25 Clock = Maybe)
Dallas Cowboys Tickets	Yes, if donor is present	No
A \$160 Rifle	No (\$49 Rifle = Yes)	No
A Hotel Room	Maybe	Maybe
Cash	No	No
A Floral Arrangement	\$49 or under, Yes	\$25 or under, Maybe
A Plaque	Yes	Yes
Gift from a Family Member or Close, Personal Friend	Yes	?
Gift from a Business Associate	Yes	?

3. CONFLICTS IN PROCUREMENT

State Law

- Conflict Disclosure
 - Disclosure of business and employment relationships (taxable income in past year)
 - Includes Board Member's immediate family
 - Disclosure of gifts
 - Responsibility of Board Member and Vendor to submit during procurement period

TxDOT Rules

- No Benefit
 - anything that is reasonably regarded as financial gain or financial advantage, including a benefit to another person in whose welfare the beneficiary has a direct and substantial interest, regardless of whether the donor is reimbursed.
 - Benefit is not a token item (generally under \$25 in value), an honorarium in the form of a meal, reimbursement for expenses related to attending an official event (conference, workshop, seminar, etc.)
 - Benefit is ~~not~~ an ordinary working meal

3. CONFLICTS IN PROCUREMENT

Conflicts Disclosure Statement

- Must file with 7 days of becoming aware of interest
- Applies to immediate family
- Interest includes
 - An employment or business relationship resulting in taxable income with a person who proposes or has contracted with RMA
 - ~~Acceptance of gift(s) valued at \$100 in aggregate from a person who proposes or has contracted with RMA~~
- Triggered by a contract ~~proposal~~ / RFP response

HCMA Additional Rules

“Key Personnel” for purposes of 176 reporting includes consultants, when consultants are involved in selecting or monitoring vendors:

Program Manager, General Counsel, Financial Advisor

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
<small>(Instructions for completing and filing this form are provided on the next page.)</small>		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		<p>OFFICE USE ONLY</p> <p>Date Received _____</p>
1 Name of Local Government Officer _____		
2 Office Held _____		
3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code _____		
4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3. _____		
<p>5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>(attach additional forms as necessary)</p>		
<p>6 AFFIDAVIT</p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p>_____ Signature of Local Government Officer</p> <p><small>AFFIX NOTARY STAMP / SEAL ABOVE</small></p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>		

3. CONFLICTS IN PROCUREMENT

Vendor Disclosure Form – GIFTS

- Disclosure of Gifts to Board Members or Executive Director (or their family members)
 - Valued at \$100 in aggregate over quarter
 - Includes entertainment
- Filed Quarterly
- Triggered by proposing or contracting with RMA
- Vendor is responsible; violation is a misdemeanor

Ethics Commission to create form and rules

- Statement of contract and gifts
- Dollar amount of gifts
 - Price paid for gift
 - Printed price on admission ticket or initial price paid for ticket

Gift does not include:
a benefit based on kinship or other relationship beyond RMA status, food and beverages, political contributions

3. CONFLICTS IN PROCUREMENT

Form 1295 –

Disclosure of Interested Parties

- Interest includes:
 - Controlling Interest
 - Ownership or participating interest in a business interest of 10% or more
 - Member of a board of directors/governing body of a business interest (if 10 or less)
 - Serves as an officer of the business entity (if 4 or less)
 - Intermediary Interest (broker, intermediary, advisor, attorney, etc.)
 - Receives compensation from the business entity
 - Represents or lobbies for the business entity
- Triggered by a contract
 - Voted on by the Board of Directors, or
 - Valued at \$1 million
 - Applies to amendments, change orders, etc.

CERTIFICATE OF INTERESTED PARTIES			FORM 1295																																											
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY																																											
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.																																														
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																																														
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 40%;">4 Name of Interested Party</th> <th rowspan="2" style="width: 20%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 20%;">Controlling</th> <th style="width: 20%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>					4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary																																				
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)																																												
		Controlling	Intermediary																																											
5 Check only if there is NO Interested Party. <input type="checkbox"/>																																														
6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.																																														
<div style="text-align: right; margin-bottom: 10px;"> _____ Signature of authorized agent of contracting business entity </div> <div style="text-align: center; margin-bottom: 10px;"> <small>AFFIX NOTARY STAMP / SEAL ABOVE</small> </div> <div style="margin-bottom: 10px;"> Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office. </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> _____ Signature of officer administering oath </div> <div style="width: 30%;"> _____ Printed name of officer administering oath </div> <div style="width: 30%;"> _____ Title of officer administering oath </div> </div>																																														
ADD ADDITIONAL PAGES AS NECESSARY																																														

4. MISUSE OF GOVERNMENT PROPERTY

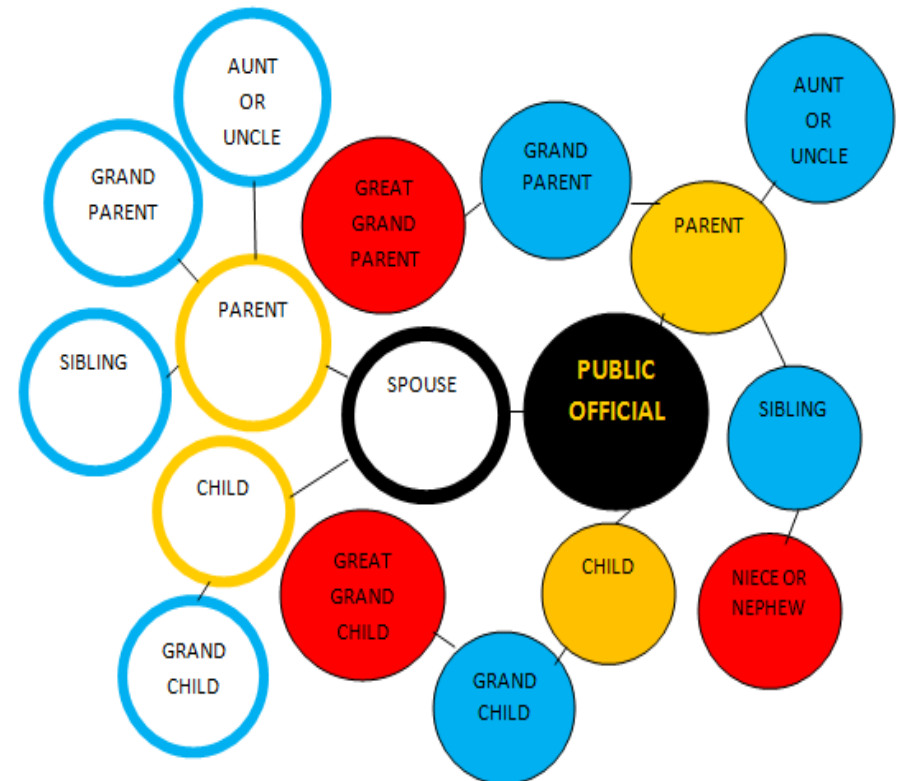
State Law

- Applies to government property, services, personnel, or anything of value belonging to the government
- With intent to obtain a benefit or to harm or defraud another
- Criminal Offense
- Applies to Information
 - Using official information to acquire or assist another acquire a pecuniary interest in any property, transaction, or enterprise.
 - Speculating or aiding another to speculate on the basis of official information.
 - Disclosing or using the information to obtain a benefit or to harm another.

5. NEPOTISM

State Law

- May not appoint or vote for the appointment of an individual to a paid position if the individual is related to the public official within the:
 - 3rd degree of consanguinity (filled circles)
 - 2nd degree of affinity (outlined circles)
- Prohibition applies to all members of the board (unlike conflict of interest where the affected member abstains)



CIRCLES:

- Solid = by blood/consanguinity;
- Open = by marriage/affinity

COLOR:

- Yellow = 1st; Blue = 2nd; Red = 3rd

6. OPEN GOVERNMENT

State Law

- All meetings are open
 - Unless the law provides an exception (Executive Session)
- All meetings require public notice
 - Time, place, and subject posting
- Records of meetings must be maintained
- **It is the Board Members' duty to comply with the Open Meetings Act**

Elements of a Meeting

- Quorum Present (4 Members)
- Discussion of public's business / public policy over which the RMA has jurisdiction
- -or -
- Meeting called/conducted by the RMA
- Quorum is present
- Information is presented about the public's business / public policy over which the RMA has jurisdiction

6. OPEN GOVERNMENT

State Law

PUBLIC MEETING

- Quorum + Discussion of Public Business
 - Public Hearing
 - County Workshop
 - Emails / Text Messages
 - Walking Quorums
 - Multiple conversations
 - “Polling” Board Members
- Violation = action is voidable
 - Criminal Fine and or Jail Time

NOT A PUBLIC MEETING

- Social Setting / Holiday Event / Dinner
- Convention / Symposium
- Ceremonial event
- Press Conference
- Committee Meetings of less than a quorum (and no final action)
- Candidates Forum or Debate

PROVIDED:

No Discussion of RMA Business

6. OPEN GOVERNMENT

Exceptions to Open Meetings

- Consultation with attorney
 - Seek advice on legal matters, like pending litigation or settlement matters or contract negotiations
 - No discussion of non-legal issues
 - No discussion of policy matters
 - No discussion of merits of a contract
 - Real Property
 - Prospective Gift
 - Security Devices
 - Economic Development
 - Personnel
 - Security Devices or Audits (network security information)
- ▶ Who attends a Closed Meeting
 - All members of the RMA board are permitted
 - Attorney, if attorney consultation is exception
 - Board's discretion
 - Officers, employees/consultants if necessary to further discussion
 - NOT arm's length parties
 - ▶ Must give public notice of Exception
 - ▶ Must keep a Record
 - Certified Agenda or Tape
 - Includes subjects of all deliberations and record of any decisions
 - If closed for Attorney Client Privilege, attorney maintains meeting notes.
 - ▶ FINAL ACTION must take place in public meeting

6. OPEN GOVERNMENT

State Law

- Public Information
 - Information collected, assembled, maintained by or for the RMA (any format)
 - Certain exceptions apply
 - Agency Memoranda
 - Drafts
 - Attorney Client Communication
 - Third Party Proprietary Information
 - Security / Technology / Network Information

Training Evidence:

- Open Government Training Certificates
- Public Investment Act Training Certificates
- Board and Staff Compliance Training Evidence
- Staff Project / Billing Training Evidence
- HCRMA Compliance Certificates

Reports:

- Strategic Plan
- Annual Report
- Financial Reports/Audit
- Investment Reports
- Project Reports
- Notice of Debt
- Compliance Report
- Disclosure / Gift / Interests
- Post-Issue Compliance Records
- Comptroller Tax / Fee / Debt Report
- Board: Annual Personal Financial Statement

Item 1A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 1A </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 06/07/17 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 06/27/17 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **REPORT ON PROGRAM MANAGER ACTIVITY FOR 365 TOLLWAY PROJECT AND IBTC ENVIRONMENTAL CLEARANCE DOCUMENT.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Report on Program Manager Activity for 365 Tollway and IBTC Environmental Clearance Document, Dannenbaum Engineering.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: **Report only.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
11. Chief Development Engineer's Recommendation: Approved Disapproved X None
12. Chief Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: Approved Disapproved X None



HCRMA Board of Directors

S. David Deanda, Jr., Chairman
Forrest Runnels, Vice-Chairman
Ricardo Perez, Secretary/Treasurer
Josue Reyes, Director
R. David Guerra, Director
Aquiles J. Garza Jr., Director
Alonzo Cantu, Director

HCRMA Staff

Pilar Rodriguez, PE, Executive Director
Ramon Navarro IV, PE, CFM, Construction Engineer
Celia Gaona, CIA, Auditor/Compliance Officer
Jose Castillo, Chief Financial Officer
Carlos “CJ” Moreno, Jr., Acquisition Coordinator
Maria Alaniz, Admin. Assistant
Flor E. Koll, Admin. Assistant III (Constr.)
Sergio Mandujano, Construction Records Keeper

Program Management Consultant
DANNENBAUM ENGINEERING CORP

PMC/GEC STATUS REPORT (06/2017)

1. Review: PMC Invoice
2. Status: Systemwide Tasks
3. Status: 365 Toll Project
4. Status: IBTC Project

PMC Invoice Overview (Active WA's: 06/2017 Invoice)

Task (Current Billing)	PMC WA 9 3/1/14 - 6/30/18	T&R WA 20 12/17/15-03/30/16	IBTC ENV WA 23 1/1/17-05/30/17	WA9 - WA23 3/1/14 - 6/30/18
Program Management Consultant	\$ 144,018	\$ -	\$ -	\$ 144,018
Project & Systemwide Mgt	\$ 114,672	\$ -	\$ -	\$ 114,672
Construction Mgt	\$ 29,347	\$ -	\$ -	\$ 29,347
General Engineering Consultant (Tasks on Behalf of the Agency)	\$ -	\$ -	\$ -	\$ -
Analyzing Documentation	\$ -	\$ -	\$ -	\$ -
Building Agency	\$ -	\$ -	\$ -	\$ -
Strategic Planning	\$ -	\$ -	\$ -	\$ -
Public Outreach	\$ -	\$ -	\$ -	\$ -
Advance Planning	\$ -	\$ -	\$ -	\$ -
Total for All Tasks:	\$ 144,018	\$ -	\$ -	\$ 144,018

Firm (Current Billing)	PMC WA 9 3/1/14 - 6/30/18	T&R WA 20 12/17/15-03/30/16	IBTC ENV WA 23 1/1/17-05/30/17	WA9 - WA23 3/1/14 - 6/30/18
Dannenbaum Eng Corp.	\$ 144,018	\$ -	\$ -	\$ 144,018
Direct Labor: Pathfinder	\$ -	\$ -	\$ -	\$ -
Direct Labor: George Ramon	\$ -	\$ -	\$ -	\$ -
Sub: Aranda and Assoc. (DBE)	\$ -	\$ -	\$ -	\$ -
Sub: Blanton & Assoc. (DBE)	\$ -	\$ -	\$ -	\$ -
Sub: Amatterra (DBE)	\$ -	\$ -	\$ -	\$ -
Sub: C&M Associates (DBE)	\$ -	\$ -	\$ -	\$ -
Total for All Firms:	\$ 144,018	\$ -	\$ -	\$ 144,018

PMC Invoice Overview (Active WA's: Earned to Date)



DANNENBAUM – PROGRAM MANAGER

Task (Earned to Date)	PMC WA 9 3/1/14 - 6/30/18	T&R WA 20 12/17/15-03/30/16	IBTC ENV WA 23 1/1/17-05/30/17	WA9 - WA23 3/1/14 - 6/30/18
Program Management Consultant	\$ 7,689,878	\$ -	\$ -	\$ 7,689,878
Project & Systemwide Mgt	\$ 7,189,932	\$ -	\$ -	\$ 7,189,932
Construction Mgt	\$ 499,946	\$ -	\$ -	\$ 499,946
General Engineering Consultant (Tasks on Behalf of the Agency)	\$ -	\$ 282,531	\$ 43,458	\$ 325,989
Analyzing Documentation	\$ -	\$ -	\$ -	\$ -
Building Agency	\$ -	\$ -	\$ -	\$ -
Strategic Planning	\$ -	\$ 282,531	\$ -	\$ 282,531
Public Outreach	\$ -	\$ -	\$ -	\$ -
Advance Planning	\$ -	\$ -	\$ 43,458	\$ 43,458
Total for All Tasks:	\$ 7,689,878	\$ 282,531	\$ 43,458	\$ 8,015,867

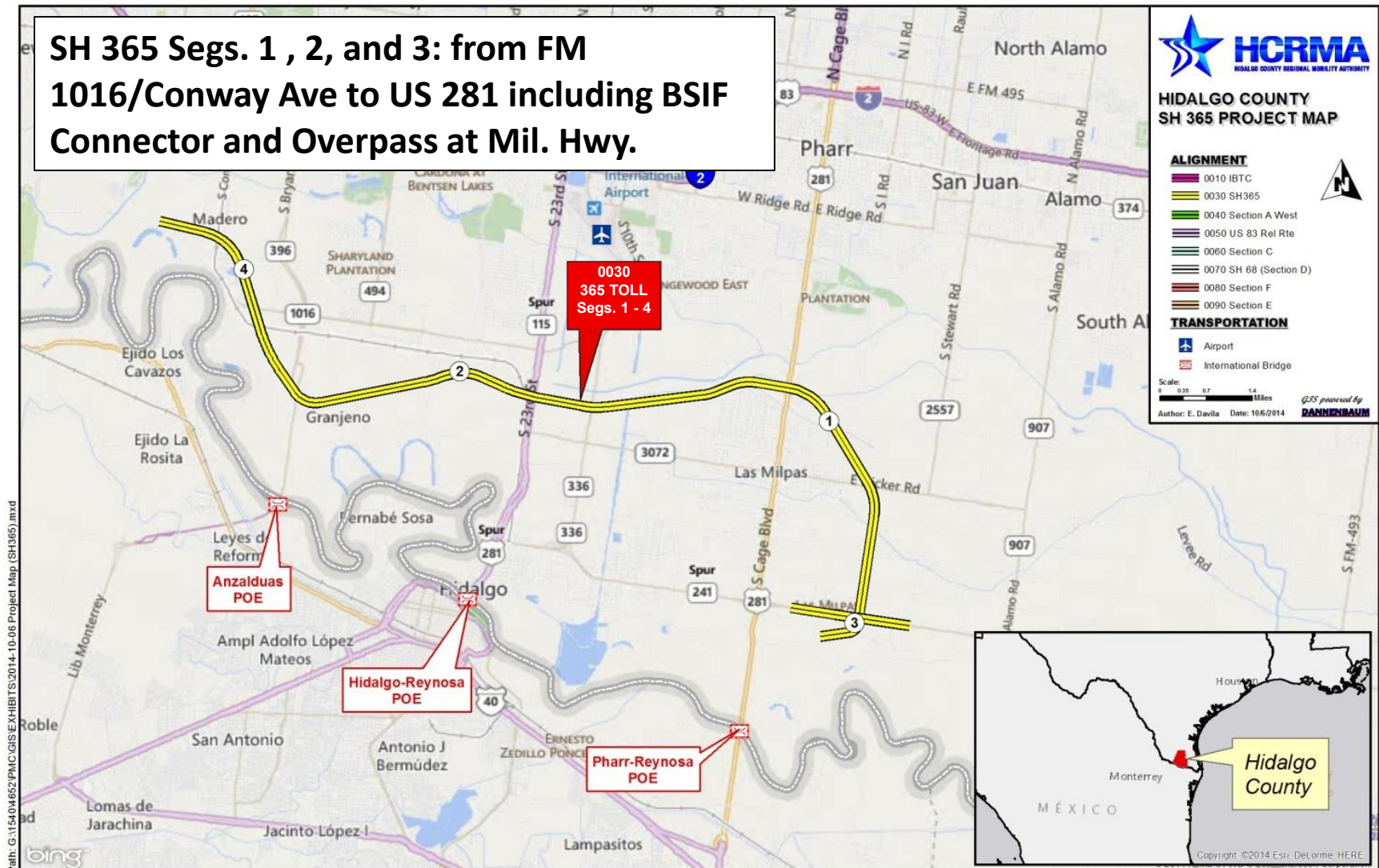
Firm (Earned to Date)	PMC WA 9 3/1/14 - 6/30/18	T&R WA 20 12/17/15-03/30/16	IBTC ENV WA 23 1/1/17-05/30/17	WA9 - WA23 3/1/14 - 6/30/18
Dannenbaum Eng Corp.	\$ 6,535,758	\$ -	\$ 43,458	\$ 6,579,216
Direct Labor: Pathfinder	\$ 320,000	\$ -	\$ -	\$ 320,000
Direct Labor: George Ramon	\$ 179,400	\$ -	\$ -	\$ 179,400
Sub: Aranda and Assoc. (DBE)	\$ 435,520	\$ -	\$ -	\$ 435,520
Sub: Blanton & Assoc. (DBE)	\$ 219,200	\$ -	\$ -	\$ 219,200
Sub: Amaterra (DBE)		\$ -	\$ -	\$ -
Sub: C&M Associates (DBE)	\$ -	\$ 282,531	\$ -	\$ 282,531
Total for All Firms:	\$ 7,689,878	\$ 282,531	\$ 43,458	\$ 8,015,867

■ PMC WA 9 (MGT/GEC Tasks)

- Managed/met/reviewed all development efforts done by other HCRMA consultants for 365 Toll.
- Provided support to Staff for landowner coordination, meetings with stakeholders, in addition to Staff support for ROW document preparation, contract document support, and document control.
- Merging PS&E sets from L&G and S&B into one cohesive plan set.
- Merging support for integrating TEDSI's ITS/Tolling PS&E into final plan set.

- **PMC WA 9 (MGT/GEC Tasks) Cont.**
 - Construction Management tasks include
 - Managed US 281 / BSIF construction and document control systems (Appia and ProjectWise) for coordination with the Contractor and TxDOT.
 - Managing RFI, submittals, shop drawing reviews, and supporting logging of testing and inspection in coordination with HCRMA Construction Engineer and Records Keeper (including SW3P inspections, etc.) in addition to logging field changes.
- **PMC WA 23 (IBTC ENV)**
 - Coordinated with subconsultants (Blanton / Amatterra) on upcoming tasks to support classification letter generation. Additional details in the IBTC section of this report.

Project Overview for 365 Toll



Project Schedule for 365 Toll



US 281 Improvements / BSIF Connector - Phase I (365 Segment 3)

(US 281 / Mil. Hwy. from SP600 / Cage Blvd. to FM 2557 / Stewart Rd and the BSIF Connector)

WORK TASK	2015												2016											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Env. Clearance (FONSI)							◆																	
Final Design (Complete)																								
ROW Acquisition (Complete)																								
Utility Relocation																								
Constr. Bid Opening (Letting)										◆														
Construction Starts														◆										

CONSTRUCTION FOR SH 365 PHASE I: FROM 02/01/2016 TO 09/30/2017

365 Tollway - Phase II (365 Segments 1 & 2)

(FM 396 / Anzalduas Hwy. to US 281 / Military Hwy)

WORK TASK	2016												2017											
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Env. Clearance (FONSI)	Occurred July 2, 2015																							
Final Design																								
ROW Acquisition Phase																								
Utility Relocation																								
Constr. Bid Advertisement																◆								
Constr. Bid Opening (Letting)																	◆							
Construction Starts																								

◆ Constr. Ends Dec 2019

CONSTRUCTION FOR SH 365 PHASE II: FROM 7/2017 TO 12/2019

Project Schedule Milestones for 365 Toll



- 3/1/2017: Submit Bid Package (Bid Proposal and 100% Plans) to TxDOT
- 2/15/2017 to 3/30/2017: GEC Report Created
- 4/14/2017: LOA Received by HCRMA
- Advertisement Dates (Sat 4/15 & Sun 4/16 & Subsequent weekends)
- 5/30/2017: Letting Date
- 6/13/2017: Award Date by HCRMA (NTP Contingent upon TxDOT / FHWA concurrence)
- 6/15/2017: Visit Rating Agencies
- 6/24/2017: Receive Ratings
- 6/30/2017: Post POS
- 7/1/2017: Marketing and Road Show for entire week
- 7/8/2017: Price Bonds
- 7/26/2017: Close Bonds
- 7/31/2017: Issue Construction Contract NTP
- 12/31/2019: Constr. Ends SH 365 Seg. 1 & 2

■ Design

- PS&E on 365 Segment 3 (US 281/BSIF) is 100% complete.
- PS&E on 365 Segments 1 and 2 are 99% complete.
- All requested subsurface utility exposures are 100% complete.
- Geo-technical for SH 365 Segment 3 (US 281) is 100% complete.
- Geo-technical for SH 365 Segments 1 and 2 are 100% complete.
- Onsite Hydrologic Studies for SH 365 Segments 1, 2, and 3 are 100% complete.

■ ROW Mapping / Acquisition

- ROW Maps and Parcels for Segments 1 & 2 delivered to ROW team.
- Most appraisals completed, save for a few new levee parcels, along parcels modified for whole parcel takings, and in places where updated title information has become available.
- Land acquisition ongoing throughout entire corridor from Anzalduas Bridge to US 281 Military Highway.

■ Utility Relocations

- Major utilities have been coordinated with and held kick-off meetings with said owners (cities, private utilities, irrigation districts, etc.). Continuing to negotiate relocation agreements, while coordinating movement of those that are ready to move.
- As ROW is acquired PMC has examined possibility of releasing utility relocation agreements.

■ Environmental

– EPIC

- Currently updating SW3P and EPIC to the latest standards.

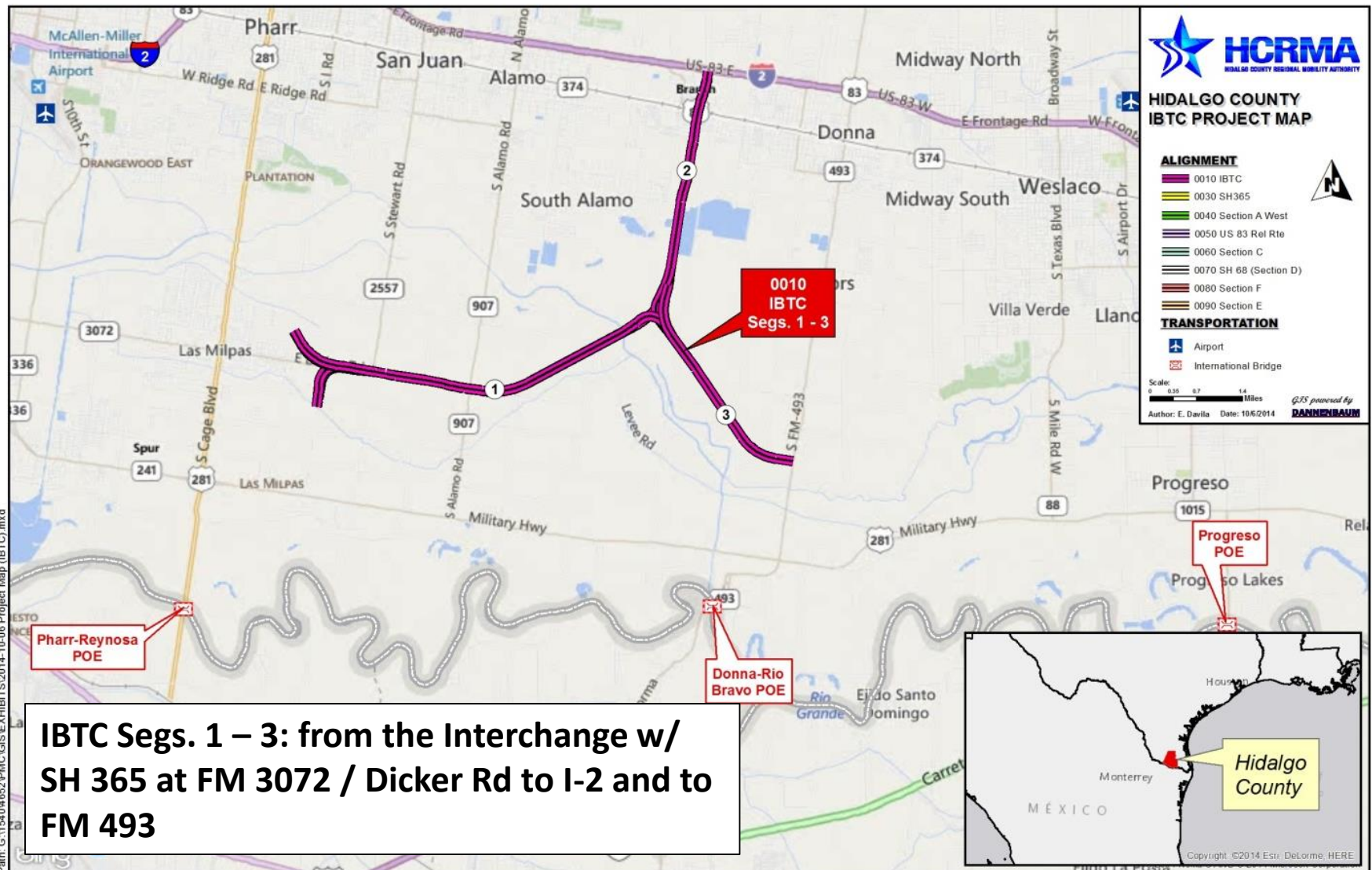
– USIBWC

- USIBWC received final levee relocation submittal for review in connection with final review for possible approval of construction license.

– USACE 404 Permit & Wetland Mitigation Plan

- The PMC is developing a design and construction schedule for the mitigation site.

Project Overview for IBTC



Project Schedule for IBTC

IBTC - Segments 1 - 3

(From Dicker Rd. Interchange to end of the Floodway North to I-2 & from Valleyview Interchange to FM 493)

	WORK TASK	2018												2019														
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec			
	Env. Clearance (FONSI)	2/17 Obtain Class. Letter																										
	Final Design																											
	ROW Acquisition Phase																											
	Utility Relocation																											
	Constr. Bid Advertisement																											
	Constr. Bid Opening (Letting)																											
	Construction Starts																											

CONSTRUCTION FOR SH 365 PHASE II: FROM 6/1/2019 TO 12/30/2021

Proposed Revised Schedule:

- Contingent upon Board direction
- Funding considerations
- Clearing environmental

■ Design

- PS&E for IBTC Segments 1 - 3 are 40 to 60% complete.
- Geo-technical borehole efforts are on pause for IBTC Segments 1-3.
- Onsite Hydrologic Studies for IBTC have been reviewed and are being finalized.
- Subsurface Utility Exposures are 100% complete.

■ Environmental

- Evaluating data received from Atkins on work previously done including: cultural resources, early ROW acquisition, hazmat in order to get baseline of work done to date to support a classification request of an EA.
- PMC and subconsultants are reviewing all documents and incorporating them into the Draft classification letter.

■ ROW Mapping

- Strip map for complete IBTC project is complete for the entire project, as well as all ETT-easement parcels completed.

■ ROW Acquisition

- All parcels north of Donna Reservoirs have been submitted to the ROW Acquisition Team.
- Early acquisition is nearing completion for the AEP/ETT local project ROW for the transmission line (4 parcels remain at various stages of closure).
- ROW parcels will need to be developed for alignment changes currently being vetted in the environmental document.

Item 1B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE

 X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

 1B
 06/20/17
 06/27/17

TECHNICAL COMMITTEE

1. Agenda Item: **REPORT ON CONSTRUCTION ACTIVITY FOR US 281/MILITARY HIGHWAY OVERPASS/BSIF CONNECTOR PROJECT.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No

Report on Construction Activity for US 281/Military Highway Overpass/BSIF Connector Project by Ramon Navarro, IV., P.E. Chief Construction Engineer.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: Report Only
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
11. Construction Engineer's Recommendation: Approved Disapproved X None
12. Executive Director's Recommendation: x Approved Disapproved None

THIS ITEM WILL BE
SENT UNDER
SEPERATE COVER

This Page
Intentionally
Left Blank

Item 2A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2A </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 06/06/17 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 06/27/17 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF MINUTES FOR SPECIAL BOARD MEETING HELD MAY 1, 2017 AND REGULAR BOARD MEETING HELD MAY 23, 2017.**
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 Special Board Meeting held May 1, 2017 and Regular Board Meeting held May 23, 2017.
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 Special Board Meeting held May 1, 2017 and Regular Board Meeting held May 23, 2017, as presented.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: X Approved Disapproved None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
11. Chief Development Engineer's Recommendation: Approved Disapproved X None
12. Chief Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: X Approved Disapproved None

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

The Hidalgo County Regional Mobility Authority Board of Directors convened for a Special Meeting on **Monday, May 1, 2017**, at 9:00 am at the Pharr Memorial Library, North Star Room, 2nd Floor, 121 E. Cherokee Ave, Pharr, Texas, with the following present:

Board Members:	S. David Deanda, Jr., Chairman	HCRMA
	Forrest Runnels, Vice-Chairman	HCRMA
	Ricardo Perez, Secretary/Treasurer	HCRMA
	Alonzo Cantu, Director	HCRMA
	Aquiles J. Garza, Jr. Director	HCRMA
	David Guerra, Director	HCRMA
	Josue Reyes, Director	HCRMA

Staff:	Pilar Rodriguez, Executive Director	HCRMA
	Ramon Navarro IV, Chief Construction Engineer	HCRMA
	Celia Gaona, Chief Auditor/Compliance Officer	HCRMA
	Jose Castillo, Chief Financial Officer	HCRMA
	Carlos Moreno, Land Acquisition Coordinator	HCRMA
	Maria Alaniz, Administrative Assistant II	HCRMA
	Blakely Fernandez, Legal Counsel	HCRMA
	Eric Davila, Program Manager	HCRMA

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 9:16 am.

1. EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY).

Motion by Forrest Runnels, with a second by Alonzo Cantu, to enter into Executive Session to consult with the Board Attorney on legal issues pertaining to Item 1A under Section 551.071, of the Texas Government Code at 9:18 am. Motion carried unanimously.

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

No action taken.

Motion made by David Guerra, with a second by Forrest Runnels, to reconvene the regular board meeting at 9:53 am.

ADJOURNMENT

There being no other business to come before the Board of Directors, the meeting was adjourned at 9:53 am.

S. David Deanda, Jr, Chairman

Attest:

Ricardo Perez, Secretary/Treasurer

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

The Hidalgo County Regional Mobility Authority Board of Directors convened for a Regular Meeting on **Tuesday, May 23, 2017**, 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	HCRMA
	Forrest Runnels, Vice-Chairman	HCRMA
	Alonzo Cantu, Director	HCRMA
	Josue Reyes, Director	HCRMA
Absent:	Ricardo Perez, Secretary/Treasurer	HCRMA
	Aquiles J. Garza, Jr. Director	HCRMA
	David Guerra, Director	HCRMA
Staff:	Pilar Rodriguez, Executive Director	HCRMA
	Ramon Navarro, Chief Construction Engineer	HCRMA
	Celia Gaona, Chief Auditor/Compliance Officer	HCRMA
	Jose Castillo, Chief Financial Officer	HCRMA
	Maria Alaniz, Administrative Assistant II	HCRMA
	Blakely Fernandez, Legal Counsel	HCRMA
	Louis Jones, Program Manager	HCRMA

PLEDGE OF ALLEGIANCE

Chairman Deanda led the Pledge of Allegiance.

INVOCATION

Ms. Gaona led the Invocation.

CALL TO ORDER FOR REGULAR MEETING AND ESTABLISH A QUORUM

Chairman Deanda called the Regular Meeting to order at 5:34 pm.

Motion by Forrest Runnels, with a second by Josue Reyes, to enter into Executive Session to consult with the Board Attorney on legal issues pertaining to Items 3C, 3D, and 6B under Section 551.071 of the Texas Government Code at 5:35 pm. Motion carried unanimously.

Motion made by Forrest Runnels, with a second by Alonzo Cantu, to reconvene the regular board meeting at 5:54 pm. Motion carried unanimously.

1. REPORTS

- A. Report on Program Manager Activity for 365 Tollway and IBTC – Dannenbaum Engineering.
Mr. Anthony Garza, Danenbaum Engineering, reported on the progress to date for the 365 Tollway and IBTC Projects. No action taken.

- B. Report on Construction Activity for US 281/Military Highway Overpass/BSIF Connector Project – Ramon Navarro, HCRMA.
Mr. Ramon Navarro reported on Construction Activity for US 281/Military Highway Overpass/BSIF Connector Project. No action taken.

2. CONSENT AGENDA.

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

- A. Approval of Minutes for Regular Meeting held April 25, 2017.
Approved the Minutes for the Regular Meeting held April 25, 2017 as presented.
- B. Approval of Project & General Expense Report for the period from April 11, 2017 to May 9, 2017.
Approved the Project & General Expense Report for the period from April 11, 2017 to May 9, 2017.
- C. Approval of Financial Report for April 2017.
Approved the Financial Report for April 2017.
- D. Resolution 2017-56 – Approval of Work Authorization Number 2 - Supplemental Number 1 to the Professional Services Agreement with ROW Surveying Services for a no-cost time extension to provide surveys for parcels gaps as part of the 365 Tollway Project.
Approved Resolution 2017-56 – Approval of Work Authorization Number 2 - Supplemental Number 1 to the Professional Services Agreement with ROW Surveying Services for a no-cost time extension to provide surveys for parcels gaps as part of the 365 Tollway Project.
- E. Resolution 2017-57 – Approval of Work Authorization Number 3 - Supplemental Number 1 to the Professional Services Agreement with ROW Surveying Services for a no-cost time extension to provide a survey for the Tanner Property as part of the 365 Tollway Project.
Approved Resolution 2017-57 – Approval of Work Authorization Number 3 - Supplemental Number 1 to the Professional Services Agreement with ROW Surveying Services for a no-cost time extension to provide a survey for the Tanner Property as part of the 365 Tollway Project.

3. REGULAR AGENDA

- A. Resolution 2017-51 – Approval of one year extension to the Professional Service Agreement with Hilltop Securities (First Southwest) to provide Financial Advisory Services to the Hidalgo County Regional Mobility Authority.
Motion by Forrest Runnels, with a second by Josue Reyes, to approve Resolution 2017-51 – Approval of one year extension to the Professional Service Agreement with Hilltop Securities (First Southwest) to provide Financial Advisory Services to the Hidalgo County Regional Mobility Authority. Motion carried unanimously.
- B. Resolution 2017-52 – Award of Contract for Valley View Road/City of Donna Sanitary Sewer Lift Station Relocation Project as part of the ETT/Cross Valley Project.
Motion by Alonzo Cantu, with a second by Forrest Runnels, to approve Resolution 2017-52 – Award of Contract to Jimenez Engineering Solutions DBA International Consulting Engineers for Valley View Road/City of Donna Sanitary Sewer Lift Station Relocation Project as part of the ETT/Cross Valley Project in the amount of \$344,918.00. Motion carried unanimously.
- C. Resolution 2017-53 – Authorizing notice of termination of the Professional Service Agreement for Program Management Engineering Services for the Hidalgo County Regional Mobility Authority.
Motion by Alonzo Cantu, with a second by Forrest Runnels, to approve Resolution 2017-53 – Authorizing sixty (60) day notice of termination of the Professional Service Agreement for Program Management Engineering Services for the Hidalgo County Regional Mobility Authority. Motion carried unanimously.

- D. Resolution 2017-54 – Authorization to waive procurement of Professional Services for a Program Management Engineering Services for the Hidalgo County Regional Mobility Authority.

Motion by Josue Reyes, with a second by Alonzo Cantu, to approve Resolution 2017-54 – Authorization to waive procurement of Professional Services for a Program Management Engineering Services for the Hidalgo County Regional Mobility Authority. Motion carried unanimously.

- E. Resolution 2017-55 – Approval of a lease agreement with the City of Pharr to provide office space to the Hidalgo County Regional Mobility Authority.

No action taken.

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 Josue Reyes, to enter into Executive Session to consult with the Board Attorney on legal issues pertaining to Items 3C, 3D, and 6B under Section 551.071 of the Texas Government Code at 5:35 pm. Motion carried unanimously.

- A. Annual performance evaluation of Pilar Rodriguez, Executive Director (Section 551.074 T.G.C.).

No action taken.

- B. Consultation with Board Attorney on legal issues pertaining to the Professional Service Agreement with Dannenbaum Engineering to provide Program Management Services for the Hidalgo County Regional Mobility Authority (Section 551.071 T.G.C.).

No action taken

- C. Consultation with Board 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.

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

No action taken.

- E. Consultation with Board Attorney on legal issues pertaining to the deliberation of real property for various parcels for the 365 Tollway Project (Sections 551.071 and 551.072 T.G.C.).

No action taken.

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

No action taken.

- G. Consultation with Board Attorney on legal issues pertaining to the proposed South Texas Class I Rail Project (Section 551.071 T.G.C.).

No action taken.

- H. Consultation with Board 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.

Motion made by Forrest Runnels, with a second by Alonzo Cantu, to reconvene the regular board meeting at 5:54 pm. Motion carried unanimously.

PUBLIC COMMENT

None

ADJOURNMENT

There being no other business to come before the Board of Directors, the meeting was adjourned at 6:04 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> 06/20/17 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 06/27/17 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF PROJECT AND GENERAL EXPENSE REPORT FROM MAY 10, 2017 THROUGH JUNE 9, 2017**

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

Consideration and approval of project and general expense report for the period from May 10, 2017 to June 9, 2017.

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

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

General Account	\$ 153,785.30
VRF Bond Account	\$ 1,272,487.14
R.O.W Services	\$ 1,086,264.00
SIB Loan	\$ 111,991.05
Total Project Expenses for Reporting Period	\$ 2,624,527.49

Fund Balance after Expenses	\$ 13,759,142
-----------------------------	---------------

5. Staff Recommendation: **Motion to approve the project and general expense report for the period from May 10, 2017 to June 9, 2017 as presented.**

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

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

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

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

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

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

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

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



Memorandum

To: S. David Deanda Jr., Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: June 20, 2017
Re: **Expense Report for the Period from May 10, 2017 to June 9, 2017**

Attached is the expense report for the period commencing on May 10, 2017 and ending on June 9, 2017.

Expenses for the General Account total \$153,785.30, the VRF Bond Account total \$1,272,487.14, ROW Services total \$1,086,264, and for the SIB Loan total \$111,991.05. The aggregate expense for the reporting period is \$2,624,527.49.

Based on review by this office, **approval of expenses for the reporting period is recommended in the aggregate amount of \$2,624,527.49.**

This leaves a fund balance (all funds) after expenses of \$13,759,142.

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



HCRMA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

May 10 - June 9

June 2017

Plains Capital 41

	Make Check Payable to	Date Work Performed	Amount
Wages & Benefits	City of Pharr	05/12/17 & 05/26/2017	\$ 65,672.53
Office Supplies	Office Depot	April 2017	\$ 636.10
	Office Depot	4/13/17-6/2/17	\$ 161.13
	Copy Zone	April 2017	\$ 984.50
Postage/Courier	A Fast Delivery	05/18/17	\$ 108.50
Due & Subscriptions	RGV Mobility Task Force	2017	\$ 10,000.00
	Bentley Advancing Infrastructure	5/19/17-05/18/18	\$ 24,646.65
Telephone	Verizon Wireless	May 2017	\$ 151.96
Legal Fees	Bracewell	May 2017	\$ 9,598.79
	Pathfinder Public Affairs	May 2017	\$ 10,000.00
Advertising	Advance Publishing Co.	5/17/17 & 5/24/17	\$ 195.00
Accounting Fees	City of Pharr	May 2017	\$ 205.00
Rent	City of Pharr	May 2017	\$ 1,969.60
	City of Pharr	May 2017	\$ 55.55
	Dahill	May 2017	\$ 961.42
	Dahill	May 2017	\$ 224.46
Professional Services	Pena Designs	May 2017	\$ 200.00
	Credit Card Services	05/04/2017-06/03/2017	\$ 894.00
	Credit Card Services	05/04/2017-06/03/2017	\$ 1,745.98
	Credit Card Services	05/04/2017-06/03/2017	\$ 186.74
	Eric Davila	10/11/2016-04/24/2017	\$ 250.00
	Eric Davila	5/30/17	\$ 408.00
	Southern Computer Warehouse	5/23/2017	\$ 3,469.40
	Southern Computer Warehouse	5/31/17	\$ 8,606.31
	Environmental System Research Institute, Inc.	6/5/17	\$ 5,813.28
	SHI Government Solutions, Inc.	5/24/2017	\$ 629.00
	SHI Government Solutions, Inc.	6/1/2017	\$ 5,386.70
	Ramon Navarro	05/30/17-05/31/17	\$ 364.70
Janitorial Services	ABC Janitorial & Floor Care, Inc.	May 2017	\$ 260.00
			\$ 153,785.30
R.O.W. Services	Requisitions Paid		
	Sierra Title of Hidalgo County		\$ 441,105.00
			\$ 441,105.00

Wilmington Trust 43

Construction Bond

Legal Fees	Bracewell	May 2017	\$ 2,450.00
	Bracewell	May 2017	\$ 980.00
Engineering Services	S & B Infrastructure	04/01/17-05/31/17	\$ 157,212.77
	Raba Kistner	4/04/17-06/05/17	\$ 53,580.59
	Raba Kistner	3/30/17 thru 05/22/17	\$ 22,991.26
	Melden & Hunt	05/01/16-03/31/2017	\$ 4,567.50
Construction	Foremost Paving, Inc.	May 2017	\$ 870,415.73
	Terracon	Thru 5/20/2017	\$ 13,685.72
Program Management	Dannenbaum	05/01/17-05/31/2017	\$ 144,018.32
	Amaterra	1/1/2017 thru 3/31/2017	\$ 1,152.00
R.O.W. Services	Top Cut Lawn Care, Inc.	May 2017	\$ 1,433.25
			\$ 1,272,487.14

SIB Construction Account 44

Legal Fees	Law Office of Richard A. Cantu	May 2017	\$ 28,561.13
	Barkhurst & Hinojosa P.C.	04/01/17-04/28/17	\$ 4,950.00
	Barkhurst & Hinojosa P.C.	04/10/17-04/20/17	\$ 2,875.00
Acquisition Services	Sendero Acquisitions	Thru 5/31/2017	\$ 28,615.00
	SAMES	05/01/17-05/31/17	\$ 11,237.00
	Quintanilla Headley & Associates	4/1/17-04/31/17	\$ 13,994.06
	Leonel Garza & Associates	May 2017	\$ 3,875.00
	ROW Surveying Services, LLC	03/01/17-05/31/17	\$ 2,125.00
R.O.W. Services	Sierra Title of Hidalgo County	01/24/17-04/07/17	\$ 15,758.86
			\$ 111,991.05

SIB R.O.W. Fees

	Requisitions Paid		
	Sierra Title of Hidalgo County Inc. for Mike Theser Estate Partnership	365 Tollway	\$ 1,210.00
	Julia M. Tijerina de Guerrero dba Exchange Salvage Auto Parts	365 Tollway	\$ 162,000.00
	Sierra Title of Hidalgo County Inc. -Atenasstar, L.P., a Texas Limited Partnership	365 Tollway	\$ 175,000.00
	Hidalgo County Clerk's Office for CSF Land Company, LLC and Special Commissioners Artemio De La Fuente, Bridget Hernandez, Mari Nowakowski	365 Tollway	\$ 299,719.00
	Sierra Title of Hidalgo County, Inc. for Hidalgo County Water Improvement District No. Three 3	365 Tollway	\$ 7,230.00
			\$ 645,159.00

Sub Total - General	\$	153,785.30
Sub Total - Projects	\$	1,272,487.14
Sub Total - R.O.W.	\$	441,105.00
Sub Total - SIB Acquisition	\$	111,991.05
Sub Total - SIB R.O.W.	\$	645,159.00
Total	\$	2,624,527.49

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

Recommend Approval: _____
Pilar Rodriguez, Executive Director

Approved: _____
Ricardo Perez, Secretary/Treasurer

Date: 6/27/2017

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> 06/07/17 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 06/27/17 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **APPROVAL OF THE FINANCIAL REPORT FOR THE MONTH OF MAY 2017.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of financial report for the month of May 2017.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
Funding Source:
5. Staff Recommendation: **Motion to approve the Financial Report for the month of May 2017, as presented.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: X Approved Disapproved None
11. Chief Development Engineer's Recommendation: Approved Disapproved X None
12. Chief Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: X Approved Disapproved None

**HIDALGO CO. REGIONAL MOBILITY AUTHORITY
STATEMENT OF NET POSITION MAY 31, 2017**

ASSETS

CURRENT ASSETS

Cash	\$ 834,754
Pool Investments	4,518,012
Promiles-Prepaid/Escrow Overweight Permit Fees	10,900
Accounts Receivable - VR Fees	553,910
Prepaid expense	<u>3,587</u>
Total Current Assets	<u>5,921,163</u>

RESTRICTED ASSETS

Investments-debt service	4,053,518
Investments-bond construction	1,846,941
Investments-365 (SIB) construction	8,081,831
Due from-governmental agency	<u>1,053,245</u>

Total Restricted Assets	<u>15,035,535</u>
-------------------------	-------------------

CAPITAL ASSETS

Construction in progress	<u>96,362,311</u>
--------------------------	-------------------

Total Capital Assets	<u>96,362,311</u>
----------------------	-------------------

TOTAL ASSETS	<u>\$ 117,319,009</u>
---------------------	------------------------------

LIABILITIES AND NET POSITION

CURRENT LIABILITIES

Accounts payable-City of Pharr	\$ 65,673
Unearned Revenue - Overweight Permit Escrow	10,900
Current Portion of Bond Premium	<u>76,452</u>

Total Current Liabilities	<u>153,025</u>
---------------------------	----------------

RESTRICTED LIABILITIES

Accounts Payable	
Accrued Interest - Bonds	236,343
Current Portion of Long-Term Debt	<u>1,140,000</u>

Total Restricted Liabilities	<u>1,376,343</u>
------------------------------	------------------

LONG-TERM LIABILITIES

2013 VRF Bonds Payable	57,135,000
Jr. Lien Bonds	20,000,000
Bond premium	<u>1,987,740</u>

Total Long-Term Liabilities	<u>79,122,740</u>
-----------------------------	-------------------

Total Liabilities	<u>80,652,108</u>
-------------------	-------------------

NET POSITION

Investment in Capital Assets, Net of Related Debt	27,005,136
Restricted for:	
Debt Service	3,817,175
Unrestricted	<u>5,844,590</u>

Total Net Position	<u>36,666,901</u>
--------------------	-------------------

TOTAL LIABILITIES AND NET POSITION	<u>\$ 117,319,009</u>
---	------------------------------

BALANCE SHEET

AS OF: MAY 31ST, 2017

41 -HCRMA-GENERAL

ACCOUNT#	TITLE	
<hr/>		
ASSETS		
=====		
41-1-1100	GENERAL OPERATING	834,753.75
41-1-1102	POOL INVESTMENTS	4,518,012.30
41-1-1113	ACCOUNTS RECIEVABLES-VR FEES	553,910.00
41-1-1113-1	PROMILES-PREPAID/ESCROW OVERWE	10,900.00
41-1-1118	CONSTRUCTION IN PROGRESS	96,362,311.27
41-1-1601	PREPAID EXPENSE	3,586.66
		102,283,473.98
TOTAL ASSETS		102,283,473.98
=====		
LIABILITIES		
=====		
41-2-1212-1	A/P CITY OF PHARR	65,672.83
41-2-1213-1	UNEARNED REV.-OVERWEIGHT	10,900.00
41-2-1213-9	CURRENT-UNAMORTIZED PREMIUM	76,451.51
41-2-1214-1	BONDS PAYABLE-CURRENT	1,140,000.00
41-2-1214-10	LONG TERM BONDS- JR LIEN	20,000,000.00
41-2-1214-2	BONDS PAYABLE-LONG TERM PORTIO	57,135,000.00
41-2-1214-3	UNAMORTIZED PREMIUM ON BOND	1,987,740.20
TOTAL LIABILITIES		80,415,764.54
EQUITY		
=====		
41-3-1400	FUND BALANCE	19,726,427.59
41-3-3400	FUND BALANCE	3,910,339.95
TOTAL BEGINNING EQUITY		23,636,767.54
TOTAL REVENUE		2,928,646.62
TOTAL EXPENSES		4,697,704.72
TOTAL REVENUE OVER/(UNDER) EXPENSES		(1,769,058.10)
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		21,867,709.44
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		102,283,473.98
=====		

C I T Y O F P H A R R
REVENUE REPORT FOR PERIOD ENDING:
MAY 31ST, 2017

1

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 41.67

ACCOUNT NO#	TITLE	CURRENT MONTH REVENUES	YEAR TO DATE REVENUES	AMOUNT BUDGETED	BUDGET BALANCE	PERCENT USED
HCRMA						
4-1504	VEHICLE REGISTRATION FEES	553,910.00	2,750,258.54	6,695,000.00	3,944,741.46	41.08
4-1505-5	PROMILES-OW/OS PERMIT FEES	29,241.00	130,293.00	250,000.00	119,707.00	52.12
4-1506	INTEREST REVENUE	4,102.23	22,613.50	28,000.00	5,386.50	80.76_
	TOTAL HCRMA	587,253.23	2,903,165.04	6,973,000.00	4,069,834.96	41.63
46-CHARGES FOR CURRENT SE						
4-4664	MISCELLANEOUS	25,481.58	25,481.58	0.00	(25,481.58)	0.00_
	TOTAL 46-CHARGES FOR CURRENT SE	25,481.58	25,481.58	0.00	(25,481.58)	0.00
48-INTERFUND TRANSFERS						
4-4800	TRANSFER IN - BOND CONSTRUCTIO	0.00	0.00	719,558.00	719,558.00	0.00_
	TOTAL 48-INTERFUND TRANSFERS	0.00	0.00	719,558.00	719,558.00	0.00
** TOTAL FUND REVENUES **		612,734.81	2,928,646.62	7,692,558.00	4,763,911.38	38.07

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 41.67

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
HCRMA ADMINISTRATION							
=====							
GENERAL							

10-							
52900-1000	WAGES & BENEFITS	0.00	0.00	0.00	0.00	0.00	0.00
52900-1030	TEMPORARY EMPLOYEES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 10-		0.00	0.00	0.00	0.00	0.00	0.00
11-PERSONNEL SERVICES							
52900-1100	SALARIES	33,754.88	190,391.98	0.00	475,106.00	284,714.02	40.07
52900-1104	OVERTIME	0.00	49.85	0.00	0.00	(49.85)	0.00
52900-1105	FICA	2,646.02	14,984.97	0.00	39,297.00	24,312.03	38.13
52900-1106	HOSPITAL INSURANCE	17.04	85.20	0.00	26,054.00	25,968.80	0.33
52900-1115	EMPLOYEES RETIREMENT	2,711.19	15,381.79	0.00	35,958.00	20,576.21	42.78
52900-1116	PHONE ALLOWANCE	392.30	2,157.65	0.00	3,900.00	1,742.35	55.32
52900-1117	CAR ALLOWANCE	1,753.84	9,646.12	0.00	22,800.00	13,153.88	42.31
52900-1122	EAP- ASSISTANCE PROGRAM	6.62	31.90	0.00	0.00	(31.90)	0.00
52900-1178	ADMIN FEE	750.00	4,125.00	0.00	9,750.00	5,625.00	42.31
52900-1179	CONTINGENCY	0.00	0.00	0.00	11,878.00	11,878.00	0.00
52900-1180	ASSIGNMENT PAY	0.00	0.00	0.00	0.00	0.00	0.00
52900-1181	ASSIGNMENT PAY FICA	0.00	0.00	0.00	0.00	0.00	0.00
52900-1182	ASSIGNMENT PAY TMRS	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 11-PERSONNEL SERVICES		42,031.89	236,854.46	0.00	624,743.00	387,888.54	37.91
12-							
52900-1200	OFFICE SUPPLIES	65.69	1,322.52	0.00	12,000.00	10,677.48	11.02
TOTAL 12--		65.69	1,322.52	0.00	12,000.00	10,677.48	11.02
16-							
52900-1604	MAINTENANCE & REPAIR	0.00	0.00	0.00	25,000.00	25,000.00	0.00
52900-1605	JANITORIAL	0.00	0.00	0.00	0.00	0.00	0.00
52900-1606	UTILITIES	151.96	444.16	0.00	2,500.00	2,055.84	17.77
52900-1607	CONTRACTUAL ADM/IT SERVICES	0.00	0.00	0.00	10,000.00	10,000.00	0.00
52900-1610	DUES & SUBSCRIPTIONS	15,000.00	15,303.45	0.00	30,000.00	14,696.55	51.01
52900-1611	POSTAGE/FEDEX/COURTIER	176.65	841.11	0.00	3,000.00	2,158.89	28.04
52900-1620	GENERAL LIABILITY	49.00	3,250.66	0.00	1,300.00	(1,950.66)	250.05
52900-1621	INSURANCE-E&O	0.00	0.00	0.00	800.00	800.00	0.00
52900-1622	INSURANCE-SURETY	0.00	0.00	0.00	800.00	800.00	0.00
52900-1623	INSURANCE-LETTER OF CREDIT	0.00	0.00	0.00	1,000.00	1,000.00	0.00
52900-1630	BUSINESS MEALS	0.00	0.00	0.00	0.00	0.00	0.00

C I T Y O F P H A R R
EXPENSE REPORT FOR PERIOD ENDING:
MAY 31ST, 2017

2

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 41.67

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
52900-1640	ADVERTISING	2,455.00	3,402.00	0.00	15,000.00	11,598.00	22.68
52900-1650	TRAINING	209.00	390.95	0.00	10,000.00	9,609.05	3.91
52900-1660	TRAVEL	420.71	1,882.91	0.00	15,000.00	13,117.09	12.55
52900-1662	PRINTING & PUBLICATIONS	835.72	4,505.55	0.00	15,000.00	10,494.45	30.04
TOTAL 16--		19,298.04	30,020.79	0.00	129,400.00	99,379.21	23.20
17--							
52900-1703	BANK SERVICE CHARGES	0.00	2,000.00	0.00	0.00	2,000.00	0.00
52900-1705	ACCOUNTING FEES	205.00	28,097.45	0.00	40,000.00	11,902.55	70.24
52900-1710	LEGAL FEES	4,950.00	18,664.85	0.00	30,000.00	11,335.15	62.22
52900-1710-1	LEGAL FEES-GOV.AFFAIRS	10,000.00	50,000.00	0.00	0.00	50,000.00	0.00
52900-1712	FINANCIAL CONSULTING FEES	0.00	0.00	0.00	0.00	0.00	0.00
52900-1715	RENT-OFFICE	1,969.60	5,908.80	0.00	35,000.00	29,091.20	16.88
52900-1715-1	RENT-OFFICE EQUIPMENT	905.35	2,940.51	0.00	12,000.00	9,059.49	24.50
52900-1715-2	RENT-OTHER	0.00	0.00	0.00	5,000.00	5,000.00	0.00
52900-1716	CONTRACTUAL WEBSITE SERVICES	200.00	800.00	0.00	2,400.00	1,600.00	33.33
52900-1731	MISCELLANEOUS	98.50	98.50	0.00	1,000.00	901.50	9.85
52900-1732	PENALTIES & INTEREST	0.00	0.00	0.00	1,000.00	1,000.00	0.00
52900-1797	CAPITALIZED-WAGES	0.00	0.00	0.00	0.00	0.00	0.00
52900-1798	CAPITALIZED-CONSTRUCTION/OTHER	0.00	0.00	0.00	0.00	0.00	0.00
52900-1799	PREMIUM AMORTIZATION	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 17--		18,328.45	108,510.11	0.00	126,400.00	17,889.89	85.85
18--							
52900-1850	CAPITAL OUTLAY	0.00	0.00	0.00	25,000.00	25,000.00	0.00
52900-1899	NON-CAPITAL	0.00	0.00	0.00	5,000.00	5,000.00	0.00
TOTAL 18--		0.00	0.00	0.00	30,000.00	30,000.00	0.00
19--							
52900-1999-2	TRANSFER OUT TO BOND CONSTRUCT	0.00	1,500,000.00	0.00	0.00	1,500,000.00	0.00
52900-1999-3	TRANSFER OUT TO DEBT	331,342.71	1,657,648.15	0.00	3,976,112.00	2,318,463.85	41.69
52900-1999-4	TRANSFER OUT 365 CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
52900-1999-5	TRANS OUT DEB-JR LIEN	0.00	1,040,000.00	0.00	1,040,400.00	400.00	99.96
TOTAL 19--		331,342.71	4,197,648.15	0.00	5,016,512.00	818,863.85	83.68
TOTAL GENERAL		411,066.78	4,574,356.03	0.00	5,939,055.00	1,364,698.97	77.02
TOTAL HCRMA ADMINISTRATION		411,066.78	4,574,356.03	0.00	5,939,055.00	1,364,698.97	77.02

C I T Y O F P H A R R
EXPENSE REPORT FOR PERIOD ENDING:
MAY 31ST, 2017

3

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 41.67

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
HCRMA CONSTRUCTION MGMT							
=====							
GENERAL							

11-PERSONNEL SERVICES							
53000-1100	SALARIES	16,473.71	90,130.15	0.00	499,229.00	409,098.85	18.05
53000-1104	OVERTIME	0.00	0.00	0.00	25,000.00	25,000.00	0.00
53000-1105	FICA	1,159.18	6,921.42	0.00	45,189.00	38,267.58	15.32
53000-1106	HOSPITAL INSURANCE	12.78	63.90	0.00	26,709.00	26,645.10	0.24
53000-1115	EMPLOYEES RETIREMENT	1,408.58	7,708.52	0.00	41,350.00	33,641.48	18.64
53000-1116	PHONE ALLOWANCE	276.90	1,522.95	0.00	10,800.00	9,277.05	14.10
53000-1117	CAR ALLOWANCE	553.84	3,046.12	0.00	43,200.00	40,153.88	7.05
53000-1122	EAP- ASSISTANCE PROGRAM	4.74	23.70	0.00	0.00	23.70	0.00
53000-1178	ADMN FEE	450.00	2,475.00	0.00	15,600.00	13,125.00	15.87
53000-1179	CONTINGENCY	0.00	0.00	0.00	12,481.00	12,481.00	0.00
TOTAL 11-PERSONNEL SERVICES		20,339.73	111,891.76	0.00	719,558.00	607,666.24	15.55
12-							
53000-1200	OFFICE SUPPLIES	53.84	272.02	0.00	5,000.00	4,727.98	5.44
53000-1201	SMALL TOOLS	1,565.00	3,196.99	0.00	11,821.00	8,624.01	27.05
TOTAL 12-		1,618.84	3,469.01	0.00	16,821.00	13,351.99	20.62
16-							
53000-1605	JANITORIAL	260.00	1,040.00	0.00	3,500.00	2,460.00	29.71
53000-1608	UNIFORMS	0.00	0.00	0.00	4,485.00	4,485.00	0.00
53000-1610	DUES & SUBSCRIPTIONS	0.00	273.00	0.00	5,000.00	4,727.00	5.46
53000-1650	TRAINING	25.00	525.00	0.00	7,340.00	6,815.00	7.15
53000-1660	TRAVEL	1,021.58	1,319.98	0.00	12,000.00	10,680.02	11.00
TOTAL 16-		1,306.58	3,157.98	0.00	32,325.00	29,167.02	9.77
17-							
53000-1715-1	RENTAL - OFFICE EQUIPMENT	224.46	1,578.73	0.00	4,000.00	2,421.27	39.47
TOTAL 17-		224.46	1,578.73	0.00	4,000.00	2,421.27	39.47

C I T Y O F P H A R R
EXPENSE REPORT FOR PERIOD ENDING:
MAY 31ST, 2017

4

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 41.67

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
18-							
53000-1899	NON-CAPITALIZED	0.00	0.00	0.00	67,310.00	67,310.00	0.00
TOTAL 18-		0.00	0.00	0.00	67,310.00	67,310.00	0.00
TOTAL GENERAL		23,489.61	120,097.48	0.00	840,014.00	719,916.52	14.30
TOTAL HCRMA CONSTRUCTION MGMT		23,489.61	120,097.48	0.00	840,014.00	719,916.52	14.30
HCRMA PROGRAM MGMT							
=====							
GENERAL							

11-PERSONNEL SERVICES							
54000-1100	SALARIES	2,956.50	2,956.50	0.00	371,000.00	368,043.50	0.80
54000-1104	OVERTIME	0.00	0.00	0.00	2,500.00	2,500.00	0.00
54000-1105	FICA	216.79	216.79	0.00	30,751.00	30,534.21	0.70
54000-1106	HOSPITAL INSURANCE	2.13	2.13	0.00	20,345.00	20,342.87	0.01
54000-1115	EMPLOYEES RETIREMENT	0.00	0.00	0.00	28,138.00	28,138.00	0.00
54000-1116	PHONE ALLOWANCE	0.00	0.00	0.00	4,800.00	4,800.00	0.00
54000-1117	CAR ALLOWANCE	0.00	0.00	0.00	14,400.00	14,400.00	0.00
54000-1122	EAP- ASSISTANCE PROGRAM	0.79	0.79	0.00	0.00	0.79	0.00
54000-1178	ADMN FEE	75.00	75.00	0.00	7,800.00	7,725.00	0.96
54000-1179	CONTINGENCY	0.00	0.00	0.00	9,275.00	9,275.00	0.00
TOTAL 11-PERSONNEL SERVICES		3,251.21	3,251.21	0.00	489,009.00	485,757.79	0.66
12-							
54000-1200	OFFICE SUPPLIES	0.00	0.00	0.00	5,000.00	5,000.00	0.00
54000-1201	SMALL TOOLS	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 12-		0.00	0.00	0.00	5,000.00	5,000.00	0.00
16-							
54000-1610	DUES & SUBSCRIPTIONS	0.00	0.00	0.00	2,500.00	2,500.00	0.00
54000-1650	TRAINING	0.00	0.00	0.00	0.00	0.00	0.00
54000-1660	TRAVEL	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 16-		0.00	0.00	0.00	2,500.00	2,500.00	0.00

C I T Y O F P H A R R
EXPENSE REPORT FOR PERIOD ENDING:
MAY 31ST, 2017

5

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 41.67

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
18-							
54000-1850	CAPITAL OUTLAY	0.00	0.00	0.00	115,800.00	115,800.00	0.00
54000-1899	NON-CAPITALIZED	0.00	0.00	0.00	58,115.00	58,115.00	0.00
TOTAL 18-		0.00	0.00	0.00	173,915.00	173,915.00	0.00
TOTAL GENERAL		3,251.21	3,251.21	0.00	670,424.00	667,172.79	0.48
TOTAL HCRMA PROGRAM MGMT		3,251.21	3,251.21	0.00	670,424.00	667,172.79	0.48
** TOTAL FUND EXPENSES **		437,807.60	4,697,704.72	0.00	7,449,493.00	2,751,788.28	63.06

PERIOD: 5/01/2017 - 5/31/2017

ACCOUNT: 41-1-1100 GENERAL OPERATING

RECONCILIATION SUMMARY

BEGINNING STATEMENT BALANCE:	705,244.27	GL ACCOUNT BALANCE:	834,753.75
DEPOSITS:	+ 259,029.99	OUTSTANDING DEPOSITS:	- 0.00
WITHDRAWALS:	+ 114,230.98CR	OUTSTANDING CHECKS:	- 15,289.53CR
ADJUSTMENTS:	+ 0.00	ADJUSTMENTS:	+ 0.00
ENDING STATEMENT BALANCE:	850,043.28	ADJUSTED GL ACCOUNT BALANCE:	850,043.28

STATEMENT BALANCE: 850,043.28

BANK DIFFERENCE: 0.00

G/L DIFFERENCE: 0.00

CLEARED DEPOSITS:

5/24/2017	052417	MISC DEPOSIT	25,481.58
5/31/2017	053117	PROMILES MAY 2017	7,110.00
5/31/2017	053118	PROMILES MAY 2017	7,083.00
5/31/2017	053119	PROMILES MAY 2017	7,308.00
5/31/2017	053120	PROMILES MAY 2017	7,740.00
TOTAL CLEARED DEPOSITS:			54,722.58

CLEARED CHECKS:

4/26/2017	002121	A FAST DELIVERY	108.50CR
4/26/2017	002122	BURTON MCCUMBER & CORTEZ, LLP	23,000.00CR
4/26/2017	002123	COPYZONE	1,156.34CR
4/26/2017	002124	DAHILL	1,129.81CR
4/26/2017	002125	OFFICE DEPOT	430.02CR
4/26/2017	002126	TEXAS COMPTROLLER OF PUBLIC AC	100.00CR
5/25/2017	002128	COPYZONE	835.72CR
5/25/2017	002129	DAHILL	1,129.81CR
5/25/2017	002132	TIGER SUPPLIES, INC.	1,565.00CR
5/25/2017	002133	TML INTERGOVERNMENTAL RISK POO	49.00CR
TOTAL CLEARED CHECKS:			29,504.20CR

CLEARED OTHER:

5/22/2017	052217	TRANSFER IN	204,275.66
5/31/2017	053117	MAY INTEREST	31.75
5/31/2017	999999	DIRECT PACKET EFT	84,726.78CR
TOTAL CLEARED OTHER:			119,580.63

PERIOD: 5/01/2017 - 5/31/2017

ACCOUNT: 41-1-1100 GENERAL OPERATING

OUTSTANDING DEPOSITS:

No Items.

OUTSTANDING CHECKS:

5/25/2017	002127	A FAST DELIVERY	170.00CR
5/25/2017	002130	MCALLEN EDC	15,000.00CR
5/25/2017	002131	OFFICE DEPOT	119.53CR
TOTAL OUTSTANDING CHECKS:			15,289.53CR

=====

OUTSTANDING OTHER:

No Items.

PERIOD: 5/01/2017 - 5/31/2017

ACCOUNT: 41-1-1102 POOL INVESTMENTS

RECONCILIATION SUMMARY

BEGINNING STATEMENT BALANCE:	4,513,941.82	GL ACCOUNT BALANCE:	4,518,012.30
DEPOSITS:	+ 4,070.48	OUTSTANDING DEPOSITS:	- 0.00
WITHDRAWALS:	+ 0.00	OUTSTANDING CHECKS:	- 0.00
ADJUSTMENTS:	+ 0.00	ADJUSTMENTS:	+ 0.00
ENDING STATEMENT BALANCE:	4,518,012.30	ADJUSTED GL ACCOUNT BALANCE:	4,518,012.30

STATEMENT BALANCE: 4,518,012.30

BANK DIFFERENCE: 0.00

G/L DIFFERENCE: 0.00

CLEARED DEPOSITS:

No Items.

CLEARED CHECKS:

No Items.

CLEARED OTHER:

5/31/2017 053117 INTEREST MAY 17

4,070.48

TOTAL CLEARED OTHER:

4,070.48

=====

2 @ 6/16/17

BALANCE SHEET

AS OF: MAY 31ST, 2017

42 -HCRMA-DEBT SERVICE

ACCOUNT# TITLE

=====

ASSETS

42-1-4105	WILMINGTON-DEBT SERVICE	1,988,565.41	
42-1-4105-1	DEBT SVC - JR LIEN	2,064,952.36	
			4,053,517.77

TOTAL ASSETS		4,053,517.77
--------------	--	--------------

=====

LIABILITIES

42-2-4214-6	ACCRUED INTEREST PAY-2013	236,342.71	
	TOTAL LIABILITIES		236,342.71

=====

EQUITY

42-3-4400	FUND BALANCE	1,113,518.01	
	TOTAL BEGINNING EQUITY	1,113,518.01	

TOTAL REVENUE	2,703,657.05
TOTAL REVENUE OVER/(UNDER) EXPENSES	2,703,657.05

TOTAL EQUITY & REV. OVER/(UNDER) EXP.	3,817,175.06
---------------------------------------	--------------

TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.	4,053,517.77
---	--------------

C I T Y O F P H A R R
 REVENUE REPORT FOR PERIOD ENDING:
 MAY 31ST, 2017

1

FUND: 42 -HCRMA-DEBT SERVICE

% OF YEAR COMPLETED: 41.67

ACCOUNT NO#	TITLE	CURRENT MONTH REVENUES	YEAR TO DATE REVENUES	AMOUNT BUDGETED	BUDGET BALANCE	PERCENT USED
HCRMA						
4-1506	INTEREST INCOME	509.15	1,931.29	0.00	(1,931.29)	0.00
4-1506-1	INTEREST INCOME-JR LIEN	2,141.42	4,077.61	0.00	(4,077.61)	0.00_
	TOTAL HCRMA	2,650.57	6,008.90	0.00	(6,008.90)	0.00
HCRMA-FUND 42						
4-1999	TRANSFERS IN-FROM GENERAL FUND	331,342.71	2,697,648.15	3,974,263.00	1,276,614.85	67.88_
	TOTAL HCRMA-FUND 42	331,342.71	2,697,648.15	3,974,263.00	1,276,614.85	67.88
** TOTAL FUND REVENUES **		333,993.28	2,703,657.05	3,974,263.00	1,270,605.95	68.03

CITY OF PHARR
EXPENSE REPORT FOR PERIOD ENDING:
MAY 31ST, 2017

1

FUND: 42 -HCRMA-DEBT SERVICE

% OF YEAR COMPLETED: 41.67

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
-------------	-------	---------------------------	--------------------------	------------------------------	------------------	-------------------	-----------------

HRMA-DEBT SERVICE

=====

GENERAL

46-

--	--	--	--	--	--	--	--

47-

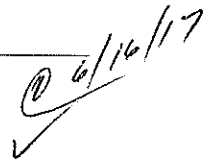
--	--	--	--	--	--	--	--

49-

PERIOD: 5/01/2017 ~ 5/31/2017

ACCOUNT: 42-1-4105 WILMINGTON-DEBT SERVICE

RECONCILIATION SUMMARY



BEGINNING STATEMENT BALANCE:	1,656,713.55	GL ACCOUNT BALANCE:	1,988,565.41
DEPOSITS:	+ 331,851.86	OUTSTANDING DEPOSITS:	- 0.00
WITHDRAWALS:	+ 0.00	OUTSTANDING CHECKS:	- 0.00
ADJUSTMENTS:	+ 0.00	ADJUSTMENTS:	+ 0.00
ENDING STATEMENT BALANCE:	1,988,565.41	ADJUSTED GL ACCOUNT BALANCE:	1,988,565.41

STATEMENT BALANCE: 1,988,565.41
BANK DIFFERENCE: 0.00
G/L DIFFERENCE: 0.00

CLEARED DEPOSITS:
No Items.

CLEARED CHECKS:
No Items.

CLEARED OTHER:

5/01/2017	050117	INTEREST MAY 17	509.15
5/22/2017	052217	TRANSFER DEBT SERVICE	331,342.71
TOTAL CLEARED OTHER:			331,851.86

=====

PERIOD: 5/01/2017 - 5/31/2017

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

6/16/17

RECONCILIATION SUMMARY

BEGINNING STATEMENT BALANCE:	2,062,810.94	GL ACCOUNT BALANCE:	2,064,952.36
DEPOSITS:	+ 2,067,093.78	OUTSTANDING DEPOSITS:	- 0.00
WITHDRAWALS:	+ 2,064,952.36CR	OUTSTANDING CHECKS:	- 0.00
ADJUSTMENTS:	+ 0.00	ADJUSTMENTS:	+ 0.00
ENDING STATEMENT BALANCE:	2,064,952.36	ADJUSTED GL ACCOUNT BALANCE:	2,064,952.36

STATEMENT BALANCE: 2,064,952.36

BANK DIFFERENCE: 0.00

G/L DIFFERENCE: 0.00

CLEARED DEPOSITS:

5/31/2017	053117	HCRMA FUND 42 MAY 17	2,064,952.36
TOTAL CLEARED DEPOSITS:			2,064,952.36

=====

CLEARED CHECKS:

No Items.

CLEARED OTHER:

5/16/2017	051617	INTEREST MAY	1,210.42
5/24/2017		INTEREST MAY	931.00
5/25/2017	052517	TRANSFER FOR PURCH INVEST	2,064,952.36CR
TOTAL CLEARED OTHER:			2,062,810.94CR

=====

BALANCE SHEET

AS OF: MAY 31ST, 2017

43 -HCRMA-BOND CONSTRUCTION

ACCOUNT#	TITLE		
ASSETS			
=====			
43-1-8102	WILMINGTON-BOND CONSTRUCTION	1,846,941.22	
43-1-8112	A/R-GOVERNMENTAL	1,053,244.83	
			2,900,186.05
TOTAL ASSETS			2,900,186.05
			=====
LIABILITIES			
=====			
EQUITY			
=====			
43-3-3400	FUND BALANCE	(. 8,884,358.85)	
43-3-8400	FUND BALANCE	11,170,732.91	
	TOTAL BEGINNING EQUITY	2,286,374.06	
TOTAL REVENUE		6,360,607.06	
TOTAL EXPENSES		5,746,795.07	
	TOTAL REVENUE OVER/(UNDER) EXPENSES	613,811.99	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			2,900,186.05
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			2,900,186.05
			=====

C I T Y O F P H A R R
REVENUE REPORT FOR PERIOD ENDING:
MAY 31ST, 2017

1

FUND: 43 -HCRMA-BOND CONSTRUCTION

% OF YEAR COMPLETED: 41.67

ACCOUNT NO#	TITLE	CURRENT MONTH REVENUES	YEAR TO DATE REVENUES	AMOUNT BUDGETED	BUDGET BALANCE	PERCENT USED
47--GRANTS						
4-4700	FEDERAL GRANT	842,587.86	3,821,430.86	0.00	(3,821,430.86)	0.00
4-4701	STATE GRANT	210,646.97	955,357.71	0.00	(955,357.71)	0.00
4-4710	CITY CONTRIBUTION	0.00	80,000.00	0.00	(80,000.00)	0.00
	TOTAL 47--GRANTS	1,053,234.83	4,856,788.57	0.00	(4,856,788.57)	0.00
48--INTERFUND TRANSFERS						
4-4800	TRANSFER IN- GENERAL FUND	0.00	1,500,000.00	0.00	(1,500,000.00)	0.00
	TOTAL 48--INTERFUND TRANSFERS	0.00	1,500,000.00	0.00	(1,500,000.00)	0.00
83-HCRMA BOND CONSTRUCT						
85-HCRMA BOND CONSTRUCT						
4-8560	INTEREST INCOME	1,044.81	3,818.49	0.00	(3,818.49)	0.00
	TOTAL 85-HCRMA BOND CONSTRUCT	1,044.81	3,818.49	0.00	(3,818.49)	0.00
89-HCRMA BOND CONSTRUCT						
** TOTAL FUND REVENUES **		1,054,279.64	6,360,607.06	0.00	(6,360,607.06)	0.00

CITY OF PHARR
EXPENSE REPORT FOR PERIOD ENDING:
MAY 31ST, 2017

1

FUND: 43 -HCRMA-BOND CONSTRUCTION

% OF YEAR COMPLETED: 41.67

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
HRMA-BOND CONSTRUCTION =====							
GENERAL -----							
86-							
52900-8602	CAPITALIZED TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
52900-8622	INSURANCE EXPENSE - SURETY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 86-		0.00	0.00	0.00	0.00	0.00	0.00
87-							
52900-8710	LEGAL & PROFESSIONAL	0.00	6,770.79	0.00	0.00	(6,770.79)	0.00
52900-8750	CONSTRUCTION SOFTWARE	0.00	20,067.50	0.00	0.00	(20,067.50)	0.00
TOTAL 87-		0.00	26,838.29	0.00	0.00	(26,838.29)	0.00
88-CAPITAL EXPENDITURES							
52900-8800	CONSULTING & ENGINEERING	130,400.19	558,370.68	0.00	0.00	(558,370.68)	0.00
52900-8810	SH 365 - ENVIROMENTAL	241,261.53	255,259.65	0.00	0.00	(255,259.65)	0.00
52900-8810-1	SH 365 - DESIGN	0.00	24,570.93	0.00	0.00	(24,570.93)	0.00
52900-8810-2	SH 365 - ACQUISITION	0.00	0.00	0.00	0.00	0.00	0.00
52900-8810-3	SH365-ROW	(4,229.01)	(3,864.09)	0.00	0.00	3,864.09	0.00
52900-8810-4	SH 365 - CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
52900-8820	IBTC - ENVIROMENTAL	3,130.00	8,477.50	0.00	0.00	(8,477.50)	0.00
52900-8820-1	IBTC - DESIGN	0.00	18,994.17	0.00	0.00	(18,994.17)	0.00
52900-8820-2	IBCT - ACQUISITION	0.00	0.00	0.00	0.00	0.00	0.00
52900-8820-3	IBTC - ROW	1,433.25	5,733.00	0.00	0.00	(5,733.00)	0.00
52900-8820-4	IBTC - CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
52900-8830	US 281/BSIF-ENVIRO	0.00	0.00	0.00	0.00	0.00	0.00
52900-8830-1	US 281/BSIF - DESIGN	0.00	4,000.00	0.00	0.00	(4,000.00)	0.00
52900-8830-2	US 281/BSIF - ACQUISITION	0.00	0.00	0.00	0.00	0.00	0.00
52900-8830-3	US 281/BSIF - ROW	2,465.00	2,465.00	0.00	0.00	(2,465.00)	0.00
52900-8830-4	US 281/BSIF - CONST LOCAL	20,474.68	55,196.37	0.00	0.00	(55,196.37)	0.00
52900-8830-5	US 281/BSIF-CONST FEDERAL	1,053,234.83	4,032,077.83	0.00	0.00	(4,032,077.83)	0.00
52900-8830-6	US 281/BSIF-CONST STATE	0.00	744,710.74	0.00	0.00	(744,710.74)	0.00
TOTAL 88-CAPITAL EXPENDITURES		1,448,170.47	5,705,991.78	0.00	0.00	(5,705,991.78)	0.00

C I T Y O F P H A R R
EXPENSE REPORT FOR PERIOD ENDING:
MAY 31ST, 2017

2

FUND: 43 -HCRMA-BOND CONSTRUCTION

% OF YEAR COMPLETED: 41.67

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
89-							
52900-8999-2	TRANSFERS OUT GENERAL FUND	0.00	0.00	0.00	386,280.00	386,280.00	0.00
52900-8999-3	TRANSFER OUT-365 CONSTRUCTION	0.00	13,965.00	0.00	0.00	(13,965.00)	0.00
TOTAL 89-		0.00	13,965.00	0.00	386,280.00	372,315.00	3.62
TOTAL GENERAL		1,448,170.47	5,746,795.07	0.00	386,280.00	(5,360,515.07)	487.73
TOTAL HRMA-BOND CONSTRUCTION		1,448,170.47	5,746,795.07	0.00	386,280.00	(5,360,515.07)	487.73
** TOTAL FUND EXPENSES **		1,448,170.47	5,746,795.07	0.00	386,280.00	(5,360,515.07)	487.73

PERIOD: 5/01/2017 - 5/31/2017

ACCOUNT: 43-1-8102 WILMINGTON-BOND CONSTRUCTION

RECONCILIATION SUMMARY

✓ 6/16/17

BEGINNING STATEMENT BALANCE:	536,485.77	GL ACCOUNT BALANCE:	1,846,941.22
DEPOSITS:	+ 2,762,854.93	OUTSTANDING DEPOSITS:	- 0.00
WITHDRAWALS:	+ 1,452,399.48CR	OUTSTANDING CHECKS:	- 0.00
ADJUSTMENTS:	+ 0.00	ADJUSTMENTS:	+ 0.00
ENDING STATEMENT BALANCE:	1,846,941.22	ADJUSTED GL ACCOUNT BALANCE:	1,846,941.22

STATEMENT BALANCE: 1,846,941.22
BANK DIFFERENCE: 0.00
G/L DIFFERENCE: 0.00

CLEARED DEPOSITS:

5/01/2017	050117	TXDOT	1,268,363.76
5/30/2017	053017	TEXDOT	1,492,004.82
5/30/2017	053018	REFUND	1,433.54
5/30/2017	053019	REFUND	8.00
TOTAL CLEARED DEPOSITS:			2,761,810.12

CLEARED CHECKS:

No Items.

CLEARED OTHER:

5/01/2017	050117	MAY INTEREST	406.49
5/16/2017	051617	MAY INTEREST	396.17
5/24/2017	052417	MAY INTEREST	242.15
5/31/2017	999999	DIRECT PACKET EFT	1,452,399.48CR
TOTAL CLEARED OTHER:			1,451,354.67CR

BALANCE SHEET

AS OF: MAY 31ST, 2017

44 -HCRMA-365 CONSTRUCTION

ACCOUNT#	TITLE		
<hr/>			
ASSETS			
=====			
44-1-1102	POOL INVESTMENTS	8,081,831.33	
			8,081,831.33
TOTAL ASSETS			8,081,831.33
			=====
LIABILITIES			
=====			
EQUITY			
=====			
44-3-1400	FUND BALANCE	14,182,085.08	
	TOTAL BEGINNING EQUITY	14,182,085.08	
TOTAL REVENUE		49,688.02	
TOTAL EXPENSES		6,149,941.77	
TOTAL REVENUE OVER/(UNDER) EXPENSES		(6,100,253.75)	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			8,081,831.33
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			8,081,831.33
			=====

C I T Y O F P H A R R
 REVENUE REPORT FOR PERIOD ENDING:
 MAY 31ST, 2017

1

FUND: 44 -HCRMA-365 CONSTRUCTION

% OF YEAR COMPLETED: 41.67

ACCOUNT NO#	TITLE	CURRENT MONTH REVENUES	YEAR TO DATE REVENUES	AMOUNT BUDGETED	BUDGET BALANCE	PERCENT USED
HCRMA						
4-1506	INTEREST REVENUE	10,655.36	35,723.02	0.00	(35,723.02)	0.00_
	TOTAL HCRMA	10,655.36	35,723.02	0.00	(35,723.02)	0.00
48-INTERFUND TRANSFERS						
4-4800-1	TRANSFER IN BOND CONSTRUCTION	0.00	13,965.00	0.00	(13,965.00)	0.00_
	TOTAL 48-INTERFUND TRANSFERS	0.00	13,965.00	0.00	(13,965.00)	0.00
** TOTAL FUND REVENUES **		10,655.36	49,688.02	0.00	(49,688.02)	0.00

CITY OF PHARR
EXPENSE REPORT FOR PERIOD ENDING:
MAY 31ST, 2017

1

FUND: 44 -HCRMA-365 CONSTRUCTION

% OF YEAR COMPLETED: 41.67

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
HCRMA-365 CONSTRUCTION							
=====							
HCRMA-365 CONSTRUCTION							

88-CAPITAL EXPENDITURES							
52900-8840	ISSUANCE COST	0.00	0.00	0.00	0.00	0.00	0.00
52900-8841	PROFESSIONAL SERVICES	137,031.32	325,119.16	0.00	0.00	(325,119.16)	0.00
52900-8842	ACQUISITIONS ROAD	2,518,181.02	5,824,822.61	0.00	0.00	(5,824,822.61)	0.00
52900-8843	UTILITY ADJUSTMENTS	0.00	0.00	0.00	0.00	0.00	0.00
52900-8850	365 PROJECT CONSTRUCTION	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 88-CAPITAL EXPENDITURES		2,655,212.34	6,149,941.77	0.00	0.00	(6,149,941.77)	0.00
89-							
52900-8999	TRANSFER OUT	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 89-		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL HCRMA-365 CONSTRUCTION		2,655,212.34	6,149,941.77	0.00	0.00	(6,149,941.77)	0.00
TOTAL HCRMA-365 CONSTRUCTION		2,655,212.34	6,149,941.77	0.00	0.00	(6,149,941.77)	0.00
** TOTAL FUND EXPENSES **		2,655,212.34	6,149,941.77	0.00	0.00	(6,149,941.77)	0.00

PERIOD: 5/01/2017 - 5/31/2017

ACCOUNT: 44-1-1102 POOL INVESTMENTS

RECONCILIATION SUMMARY

6/16/17

BEGINNING STATEMENT BALANCE: 10,726,388.31
DEPOSITS: + 10,655.36
WITHDRAWALS: + 2,655,212.34CR
ADJUSTMENTS: + 0.00
ENDING STATEMENT BALANCE: 8,081,831.33

GL ACCOUNT BALANCE: 8,081,831.33
OUTSTANDING DEPOSITS: - 0.00
OUTSTANDING CHECKS: - 0.00
ADJUSTMENTS: + 0.00
ADJUSTED GL ACCOUNT BALANCE: 8,081,831.33

STATEMENT BALANCE: 8,081,831.33
BANK DIFFERENCE: 0.00
G/L DIFFERENCE: 0.00

CLEARED DEPOSITS:

No Items.

CLEARED CHECKS:

No Items.

CLEARED OTHER:

5/16/2017	051617	MAY INTEREST	6,585.08
5/24/2017	052417	MAY INTEREST	4,070.28
5/31/2017	999999	DIRECT PACKET EFT	2,655,212.34CR
TOTAL CLEARED OTHER:			2,644,556.98CR

=====

This Page
Intentionally
Left Blank

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> 06/19/17 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 06/27/17 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2017 - 62 – APPROVAL OF A ONE YEAR EXTENSION TO THE INTERLOCAL AGREEMENT BETWEEN THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND HIDALGO COUNTY DRAINAGE DISTRICT NUMBER 1 TO DEVELOP DRAINAGE OUTFALLS FOR THE 365 TOLLWAY AND INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Approval of a one year extension to the Interlocal Agreement with Hidalgo County Drainage District Number 1 to develop drainage outfalls for the 365 Tollway and IBTC Projects.
3. Policy Implication: Board Policy, Local Government, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: X Yes No N/A Funding Source: VRF Bond
5. Staff Recommendation: **Motion to approve Resolution 2017 - 62 – Approval of one year extension to the Interlocal Agreement with Hidalgo County Drainage District Number 1 to develop and construct drainage outfalls for 365 Tollway and International Bridge Trade Corridor Projects.**
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 Financial Officer's Recommendation: Approved Disapproved X None
10. Chief Auditor's Recommendation: Approved Disapproved X None
11. Chief Development Engineer's Recommendation: 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 – 62

APPROVAL OF ONE YEAR RENEWAL TO THE INTERLOCAL AGREEMENT WITH HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND HIDALGO COUNTY DRAINAGE DISTRICT NUMBER ONE TO DEVELOP DRAINAGE OUTFALLS FOR THE 365 TOLLWAY AND INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS

THIS RESOLUTION is adopted this 18th day of December, 2013 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

WHEREAS, Section 370.261 of the Act requires that the Authority, every even numbered year, develop a five year strategic plan;

WHEREAS, on March 28, 2012 the Authority approved the 2012-2017 Strategic Plan - Project Manager Strategy No. 8, which included State Highway 365 (SH 365), International Bridge Trade Corridor (IBTC) and State Highway 68 (formerly Segment D); 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 Hidalgo County Drainage District Number 1 (HCDD1) recognizes the importance of mobility to the region’s economic vitality through the efficient movement of goods, services and people and HCDD1 has offered to help accelerate advance project development on the SH 365 and the IBTC Projects; and

WHEREAS, HCDD1 has the necessary capacity and expertise to further advance project development for the SH 365 and IBTC Projects, which include drainage studies, parcel surveys, drainage outfall design, plans, specifications and estimates and right of way acquisition for the project, as well as, bidding, construction and inspection of the proposed drainage infrastructure; and

WHEREAS, the Authority will participate pro rata share for the development and construction of drainage outfalls for the SH 365 and IBTC Projects; and

WHEREAS, on December 18, 2013, the Board approved Resolution 2013-71, approved an interlocal agreement with Hidalgo County Drainage District Number 1 to develop and construct drainage outfalls for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, the interlocal agreement with the Hidalgo County Drainage District Number 1 had a term of two years with three one year renewals;

WHEREAS, on March 2, 2016, the Authority executed the 1st one year renewal with the Hidalgo County Drainage District Number 1; and

WHEREAS, the Authority finds it necessary to approve a one year renewal to the interlocal agreement with the Hidalgo County Drainage District Number 1 to develop drainage outfalls for the 365 Tollway and International Bridge Trade Corridor Projects;

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

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves a renewal to the interlocal agreement with the Hidalgo County Drainage District Number One for development and construction of drainage outfalls for the SH 365 and IBTC 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 27th day of June, 2017, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

ONE (1) YEAR EXTENSION TO THE INTERLOCAL COOPERATION AGREEMENT

WITH

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

DATED

JUNE 27, 2017

EXHIBIT B

INTERLOCAL COOPERATION AGREEMENT WITH

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

DATED

DECEMBER 13, 2013

ONE YEAR EXTENSION TO THE INTERLOCAL COOPERATION AGREEMENT

BETWEEN THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

DATED JUNE 27, 2017

INITIAL AGREEMENT PERIOD OF TWO (2) YEARS WITH THREE (3) ONE YEAR RENEWALS

1ST RENEWAL DATED MARCH 2, 2016

ONE YEAR RENEWAL EFFECTIVE JUNE 27, 2017 AND EXPIRING JUNE 26, 2018

**HIDALGO COUNTY DRAINAGE
DISTRICT NO. 1**

**HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY**

By: _____
Ramon Garcia, Chair of Board of Directors

By: _____
S. David Deanda Jr., Chair of Board of
Directors

Date: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

THIS AGREEMENT is made effective as of the 13th day of December, 2013 by and between **HIDALGO COUNTY DRAINAGE DISTRICT NO 1**, hereinafter referred to as the "Drainage District", and **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**, hereinafter referred to as the "RMA", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the Drainage District is a political subdivision initially created under the provisions of Article III, Section 52, of the Texas Constitution, pursuant to an election held within the territory affected, on April 9, 1908, and subsequently converted to be operated under the provisions of Article XVI, Section 59 thereof, to address drainage and flooding planning and construction in Hidalgo County (the "County");

WHEREAS, the RMA is a regional mobility authority created and operating under Chapter 370, Texas Transportation Code to address mobility needs in the County;

WHEREAS, the RMA is in need of certain engineering and pre-construction services including but not limited to engineering, scouring, construction management and inspection, and right-of-way acquisition required for the design for drainage outfall(s) for a proposed roadway (collectively, the "Engineering Services"), as further described in Exhibit B attached hereto;

WHEREAS, the RMA is in need of certain construction services required for drainage outfall(s) and any and all other services required for drainage outfall(s) for the proposed roadway (the "Construction Services"), as further described in Exhibit C attached hereto;

WHEREAS, a portion of the proposed roadway for which the Engineering Services and the Construction Services are proposed is located within the Drainage District and corresponds with an existing Drainage District project; by partnering through this Agreement, the parties will be able to share, on a pro rata basis, expenses and economics in delivering the proposed services;

WHEREAS, the Drainage District, through its own forces or third party contractors is available and willing to assist the RMA by providing such Engineering Services and Construction Services to the RMA;

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this Agreement and that the benefits to each are reasonable; and

WHEREAS, the Drainage District and the RMA are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 et. seq., (the "Act"), which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW THEREFORE, the Drainage District and the RMA, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. RMA Responsibilities.

- A. The RMA will provide to the Drainage District a drainage report for the proposed roadway stating and describing where outfalls are required. The drainage report for said roadway will be provided in a timely manner as to allow the Drainage District sufficient time to complete outfall(s) as required by the RMA so as not to delay the development schedule of the RMA. Projected schedule for development of RMA projects shall be provided by the RMA to the Drainage District within ten (10) days of execution of this Agreement.
- B. The RMA will provide to the Drainage District any and all schedules and technical information for the drainage outfall(s) required by the RMA for RMA's proposed roadway relating to volume and flow to the proposed outfall as specified above.
- C. Within ten (10) days of the execution of this Agreement, the RMA will provide to the Drainage District, in writing, the dates the various outfall construction facilities must be completed and such dates shall be attached as Exhibit A to this Agreement.
- D. The RMA, after receiving notice from the Drainage District of the approval of the RMA's drainage report and upon accepting Drainage District's budget for the proposed Engineering Services or Construction Services, may issue a notice to proceed to the Drainage District.
- E. The RMA shall designate the RMA's representative (the "Representative") in writing within ten (10) days of execution of this Agreement and attach Exhibit D with the name of the representative. The Representative shall have the full authority to bind the RMA in executing written authorization or consent to the Drainage District to issue a notice to proceed to its third party engineer. The Representative shall have the full authority to bind the RMA in the approval of bid specifications and the issuance of notice to proceed to the contractors for construction of the drainage outfall(s).

- F. The RMA shall not use any federal funds for the projects and services described herein.

2. Drainage District Responsibilities.

- A. Drainage District, within seven (7) days after review of information and documentation from the RMA, may request clarification and/or additional information and documents from the RMA prior to approving the RMA's drainage report for the proposed roadway.
- B. Within a reasonable time after approving the RMA's drainage report, the Drainage District shall develop and present to the RMA a budget for Engineering Services, right-of-way acquisition and/or Construction Services.
- C. Upon receipt of a written notice to proceed by the RMA, the Drainage District shall begin performing the Engineering Services and the Construction Services for the RMA, by procuring any necessary services, in compliance with state and federal procurement laws.
- D. Drainage District following completion of any bid specification for any outfall construction facility(ies) and prior to releasing such bid specifications to bidder(s) shall provide a copy of such bid specifications to RMA for RMA's approval.
- E. Drainage District shall provide the RMA with any and all engineering reports relating to such drainage outfall facilities within five (5) days of receipt of such reports by Drainage District.
- F. Drainage District on behalf of and in coordination with the RMA will coordinate with the International Boundary and Water Commission ("IBWC") with respect to any issues regarding acquisition or construction of such drainage outfall facilities which impact or may impact IBWC facilities.
- G. On or before the 15th day of each month, Drainage District shall provide the RMA with a monthly progress report of the preceding month, including all expenditures and activities carried out in pursuit of this Agreement.

3. Payment for Services.

- A. The Drainage District shall present an estimate of the Engineering Services costs to the RMA. Upon approval of the estimated cost budget, the RMA shall deposit with the Drainage District the estimated amount of

Engineering Services cost of drainage outfall facility(ies). This deposit shall be made prior to the Drainage District issuing a notice to proceed with any Engineering Services to Drainage District's third party or in-house engineer. Expenditures in excess of 5% over any approved budgeted line item must be approved in advance by the RMA.

- B. After the Engineering Services are completed, the Drainage District shall present an estimate of the Construction Services costs to the RMA. Upon approval of the estimated cost budget, the RMA shall deposit with the Drainage District the estimated Construction Services amount and associated fees of any drainage outfall facility(ies). This deposit shall be made prior to the Drainage District issuing a notice to proceed for construction to any awarded contractor. Expenditures in excess of 5% over any approved budgeted line item must be approved in advance by the RMA.
- C. Right of Way Acquisition shall be undertaken outside of the Engineering Budget. The Drainage District shall present an estimate of the right-of-way acquisition budget to the RMA. Upon approval of the estimated right-of-way budget, the RMA will be authorized to reimburse the Drainage District for right-of-way acquisition costs up to the approved budget amount. Drainage District, in acquiring right of way for any such drainage outfall facilities on behalf of the RMA, may offer a negotiated amount in excess of appraised value as is customary for the Board of Directors of Drainage District in acquiring right of way for use by the Drainage District. RMA shall pay Drainage District for any and all services of Drainage District, whether performed by Drainage District or third party contractors (e.g. surveys, appraisals, legal fees acquisition) including but not limited to acquisition price of any right of way parcel(s) and any and all other costs relating to right-of-way acquisition within thirty (30) days of the RMA's receipt of notice of the closing of each right-of-way parcel so acquired by Drainage District.
- D. A fiscal reconciliation of all costs and expenses of Engineering Services and Construction Services provided by the Drainage District or Drainage District's third party contractor(s) and engineers for each drainage outfall facility shall be performed by RMA and Drainage District within thirty (30) days following final completion of all such drainage outfall(s). If such final reconciliation shows costs of the Drainage District in excess of such RMA's deposit with respect to such outfall(s) RMA shall pay Drainage District such excess costs within thirty (30) days of the date the RMA receives the final reconciliation of such drainage facility outfall(s). If the deposit is less than the amount shown on the final reconciliation Drainage District shall refund the difference to the RMA in such deposit and the

amount shown by the final reconciliation within thirty (30) days of the final reconciliation.

4. **Term and Termination.**

- A. This Agreement shall be for a period of two (2) years after the date first written above and may be renewed for three (3) additional one (1) year terms under the same terms and conditions upon written agreement between the parties.
- B. Should either party elect to terminate this Agreement prior to the end of the term and before the Engineering Services and Construction Services are complete, the Drainage District shall perform a final reconciliation upon notice of termination based on work completed through the date of such notice of termination.

5. **Miscellaneous.**

- A. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
- B. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- C. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Drainage District and the RMA, and not otherwise.
- D. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

- E. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Drainage District: Drainage District No. 1
 Attention: Ramon Garcia, Chairman
 902 N. Doolittle Road
 Edinburg, Texas 78539

If to RMA: Hidalgo County Regional Mobility
 Authority
 Attention: Pilar Rodriguez, P.E.,
 Executive Director
 118 S. Cage Blvd. 4th Floor
 Pharr, Texas 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

- F. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement..
- G. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective, legal representatives, successors, and assigns where permitted by this Agreement.
- H. **Assignment.** This Agreement shall not be assignable.
- I. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
- J. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter

gender, and singular shall include the plural whenever and so often as may be appropriate.

- K. **Authority to Execute.** The execution and performance of this Agreement by Drainage District and the RMA have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Drainage District and the RMA in accordance with its terms.
- L. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
- M. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.
- N. **Dispute Resolution.** Any dispute between the parties concerning the services or costs hereunder shall be settled by mediation. If mediation is unsuccessful, then the parties shall go to trial in a district court in Hidalgo County under Texas State law.
- O. **Indemnification.** To the extent permitted by law, the Drainage District shall save and hold harmless the RMA and its officers and employees from all claims, liability, loss (including property damage or personal injury) and expenses incurred due to the activities of itself, its agents, its 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 statute, ordinance or regulation by the Drainage District or any person employed or engaged by the Drainage District, and the defense of any such claims, liability, action or loss. To the extent permitted by law, the RMA shall save and hold harmless the Drainage District and its officers and employees from all claims, liability, loss (including property damage or personal injury), and expenses incurred due to the activities of itself, its agents, its 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 statute,

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: Ramon Garcia
Ramon Garcia, Chair of
Board of Directors

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: Dennis Burleson
Dennis Burleson, Chair of
Board of Directors

APPROVED AS TO FORM:

ATLAS, HALL & RODRIGUEZ, LLP

By: Stephen L. Crain
Stephen L. Crain

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 12/20/13

ordinance or regulation by the RMA or any person employed or engaged by the RMA, and the defense of any such claims, liability, action or loss.

[signatures to follow]

EXHIBIT A

Dates of Completion of Drainage Outfall Facilities

Drainage Outfall Description

Date of Completion of
Construction

SH 365 Outfall Location Map

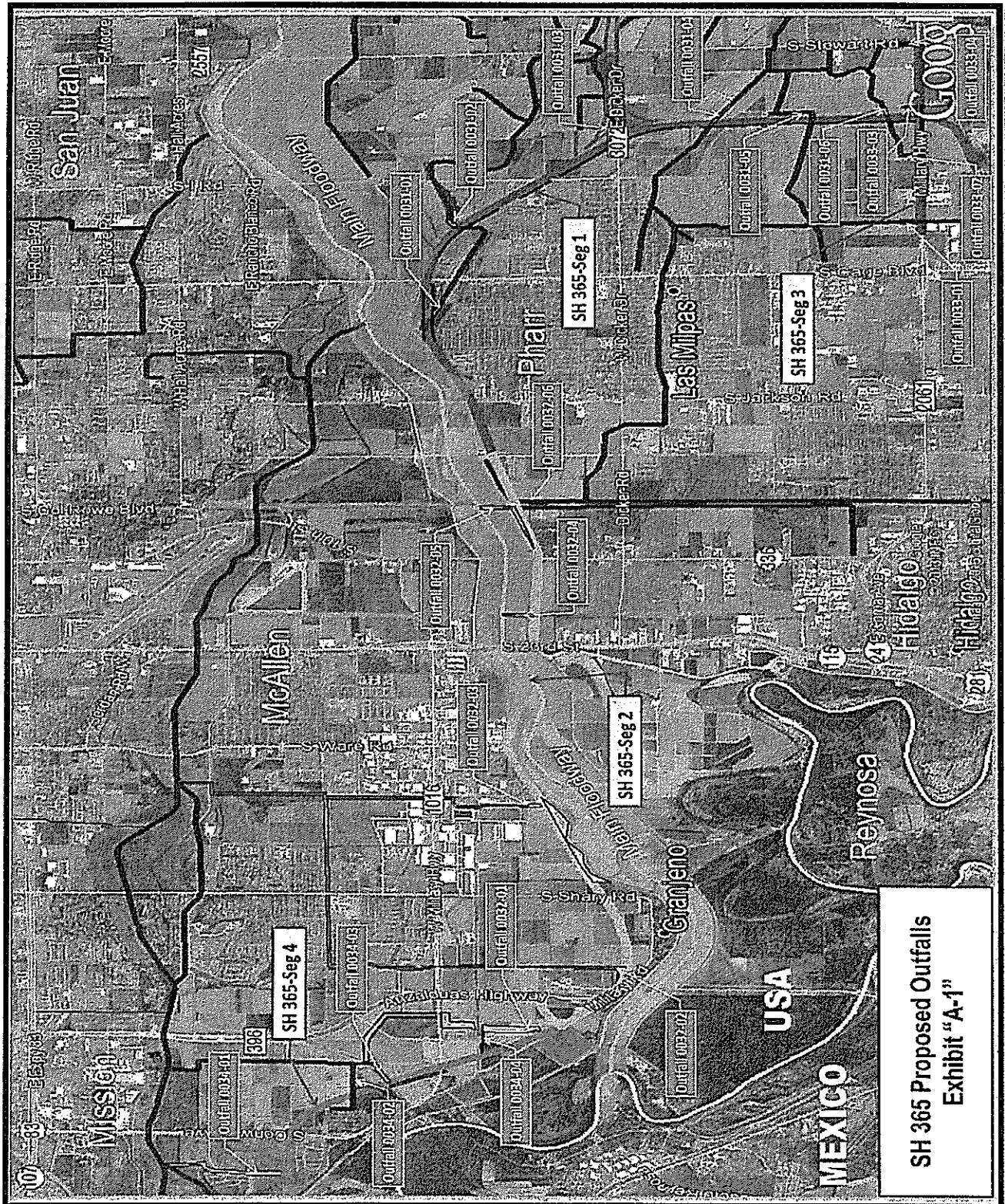


EXHIBIT A-2

Dates of Completion of Drainage Outfall Facilities

<u>Drainage Outfall Description</u>	<u>Date of Completion of Construction</u>
-------------------------------------	---

SH 365 SEGMENT 1 (From McColl to US 281):

Outfall 0031-01	September 30, 2015
Outfall 0031-02	September 30, 2015
Outfall 0031-03	September 30, 2015
Outfall 0031-04	September 30, 2015
Outfall 0031-05	September 30, 2015
Outfall 0031-06	September 30, 2015

SH 365 SEGMENT 2 (From Anzalduas Connector to Mc Coll):

Outfall 0032-01	September 30, 2015
Outfall 0032-02	September 30, 2015
Outfall 0032-03	September 30, 2015
Outfall 0032-04	September 30, 2015
Outfall 0032-05	September 30, 2015
Outfall 0032-06	September 30, 2015

SH 365 SEGMENT 3 (On US 281 from SP 600 to Stewart Rd):

Outfall 0033-01	August 31, 2014
Outfall 0033-02	August 31, 2014
Outfall 0033-03	August 31, 2014
Outfall 0033-04	August 31, 2014

SH 365 SEGMENT 4 (From Conway to Anzalduas Connector):

Outfall 0034-01	TBD (Supplemental WA)
Outfall 0034-02	TBD (Supplemental WA)
Outfall 0034-03	TBD (Supplemental WA)
Outfall 0034-04	TBD (Supplemental WA)

IBTC (From Dicker Rd. Interchange to I-2 and FM 493):

Outfall Channels	TBD (Supplemental WA)
------------------	-----------------------

EXHIBIT B

ENGINEERING SERVICES

The engineering and design of the outfall channels identified as being needed for the RMA project(s) shall be the sole responsibility of The Drainage District. The Drainage District shall contract for and provide engineering and design services for construction of each outfall channel authorized by and servicing the RMA project(s).

The Drainage District shall manage the Project Team, consisting of various sub-providers, in the development of the various Project phases. The Drainage District will utilize existing standard engineering contracts approved by the Drainage District #1 Board for the proposed engineering services to be provided.

After the RMA has approved the Drainage District's final recommendations as shown in a "Preliminary Engineering Report" and the recommendations meet all Federal, State, and County regulations and requirements (including permitting), the Drainage District will perform all required engineering activities and provide the RMA with a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the Project for the RMA's review and approval.

EXHIBIT C CONSTRUCTION SERVICES

The construction of the outfall channels identified as being needed for the RMA project(s) shall be the sole responsibility of The Drainage District. The Drainage District shall contract for and provide construction management and inspection services for construction of each outfall channel authorized by and servicing the RMA project(s). The Drainage District shall also be in charge of the advertisement for construction bids, the opening and tabulation of the bids, and award of contracts.

The Drainage District shall provide the RMA with a copy of the final as-built drawings to show the work as actually constructed. The Drainage District will provide the final acceptance of the construction job in agreement with the RMA representative.

EXHIBIT D
RMA REPRESENTATIVE

Pilar Rodriguez
Executive Director
118 S. Cage Boulevard
Pharr, Texas 78577
prodriguez@hcrma.net
956-402-4762

Or

Louis Jones
Program Manager
Dannenbaum Engineering
1109 W. Nolana Avenue, Suite 208
McAllen, Texas 78504
Louis.jones@dannenbaum.com
956-682-3677

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> 06/19/17 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 06/27/17 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2017-58 – APPROVAL OF A CONTRACT TO THE PROFESSIONAL SERVICES AGREEMENT WITH C&M ASSOCIATES, INC. TO PROVIDE UPDATED ESALS FOR THE ENVIRONMENTAL CLEARANCE DOCUMENT FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No

Consideration and Approval of entering into a professional services agreement for traffic engineering services required for the IBTC Project development.
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 2017-58 Approval of a Contract to the Professional Services Agreement with C&M Associates, Inc. to provide updated ESALS for the Environmental Clearance Document for the International Bridge Trade Corridor Project as presented.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
11. Chief Development Engineer's Recommendation: X 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. 2017-58

APPROVAL OF A CONTRACT TO THE PROFESSIONAL SERVICES AGREEMENT WITH C&M ASSOCIATES, INC. TO PROVIDE UPDATED ESALS FOR THE ENVIRONMENTAL CLEARANCE DOCUMENT FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT.

THIS RESOLUTION is adopted this 27th day of June 2017 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 finds it necessary to approve Resolution 2017-58 Approval of a Contract to the Professional Services Agreement with C&M Associates, Inc. to provide updated ESALS for the Environmental Clearance Document for the International Bridge Trade Corridor Project. in the amount of \$18,173.08;

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

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves the Contract to the Professional Services Agreement with C&M Associates, Inc. for Traffic Engineering Services for the IBTC Project in the amount of \$18,173.08 hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute the Contract to the Professional Services Agreement for IBTC Traffic Engineering 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 27th day of June 2017, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Rick Perez, Secretary/Treasurer

Exhibit A

Contract to the
Professional Service Agreement
with
C&M
Associates, Inc.
for
Traffic
Engineering
Services for the
IBTC
Project

◆ Contract ◆

**Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)**

**TRAFFIC AND REVENUE SERVICES
0010 IBTC and 0030 SH 365
Tollroads**

MAIN CONTRACT

May 23, 2017

C&M ASSOCIATES, INC.

STATE OF TEXAS
COUNTY OF HIDALGO

§
§

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

THIS CONTRACT FOR ENGINEERING SERVICES is made by and between the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter the “Authority”) and C&M Associates, Inc. (hereinafter the “Engineer”), having its principal business address at 15770 Dallas Parkway, Suite 870, Dallas, TX 75248 for the purpose of contracting for engineering services (hereinafter the “Agreement”).

WITNESSETH

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

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

WHEREAS, pursuant to the Procurement and the Authority Board of Director’s (the Board’s) ranking of respondents thereto, the Board finds it to be in the best interest of the Authority to engage the Engineer to provide preliminary engineering; including development of schematics; drainage studies; utilities; geotechnical; development of PS&E and review of shop drawings as required for the development of the Project as approved by the Authority to wit: the **SYSTEMWIDE PROJECTS INCLUDING THE 0010 IBTC AND 0030 SH 365 TOLLROADS** (the “Project”);

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

AGREEMENT

ARTICLE I

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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

1.2 The Authority and the Engineer will furnish items and perform those services for fulfillment of the Agreement as identified in Attachment B, Services to be provided by the Authority and Attachment C, Services

to be provided by the Engineer. All services provided by the Engineer will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers.

ARTICLE II AGREEMENT PERIOD

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on June 30, 2018 unless the Agreement period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Section 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Section 14, Termination. Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

ARTICLE III COMPENSATION

3.1 **Maximum Amount Payable.** The maximum amount payable under this contract is \$18,173.08 unless modified (1) modified written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements or (2) modified through a work authorization as set forth in Article V, provided that such work authorizations is adopted by Board action.

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

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

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

ARTICLE IV PAYMENT REQUIREMENTS

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

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

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

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

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

4.6 Required Reports.

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

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

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

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

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

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

ARTICLE V WORK AUTHORIZATIONS

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

ARTICLE VI SIGNATORY WARRANTY

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

ARTICLE VII NOTICES

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

Engineer: C&M Associates, Inc. 15770 Dallas Parkway, Suite 870 Dallas, Texas 75248 Attn: Shahram "Sam" Bohluli, Vice-President	Authority: Hidalgo County Regional Mobility Authority (HCRMA) 118 South Cage Boulevard, 4 th Floor Pharr, Texas 78577 Attn: Pilar Rodriguez, P.E., Executive Director
---	---

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

**ARTICLE VIII
INCORPORATION OF PROVISIONS**

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

SIGNATORIES

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

AUTHORITY

ENGINEER

By: _____

By: _____

Name: Pilar Rodriguez

Name: Shahram "Sam" Bohluli

Title: Executive Director

Title: Vice-President

Hidalgo County Regional Mobility Authority

C&M Associates, Inc.

Date: _____

Date: _____

:

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

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

Item 2F

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2F </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 06/19/17 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 06/27/17 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2017-59 – APPROVAL OF WORK AUTHORIZATION NUMBER 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH C&M ASSOCIATES, INC. TO PROVIDE UPDATED ESALS FOR THE ENVIRONMENTAL CLEARANCE DOCUMENT FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT.**

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

Consideration and Approval of executing Work Authorization Number 1 for the professional services agreement for traffic engineering services required for the IBTC Project development.

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 2017-59 Approval of Work Authorization Number 1 to the Professional Services Agreement with C&M Associates, Inc. to provide updated ESALS for the Environmental Clearance Document for the International Bridge Trade Corridor Project as presented.**

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

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

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

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

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

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

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

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



- ☐ CMT Services
- ☐ Environmental
- ☒ Engineering **C&M Associates, Inc**
- ☐ Geo-Technical
- ☐ Surveying

WORK AUTHORIZATION SUMMARY

RESOLUTION 2017-59

Work Authorization # 1 Supplemental # _____

Amount \$ 18,173.08

Approved Amendments:

Resolution No.	Description	Amount
----------------	-------------	--------

WA No.

WA No.

WA No.

WA No.

WA No.

Subtotal from Cont. Page	\$ 18,173.08
---------------------------------	---------------------

Total Approved WA	\$ 0.00
-------------------	----------------

Proposed Work Authorization and/or Supplemental

2017-59	WA No. 1	\$ 18,173.08
---------	----------	---------------------

Goal and Options:

To delineate the scope, delivery date, and negotiated outcomes associated with the traffic necessary for Traffic Engineering data required for finalizing the IBTC Schematic which includes traffic spectra of truck traffic for future pavement designs to be done by others as well as traffic projections needed for long range planning of development options for the IBTC project.

Staff is recommending approval of this request in the amount of \$ 18,173.08
Proposed total approved WA and/or Supplementals \$ 18,173.08

E. Davila, Develop Eng
Requested By:

Work Authorizations Cont...**Resolution No.** 2017-59

Resolution No.	Description	Amount
2017-59	WA No. 1	\$ 18,173.08
	WA No	
	WA No.	
	WA No.	
	WA No.	
	WA No.	
	WA No.	
	WA No.	
	WA No.	

Subtotal \$ 18,173.08

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2017-59

APPROVAL OF WORK AUTHORIZATION NUMBER 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH C&M ASSOCIATES, INC. TO PROVIDE UPDATED ESALS FOR THE ENVIRONMENTAL CLEARANCE DOCUMENT FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT.

THIS RESOLUTION is adopted this 27th day of June 2017 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 finds it necessary to approve Resolution 2017-59 Approval of Work Authorization Number 1 to the Professional Services Agreement with C&M Associates, Inc. to provide updated ESALS for the Environmental Clearance Document for the International Bridge Trade Corridor Project. in the amount of \$18,173.08;

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 Number 1 to the Professional Services Agreement with C&M Associates, Inc. for Traffic Engineering Services for the IBTC Project in the amount of \$18,173.08 hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Work Authorization Number 1 to the Professional Services Agreement for IBTC Traffic Engineering 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 27th day of June 2017, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Rick Perez, Secretary/Treasurer

Exhibit A

Work
Authorization
Number 1
to
Professional Service Agreement
with
C&M
Associates, Inc.
for
Traffic
Engineering
Services for the
IBTC
Project

◆ Contract ◆

**Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)**

**TRAFFIC AND REVENUE SERVICES
0010 IBTC and 0030 SH 365
Tollroads**

Work Authorization No. 1

May 23, 2017

C&M ASSOCIATES, INC.

WORK AUTHORIZATION NO. 1

WORK AUTHORIZATION NO. 1

WORK AUTHORIZATION NO. 1 AGREEMENT FOR ENGINEERING SERVICES

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

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

PART II. The maximum amount payable under this Work Authorization is \$18,173.08 and the method of payment is Lump Sum as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer’s estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

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

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2017, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under “Article V of that certain Professional Services Agreement for Intelligent Traffic System and Tolling Design for HCRMA 0000 Systemwide Projects including the 0010 IBTC and 0030 SH 365 Tollroads.”

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

THE ENGINEER

(Signature)
Shahram “Sam” Bohluli, Ph.D., P.E.
(Printed Name)
Vice-President
(Title)

(Date)

THE AUTHORITY

(Signature)
Pilar Rodriguez
(Printed Name)
Executive Director
(Title)

(Date)

LIST OF EXHIBITS

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

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

EXHIBIT A

SERVICES TO BE PROVIDED BY THE AUTHORITY

GENERAL

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

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

PS&E P.S. & E. Development

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

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

ROUTE AND DESIGN STUDIES (FC 110)

The **AUTHORITY** will provide the following:

Design Criteria

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

Schematic Update

1. Provide all design and reference files in electronic (.dgn) format for existing schematic.
2. Provide drainage layout currently on file in Arcview Format.

EXHIBIT A

SERVICES TO BE PROVIDED BY THE AUTHORITY

SOC, ECO AND ENVIRON STUDIES & PUBLIC INVOLVEMENT (FC 120)

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

RIGHT-OF-WAY DATA (FC 130)

The **AUTHORITY** will provide the following:

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

FIELD SURVEYING AND PHOTOGRAMMETRY (FC 150)

The **AUTHORITY** will provide the following:

Deliverables:

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

DRAINAGE (FC 161)

The **AUTHORITY** will provide the following:

1. Timely review/approval of the Hydraulic Study.

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

MISCELLANEOUS ROADWAY (FC 163)

The **AUTHORITY** will provide the following:

1. Timely review and approval of TCP in coordination with TxDOT.
2. Provide Aesthetic plans and details for project.

MANAGEMENT (FC 164)

The **AUTHORITY** will provide the following:

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

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

Reviewing Existing Data

C&M will review existing information, including available traffic counts and the recent trend of traffic volumes in the vicinity of the IBTC, and incorporate this information in the current 365 TOLL model.

Extracting Model Results and Scenario Analysis

After adjusting the input model in terms of network links and socioeconomic information, C&M will produce the opening year and future year model results and compare them to the original base case scenario.

Traffic projections for years between and beyond the modeled years will be developed through interpolation and extrapolation of the model results, respectively.

Calculating ESAL for Flexible and Rigid Pavements

Based on the projected volumes, and using FHWA factors and the distribution of truck axle factors from the only permanent count station in the area, C&M will calculate ESALs to be used for the project's flexible and rigid pavement designs.

Documentation and Tabulation

C&M will present the final results in a brief technical memorandum, which will include all projected volumes and corresponding ESAL figures in tabular and stick diagram formats. The underlying assumptions will be provided in this technical memorandum as well.

EXHIBIT C
WORK SCHEDULE



ACTIVITY	START AT DAY:	PLANNED ACTIVITY DURATION	PERIODS IN DAYS (WORKING DAYS)															
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Task 1. Review Existing Data and applicable sources	1	3	■	■	■		■			■			■				■	
Task 2. Extracting model results and scenario analysis	4	6			■	■	■	■	■	■	■		■				■	
Task 3. Calculating ESAL for Flexible and Rigid pavements	10	3			■		■				■	■	■	■			■	
Task 4. Documentation and tabulation	13	3			■		■				■		■		■	■	■	

EXHIBIT D
FEE SCHEDULE

Work Authorization No. 1

Schedule Duration: 3 Weeks after NTP

Work Authorization No. 1

PROGRAM MANAGEMENT SERVICES	Chief Engineer/ Principal	Project Manager	Senior Engineer	Project Engineer	Junior Engineer	Total Labor Hrs.	Remarks	Task Cost	
DESCRIPTION									
Task 1. Review Existing Data and applicable sources		4		4		8		\$ 1,557.69	
Task 2. Extracting model results and scenario analysis		8		40		48		\$ 7,269.23	
Task 3. Calculating ESAL for Flexible and Rigid pavements		8		24		32		\$ 5,192.31	
Task 4. Documentation and tabulation		8		16		24		\$ 4,153.85	
<i>Subtotal</i>	0	28	0	84	0	112	0	\$ 18,173.08	
HOURS TOTAL	0	28	0	84	0	112			
LABOR RATE PER HOUR	\$274.04	\$259.62	\$180.29	\$129.81	\$93.75				
TOTAL DIRECT LABOR COSTS	\$ -	\$ 7,269.23	\$ -	\$ 10,903.85	\$ -	\$ 18,173.08			
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON FEE)	0.00%	40.00%	0.00%	60.00%	0.00%	100.00%			CHECK
PERCENT LABOR UTILIZATION FOR TOTAL PROJECT (BASED ON MANHOURS)	0.00%	25.00%	0.00%	75.00%	0.00%	100.00%			\$ 18,173.08
TOTAL DIRECT LABOR COST								\$ 18,173.08	
GRAND TOTAL									
								\$ 18,173.08	

EXHIBIT H-2

SUBPROVIDER MONITORING SYSTEM COMMITMENT AGREEMENT

ATTACHMENT H-2

Subprovider Monitoring System Commitment Agreement

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

Contract #: 02-TR32-17-02 Assigned Goal: 12.2% Prime Provider C&M Associates, Inc.

Work Authorization (WA)#: 1 WA Amount: \$18,173.08 Date: _____

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

Revised WA Amount: _____

Description of Work (List by category of work or task description. Attach additional pages, if necessary.)	Dollar Amount (For each category of work or task description shown.)
FC Traffic Projections for IBTC as a Frontage Road	\$18,173.08
FC	\$0
Total Commitment Amount (Including all additional pages.)	\$0

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

Provider Name: C&M Associates, Inc. Address: 15770 Dallas Parkway, VID Number: 20-1113510 PH: 214-245-5300 & FAX: Email: sbohluli@candm-associates.com	Name: <u>Shahram "Sam" Bohluli</u> <i>(Please Print)</i> Title: <u>Vice-President</u> <div style="display: flex; justify-content: space-between;"> <div>Signature _____</div> <div>Date _____</div> </div>
DBE/HUB Sub Provider Subprovider Name: VID Number: Address: PH: Email:	Name: _____ <i>(Please Print)</i> Title: _____ <div style="display: flex; justify-content: space-between;"> <div>Signature _____</div> <div>Date _____</div> </div>
Second Tier Sub Provider Subprovider Name: VID Number: Address: Phone #& Fax #: Email:	Name: _____ <i>(Please Print)</i> Title: _____ <div style="display: flex; justify-content: space-between;"> <div>Signature _____</div> <div>Date _____</div> </div>

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

Item 2G

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 2G </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 06/19/2017 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 06/27/2017 </u>
	<u> </u>		
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2017-64 – APPROVAL OF WORK AUTHORIZATION NUMBER 1 TO THE PROFESSIONAL SERVICE AGREEMENT WITH L&G ENGINEERING AND LABORATORY TO PROVIDE CONSTRUCTION MATERIAL TESTING SERVICES FOR THE CITY OF DONNA VALLEY VIEW ROAD SANITARY SEWER LIFT STATION PROJECT.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
To provide Construction Material Testing Service for the Donna Lift Station Project
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A
5. Staff Recommendation: **Motion to approve Resolution 2017-64 Work Authorization 1, as presented to the Board of Directors on June 27, 2017.**
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



Donna Lift Station

- ☒ CMT Services **L&G Laboratories**
- ☐ Environmental
- ☐ Engineering
- ☐ Geo-Technical
- ☐ Surveying

WORK AUTHORIZATION SUMMARY

RESOLUTION 2017-64

Work Authorization # 1 Supplemental # _____

Amount \$ 24,626.47

Approved Amendments:

Resolution No.	Description	Amount
----------------	-------------	--------

WA No. 1

WA No. 2

WA No. 3

WA No.

WA No.

Subtotal from Cont. Page	\$ 0.00
---------------------------------	----------------

Total Approved WA	\$ 0.00
--------------------------	----------------

Proposed Work Authorization and/or Supplemental

2017-64	Work Authorization 1	\$ 24,626.47
---------	----------------------	---------------------

Goal and Options:

To provide construction material testing services for the City of Donna Valley View road Sanitary Sewer Lift Station pr

Staff is recommending approval of this request in the amount of \$ 24,626.47
Proposed total approved WA and/or Supplementals \$ 24,626.47

Ramon Navarro, Construction E
Requested By:

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2017-64

APPROVAL OF THE PROFESSIONAL SERVICES AGREEMENT
WITH L&G ENGINEERING AND LABORATORY FOR
CONSTRUCTION MATERIAL TESTING SERVICES FOR THE CITY
OF DONNA VALLEY VIEW ROAD SANITARY SEWER LIFT
STATION PROJECT

THIS RESOLUTION is adopted this 27th day of June 2017, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

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

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

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

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04 authorizing the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on March 31, 2014 the Authority approved Resolution 2014-30 authorizing the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bridge Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Geotechnical Engineering Services and recommends that Board of Directors interview Raba Kistner, L&G Engineering & Laboratory and Terracon; and

WHEREAS, on April 23, 2014, Resolution 2014-38 the Authority formally interviewed all the short listed firms for Construction Material Testing for State Highway 365 and the International Bridge Trade Corridor Project, determined a final ranking and authorized HCRMA Staff to negotiate with the top ranked firms of Raba Kistner, L&G Engineering & Laboratory and Terracon; and

WHEREAS, on December 15, 2015, the Authority approved Resolution 2015-90, approving the Professional Service Agreement with the negotiated rates for Construction Material Testing with Raba Kistner, L&G Engineering & Laboratory and Terracon; and

WHEREAS, on June 27, 2017 the Executive Director has executed the Professional Service Agreement with L&G Engineering & Laboratory for Construction Material Testing for the City of Donna Valley View road Sanitary Sewer Lift Station Project in the amount of \$24,626.47;

WHEREAS, the Authority has determined it is necessary to approve the Work Authorization 1 to the Professional Service Agreement with L&G Engineering & Laboratory for Construction Material Testing for the Donna Lift Station as part of the International Bridge Trade Corridor Project in the amount of \$24,626.47;

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

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

Section 2. The Board hereby approves Work Authorization 1 to the Professional Service Agreements with L&G Engineering Laboratory in the amount of \$24,626.47, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Work Authorization 1 with L&G Engineering & Laboratory as approved by the Board.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 27th day of June, 2017, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ricardo Perez, Secretary/Treasurer

Exhibit A

Work Authorization Number 1
to
Professional Service Agreement
with
L&G Engineering & Laboratory
for
Construction Material Testing
for the
Donna Lift Station

ATTACHMENT D-1
WORK AUTHORIZATION NO. 1
AGREEMENT FOR ENGINEERING SERVICES

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

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

PART II. The maximum amount payable under this Work Authorization is \$ 24,626.47 and the method of payment is Unit Cost and Specified Rate Basis as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer’s estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

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

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 3, 2017, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under “Article V of that certain Professional Services Agreement for Engineering / Design Services **HCRMA 0000 SYSTEMWIDE PROJECTS INCLUDING THE 0010 IBTC AND 0030 SH 365 SEGMENTS.**”

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

THE ENGINEER

THE AUTHORITY

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

LIST OF EXHIBITS

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

EXHIBIT D
ESTIMATED MAN-HOURS AND TEST BREAKDOWN

HCRMA & City of Donna - Valley View Lift Station Site Improvements Project Construction Materials Testing								
Embankment (Sanitary Sewer Line, Force Main, Water Line & Wet Well Native Backfill)								
<ul style="list-style-type: none">Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.								
		Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Atterberg Limits		Tex-104, 5 & 6-E	PI>15 ~ Every 5,000 CY	2 per Fill (Job)	Each	2	\$69.00	\$138.00
Gradation		Tex-110-E	Every 10,000 CY	2 per Fill (Job)	Each	2	\$135.00	\$270.00
Moisture/Density (ASTM D698)		Tex-114-E	One per Each Material	1 per Fill (Assume Borrow)	Each	1	\$200.00	\$200.00
In-Place Density		Tex-115-E	Every 5,000 CY or 6,000	1 to 2 per Lift Min. (WW & SS)	Each	73	\$50.00	\$3,650.00
Reports				LL/PI, Grad, MD, FD	Each	42	\$0.00	\$0.00
Tech Time (Soils)				4 hrs - PI,Gr,MD, 2 hrs - 2 FD	Hour	85	\$51.27	\$4,357.95
# of Trips (Tech)				39 Trips (30 Miles RT)	Mile	1170	\$0.00	\$0.00
Item Subtotal								\$8,615.95
Sand Backfill (Existing Wet Well Backfill)								
<ul style="list-style-type: none">Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.								
		Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Atterberg Limits		Tex-104, 5 & 6-E	PI>15 ~ Every 5,000 CY	1 per Fill (Job)	Each	1	\$69.00	\$69.00
Gradation		Tex-110-E	Every 10,000 CY	1 per Fill (Job)	Each	1	\$135.00	\$135.00
Moisture/Density (ASTM D698)		Tex-114-E	One per Each Material	1 per Fill (Assume Borrow)	Each	1	\$200.00	\$200.00
In-Place Density		Tex-115-E	Every 5,000 CY or 6,000	1 per Lift Min.	Each	10	\$50.00	\$500.00
Reports				LL/PI, Grad, MD, FD	Each	8	\$0.00	\$0.00
Tech Time (Soils)				4 hrs - PI,Gr,MD, 2 hrs - 2 FD	Hour	18	\$51.27	\$922.86
# of Trips (Tech)				6 Trips (30 Miles RT)	Mile	180	\$0.00	\$0.00
Item Subtotal								\$1,826.86
Sand / Sandy Loam Bedding (Water Line Bedding)								
<ul style="list-style-type: none">Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.								
		Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Atterberg Limits		Tex-104, 5 & 6-E	PI>15 ~ Every 5,000 CY	1 per Fill (Job)	Each	1	\$69.00	\$69.00
Gradation		Tex-110-E	Every 10,000 CY	1 per Fill (Job)	Each	1	\$135.00	\$135.00
Moisture/Density (ASTM D698)		Tex-114-E	One per Each Material	1 per Fill (Assume Borrow)	Each	1	\$200.00	\$200.00
In-Place Density		Tex-115-E	Every 5,000 CY or 6,000	4 Min.	Each	4	\$50.00	\$200.00
Reports				LL/PI, Grad, MD, FD	Each	5	\$0.00	\$0.00
Tech Time (Soils)				4 hrs - PI,Gr,MD, 2 hrs - 2 FD	Hour	12	\$51.27	\$615.24
# of Trips (Tech)				3 Trips (30 Miles RT)	Mile	90	\$0.00	\$0.00
Item Subtotal								\$1,219.24
Subgrade (Lime Treated)								
<ul style="list-style-type: none">Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.								
		Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Atterberg Limits		Tex-104, 5 & 6-E	PI>15 ~ Every 5,000 CY	1 per Fill (Job)	Each	1	\$69.00	\$69.00
Gradation		Tex-110-E	Every 10,000 CY	1 per Fill (Job)	Each	1	\$135.00	\$135.00
Moisture/Density (ASTM D698)		Tex-114-E	One per Each Material	1 per Fill (Assume Borrow)	Each	1	\$200.00	\$200.00
In-Place Density		Tex-115-E	Every 5,000 CY or 6,000	4 Min. (Job)	Each	4	\$50.00	\$200.00
Reports				LL/PI, Grad, MD, FD	Each	5	\$0.00	\$0.00
Tech Time (Soils)				4 hrs - PI,Gr,MD, 2 hrs - 2 FD	Hour	12	\$51.27	\$615.24
# of Trips (Tech)				3 Trips (30 Miles RT)	Mile	90	\$0.00	\$0.00
Item Subtotal								\$1,219.24

Flexible Base (Untreated - Stockpile Testing) (Crushed Caliche)								
<ul style="list-style-type: none">Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.								29,500 CY
		Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Atterberg Limits		Tex-104, 5 & 6-E	Each 5,000 CY		Each		\$69.00	\$0.00
Gradation		Tex-110-E	Each 5,000 CY		Each	1	\$135.00	\$135.00
Moisture/Density (ASTM D698)		Tex-113-E	Every 20,000 CY		Each	1	\$200.00	\$200.00
Wet Ball Mill		Tex-116-E	Every 20,000 CY		Each	1	\$230.00	\$230.00
Triaxial		Tex-117-E	Every 20,000 CY		Each	1	\$400.00	\$400.00
Reports				LL/PI, MD, WB, Triaxial	Each	5	\$0.00	\$0.00
Tech Time (Soils)				4 hrs - LL,PI,MD & WB/Triax.	Hour	12	\$51.27	\$615.24
# of Trips (Tech)				2 Trips (30 Miles RT)	Mile	60	\$0.00	\$0.00
Item Subtotal								\$1,580.24
Flexible Base (Lime Treated) (Crushed Caliche)								
<ul style="list-style-type: none">Sampling and laboratory testing of soils and base materials proposed for use in the construction of Project (Roads/Bridges/Misc.) to determine compliance of these materials with project plans and specifications.Field density testing of soils and base materials to ensure proposer compaction as required by project plans and specifications.								
		Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Atterberg Limits		Tex-104, 5 & 6-E	Each 5,000 CY		Each		\$69.00	\$0.00
Gradation		Tex-110-E	Each 5,000 CY		Each	1	\$135.00	\$135.00
Moisture/Density (ASTM D698)		Tex-113-E	Every 20,000 CY	Complete Mixture	Each	1	\$200.00	\$200.00
In-Place Density		Tex-115-E	Every 3,000 CY		Each	4	\$50.00	\$200.00
Reports				MC, LL/PI, MD, FD	Each	5	\$0.00	\$0.00
Tech Time (Soils)				4 hrs - PI,Gr,MD, 2 hrs - FD	Hour	12	\$51.27	\$615.24
# of Trips (Tech)				2 Trips (30 Miles RT)	Mile	60	\$0.00	\$0.00
Item Subtotal								\$1,150.24
Hydraulic Cement Concrete Various Lift Station Elements (4000 PSI)								
<ul style="list-style-type: none">Field sampling and testing of fresh concrete and laboratory testing of hardened concrete to determine compliance with project plans and specifications.Concrete batching as well a the asphalt testing at the plants to insure delivery of acceptable material to the job site (as required).								
		Test	TxDOT Guide Specs	Additional Assumptions	Unit	Qty.	Contract Rate	Total
Concrete								
*Strength		Tex 418A & Tex 447A	Each 60 CY(2 Sets = 4 Cyl.)	Assume 4 Tests Min.	Each	16	\$29.00	\$464.00
Slump		Tex-415-A	One per 2 Sets	1 per Test	Each	4	\$23.00	\$92.00
Entrained Air		Tex-416-A	One per 2 Sets	1 per Test	Each	4	\$25.00	\$100.00
Temperature		Tex-422-A	One per 2 Sets	1 per Test	Each	4	\$20.00	\$80.00
Reports				CA,FA,MF,Conc.	Each	20	\$0.00	\$0.00
Tech Time (Conc)					Hour	32	\$51.27	\$1,640.64
# of Trips (Tech)				8 Trips (30 Miles RT)	Mile	240	\$0.00	\$0.00
Item Subtotal								\$2,376.64

- * Concrete Strength testing includes strength testing of cylinder specimens (breaks) as well as preperation, holding and curing of strength specimen costs
~ 1 Set is defined as 2 Cylinders (7-day or 28-day)
~ All Structural Concrete requires a minimum 2 Sets per Test Location (4 Cyl.)
- ** Project Administrative Fee is assessed on a per invoice basis and involves engineering review, evaluation, management and administration

Summary		
Sub-Total (CMT Items) =		\$17,988.41
**Report Review (Project Administrative Fee)		
Admin./Clerical (Report Review - Admin.)	(22 hrs x 62.21 Hr.)	\$1,368.62
Eng. Lab Mgr. (Report Review - Admin.)	(22 hrs x 105.76 Hr.)	\$2,326.72
Project Eng. (Report Review - Admin.)	(22 hrs x 133.76 Hr.)	\$2,942.72

Constuction Materials Testing Total :	\$24,626.47
---------------------------------------	-------------

◆ Contract ◆

**Hidalgo County
Regional Mobility Authority
(HCRMA)(Authority)**

**CONSTRUCTION & MATERIALS
TESTING SERVICES
0010 IBTC and 0030 SH 365**

MAIN CONTRACT

June 27, 2017

L&G Engineering Laboratory, LLC

STATE OF TEXAS
COUNTY OF HIDALGO

§
§

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

THIS CONTRACT FOR ENGINEERING SERVICES is made by and between the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter the “Authority”) and L&G Engineering Laboratory, LLC (hereinafter the “Engineer”), having its principal business address at 2100 West Expressway 83, Mercedes, TX 78570 for the purpose of contracting for engineering services (hereinafter the “Agreement”).

WITNESSETH

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

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

WHEREAS, pursuant to the Procurement and the Authority Board of Director’s (the Board’s) ranking of respondents thereto, the Board finds it to be in the best interest of the Authority to engage the Engineer to provide preliminary engineering; including development of schematics; drainage studies; utilities; geotechnical; development of PS&E and review of shop drawings as required for the development of the Project as approved by the Authority to wit: the **HCRMA 0000 SYSTEMWIDE PROJECTS INCLUDING THE 0010 IBTC AND 0030 SH 365 SEGMENTS** (the “Project”);

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

AGREEMENT

ARTICLE I

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

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

1.2 The Authority and the Engineer will furnish items and perform those services for fulfillment of the Agreement as identified in Attachment B, Services to be provided by the Authority and Attachment C, Services

to be provided by the Engineer. All services provided by the Engineer will conform to standard engineering practices and applicable rules and regulations of the Texas Engineering Practices Act and the rules of the Texas Board of Professional Engineers.

ARTICLE II AGREEMENT PERIOD

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2018 unless the Agreement period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Section 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Section 14, Termination. Any work performed or cost incurred before or after the Agreement period shall be ineligible for reimbursement.

ARTICLE III COMPENSATION

3.1 **Maximum Amount Payable.** The maximum amount payable under this contract is \$ 24,626.47 unless modified (1) modified written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Section 6, Supplemental Agreements or (2) modified through a work authorization as set forth in Article V, provided that such work authorizations is adopted by Board action.

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

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

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

ARTICLE IV PAYMENT REQUIREMENTS

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

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

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

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

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

4.6 Required Reports.

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

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

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

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

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

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

ARTICLE V WORK AUTHORIZATIONS

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

ARTICLE VI SIGNATORY WARRANTY

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

ARTICLE VII NOTICES

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

Engineer: L&G Engineering Laboratory, LLC 2100 W. Expressway 83 Mercedes, Texas 78570 Attn: Jacinto Garza, P.E., President	Authority: Hidalgo County Regional Mobility Authority (HCRMA) 118 South Cage Boulevard, 4 th Floor Pharr, Texas 78577 Attn: Pilar Rodriguez, P.E., Executive Director
---	---

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

**ARTICLE VIII
INCORPORATION OF PROVISIONS**

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

SIGNATORIES

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

AUTHORITY

ENGINEER

By: _____

By: _____

Name: Pilar Rodriguez

Name: Jacinto Garza

Title: Executive Director

Title: President

Hidalgo County Regional Mobility Authority

L&G Engineering Laboratory, LLC

Date: _____

Date: _____

:

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

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

This Page
Intentionally
Left Blank

Item 3A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3A </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 06/07/17 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 06/27/17 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2017-55 – APPROVAL OF A LEASE AGREEMENT WITH THE CITY OF PHARR TO PROVIDE OFFICE SPACE TO THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Approval and Consideration of Resolution 2017- 55 – Approval of a lease agreement with the City of Pharr to provide office space 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: **Resolution 2017-55 – Approval of a Lease Agreement with the City of Pharr to provide office space to the Hidalgo County Regional Mobility Authority, as presented.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: X Approved Disapproved None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
11. Chief Development Engineer's Recommendation: Approved Disapproved X None
12. Chief Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: X Approved Disapproved None

THIS ITEM WILL BE
SENT UNDER
SEPERATE COVER

This Page
Intentionally
Left Blank

Item 3B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE

 X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

 3B
 06/19/2017
 06/27/2017

TECHNICAL COMMITTEE

1. Agenda Item: **RESOLUTION 2017-60 – APPROVAL OF CHANGE ORDER 5 TO THE CONSTRUCTION CONTRACT WITH FOREMOST PAVING, INC. FOR THE US 281/MILITARY HIGHWAY OVERPASS/BORDER SAFETY INSPECTION FACILITY CONNECTOR ROAD PROJECT FOR RECONCILIATION OF VARIOUS QUANTITIES.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
To reconcile various quantities in the amount of \$8,012.25.
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 2017-60 Change Order 5, as presented to the Board of Directors on June 27, 2017.**
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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BOARD

RESOLUTION No. 2017-60

**APPROVAL OF CHANGE ORDER NUMBER 5 TO WITH
FOREMOST PAVING, INC., FOR THE US281/MILITARY
HIGHWAY OVERPASS/BSIF CONNECTOR ROAD FOR
COST REVISION OF VARIOUS QUANTITIES**

THIS RESOLUTION is adopted this 27th day of June, 2017 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, the Authority finds it necessary to approve Resolution 2017-60, Change Order Number 5 to the Construction Contract with Foremost Paving, Inc. to adjust plan quantities in the amount of \$8012.25 for the US 281/Military Highway Overpass/BSIF Connector Project for a new contract amount of \$19,157,034.34; and

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

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

Section 2. The Board hereby approves Change Order Number 5 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 \$32,341.85 for a new contract amount of \$19,181,363.94

Section 3. The Board hereby authorizes the Executive Director to execute the change to 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 28th day June, 2017, 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

CO#5



Memorandum

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

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

Date: June 20, 2017

Subject: **CO#5 – CSJ#0220-01-023 US281/BSIF CONNECTOR**
Change Order Number 5 to the Construction Contract with
Foremost Paving, Inc. for revisions to various items.

Goal

Consideration and approval of Change Order No. 5 for revisions to various items and extension of number of days:

- A) Flashing Beacon at Stuart Road
- B) Reconciliation of Various Items
- C) Extension of Days

Explanation

Section A. Flashing Beacon at Stuart Road – Adjoining project limits were widened prior to completion of plan set, east of Stuart Road [FM2557]. The intersection widening is proposed in current project. Ultimate typical section width was not considered in the design of existing flashing beacon, therefore placing existing poles onto clear zone. Complete re-design and construction is required at cost of \$24,329.60 and an additional 3 days. (drawings attached).

Item No.	Desc. Code	Bid Item Description	Unit of Measure	Approx. Quantities	Unit Bid Price	Amount	Item Sequence No.
416	6032	DRILL SHAFT (TRF SIG POLE)361N	LF	26	\$ 265.00	\$ 6,890.00	1.00
618	6033	CONDT(PVC)(SCHD 40)(4")	LF	8	\$ 10.00	\$ 80.00	2.00
620	6010	ELEC CONDR(N0.6)1NSULATED	LF	12	\$ 1.80	\$ 21.60	3.00
620	6007	ELEC CONDR(N0.8)BARE	LF	10	\$ 1.40	\$ 14.00	4.00
621	6005	TRAY CABLE(4 CONDR)(12 AWG)	LF	270	\$ 1.80	\$ 486.00	5.00
625	6003	ZINC-COATED STL WIRE STRAND(3/8 IN)	LF	200	\$ 2.50	\$ 500.00	6.00
628	6301	ELC SRV TY T(120/240)000(NS)GS(L)TS(O)	EA	1	\$ 1,200.00	\$ 1,200.00	7.00
680	6001	INSTALL HWY TRAFFIC SIGNAL(FLASHING BEACON)	EA	1	\$ 1,450.00	\$ 1,450.00	8.00
682	6003	VEH SIG SEC(121N)LED(YEL)	EA	4	\$ 175.00	\$ 700.00	9.00
682	6005	VEH SIG SEC(121N)LED(RED)	EA	4	\$ 175.00	\$ 700.00	10.00
684	6010	TRF SIG CBL(TYA)(12AWG)(5 CONDR)	LF	160	\$ 1.80	\$ 288.00	11.00
686	6020	INS TRF SIG PL AM(S)STR(TY D)LUM	EA	2	\$ 6,000.00	\$ 12,000.00	12.00
						\$ 24,329.60	

Recommendation: The proposed improvement is required safety modification and recommended for construction at a cost of \$24,329.60 and an additional 3 days.

Section B. Reconciliation of Various Items – Current project is quickly approaching completion. In an effort to expedite project's closure various items are being reconciled to assure subcontractors and general contractor are appropriately compensated and closing documents may be processed. Majority of items are over / underruns needed to complete work, conducted within Departmental's level of authority.

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL+ PREVIOUSLY REVISED		NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	ITEM COST	
251-6056	RWRKBS(TYB)(8")(DNCNT)OR	CY	8.00	6,383.00	51,064.00	0.00	0.00	- 51,064.00
251-6056	RWRKBS(TYB)(8")(DNCNT)OR	CY	8.00	0.00	0.00	22,468.43	179,747.44	179,747.44
402-6001	TRENCHEXCAVATIONPROTEC	LF	1.00	11,017.00	11,017.00	0.00	0.00	- 11,017.00
402-6001	TRENCHEXCAVATIONPROTEC	LF	1.00	0.00	0.00	11,693.00	11,693.00	11,693.00
464-6038	RPIPE(CL III)(18IN)(SPL)	LF	54.00	1,538.00	83,052.00	0.00	0.00	- 83,052.00
464-6038	RPIPE(CL III)(18IN)(SPL)	LF	54.00	0.00	0.00	1,610.00	86,940.00	86,940.00
464-6042	RPIPE(CL III)(42IN)(SPL)	LF	113.00	1,192.00	134,696.00	0.00	0.00	- 134,696.00
464-6042	RPIPE(CL III)(42IN)(SPL)	LF	113.00	0.00	0.00	1,257.00	142,041.00	142,041.00
464-6043	RPIPE(CL III)(48IN)(SPL)	LF	128.00	2,011.00	257,408.00	0.00	0.00	- 257,408.00
464-6043	RPIPE(CL III)(48IN)(SPL)	LF	128.00	0.00	0.00	2,012.00	257,536.00	257,536.00
464-6044	RPIPE(CL III)(54IN)(SPL)	LF	159.00	1,267.00	201,453.00	0.00	0.00	- 201,453.00
464-6044	RPIPE(CL III)(54IN)(SPL)	LF	159.00	0.00	0.00	1,279.00	203,361.00	203,361.00
506-6041	BIODEGEROSNCONTLOGS(IN	LF	6.50	885.00	5,752.50	0.00	0.00	- 5,752.50
506-6041	BIODEGEROSNCONTLOGS(IN	LF	6.50	0.00	0.00	1,227.00	7,975.50	7,975.50
530-6005	DRIVEWAYS(ACP)	SY	21.00	814.00	17,094.00	0.00	0.00	- 17,094.00
530-6005	DRIVEWAYS(ACP)	SY	21.00	0.00	0.00	953.11	20,015.31	20,015.31
662-6050	WK ZNPAV	EA	4.00	958.00	3,832.00	0.00	0.00	- 3,832.00
662-6050	WK ZNPAV	EA	4.00	0.00	0.00	1,008.00	4,032.00	4,032.00
662-6063	WK ZNPAV	LF	0.75	6,346.00	4,759.50	0.00	0.00	- 4,759.50
662-6063	WK ZNPAV	LF	0.75	0.00	0.00	7,063.00	5,297.25	5,297.25
662-6095	WK ZNPAV	LF	0.75	8,412.00	6,309.00	0.00	0.00	- 6,309.00
662-6095	WK ZNPAV	LF	0.75	0.00	0.00	9,119.00	6,839.25	6,839.25
6776001	ELIMEXTPAV MRK& MRKS(4")	LF	0.30	16,234.00	4,870.20	0.00	0.00	- 4,870.20
6776001	ELIMEXTPAV MRK& MRKS(4")	LF	0.30	0.00	0.00	23,326.00	6,997.80	6,997.80
6776003	ELIMEXTPAV MRK& MRKS(8")	LF	0.60	80.00	48.00	0.00	0.00	- 48.00
6776003	ELIMEXTPAV MRK& MRKS(8")	LF	0.60	0.00	0.00	500.00	300.00	300.00
6776007	ELIMEXTPAV MRK& MRKS(24")	LF	1.80	534.00	961.20	0.00	0.00	- 961.20
6776007	ELIMEXTPAV MRK& MRKS(24")	LF	1.80	0.00	0.00	980.00	1,764.00	1,764.00
6776008	ELIMEXTPAV MRK&	EA	12.00	10.00	120.00	0.00	0.00	- 120.00
6776008	ELIMEXTPAV MRK&	EA	12.00	0.00	0.00	12.00	144.00	144.00
6776012	ELIMEXTPAV MRK&	EA	12.00	3.00	36.00	0.00	0.00	- 36.00
6776012	ELIMEXTPAV MRK&	EA	12.00	0.00	0.00	4.00	48.00	48.00
10076004	IRRIGATION WELL (24")	EA	10,000.00	1.00	10,000.00	0.00	0.00	- 10,000.00
10076004	IRRIGATION WELL (24")	EA	10,000.00	0.00	0.00	2.00	20,000.00	20,000.00
2476225	FLBS(RDWY	CY	20.00	757.00	15,140.00	0.00	0.00	- 15,140.00
2476225	FLBS(RDWY	CY	20.00	0.00	0.00	769.20	15,384.00	15,384.00
2606015	LIMETR (NEWBASE)(8")	SY	3.00	3,403.00	10,209.00	0.00	0.00	- 10,209.00
2606015	LIMETR (NEWBASE)(8")	SY	3.00	0.00	0.00	4,842.52	14,527.56	14,527.56
2606043	LIME(HYD,COM	TON	127.00	406.34	51,605.18	0.00	0.00	- 51,605.18
2606043	LIME(HYD,COM	TON	127.00	0.00	0.00	421.24	53,497.48	53,497.48
4006011	SANDBACKFILL	CY	16.00	757.00	12,112.00	0.00	0.00	- 12,112.00
4006011	SANDBACKFILL	CY	16.00	0.00	0.00	1,029.00	16,464.00	16,464.00
3446104	SUPRPAV MIXSP-DSACBPG64-	TON	79.32	11,456.00	908,689.92	0.00	0.00	- 908,689.92
3446104	SUPRPAV MIXSP-DSACBPG64-	TON	79.32	0.00	0.00	11,456.00	908,689.92	908,689.92
96086004	UNIQUECHANGEORDERITEM	DOL	6,966.67	3.00	20,900.01	0.00	0.00	- 20,900.01
96086005	UNIQUECHANGEORDERITEM	DOL	6,966.67	0.00	0.00	5.00	34,833.35	34,833.35
2476225	FLBS(RDWY	CY	20.00	25,145.00	502,900.00	18,640.88	372,817.60	- 130,082.40
5086001	CONSTRUCTINGDETOURS	SY	41.00	2,523.00	103,443.00	1,566.30	64,218.30	- 39,224.70
1326006	EMBANKMENT(FNL)DNSCONT	CY	8.00	2,845.00	22,760.00	1,410.00	11,280.00	- 11,480.00
10077001	IRRIGATION VALVE(12")	EA	2,200.00	4.00	8,800.00	0.00	0.00	- 8,800.00
10077001	IRRIGATION VALVE(12")	EA	2,200.00	0.00	0.00	4.00	8,800.00	8,800.00
6186024	COND (PVC) (SCH 40) 2" BORE	LF	20.00	0.00	0.00	90.00	1,800.00	1,800.00
								\$ 8,012.25

In addition, special line items were created to facilitate software's [Appia] functionality. All original quantities were absorbed into new line item to account for over / underruns.

Recommendation Staff recommends approval and implementation of all items.

Section C. Extension of Days – In implementation of construction contract initial award was 535 calendar days with no exemptions from weekends, holidays nor bad weather. Various delays were encountered, however the most prominent being 20 days in April due to Plan Errors. Foremost Paving Incorporated has determined a 28 day delay impacting proposed substantial completion date.

Recommendation Staff recommends approval of 20 additional days due to Plan Error delay in work.

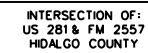
OVERALL RECOMMENDATION:

Staff recommends approving all three presented revisions:

- A) Flashing Beacon at Stuart Road – proceed with required safety modification at a cost of \$24,329.60 and an additional 3 days.
- B) Reconciliation of Various Items - recommends approval and implementation of all items at an overall cost of \$8,012.25. Maintaining a current credit of (\$244,182.50)
- C) Staff recommends approval of 20 additional days due to Plan Error delay in work.

Total current project cost is \$19,181,363.94 and to be substantially completed in 561 calendar days.

DATE: 1/24/2017 07:15PM
FILE: \$FILE\$



PROPOSED POLES SHOWN ONLY

QUANTITIES SHOWN INCLUDE QUANTITIES IN POLES & SPAN WIRE
 * LOAD CENTER/CONTROLLER SERVICE INTERCONNECT
 ** GROUND CONDUCTOR
 *** 4" PVC IN FOUNDATION

NOTE:
ALL FLASHING BEACONS SHALL FLASH
SIMULTANEOUSLY FOR EACH APPROACH

NOT TO SCALE

DN ₁		CONT	SECT	JOB	HIGHWAY
CK DN ₁					US 281
DN ₂					
CK DN ₂		DIST	COUNTY		SHEET NO.
TR ₁		PHR	HIDALGO		2
CK TR ₁					

EXHIBIT C

May 31, 2017

Ramon Navarro IV, P.E., C.F.M.
Construction Engineer
Hidalgo County Regional Mobility Authority
118 S Cage Rd., 4th Floor
Pharr, TX. 78577

RE: Project: HCRMA US 281 and BSIF Connector
Control No.: 0220-01-023
Highway: US 281
County: HIDALGO

Dear Mr. Navarro,

This letter is the schedule narrative of the revised CPM Schedule May 2017 for the above referenced project.

The updated schedule reflects a start date of 2/18/2016 and a completion date of 9/5/2017. The total Contract Time accumulated within these dates is 566 Days. Contract Working Days is 538 calendar days based on current Change Order data. This schedule shows the Contractor completing the project 28 days behind schedule. Some of the work items were updated to reflect the remaining quantity to complete and rearranged for better analysis. Concrete Barrier and Traffic Rail data was placed in the schedule due to updated information. The barrier and rail work has been split into bridge and roadway sections in order to get as much work competed as possible. Work items in the critical path will continue to be our primary focus. Please let me know if any additional information is needed.

Very Truly Yours,

FOREMOST PAVING, INC.

A handwritten signature in blue ink, appearing to read 'Clayton Kindel', with a long horizontal stroke extending to the right.

Clayton Kindel
Project Manager

This Page
Intentionally
Left Blank

Item 3C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3C </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 06/19/2017 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 06/27/2017 </u>
	<u> </u>		
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2017-61 – APPROVAL OF 3RD PARTY CHANGE ORDER 6 WITH FOREMOST PAVING, INC. FOR THE US 281/MILITARY HIGHWAY OVERPASS/BORDER SAFETY INSPECTION FACILITY CONNECTOR ROAD PROJECT FOR THE INSTALLATION OF OFF-SITE DRIVEWAY AND RELATED APPURTENANCES.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
To install off-site driveway and related appurtenances.
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 2017-61 Change Order 6, as presented to the Board of Directors on June 27, 2017.**
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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BOARD

RESOLUTION No. 2017-61

**APPROVAL OF CHANGE ORDER NUMBER 6 TO WITH
FOREMOST PAVING, INC., FOR THE US281/MILITARY
HIGHWAY OVERPASS/BSIF CONNECTOR ROAD FOR
COST REVISION AND THIRD PARTY CONTRACTING**

THIS RESOLUTION is adopted this 27th day of June, 2017 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 \$8,012.25 for the US 281/Military Highway Overpass/BSIF Connector Project for a new contract amount of \$19,157,034.34; and

WHEREAS, the Authority finds it necessary to approve Resolution 2017-61 Change Order Number 6 to the Construction Contract with Foremost Paving, Inc., in the amount of \$24,265.00 for 3rd party change order for the US 281/Military Highway Overpass/BSIF Connector Project for a new contract amount of \$19,181,299.34; and

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

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

Section 2. The Board hereby approves Change Order Number 6 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 \$24,265.00 for a new contract amount of \$19,205,628.94.

Section 3. The Board hereby authorizes the Executive Director to execute the change to 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 27th day June, 2017, 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
CO#6



Memorandum

To: Pilar Rodriguez, P.E

HCRMA, Executive Director

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

Date: June 19, 2017

Subject: **CO#6 – TRANSMARITIME DRIVEWAY**
Change Order Number 6, Third Party Change Order to construct permanent commercial driveway for partnering business

Goal

Consideration of revisions to items affiliated with temporary construction driveway; and, permanent (third party) commercial driveway along Juniper Street.

Explanation

Transmaritime Inc. is a logistic corporation located along Military Highway US281 at Station 10138+57 with a lone access driveway. The logistic corporation is shipping and receiving, twenty-four hours a day, seven days of the week. Construction operations required a minimum ten-day window to construct new concrete driveway. Various scenarios were mused; however, building a temporary construction driveway along Juniper Street was the most efficient for all parties involved. Cost for implementation of construction driveway was \$18,150.00 (removal items/ concrete footing and wall) Upon implementing temporary driveway, Transmaritime requested estimate to permanently construct 8" concrete driveway at location via a third party change order [break down attached].

JUNIPER DRIVEWAY

UNIT #	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	EXT PRICE	HCRMA	TRANSMARITIME
1	REMOVE CONC SIDEWALK	SY	65	\$ 21.00	\$ 1,365.00	\$ 1,365.00	
2	REMOVE EMBANKMENT	CY	65	\$ 23.00	\$ 1,495.00	\$ 1,495.00	
3	REMOVING CONC CURB	LF	117	\$ 10.00	\$ 1,170.00	\$ 1,170.00	
4	REMOVING CONC WALLS	SY	40	\$ 60.00	\$ 2,400.00	\$ 2,400.00	
5	RIP RAP CONC 4 IN	SY	78	\$ 60.00	\$ 4,680.00		\$ 4,680.00
6	CONC CURB AND GUTTER TY A	LF	110	\$ 27.00	\$ 2,970.00	\$ 2,970.00	
7	CONC CURB AND GUTTER TY A LAY DOWN	LF	117	\$ 27.00	\$ 3,159.00	\$ 3,159.00	
8	DRIVWAY CONC 8 IN	SY	172	\$ 90.00	\$ 15,480.00		\$ 15,480.00
9	CURB RAMPS TY 10	EA	2	\$ 1,600.00	\$ 3,200.00	\$ 3,200.00	
10	CHAIN LINK FENCE INSTALL 6 FT SAME FENCE / DBL	LS	1	\$ 2,350.00	\$ 2,350.00		\$ 2,350.00
11	CHAIN LINK FENCE REMOVE	LF	117	\$ 15.00	\$ 1,755.00		\$ 1,755.00
12	INSTALLATION OF CONC WALL	SF	250	\$ 35.00	\$ 8,750.00	\$ 8,750.00	
			\$ 1,134.00	\$ 2,385.00	\$ 48,774.00	\$ 24,509.00	\$ 24,265.00

Recommendation: Recommend constructing proposed concrete driveway at the depicted rates and distribute costs accordingly, utilizing owner's ROW, property lines as limiting parameter for payment. Costs [HCRMA \$6,359.00 for appurtenances in public ROW [laydown curbs, ada curb ramps,]] ((Transmaritime \$24,265 (riprap, 8" concrete driveway, gates, fence removal/installation))

OVERALL RECOMMENDATION:

Staff recommends approval of CO#6 to HCRMA for \$24,509.00 [w/construction driveways costs], inclusive of third party [Transmaritime, Inc.] participation of \$24,265.00, for a total cost of \$48,774.00.

GO UNDERGROUND LLC
217 E MONROE
HARLINGEN TX

JUNIPER DRIVEWAY								
UNIT #	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	EXT PRICE	HCRMA	TRANSMARITIME	
1	REMOVE CONC SIDEWALK	SY	65	\$ 21.00	\$ 1,365.00	\$ 1,365.00		
2	REMOVE EMBANKMENT	CY	65	\$ 23.00	\$ 1,495.00	\$ 1,495.00		
3	REMOVING CONC CURB	LF	117	\$ 10.00	\$ 1,170.00	\$ 1,170.00		
4	REMOVING CONC WALLS	SY	40	\$ 60.00	\$ 2,400.00	\$ 2,400.00		
5	RIP RAP CONC 4 IN	SY	78	\$ 60.00	\$ 4,680.00		\$	4,680.00
6	CONC CURB AND GUTTER TY A	LF	110	\$ 27.00	\$ 2,970.00	\$ 2,970.00		
7	CONC CURB AND GUTTER TY A LAY DOWN	LF	117	\$ 27.00	\$ 3,159.00	\$ 3,159.00		
8	DRIVWAY CONC 8 IN	SY	172	\$ 90.00	\$ 15,480.00		\$	15,480.00
9	CURB RAMPS TY 10	EA	2	\$ 1,600.00	\$ 3,200.00	\$ 3,200.00		
10	CHAIN LINK FENCE INSTALL 6 FT SAME FENCE / DBL GATES	LS	1	\$ 2,350.00	\$ 2,350.00		\$	2,350.00
11	CHAIN LINK FENCE REMOVE	LF	117	\$ 15.00	\$ 1,755.00		\$	1,755.00
12	INSTALLATION OF CONC WALL	SF	250	\$ 35.00	\$ 8,750.00	\$ 8,750.00		
	\$ -	\$ -	####	\$ 2,385.00	\$ 48,774.00	\$ 24,509.00	\$	24,265.00

DATE: 1/20/2017 2:54:55 PM
FILE: c:\project\wise\donnenbaum-hcrma\workair\robert.rios\ams62772\US281_0033_01 ConcDrwy_I rd_OverAll.dgn



STATE OF TEXAS
ERIC DAVILA
115596
LICENSE
PROFESSIONAL ENGINEER
1/20/2017
DATE
ERIC DAVILA

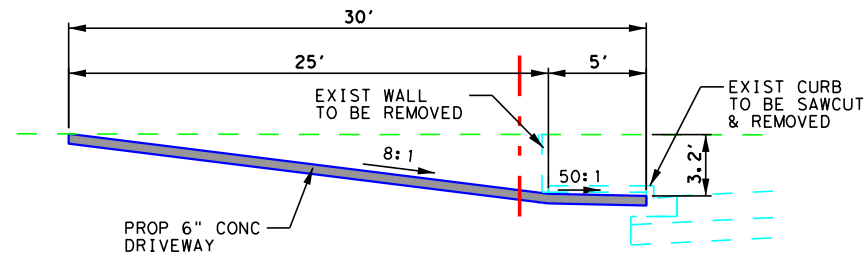


PROGRAM MANAGEMENT CONSULTANT
DANNENBAUM
ENGINEERING CORPORATION
T.B.P.E. FIRM REGISTRATION #392
1109 NOLANA LOOP, STE 208 MCALLEN, TX 78504 (956) 682-3677

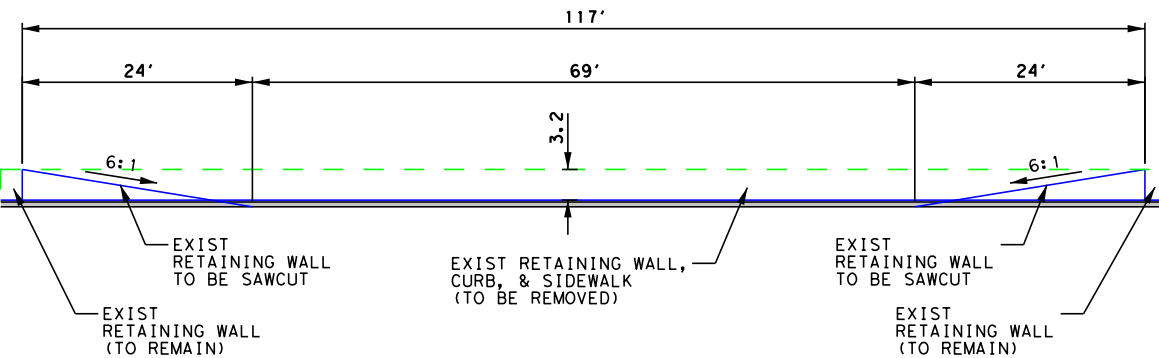
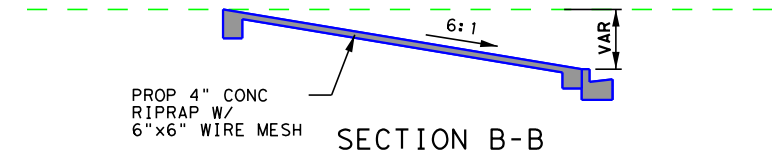
US 281 PROJECT
JUNIPER STREET
PROPOSED DRIVEWAY
PROJECT LAYOUT

SCALE: 1" = 100'				SHEET 1 OF 2	
DN:		CONT	SECT	JOB	HIGHWAY
K DN:		0220	01	023, ETC	US 281
DN:		DIST		COUNTY	SHEET NO.
K DN:		PHR		HIDALGO	1
TR:					
K TR:					

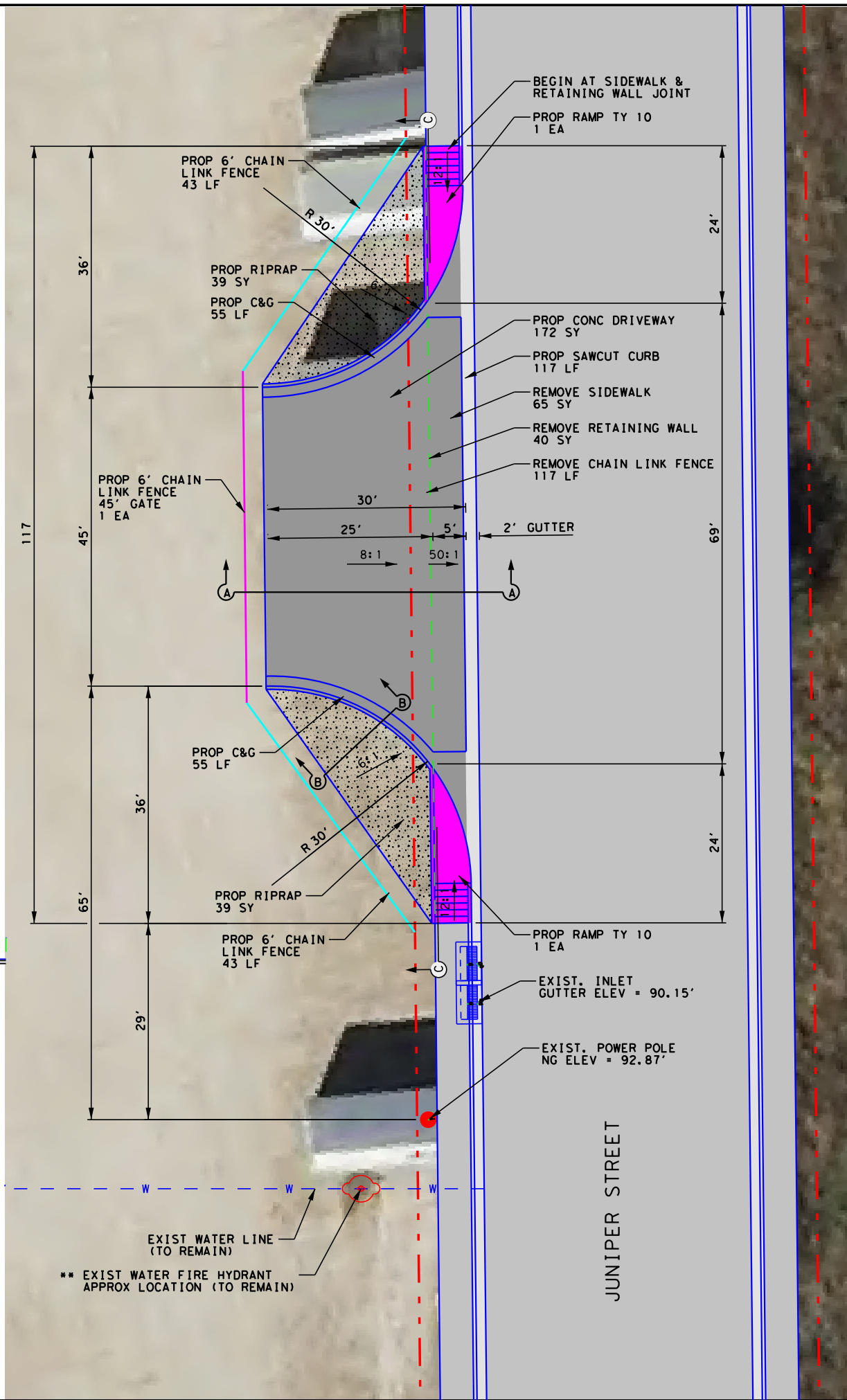
DATE: 1/20/2017 2:53:23 PM
FILE: c:\projectwise\donnenbaum-hcrma\work\air\robert.r.ios\dms6272\US281_0033_02 ConcDrwy_1 rd.dgn



SECTION A-A
CONCRETE (COMMERCIAL) DRIVEWAY
REFER TO TYPICAL CONCRETE DRIVEWAY SECTION
DETAIL ON ATTACH STANDARD SHEET
"DRIVEWAY DETAILS PRIVATE (RESIDENTIAL -COMMERCIAL)"



SECTIONS C-C
EXISTING RETAINING WALL



SHEET SUMMARY				
ITEM	CODE	DESCRIPTION	UNIT	QUANTITY
104	6015	REMOVING CONC (SIDEWALK)	SY	65
104	6021	REMOVING CONC (CURB)	LF	117
104	6024	REMOVING CONC (RETAINING WALLS)	SY	40
432	6001	RIPRAP (CONC) (4 IN)	SY	78
529	6029	CONC CURB & GUTTER (TY A)	LF	110
530	6004	DRIVEWAYS (CONC)	SY	172
531	6013	CURB RAMPS (TY 10)	EA	2
550	6001	CHAIN LINK FENCE (INSTALL) (6')	LF	86
550	6003	CHAIN LINK FENCE (REMOVE)	LF	117
552	6009	GATE (SPECIAL)	EA	1

NOTE:
** ALL EXIST UTILITY LINES ARE FOR INFORMATION ONLY
& SHALL BE FIELD VERIFIED BY THE CONTRACTOR

STATE OF TEXAS

ERIC DAVILA

115596

PROFESSIONAL ENGINEER

ERIC DAVILA

1/20/2017

DATE

HCRMA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

©2017

Texas Department of Transportation

PROGRAM MANAGEMENT CONSULTANT

DANNENBAUM

ENGINEERING CORPORATION

T.B.P.E. FIRM REGISTRATION #392

1109 NOLANA LOOP, STE 208 MCALLEN, TX 78504 (956) 682-3677

US 281 PROJECT

JUNIPER STREET

PROPOSED DRIVEWAY

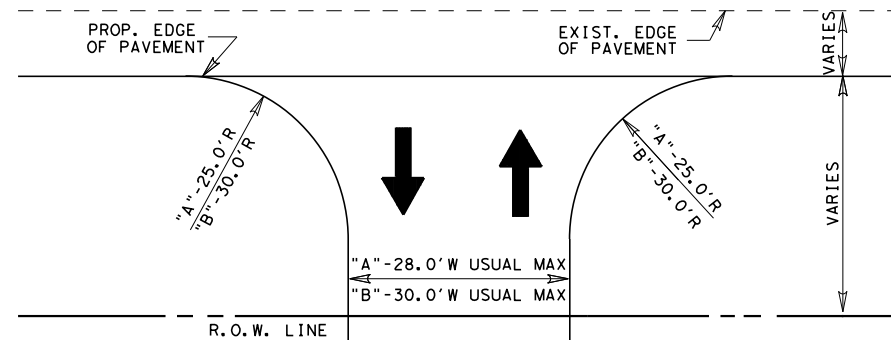
LAYOUT

SCALE: 1" = 20'

SHEET 2 OF 2

DN:	CONT	SECT	JOB	HIGHWAY
CK DN:	0220	01	023, ETC	US 281
DN:	DIST	COUNTY	SHEET NO.	
CK DN:	PHR	HIDALGO	2	

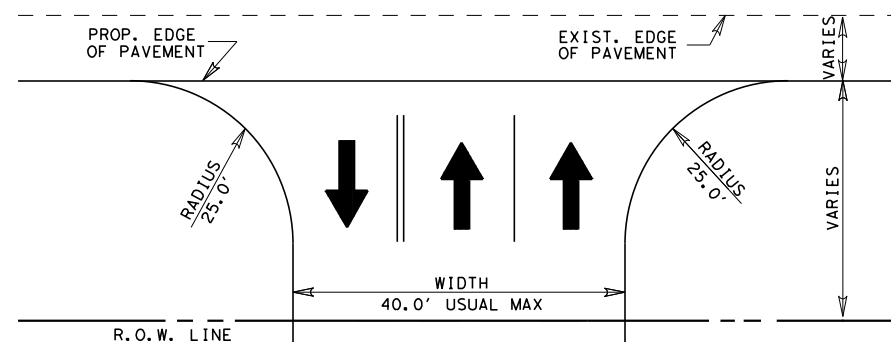
DESIGNS FOR TWO-WAY COMMERCIAL DRIVEWAYS



"A"- ONE ENTRY LANE AND ONE EXIT LANE, FEWER THAN 4 LARGE VEHICLES PER HOUR

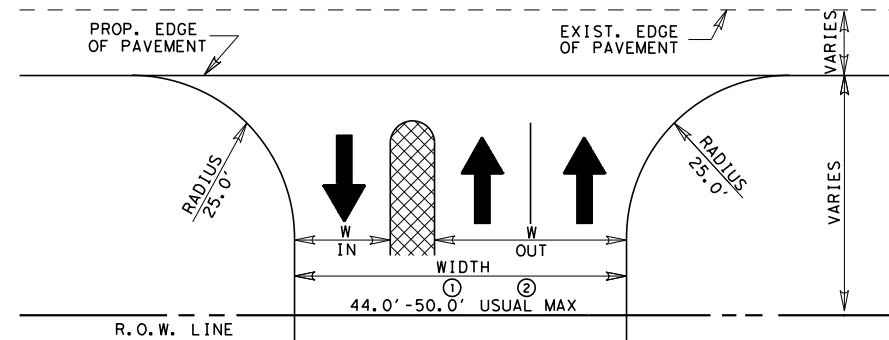
"B"- ONE ENTRY LANE AND ONE EXIT LANE, 4 OR MORE SINGLE UNIT VEHICLES^① PER HOUR

① - DRIVEWAY DESIGNS FOR LARGER VEHICLES WILL BE CONSIDERED ON A CASE BY CASE BASIS



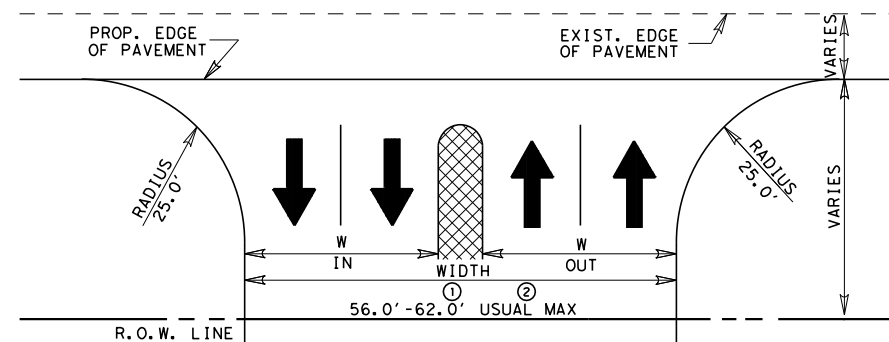
ONE ENTRY LANE AND TWO EXIT LANES (WITHOUT DIVIDERS)

DESIGNS FOR TWO-WAY COMMERCIAL DRIVEWAYS



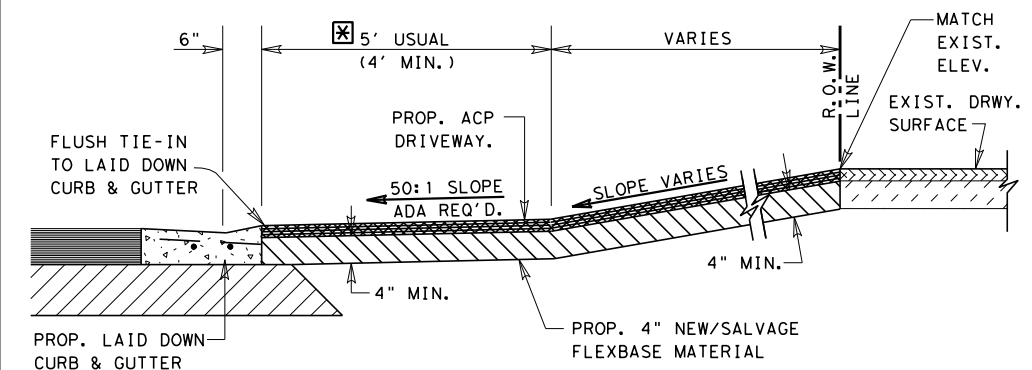
- ① - 4.0' WIDE DIVIDER, FACE-TO-FACE CURBS
② - 10.0' WIDE DIVIDER, FACE-TO-FACE CURBS

ONE ENTRY LANE AND TWO EXIT LANES (WITH A DIVIDER)



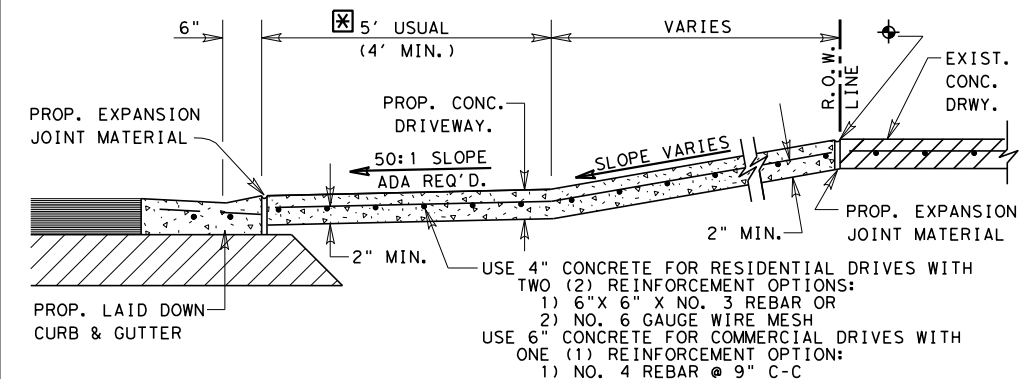
- ① - 4.0' WIDE DIVIDER, FACE-TO-FACE CURBS
② - 10.0' WIDE DIVIDER, FACE-TO-FACE CURBS

TWO ENTRY LANES AND TWO EXIT LANES (WITH A DIVIDER)



TYPICAL ASPH. CONC. PVM'T. DRIVEWAY SECTION

N.T.S.



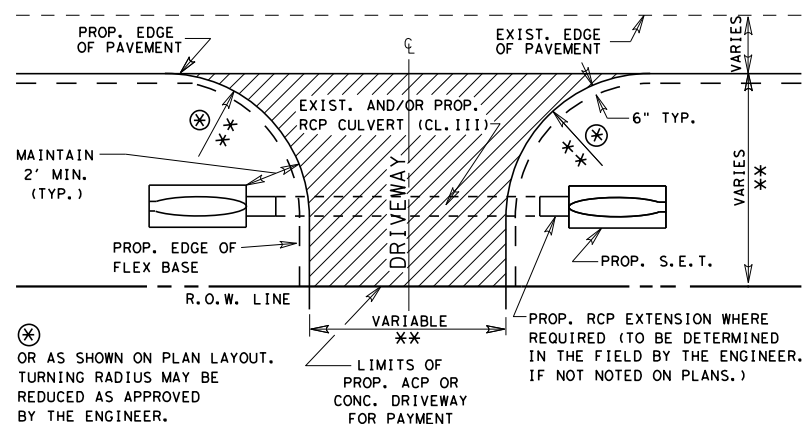
TYPICAL CONCRETE DRIVEWAY SECTION

N.T.S.

CONC. SHALL BE SAW CUT TO THE LIMITS OF REMOVAL WHERE APPLICABLE.

PROP./FUTURE SIDEWALK CROSSING LOCATION UNLESS SHOWN ELSEWHERE ON P&P SHEETS. SEE P&P SHEETS FOR PROP. SIDEWALK LOCATION IF SIDEWALKS ARE INCLUDED AS PART OF PROJECT. REFER TO STATE STANDARDS - PEDESTRIAN FACILITIES - FOR ADDITIONAL REQUIREMENTS.

PRIVATE AND COMMERCIAL DRIVES WITHOUT CURB & GUTTER

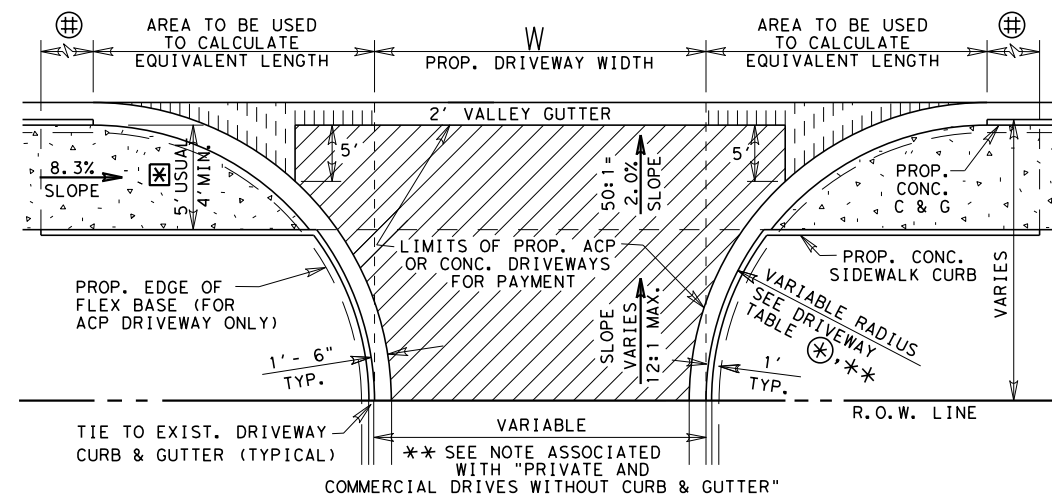


⊗ OR AS SHOWN ON PLAN LAYOUT. TURNING RADIUS MAY BE REDUCED AS APPROVED BY THE ENGINEER.

PLAN OF PRIVATE AND COMMERCIAL DRIVES

** FOR PRIVATE RESIDENTIAL DRIVES, TRY TO MATCH EXISTING WITH A MINIMUM WIDTH OF 12 FT. AND A MAXIMUM WIDTH OF 24 FT. WITH 15 FT. USUAL RADIUS. FOR COMMERCIAL DRIVES, USE ABOVE COMMERCIAL DRIVEWAY DETAILS.

PRIVATE AND COMMERCIAL DRIVES WITH CURB & GUTTER



PLAN OF PRIVATE AND COMMERCIAL DRIVES
SEE P&P SHEETS FOR LOCATIONS OF DRIVES
N.T.S.

⊗ PROP./FUTURE CONC. SIDEWALK LOCATION UNLESS SHOWN ELSEWHERE ON P&P SHEETS. REFER TO STATE STANDARDS - PEDESTRIAN FACILITIES - FOR ADDITIONAL REQUIREMENTS.

⊕ LIMITS OF SLOPE FOR PROP. CONC. CURB BASED ON 8.3% SLOPE FOR SIDEWALK

LF EQUIVALENT TABLE FOR PAYMENT LIMITS OF 2' VALLEY GUTTER

LF OF VALLEY GUTTER= W + X1 + X2	
WHERE X1 AND X2 MAY VARY DEPENDING ON RADIUS	
Prop. Driveway Radius	X1 or X2 (Sq Ft Area / 2') Equivalent LF Length
5'	1
8'	2
10'	4
12'	6
15'	9
18'	12
20'	15
22'	18
25'	24
28'	30
30'	34

SEE DRIVEWAY TABLE FOR LIMITS OF LAID DOWN CURB TO BE PAID FOR AS CURB AND GUTTER

DRIVEWAY TYPES

TY PB-1

EXIST. PRIVATE OR COMMERCIAL DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 4" NEW AND/OR SALVAGE FLEX. BASE, PRIMED AND SURFACED WITH 114#/SY ACP.

CONCRETE (RESIDENTIAL)

EXIST. PRIVATE DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 4" CONCRETE. TO BE PAID FOR BY THE SQ. YD.

CONCRETE (COMMERCIAL)

EXIST. BUSINESS DRIVEWAYS TO BE CONSTRUCTED AS SHOWN WITH 6" CONCRETE. TO BE PAID FOR BY THE SQ. YD.

© TxDOT 2014

PHARR DISTRICT STANDARD



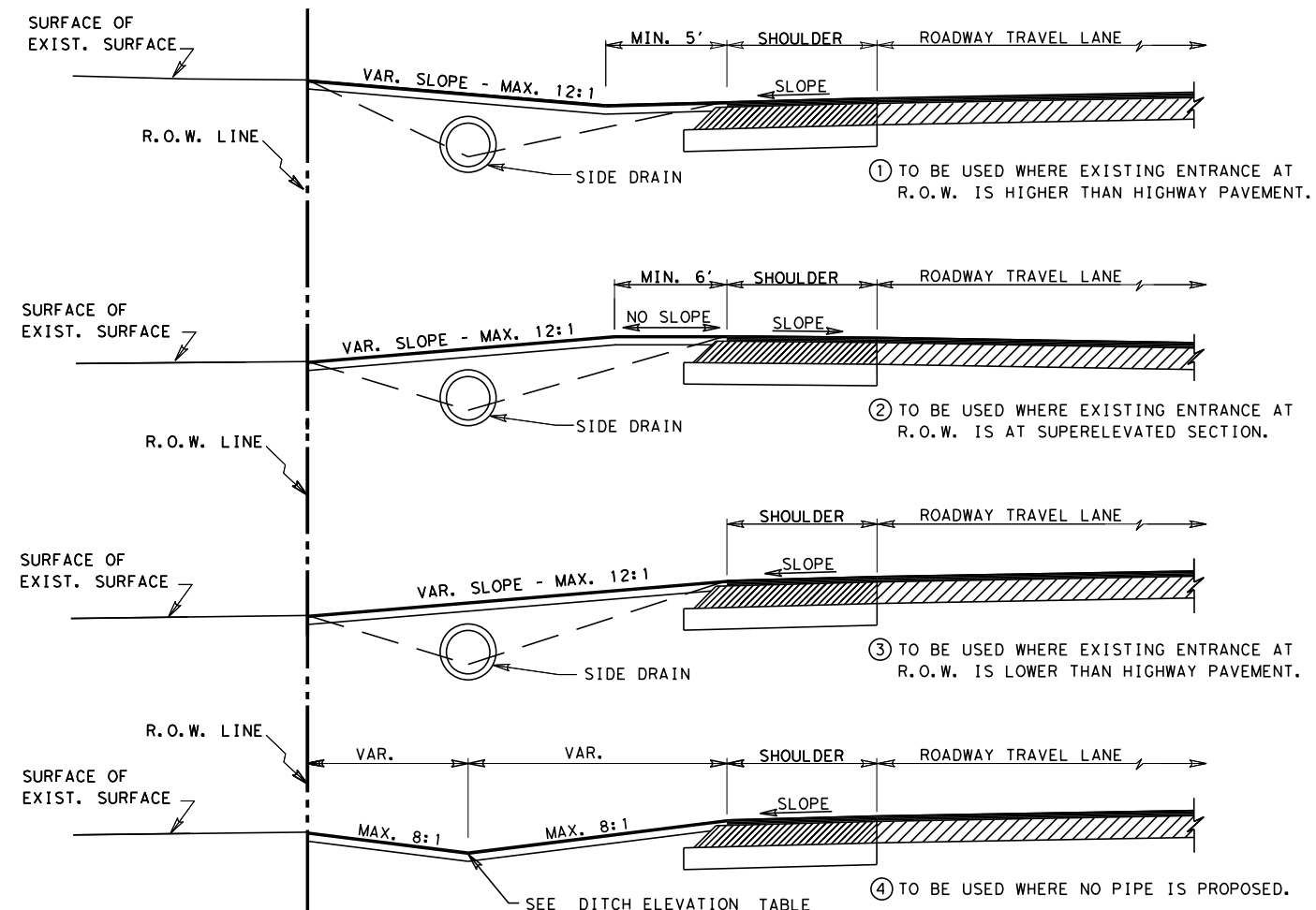
TEXAS DEPARTMENT OF TRANSPORTATION

DRIVEWAY DETAILS PRIVATE (RESIDENTIAL-COMMERCIAL)

REV. 01/15

DRIVEWAY2.DGN

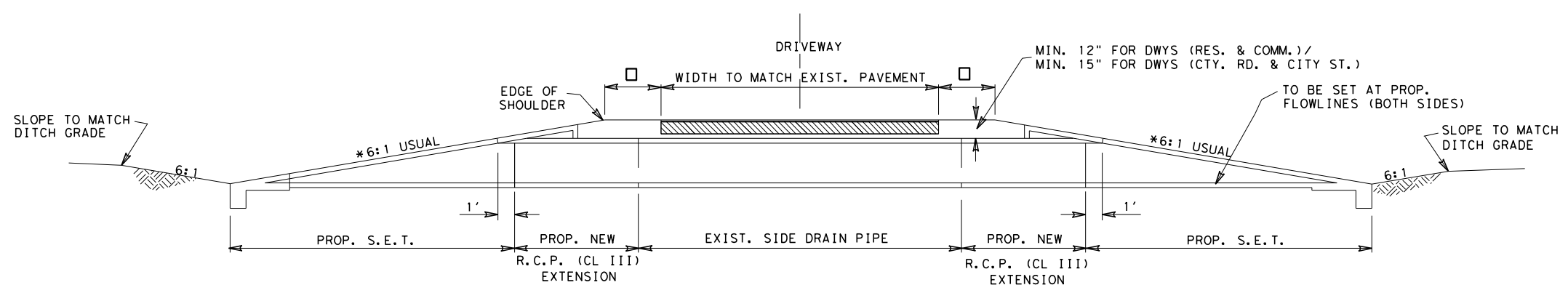
FED. RD. DIV. NO.	PROJECT NO.		FILE NO.			SHEET NO.
6						3
STATE	STATE DIST. NO.	COUNTY	CONT.	SECT.	JOB	HIGHWAY NO.
TEXAS	21	HIDALGO	0220	01	023, ETC	US 281



TYPICAL ENTRANCE PROFILE FOR DRIVEWAYS W/OUT C&G


NOTES:

- ALL ENTRANCES CONSTRUCTED ON THIS PROJECT ARE SUBJECT TO CONCURRENCE WITH EXISTING GOVERNING REGULATIONS AS SET OUT BY THE STATE HIGHWAY COMMISSION.
- ENTRANCE'S BASE AND SURFACING MAY BE EXTENDED BEYOND R.O.W. LINE AS REQUIRED TO MEET EXISTING GRADE IN A SATISFACTORY MANNER OF WHICH NO STEEPER THAN 12:1 SLOPE WILL BE CONSTRUCTED.
- ALL FLEXIBLE BASE USED FOR PRIVATE DRIVES & COMMERCIAL DRIVES WILL NOT REQUIRE LIME TREATMENT.
- EXACT LOCATIONS, DIMENSIONS, AND TYPE TO BE ESTABLISHED DURING CONSTRUCTION BY THE ENGINEER.
- PROP. WIDTH OF DRIVEWAYS TO MATCH EXISTING WIDTH AT R.O.W. LINE.
- 114 #/SY ACP (COMPACTED) IS EQUAL TO 1 IN. DEPTH.
171 #/SY ACP (COMPACTED) IS EQUAL TO 1 1/2 IN. DEPTH.
- SIDE DRAINS TO BE INSTALLED WHERE ROADWAY DITCH DRAINAGE IS NECESSARY, AS INDICATED ON PLANS AND/OR AS DIRECTED BY THE ENGINEER.
- SIDE DRAINS TO BE INSTALLED WITH A MINIMUM OF 12" COVER BY PROPOSED RESIDENTIAL & COMMERCIAL MATERIAL OR 15" COVER OF PROPOSED COUNTY RD. & CITY STREET ROADWAY MATERIAL.
- AVERAGE DIMENSIONS SHOWN ON TABLE OF DRIVEWAYS ARE FOR ESTIMATING PURPOSES ONLY.
- THE RATE OF PRIME SHALL BE 0.10 GAL/SY FOR PRIVATE AND/OR COMMERCIAL DRIVEWAYS AND 0.20 GAL/SY FOR PUBLIC DRIVEWAYS.



- - 1' MIN. ON DRIVEWAYS (RES. & COMM.)
2' MIN. ON DRIVEWAYS (COUNTY RD. & CITY ST.)
- * - 6:1 SLOPE USUAL
UNLESS OTHERWISE NOTED ON PLANS

© TxDOT 2005 PHARR DISTRICT STANDARD



TEXAS DEPARTMENT OF TRANSPORTATION

DRIVEWAY PROFILE DETAILS

REV. 7/13

DRIVEWAY1.DGN

FED. RD. DIST. NO. 6		STATE AID PROJECT NO.		FILE NO.		SHEET NO. 4	
STATE TEXAS	STATE DIST. NO. 21	COUNTY HIDALGO	CONT. 0220	SECT. 01	JOB 023, ETC	HIGHWAY NO. US 281	



Would require existng driveway be cut in half, reducing ingress/ egress to single truck. In addition, replacement of new concrete drive would be unaccomplishable due to 24hour receipt of trucks. Tractors clear radius but trailers rear axles would not.



SANTEX
TRUCK CENTERS
NEW-USED TRUCKS
7115 S. CAGE BLVD. PHOENIX 951.961.4661

PARTS & SERVICE
ALL MAKES

SWIFT



This Page
Intentionally
Left Blank

Item 3D

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u> X </u>	AGENDA ITEM	<u> 3D </u>
PLANNING COMMITTEE	<u> </u>	DATE SUBMITTED	<u> 06/19/17 </u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u> 06/27/17 </u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: **RESOLUTION 2017-63 – APPROVAL OF PURCHASE OF AN ENTERPRISE LICENSE, INCLUDING DATA HOSTING SERVICES, FROM BENTLEY SYSTEMS, INC. FOR PROJECTWISE SOFTWARE FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No

Consideration and Approval of acquiring enterprise license for operation of ProjectWise software by Bentley Systems, Inc. which is the project development file repository that the Authority extends to its various contractors and oversight partners (e.g. TxDOT).
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: X Yes No N/A
5. Staff Recommendation: **Motion to approve Resolution 2017-63 Approval of purchase of an enterprise license, including data hosting services, from Bentley Systems, Inc. for ProjectWise Software for the Hidalgo County Regional Mobility Authority as presented.**
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
11. Chief Development Engineer's Recommendation: X Approved Disapproved X None
12. Chief Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: X Approved Disapproved None



Memorandum

To: S. David Deanda, Chairman

From: Eric Davila, PE, PMP, CFM Chief Development Engineer

Date: June 19, 2017

Re: **2017-63 Approval of purchase of an enterprise license, including data hosting services, from Bentley Systems, Inc. for ProjectWise Software for the Hidalgo County Regional Mobility Authority**

Background

ProjectWise is a software suite that includes hosted cloud server and desktop software which integrates into Microsoft Office and MicroStation for generating, saving, and controlling versioning of project files generated by all the contractors doing business with the Authority. The Program Manager initiated project controls using ProjectWise for: contract administration, deadline submittals, and review comments. The system brought with it improved efficiencies and collaboration during design phases by allowing various firms to become response for their content, but also collaborate (share) their work products with each other to assure seamless tie-ins between plan packages.

The Authority has a continued interest in coordinating environmental, surveying, engineering, and construction management with ProjectWise. As shown on Attachment 1 to this memo, there is a high utilization rate of ProjectWise by the top Arch/Eng/Constr firms as well as adoption from over 50% of State Department of Transportation (DOT's)—of which TxDOT is a significant user of this system since it integrates into MicroStation CAD files that are the standard for transportation infrastructure projects.

Goal

In order for the Authority assume control of the services previously managed by an external Program Manager and to continue to provide design and construction teams access to ongoing filing systems—the Authority contacted Bentley Systems, Inc. to prepare a quote so that the Authority may implement and provide these capabilities.

Staff has received a proposal (see attached documentation to the resolution) with Bentley Systems, Inc. of which the fee breaks out into a yearly subscription fee (\$35,650.00) and a onetime set-up/migration/training fee (\$14,350.00) for a total for this year of \$50,000.00.

Options

The Board of Directors may opt to not approve the software subscription services, but it may prove disruptive to find an alternative implementation given proximity to 365 TOLL letting date.

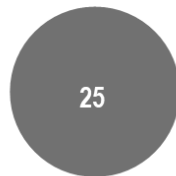
Recommendation

Based on review by this department, **we recommend approval of 2017-63 Approval of purchase of an enterprise license, including data hosting services, from Bentley Systems, Inc. for ProjectWise Software for the Hidalgo County Regional Mobility Authority.**

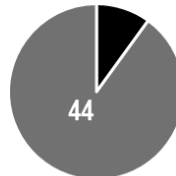
Please advise if you have any questions or require additional information.

Attachment 1 – ProjectWise – The Industry Standard

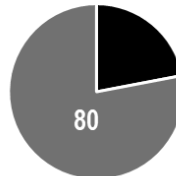
ENR Top 25
Design Firms



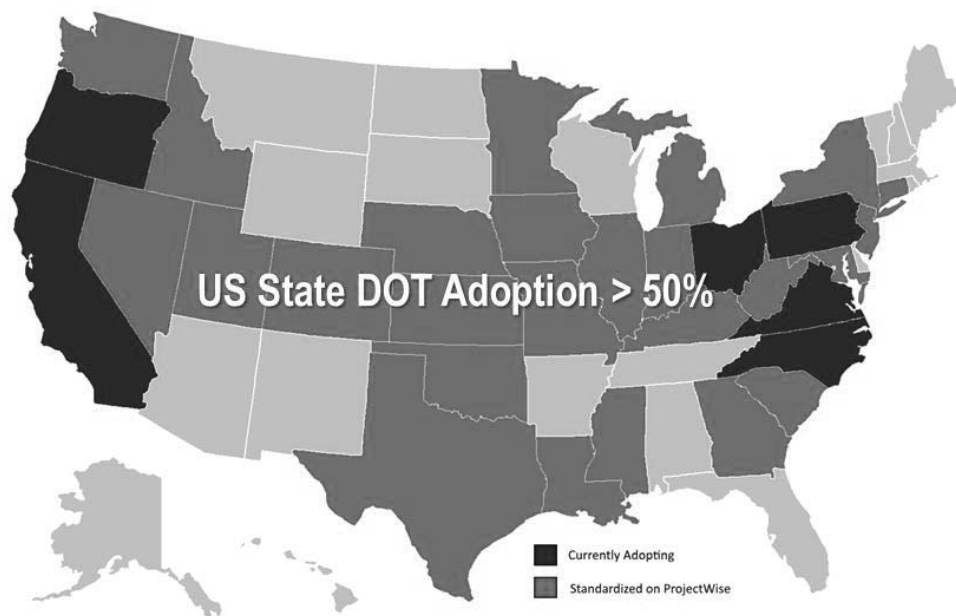
ENR Top 50
Design Firms



ENR Top 100
Design Firms



■ ProjectWise Usage



HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2017-63

APPROVAL OF PURCHASE OF AN ENTERPRISE LICENSE, INCLUDING DATA HOSTING SERVICES, FROM BENTLEY SYSTEMS, INC. FOR PROJECTWISE SOFTWARE FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY.

THIS RESOLUTION is adopted this 27th day of June 2017 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 finds it necessary to approve Resolution 2017-63 Approval of purchase of an enterprise license, including data hosting services, from Bentley Systems, Inc. for ProjectWise Software for the Hidalgo County Regional Mobility Authority in the amount of \$50,000.00;

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 Subscription Services Agreement for ProjectWise CONNECT Edition with Bentley Systems, Inc. for use as the Authority's Project Development shared workspace and repository in the amount of \$50,000.00 hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute the Subscription Services Agreement for ProjectWise CONNECT Edition 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 27th day of June 2017, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Rick Perez, Secretary/Treasurer

Exhibit A

Subscription Services Agreement
with
Bentley
Systems, Inc.
for
ProjectWise
CONNECT
Edition

The Bentley logo is positioned in the upper left corner. The background of the entire page is a grayscale photograph of a cable-stayed bridge, viewed from a low angle looking up at the bridge deck and its supporting cables against a cloudy sky.

Bentley®

ProjectWise CONNECT Edition Proposal

Prepared for: Hidalgo County Regional Mobility Authority

June 2, 2017

Hidalgo County Regional Mobility Authority (“Subscriber”) Contact Information

This proposal has been prepared for:

Name: Eric Davila, PE, PMP, CFM
Title: Chief Development Engineer
Address: 118 S Cage Boulevard, 4th Floor
Pharr, TX 78577
Telephone: 956 402 4762
Email: eric.davila@hcrma.net

Bentley Contact Information

Your primary point of contact in relation to this proposal is:

Name: Kathy Cotillo
Title: Commercial Accounts – Manager
Telephone: 610 321 6490
Email: kathy.cotillo@bentley.com

Non-disclosure

The information contained in this document is confidential and is submitted by Bentley Systems, Incorporated or one of its direct or indirect wholly owned subsidiaries (“Bentley”) on the basis that the Subscriber will use it solely for the purposes of evaluating the Bentley proposal. The Subscriber may permit those of its employees, advisers and agents having a need to know the contents of this proposal to have access to such contents, but shall ensure that such employees, advisers and agents are bound by the Subscriber’s obligation to keep it confidential. Subject to that, the contents may not be disclosed in whole or in part to any third party without the prior express written consent of Bentley. The Subscriber’s acceptance of these obligations shall be indicated by the Subscriber’s use of any of the information contained in this document.

Copyright

© Bentley Systems, Incorporated, 2017. All rights reserved. Other than for the purpose of evaluation, as set out under “Non-disclosure” above, no part of this document may be reproduced, stored or transmitted in any form without the prior written permission of Bentley Systems, Incorporated.

Bentley, the “B” Bentley logo, MicroStation, ProjectWise, and SELECT are either registered or unregistered trademarks or service marks of Bentley Systems, Incorporated or one of its direct or indirect wholly owned subsidiaries. All other brands and product names are trademarks of their respective owners.

1. Executive Summary

This proposal is for the provision, configuration and user coaching to implement Bentley's industry leading project collaboration software - ProjectWise CONNECT Edition. As shown in Figure 1, Bentley will provide the technology, processes and people so that Hidalgo County Regional Mobility Authority will be able to improve operations and reduce errors by implementing ProjectWise CONNECT Edition as its secure, Common Data Environment, creating a single source of truth to house all forms of engineering content and project documentation. Furthermore, by implementing the key features and capabilities of ProjectWise, Hidalgo County Regional Mobility Authority will be able to support both organizational and client standards, provide secure and auditable supply chain communications, manage office-site-field workflows and aid in real-time collaboration between all offices, employees, and external clients, for an affordable annual fee.

The ProjectWise CONNECT Edition solution will provide Hidalgo County Regional Mobility Authority with an integrated suite of desktop, server software and cloud services tools enabling:

- Design Worksharing & Review
- Content Publishing
- Project Sharing Services
- Transmittal/Submittal workflows via Deliverables Management
- BIM Review for office-field-site collaboration
- Project Insights via interactive Dashboards & Key Performance Indicators

These features each play a part in uniquely addressing the needs of all of Hidalgo County Regional Mobility Authority's connected stakeholders throughout the life cycle of each project.

Bentley will provision the proposed solution within a Microsoft Azure data center, providing Hidalgo County Regional Mobility Authority a choice of location to best suit its geographic needs. We will also provide defined software configuration, user coaching and initial support to enable Hidalgo County Regional Mobility Authority's successful adoption of ProjectWise. By leveraging the power of Microsoft Azure and Bentley MANAGEServices, hardware procurement and resource allocation costs as well as administrative burdens associated with system upgrades and maintenance are no longer necessary. The solution also includes disaster recovery, backups, and system redundancy as stated in the Service Legal Agreement (SLA) included with this proposal. This will enable Hidalgo County Regional Mobility Authority to realize significant reduction in cost associated with delivering and managing traditional on-premise server hardware, operating system support and compatibility, as well as database licensing and maintenance fees.

This solution, combined with leading levels of support, will enable Hidalgo County Regional Mobility Authority to deliver secure, consistent and efficient service to its users. It is scalable and capable of meeting Hidalgo County Regional Mobility Authority's current and future business requirements.

Bentley's focus will be to deliver operational excellence, enabling Hidalgo County Regional Mobility Authority to focus on its users and customers. We are committed to working with Hidalgo County Regional Mobility Authority on this project and to helping Hidalgo County Regional Mobility Authority achieve its business objectives by leveraging information technology, learning and best practices. We believe this makes Bentley the ideal partner for Hidalgo County Regional Mobility Authority both now and for the future.

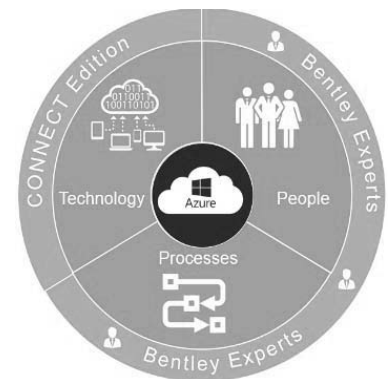


Figure 1 – ProjectWise CONNECT Edition provides the technology, processes and people to deliver a single source of truth for project documentation

2. Solution Overview

The proposed solution provides Hidalgo County Regional Mobility Authority with ProjectWise CONNECT Edition deployed within a Microsoft Azure data center, combined with the Bentley Professional Services required to configure the software to industry standards and coaching Hidalgo County Regional Mobility Authority's key users.

2.1 Choice of Deployment Location

The ProjectWise CONNECT Edition solution will be deployed into a single, Bentley approved Microsoft Azure data center location which can be chosen to suit the geographical requirements of Hidalgo County Regional Mobility Authority. As shown in Figure 2, Hidalgo County Regional Mobility Authority can choose a single data center from the following locations:



Data Center Locations:

- US East
- UK South
- India West
- Southeast Asia
- Australia East

Figure 2 – Bentley uses Microsoft Azure Data Center locations worldwide to provide the geographical coverage our users require

Based on the conversations held to date, Bentley will deploy the proposed solution in the US East data center.

The ProjectWise CONNECTION Services will be provisioned from the Bentley Cloud Services Environment located in the geographical region listed below:

- US East

2.1.1 Security, Data Governance and Compliance

Bentley are committed to cloud security, data privacy and governance, and compliance. The data centers in which the proposed solution will be deployed, along with the ProjectWise Cloud Services locations are SOC-2 certified. Our information security management policies are certified to ISO-27001 standards and our processes are aligned with Information Technology Infrastructure Library (ITIL) best practices for IT services management. For all users of Bentley cloud provisioned services, data is fully backed up and can be restored with the recovery time objective (RTO) and recovery point objective (RPO) specified in our robust service level agreement (SLA). Further information regarding our cloud security credentials can be found here: <https://www.bentley.com/en/trust-center>

2.2 Proven Architecture delivered to robust SLA

The diagram shown in figure 3 illustrates the standard system architecture that will be deployed within the Bentley data center. To enable Hidalgo County Regional Mobility Authority to utilize the power of ProjectWise CONNECT Edition, Bentley will provision the ProjectWise software on a standard environment which includes Design Integration Server, SQL Database Server and i-model Composition Server along with up to 4 TB of project data storage. ProjectWise is not a data archive service. This configuration has been designed based on Bentley's extensive knowledge and experience of delivering performant, secure and reliable solutions to users worldwide.

To enable Hidalgo County Regional Mobility Authority to deliver ProjectWise to their users, the proposed solution includes unlimited Caching Server licenses, allowing remote offices to enjoy the same performance as those located in the primary office. ProjectWise Design Integration project and user data, hosted by Bentley, will be maintained within the same geographical region. This includes all back-ups and disaster recovery instances.

These cloud provisioned services include the infrastructure and 24x7 help desk support backed by a robust Service Level Agreement (SLA) that guarantees 99.9% service availability, eliminating the need for Hidalgo County Regional Mobility Authority to build, operate and maintain your own IT infrastructure and thereby reducing overhead costs and implementation time.

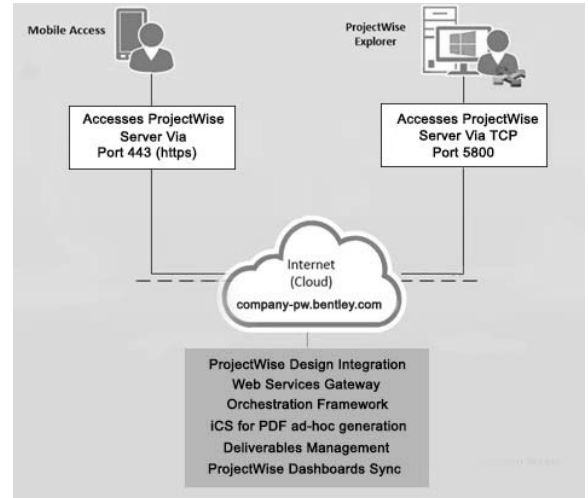


Figure 3 – The defined architecture enables users to maximize the value of ProjectWise and easily collaborate with users in the office and in the field

2.3 Bentley Professional Services

2.3.1 Implementation and Configuration Services

This proposal includes the implementation of the cloud environment in the chosen Microsoft Azure data center. Bentley will stand up, install and configure the ProjectWise CONNECT Edition software within fifteen working days of acceptance of a signed purchase order, the Fully Qualified Domain Name (FQDN), confirmation of data center location and pre-requisite information (as stated in Appendix B) from Hidalgo County Regional Mobility Authority.

The ProjectWise system will be configured as defined in Appendix B of this proposal. This configuration has been designed based on Bentley's extensive knowledge and experience of delivering ProjectWise solutions to users worldwide to enable Hidalgo County Regional Mobility Authority to quickly and easily apply ProjectWise to their project requirements. If Hidalgo County Regional Mobility Authority require any further configuration specific to project requirements, Bentley will provide this under a separate proposal.

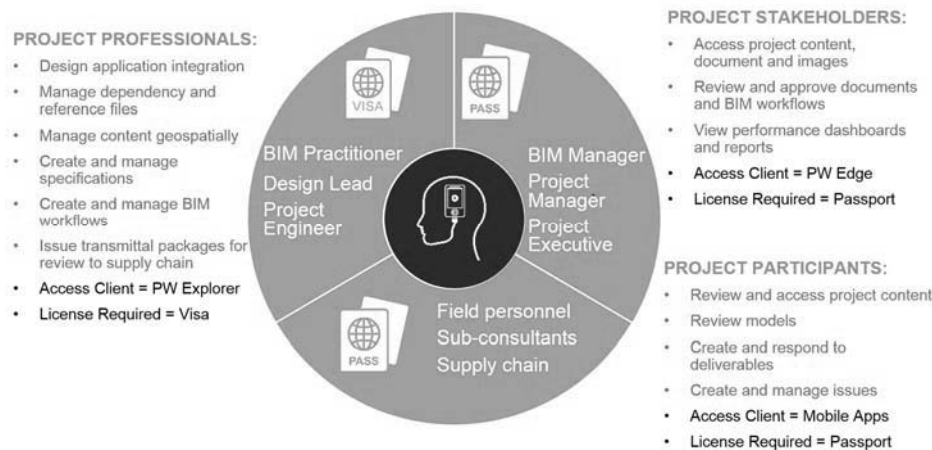
2.3.2 Ongoing Support Services

Included within the ProjectWise CONNECT Edition subscription fee, Bentley will deliver the ongoing support services described in Appendix A of this proposal. These services will continue to deliver support and guidance to Hidalgo County Regional Mobility Authority throughout the duration of the subscription term.

3. Commercial Terms

3.1 ProjectWise Licenses

Every authenticated Hidalgo County Regional Mobility Authority user accessing the ProjectWise CONNECT Edition solution will require either a Visa or Passport. As shown in the diagram below, users who work with CAD applications integrated with ProjectWise, are Administrators, or create and manage workflows will consume a Visa. All other users who review ProjectWise data, will typically consume a Bentley CONNECTIONS Passport.



3.2 Standard Subscription Fees

The ProjectWise CONNECT Edition solution provides Hidalgo County Regional Mobility Authority with the ability to consume up to fifty-five visas, or the equivalent number of Visa and Passport up to the same value. Any additional usage over this subscription fee will be charged at the appropriate rate shown in the table below.

3.2.1 ProjectWise Design Integration Visa and BIM Review Visa

Standard Quarterly Subscription Fees for ProjectWise Design Integration and BIM Review Visas		
Number of Users		Visa Fee (USD)
From	To	
1	250	\$180
251	500	\$160
501	1,000	\$140
1,001	2,000	\$120
2,001	5,000	\$100
5,001	10,000	\$80
10,001	100,000	\$60

- Visa Subscription Fees are calculated based on the Progressive Pricing method, i.e. each Visa is priced according to the bracket in which it falls. The total cost of Visas required is calculated by summing the cost of Visas within each bracket. For example, if 300 Design Integration Visas are required the total cost of Visas will be equal to: (250*\$180) + (50*\$160).
- The ProjectWise Design Integration Visa and BIM Review Visa are currently provided as a single price bundle for users. During the Subscription Period, Bentley will charge for either a ProjectWise Design Integration Visa or a BIM Review Visa per user if those capabilities are consumed, not both.
- Visa prices are valid for the initial subscription period only, and Bentley reserves the right to adjust prices for any renewal term.

3.2.2 Bentley CONNECTIONS Passport

Standard Bentley CONNECTIONS Passport Subscription Fees	Quarterly
USD Pricing	\$32

Bentley CONNECTIONS Passports are calculated on the actual number of Passports consumed during each quarter. Passport prices are valid for the initial subscription period only, and Bentley reserves the right to adjust prices for any renewal term.

3.3 Quarterly Subscription Usage Calculation

At the end of each three calendar month period, which shall always begin on the 1st of a calendar month (a “Quarter”), the Hidalgo County Regional Mobility Authority’s gross Quarterly Subscription usage shall be calculated based on the actual number of Visas and Passports which have accessed the Hidalgo County Regional Mobility Authority’s ProjectWise solution during that Quarter. Bentley shall then apply any applicable discounts, and the resulting value shall be Hidalgo County Regional Mobility Authority’s Quarterly Subscription Fee. This Quarterly Subscription Fee will then be deducted from the Initial CSS Payment balance and a quarterly usage statement issued to Hidalgo County Regional Mobility Authority.

The Subscriber’s Quarterly Subscription Fee may never decrease below a minimum of \$8,912 USD or local currency equivalent, per quarter after any discounts have been applied.

3.4 Bentley Cloud Services Subscription (CSS)

The Bentley Cloud Services Subscription, is a subscription program that greatly simplifies the administration of the following eligible CSS Services:

- Visas & Passports
- CONNECT Edition Cloud Services
- Managed Services Success Plans
- Quarterly Term Licenses

The Bentley Cloud Services Subscription program delivers predictability to Hidalgo County Regional Mobility Authority’s annual budgeting. Bentley will work with Hidalgo County Regional Mobility Authority to understand anticipated needs and set the initial CSS Payment at an agreed value. In accordance with the terms of Exhibit CS to the SELECT Program Agreement, the Fees for an Eligible CSS Service, less any applicable CSS Discount, is deducted against the CSS balance.

The Cloud Services Subscription Discount shown in the CSS Order Form is not applicable to the subscription fees shown in this proposal until Hidalgo County Regional Mobility Authority start consuming more than the initial CSS Payment of \$35,650 or actual usage exceeds the equivalent value of 55 Design Integration Visas as shown in Section 3.6. Once the initial CSS payment has been consumed or actual usage exceeds, then any applicable Cloud Services Subscription Discount will be applied to the Quarterly usage statement.

3.5 Subscription Term

The initial term of the ProjectWise CONNECT Edition Subscription shall be one (1) year in duration. Thereafter, the ProjectWise CONNECT Edition Subscription shall automatically renew for subsequent subscription periods of one (1) year, unless you or Bentley gives the other party written notice of its election to not renew at least thirty (30) days prior to expiration of the then- current subscription period.

3.6 Hidalgo County Regional Mobility Authority Total Costs

3.6.1 ProjectWise CONNECT Edition Subscription Fees

Material Description	Quantity	Annual Estimate (USD)
ProjectWise Design Integration Visa Subscription ¹	55	\$39,600
BIM Review Visa Subscription ¹		
Bentley CONNECTIONS Passport Subscription	0	\$0
Total Annual Subscription Fees		\$39,600
Promotional Discount ²		10%
Total Initial CSS Payment³		\$35,650

Notes:

- ¹ ProjectWise Design Integration Visas and BIM Review Visas are calculated based on a progressive pricing method, whereby price is inversely related to the total number of ProjectWise Design Integration Visas.
- ² Promotional Discount shown is valid for first 12-month subscription term only and is not applicable to any subsequent renewals.
- ³ To process the order, Bentley will require a separate purchase order from Hidalgo County Regional Mobility Authority for the value of the CSS Payment shown above as stated in section 4.

3.6.2 Professional Services Fees

The professional services fees shown in the table below are provided on a fixed fee basis to deliver the scope of services detailed within Appendix B of this proposal.

Material Description	Quantity	Annual Fee (USD)
Bentley Professional Services Package (Configuration & Coaching)	1	\$15,940
Total Professional Services Fees		\$15,940
Promotional Discount ²		10%
Total Professional Services Fees³		\$14,350

Notes:

- ¹ All Professional Services provided by this proposal are delivered remotely, if Hidalgo County Regional Mobility Authority request any onsite services Bentley will provide an additional proposal for the services required.
- ² Promotional Discount shown is valid for first 12-month subscription term only and is not applicable to any subsequent renewals.
- ³ To process the order, Bentley will require a separate purchase order from Hidalgo County Regional Mobility Authority for the value of the Professional Services fees shown above as stated in section 4.

4. Terms and Conditions

ProjectWise Design Integration Terms of Use

Performance testing must be undertaken and deemed acceptable by both parties before Bentley will accept a purchase order for cloud provisioned ProjectWise Design Integration. Please refer to:

<https://extranet.projectwiseonline.com/SitePages/ConnectionTests.aspx>

Bentley will perform the work described in this Proposal under the terms and conditions of the Bentley SELECT Program Agreement by and between Bentley and Acme CLA Number 102884097 (collectively hereafter, the “SELECT Agreement”), as supplemented by the terms of the Exhibit F (Bentley Cloud Offerings), as set forth in this proposal. Bentley may take steps as appropriate to update your SELECT Agreement, which may be a prerequisite to the performance of any work hereunder.

Additionally, unless your SELECT Agreement states differently:

- Bentley will invoice as follows:
 - Bentley will invoice the Quarterly Subscription Fee following the end of each Quarter.
- Prices shown on this quotation are not inclusive of applicable taxes. Applicable taxes will be included on invoices. If your account is exempt from standard taxes, please provide supporting documentation with your order.
- Consulting days will be eight hours each. The exact length of the working day will depend upon your countries regulations.
- To keep scheduled project dates, Bentley must schedule resources, etc. If Subscriber reschedules services and notification of a schedule change is received less than two full calendar weeks before the originally scheduled date, Bentley reserves the right to charge, and Subscriber agrees to pay, a rescheduling/cancellation fee of \$500 USD (or local currency equivalent) per scheduled person day plus any non-refundable reasonable expenses resulting from such changes will be charged. To minimize any such charges, please advise Bentley of any changes as soon as possible.
- The parties agree that if there are any additional or different terms or conditions appearing on any purchase order(s) issued to Bentley by your organization after the date of this proposal, any such additional or different purchase order terms or conditions shall not apply to the products and services described in this proposal, even if Bentley executes the purchase order and/or even if Bentley processes the order. For any of your organization’s additional or different terms or conditions to be binding on the parties (whether appearing on a purchase order or otherwise), the parties agree to implement any such additional or different terms or conditions via a separate written agreement only; otherwise no such terms and conditions shall apply to the project described in this proposal. In any event, the parties agree that at all times the applicable SELECT Agreement, as well as the terms and conditions of this proposal, shall always take precedence over any and all other documents that may pertain to this transaction, specifically including, without limitation, any terms and conditions accompanying your organization’s purchase order(s), whether accepted by Bentley or not in accordance with this paragraph.
- The Scope of Services in this proposal is based upon Bentley’s standard definition. Circumstances not contained in this information, or otherwise unknown to Bentley, may require an addition to the proposed scope of services. Moreover, any additional work that you may engage Bentley to execute will be subject to either a separate proposal or change control, and pricing where any discounts offered herein may not be available irrespective of whether it is completely new work or related to works delivered on the basis of this proposal.

Pricing, terms, and conditions of this proposal are valid for 30 days from the submittal date of this document. After this time, this proposal becomes null and void and will not be accepted by Bentley as a contractual document. To avoid delays in processing, please ensure the purchase order is signed, references the Bentley SELECT Program Agreement or any other contractual agreement in place, the "Bill To" address is complete and payment terms are of Net 30 Days. Credit terms are subject to approval by Bentley's credit department.

4.1 Acceptance

To accept this proposal, please send an executed copy to the Bentley Contact provided on page 2.

If you would like us to bill this proposal against a purchase order, please indicate the purchase order numbers for the CSS Payment and Professional Services Fees below and attach a copy of both with your signed acceptance of this proposal.

☐ **Purchase Order Required.** Please bill against Purchase Orders as shown in the table below:

Solution Component	Fee Type	Stated Value	Issued By Bentley Entity	Hidalgo County Regional Mobility Authority PO Number
Initial CSS Payment	Subscription	\$35,650 (provided in section 3)	Bentley Systems, Incorporated 685 Stockton Drive Exton, PA 19341	
Professional Services	Fixed Fee	\$14,350 (provided in section 3)		

☐ **Purchase order is not required.** We will accept Bentley's invoice on the basis of this signed proposal.

Company Name: Hidalgo County Regional Mobility Authority Date: _____

Signature: _____ Bill To: _____

Printed Name: _____ Ship To: _____

Printed Title: _____ Bentley Opportunity: 30530053

Proposal Title: ProjectWise CONNECT Edition Proposal

Appendix A: ProjectWise Standard Support Services

This section describes the standard services that are included within the software product subscription fees in order to support Hidalgo County Regional Mobility Authority's ProjectWise Design Integration environment.

1.1 Operation and Support

Bentley ensures that the cloud provisioned services are available and operating according to the ProjectWise CONNECT Edition Service Level Agreement (SLA) described in this proposal. The MANAGEServices team ensure that the ProjectWise CONNECT Edition cloud environment is running with sufficient capacity, performance and responsiveness to meet the stated SLA. We manage software upgrades and ensure Hidalgo County Regional Mobility Authority have the most up-to-date version of our software. Our Bentley network and data security experts ensure that your data is protected and safe-guarded in-line with our security credentials.

In addition to the above, there are some specific Operation and Support activities related to ProjectWise CONNECT Edition that are the responsibility of Bentley or Hidalgo County Regional Mobility Authority, respectively as detailed below:

1.1.1 Bentley Responsibilities

Updates/Upgrades and Release Management

Bentley will ensure that Hidalgo County Regional Mobility Authority have the latest updates and upgrades applied to their solution unless otherwise agreed. The Bentley team will schedule any required outages for software updates and upgrades. The schedule for minor updates will be published thirty (30) days in advance and are expected to align with General Maintenance weekends (see Availability Commitment in Appendix C: Service Level Agreement). Major software upgrade schedules will be coordinated with Hidalgo County Regional Mobility Authority to minimize impact on project workflows, but must occur within the software support window as defined in Section 2.03 of the SELECT Agreement.

Configuration Management

Formal Configuration Management processes are followed by Bentley in respect to the hardware and software environment. A systems register will be updated and appropriately version controlled to describe all changes to the system commencing at initial provisioning.

Service Desk and Technical Support Services

Bentley delivers technical support services as defined in the SELECT Agreement. The Bentley Service Desk will manage all incident and problem management processes. For all support calls, the nature of the incident will be assessed and forwarded to the appropriate Service Team who will then confirm the severity, priority and criticality of the incident in accordance with Bentley's standard Incident Management process defined in Appendix C: Service Level Agreement that forms part of this proposal.

The Service Desk will be the owner of all calls and will be responsible for the resolution, reporting and closure of any calls raised. They will contact the originator of the call and agree satisfactory resolution and call closure.

1.1.2 Hidalgo County Regional Mobility Authority's Responsibilities

On-premises Infrastructure Configuration

Hidalgo County Regional Mobility Authority is responsible for maintaining the necessary on-premises infrastructure and network configuration to allow Hidalgo County Regional Mobility Authority users to access ProjectWise CONNECT Edition. Necessary configuration includes:

- Providing appropriate licenses for all on-premise operating systems and desktop applications.
Note: This ProjectWise CONNECT Edition proposal does not include licenses for any of the Bentley desktop design applications.
- Network connectivity from Hidalgo County Regional Mobility Authority's on-premise computers to the Internet including appropriate firewall settings for ProjectWise client software.
- Hidalgo County Regional Mobility Authority personnel installing ProjectWise Caching Servers or client software must have administrative rights to the computer where the software is being installed.

User Administration

Provisioning of access credentials for any new user rests with the Hidalgo County Regional Mobility Authority's ProjectWise Administrator(s) who will be responsible for ensuring:

- Appropriate user privileges are assigned, including when roles change
- Users are end-dated or deleted as required

On-going Project Administration

During the execution of work-in-progress design integration and work-sharing, there are project-level administrative tasks that are best completed by Hidalgo County Regional Mobility Authority's ProjectWise Administrator(s) most familiar with the project requirements. Some examples of this administration include:

- Create/provision new projects
- Create, modify or delete project sub-folders
- Manage User Group membership
- Update project Access Control settings
- Change standard workflows and states
- Deploy and configure additional desktops/users
- Deploy and configure additional on-premise ProjectWise Caching Servers

First-level Support Activities for Hidalgo County Regional Mobility Authority's End-users

Hidalgo County Regional Mobility Authority's super-users are responsible for providing first-level support services for end-users. These first-level support activities include:

- Communicating Hidalgo County Regional Mobility Authority's work-processes to Hidalgo County Regional Mobility Authority staff
- Addressing frequently asked questions
- Announcements
- Documenting and routing of calls to the Bentley Service Desk

1.2 General Assumptions, Limitations, Exclusions and Constraints

The following conditions are not included in the Scope of Services described in this proposal and if required by Hidalgo County Regional Mobility Authority, will require additional services:

- Migration of ProjectWise customizations or back-office system integrations including database stored procedures or triggers
- Migration of project data from an existing datasource
- Modifying the ProjectWise database schema is out of scope of this proposal
- The creation of scripts for automating installation of client software is outside the scope of this proposal but can be provided through a separate services proposal.
- Provision of pre-requisite information for Hidalgo County Regional Mobility Authority configuration (see Appendix B, Section 1.1)

1.3 Support Services Overview

The following table describes the standard support services provided by Bentley for the solution.

Operations Management	
Proactive Monitoring	Infrastructure Monitoring including system availability (system health, access, node availability), hardware (CPU, Disk Queue, storage availability, etc.) and software performance to provide proactive scaling and necessary load balancing.
Reporting	SELECT Server reporting is available for both cloud provisioned and on-premises deployments.
SLA Tracking / Management	A continuous improvement process used to track the SLA for Bentley to improve the services provided to users. A collection of data from a number of monitoring points throughout the network and servers allows Bentley to monitor performance and fine tune the system for optimal performance. This includes recording and historical tracking of performance management in support of the SLA.
Maintain Systems Performance	Bentley provides a Service Level Agreement (SLA) to guarantee uptime. Bentley data centers are resilient with diversely routed power supplies both into and within the data centers and all network connectivity utilizes two distinct Tier 1 ISPs. Performance monitoring includes software actions (automation job status, orchestration actions, etc.), and hardware performance.
Troubleshoot Server Issues	The Bentley Service Desk troubleshoots server issues through to resolution. With a SLA in place it is Bentley's responsibility to maintain and troubleshoot server issues. This minimizes the risk of long outages. Bentley technical support remains available to assist the user in troubleshooting on-premises issues under SELECT services.
Disaster Recovery\Business Continuity for high availability systems and if required, backup and restoration of Data	In addition to numerous redundant, high availability systems; backups of the database and file system are conducted on a regular basis, enabling a rapid return to operation with minimal data loss in the event of catastrophic failure, supporting the stated target RTO and RPOs. Off-site backups are also maintained for security. Point in time recovery is available for all services. In the case of a catastrophic failure of multiple components or data centers affecting the production environment, in consultation with the user representative, the disaster recovery plan may be invoked which defines the system restoration process.
Upgrades to Server Operating System Software	Upgrades to new releases are tested and implemented as soon as possible to ensure users always have the most up-to-date versions of the software and can take advantage of innovations as soon as they are released. Operating System upgrades will occur according to a schedule that will be published regularly. Users will be notified in advance for changes outside of that schedule (i.e. emergency).
Change Management	Bentley procedures follow ITIL best practice and ensure that any changes are managed through to conclusion with minimal business impact. The change management framework delivers consistent services, using common language, across the various service line teams and technologies.

Systems Maintenance	System maintenance follows several procedures, including patch management and updates, change management policy, and major release policies. Any required system maintenance will be executed according to a published schedule.
Security Monitoring	Bentley monitors and ensures security in a variety of ways. Commercial antivirus protection, network encryption, routine penetration and vulnerability testing, device hardening, network protection, logging and auditing are all part of our standard security monitoring service.
Data Center Physical Security	Data centers used by Bentley in the provision of our services are guarded and secured by multiple layers of security. These may include security personnel, video surveillance, blast and ram raid protection, key security, multi-level electronic authorization, and security vetting and clearance processes.
Application Management	
System Deployment	Design and implementation of ProjectWise server system, software installation, and datasource creation.
Access & Security Management	Includes user management and user security at the datasource level.
Monitoring	Application Performance Monitoring.
Problems / Incidents	Management and resolution of any problems or incidents that occur within the ProjectWise application.
Updates/Upgrades	Client software installation support that can include support of scripting to automate the delivery of the ProjectWise Explorer Client.
High Availability	High availability only for the ProjectWise Design Integration hosted solution.
Service / Support Desk	
Service Desk for Problems/Incidents	The Bentley Service Desk will provide incident and problem management functions. For all Bentley support calls, the nature of the incident will be assessed and forwarded to the appropriate Service Line Team who will then confirm the severity, priority and criticality of the incident in accordance with the standard Incident Management process.
Service Request Fulfillment	User and datasource creation requests, etc.
System Level Administrative Configurations	Datasource creation and user\group creation and deletion.
Infrastructure Management	
Access & Security	Bentley monitors and manages the access and security of the cloud provisioned infrastructure.
Monitoring	Bentley monitors the infrastructure health.
Problems / Incidents	Bentley monitors, manages and resolves any problems or incidents that occur within cloud provisioned infrastructure.
Patches / Updates	Bentley will apply patches and updates as required.
Capacity Planning	Bentley monitors and manages storage and performance to ensure sufficient capacity for all our cloud provisioned users.
Continuity	Bentley provides business continuity services.
Availability	Bentley monitors and manages the system availability to meet the stated uptime within the SLA.

Implementation	
Server Installations and Configurations	On-Premise installation of server modules is not included in Bentley's proposed service. Bentley will provide Caching Server installation/configuration assistance upon request.
Server/Client Customizations	Customizations are outside of the scope of the standard offering. Bentley will assess whether any requested customization can be supported as an additional service.
Global Project Coaching / Configuration	With many of today's projects extending to many geographies, Bentley will work with the user to determine the best project architecture, and setup initial configuration.
Project Health Checks	Regular checks of system statistics will insure the health of the project. Bentley will use a variety of tools and services to ensure the system stays as healthy as possible and can make best practice recommendations for change.
Adoption Services	As new technology is released and added to the cloud provisioned system, coaching on new features and functionality will be provided as required.
Best Practices Coaching	Bentley will provide best practice coaching on the use and configuration of the systems as required.
Remote Caching Server Configuration	Bentley will configure caching servers for optimal use. This can include pre-population as well as on demand caching.

Appendix B: Professional Services – Configuration and Coaching

1.1 Pre-Requisites required from Hidalgo County Regional Mobility Authority

To enable Bentley to complete the implementation of this solution, Bentley requires some information from Hidalgo County Regional Mobility Authority which will directly affect the delivery of the ProjectWise system to Hidalgo County Regional Mobility Authority. Prior to the start of the implementation, Hidalgo County Regional Mobility Authority will provide the following information in the formats defined below:

- The desired folder structure to be used by Hidalgo County Regional Mobility Authority (delivered as folders in ZIP file format)
- List of primary design applications to be used including specific versions
- A PDF showing the primary Titleblock used in engineering drawings
- Desired attributes for both (1) a standard electronic CAD drawing and a (1) standard non-CAD drawing document.
- A spreadsheet of user names, email addresses, and desired groups to access the ProjectWise system

1.2 Overview

The services delivered by this proposal are organized into the following phases:

- **Deployment** – Installation and configuration activities to provide the ProjectWise Design Integration infrastructure for Hidalgo County Regional Mobility Authority.
- **Operational Hand-Over and System Coaching** – turnover of the system to Hidalgo County Regional Mobility Authority, and focused coaching sessions so transfer knowledge to Hidalgo County Regional Mobility Authority responsible personnel. At the conclusion of this phase, Hidalgo County Regional Mobility Authority and the system are ready to support projects.

1.3 Provisioning

During the Provisioning phase, Bentley will install and configure a cloud based ProjectWise Design Integration environment for Hidalgo County Regional Mobility Authority. The ProjectWise Design Integration environment will consist of:

- ProjectWise Design Integration cloud provisioned infrastructure with high availability and disaster recovery configurations based on the Service Level Agreement documented in this proposal
- Appropriate ProjectWise Design Integration capabilities enabled based on the configuration defined within this proposal
- Access to ProjectWise Cloud Services and assist in the installation of Caching Server software as required by the agreed configuration.

During the Installation and Configuration phase, Bentley will configure ProjectWise Design Integration capabilities as described below. All of the installation, configuration, and coaching activities will be conducted remotely. Additional configuration services beyond what is included in this proposal are considered out of scope and will require a separate proposal to be accepted. Appropriate Hidalgo County Regional Mobility Authority personnel must be reasonably available to work with the Bentley team during the normal working day during the Installation and Configuration phase.

1.3.1 ProjectWise Configuration

Once the initial Installation process is completed, Bentley will configure the ProjectWise capabilities based on standard best-practices and will include:

- Datasource configuration
- Client software installation and configuration coaching
- Project document import coaching

Example checklist of configurations that will be performed include:

- Data source Configuration:
 - Up to 40 Users and 3 Groups will be created
 - A project folder structure will be provided by Hidalgo County Regional Mobility Authority and imported to the datasource, no security will be defined
 - A standard Titleblock will be provided by Hidalgo County Regional Mobility Authority with up to six (6) title block attributes which will be integrated with ProjectWise
 - General Datasource and User Settings will be configured
 - A document state workflow will be created
 - Two document environments will be created (CAD and Office) with up-to eight (8) attributes each
 - Up to three (3) saved searches will be created
 - One (1) Project Type and template project will be created
 - Up to three (3) ProjectWise Explorer views will be created
 - Additional ProjectWise features will not be setup or modified unless explicitly described in this proposal
- Instruction on the proper installation and configuration of the following client software on up to two (2) workstations:
 - ProjectWise Explorer
 - ProjectWise Edge
 - ProjectWise iPlot Organizer
 - ProjectWise Administrator
 - Bentley Navigator

1.4 Operational Hand-Over and Ongoing Coaching

After completing the provisioning and configuration, Bentley will coordinate an Operational Hand-Over call to transition to the System Coaching, and eventually the Operation and Support phase.

The System Coaching process focuses on knowledge transfer to Hidalgo County Regional Mobility Authority's ProjectWise Administrator and Desktop Power User(s). The intention is to transfer knowledge to a focused group of Hidalgo County Regional Mobility Authority "power users" who will then orient the rest of current and future Hidalgo County Regional Mobility Authority's team members. The System Coaching is held remotely and reviews the content in Hidalgo County Regional Mobility Authority's datasource. Two separate System Coaching sessions will be held, each lasting 12 hours (each session is conducted in one-and-a-half days).

- The following topics will be covered in the ProjectWise Administrator coaching session:
 - ProjectWise modules and installation processes
 - Datasource settings and overview
 - User settings
 - ProjectWise Security
 - Configuration of:

- Environments
- ProjectWise Projects
- User and groups and their overall management
- Workflow
- Views
- Titleblocks
- User actions including:
 - Document import and creation
 - Review of the ProjectWise Scan for References tool for populating reference file
- The following topics will be covered in the Desktop Power User coaching session
 - Document operations
 - Reference management
 - PDF generation
 - Mobile access
 - Deliverables management workflows
- relationships within ProjectWise
 - Application integration
 - Generation of PDF files for engineering deliverables
- Overview of advanced optional configurations:
 - Workspace management
 - Rendition profiles
- Where to get more information

1.4.1 Documentation

Bentley will provide the following documentation during the execution timeframe of the Installation and Configuration phase:

- Client side installation guide which documents the required steps and the required configuration settings to install the ProjectWise clients. Expected to be a 5 – 10-page document
- Bentley can create specific additional documentation which contains your folder structure, workflows, document attributes and other relevant settings on your request for an additional fee

For the above tasks, Bentley assumes that:

- All documents are delivered in English
- All documents will be handed over in electronic form in PDF format
- Hidalgo County Regional Mobility Authority supports Bentley in creation of the listed documentation as required

1.4.2 Ongoing Coaching

Bentley will provide Hidalgo County Regional Mobility Authority with 24 hours of remote coaching on their ProjectWise configuration. These sessions will be delivered in 4-hour increments, and must be consumed within the initial six (6) months of completing the initial coaching sessions. One-week notice is required to schedule all ongoing coaching sessions.

Appendix C: Service Level Agreement

The following Service Level Agreement (SLA) supplements the SELECT Agreement, including Exhibit F Bentley Cloud Offerings, to further define Availability and Support Commitments to enable the achievement of Subscriber's business objectives for cloud provisioned services. In the event there is a conflict between this Appendix C and the SELECT Agreement, this Appendix C shall prevail. The stated SLA is applicable to the Production ProjectWise environment only and does not apply to any test or development datasources.

1.1 Availability Commitment

Bentley shall use commercially reasonable efforts to provide the services described in this ProjectWise Design Integration proposal ("Cloud Offering Quote") to provide System Availability, Offering Availability, Recovery Time Objective (RTO), and Recovery Point Objective (RPO) per Table 1 below:

Table 1 - Availability

Name	Availability Commitment %	Availability Period	RTO	RPO
ProjectWise Design Integration	99.9	24x7	8 Hours	1 Hour

Bentley shall measure performance against the Availability Commitment during a calendar month based on the following calculation:

$$\text{Availability \%} = \frac{\text{Available Minutes} - \text{Unscheduled Downtime}}{\text{Available Minutes}}$$

The Availability Commitment excludes downtime due to Scheduled Maintenance Windows. Users will be given notice of Maintenance Windows which will be used to apply required patches to the IT infrastructure to ensure the continued security, availability and performance of the system.

1.2 Remedies

Bentley shall provide Subscriber remedies for any Bentley failure to meet the Availability Commitment during any single calendar month (the "Cover Period"). Upon the first instance, Bentley shall make a good faith effort to understand the cause and make reasonable repairs to prevent the failure from occurring again and provide Subscriber with a written explanation of the cause and the remedy. Upon any subsequent instance, in addition to the remedy set forth above, Bentley shall also provide a Service Credit to Subscriber as described in Table 2.

Table 2 – Standard Remedies

Availability	Service Credit
98 % -- 99.8%	2% of Monthly Charge
95 % -- 97.9%	4% of Monthly Charge
Below 95%	5% of Monthly Charge

Bentley will apply any Service Credits only against future amounts due from Account for Subscription Fees. Service Credits will not entitle Subscriber to any refund or payment from Bentley. Unless claimed within sixty (60) business days following the end of the Cover Period to which they correspond, all Service Credits are waived with respect to that period of service. Subscriber agrees that other than the Service Credits set forth herein, Bentley shall have no liability for any damages arising from any

interruption, suspension, termination or modification of the offering, or for any loss or damage to any Subscriber Data.

In respect to Service Credits, Bentley's total Aggregate credit liability is limited to ten percent (10%) of the Subscription Fees paid to Bentley in the trailing four Quarters (as defined below) prior to the Quarter in which the incident(s) occurred; and in respect of all other claims, losses, or damages, whether arising from tort (including negligence), breach of contract, or otherwise under or in connection with this agreement, shall in no event exceed the Subscription Fees paid to Bentley in the trailing four Quarters prior to the Quarter in which the event giving rise to the liability occurred.

A "Quarter" is a three-month calendar period commencing on the first day of a calendar month.

1.3 Support Objectives

Bentley will, in consultation with the User(s) responsible for reporting incidents, classify each reported, verifiable and reproducible incident per Table 3 and use commercially reasonable efforts to resolve such incidents in accordance with the targets specified in Table 4.

Table 3 – Priority Classification

Name	Classification	Description	Example
Priority 1 (P1)	Urgent	An incident that has or is likely to have a major impact on users' ability to maintain business operation. The incident results in any outage or loss of any key functionality of a critical application or service. The incident affects multiple locations, or all users in one (1) location.	Users at multiple sites cannot access the system and no workaround exists.
Priority 2 (P2)	Critical	Incident which impairs the users' ability to maintain business operation causing a severe degradation of service or resulting in some important functionality being unavailable. There is no long term acceptable workaround for the business, however operation can continue in a restricted fashion. The incident results in loss of the "normal" functionality of an application or service for multiple users, but not all, in one (1) or more locations.	Users can access system and, while a workaround exists, there is material degradation of functionality or performance
Priority 3 (P3)	Medium	Incident which causes a loss of some important functionality. There is an acceptable workaround for the business and operation can continue in a restricted fashion. The incident results in loss of functionality of a "normal" application or service.	A non-critical service is not available to some users.
Priority 4 (P4)	Low	Incident which has little or no significant impact on the business. Low impact & low urgency.	The behavior varies from user expectations, but the system works as designed. Resolution would occur during a future update.

Table 4 – Incident Response and Resolution Targets

Priority	Support Availability	Support Geography	Response	Resolution	Update Interval
P1	24x7	Global	1 Hour	4 Hours	1 Hour
P2	24x5	N. America, Australia, Middle East and Europe	2 Hours	1 Day	4 Hours
P3	24x5	N. America, Australia, Middle East and Europe	4 Hours	10 Business Days	1 Day
P4	24x5	N. America, Australia, Middle East and Europe	8 Hours	Mutually Agreed	Mutually Agreed

1.4 Service Termination and Subscriber's Data

Upon termination of Hidalgo County Regional Mobility Authority's ProjectWise Subscription, Bentley will deactivate any remaining user accounts and provide an export of Subscriber's data in a standard, generally accepted electronic form within ten (10) business days, and places no restrictions on its use by the Subscriber. Unless otherwise requested, Bentley will delete all copies of Subscriber's data from its servers within two (2) weeks of being notified that the Subscriber has successfully read the files, or within four (4) weeks of the data being provided if no confirmation or associated Service Request is received.

Note: it may take up to an additional two (2) weeks for backups of that data to expire.

CLOUD SERVICES SUBSCRIPTION**ORDER FORM**

Welcome to the Cloud Services Subscription program (“CSS”). By signing below, Hidalgo County RMA is confirming its intent to participate in the CSS program pursuant to this Order Form and the terms and conditions set forth in Exhibit CS of the SELECT Program Agreement. The capitalized words, terms or phrases in this Order Form shall have the meaning set forth in the SELECT Program Agreement.

- **SUBSCRIBER:** Hidalgo County RMA
118 S Cage Boulevard, 4th Floor
Pharr, TX 78577
- **STATEMENT CONTACT NAME:** Eric Davila
- **STATEMENT CONTACT EMAIL:** eric.davila@hcrma.net
- **SELECT PROGRAM AGREEMENT CLA #:** 102884097
- **CSS COMMITMENT START DATE:** July 1, 2017
- **INITIAL CSS PAYMENT:** USD 35650.00
- **CSS REPLENISHMENT:** Upon depletion of the CSS Balance, Bentley will issue a payment request for the minimum replenishment amount, which is based on the balance of any unpaid invoices for Eligible CSS Services plus the Estimated Annual Fees calculated for a twelve-month period beginning with the date at which the CSS Balance was depleted.
- **CSS DISCOUNT RATE:** 10%

Applies to all CSS Eligible Services excluding Success Plans and Recurring Services, for which no CSS Discount will be applied. Changes to the CSS Discount rate shall be reflected on the subsequent payment requests.

IN WITNESS WHEREOF, the Subscriber acknowledges and agrees to the terms set forth herein.

Hidalgo County RMA

Signature: _____ Title: _____

Name: _____ Date: _____

BENTLEY SELECT PROGRAM AGREEMENT
CLOUD SERVICES SUBSCRIPTION
EXHIBIT CS
DATED AS OF MARCH 2017

1. Overview.

At Subscriber's request and upon Bentley's approval, Subscriber and its authorized Affiliates may participate in the Cloud Services Subscription ("CSS") program, subject to the terms and conditions stated herein. To be eligible to participate, Subscriber must (i) be current on all outstanding invoices for amounts owed to Bentley, and (ii) have a current SELECT Program Agreement. As a participant in the CSS program, Subscriber agrees to pay payments to Bentley ("CSS Payments"), which can be used to fund Eligible CSS Services (as defined below). Prior to participating in the CSS program, Subscriber shall execute a CSS Order Form, which shall designate the Initial CSS Commitment and CSS Discount. In the event that Subscriber executes multiple CSS Order Forms over time, the CSS Order Form with the most recent execution date shall supersede all previous CSS Order Forms.

2. Discounts.

Participation in the CSS program entitles Subscriber to a CSS Discount on Eligible CSS Services as set forth in the CSS Order Form. CSS Discount rates, which are subject to change at Bentley's discretion, shall be reflected on each Payment Request (as defined in Section 5.3 herein) sent to Subscriber. The CSS Discount will be applied after any other applicable discounts.

3. Eligible Services.

Bentley services eligible for funding through the CSS program include Term Licenses, Visas & Passports, other Cloud Services, Success Plans, and Recurring Services¹, ("Eligible CSS Services"). Bentley may amend the list of Eligible CSS Services from time to time at Bentley's sole discretion. Only Eligible CSS Services invoiced for during the CSS subscription are eligible for CSS funding.

4. Affiliate Participation.

Subscriber acknowledges that its affiliates may utilize Subscriber's CSS to fund Eligible CSS Services ("Affiliate CSS Transactions") and hereby authorizes Bentley to hold certain CSS funds in trust for payment of Eligible CSS Services. Subscriber agrees that it shall expressly authorize payment for each Affiliate CSS Transaction.

5. CSS Payments and Balances.

5.1 Initial CSS Payment.

Subscriber agrees to pay Bentley an Initial CSS Payment, which is based on a good faith estimate of anticipated fees, including applicable taxes, to be assessed for Eligible CSS

Services for a twelve-month period ("Estimated Annual Fees") beginning with the CSS subscription start date, as indicated on the CSS Order Form. The value of the Initial CSS Payment shall constitute the initial CSS balance (at any time during the CSS Subscription, the "CSS Balance"), which will be drawn down as Eligible CSS Services are consumed.

5.2 CSS Replenishment.

Subscriber agrees to make additional payments as soon as the CSS Balance has been depleted. The minimum replenishment amount will be based on the balance of any unpaid invoices for Eligible CSS Services plus the Estimated Annual Fees calculated for a twelve-month period beginning with the date at which the CSS Balance was depleted. Subscriber may make additional payments at any time, but the minimum value of such replenishment must be the Estimated Annual Fees calculated for a twelve-month period beginning with the date the additional payment is made.

5.3 CSS Payments.

Bentley shall issue a payment request to Subscriber for the Initial CSS Payment in accordance with the amount set forth in the CSS Order Form ("Payment Request"). Payment terms shall be as set forth in Subscriber's SELECT Program Agreement. Thereafter, Bentley may issue additional payment requests in order to replenish the CSS Balance (as defined in section 5.2). In the event of a Payment Request delinquency, Bentley may immediately suspend Subscriber's participation in the CSS program until such time that the appropriate Payment Request is paid. Subscriber's failure to cure such non-payment within thirty (30) days may, in Bentley's sole discretion, be deemed an effective termination of Subscriber's participation in the CSS program, in which case:

- (a) any CSS Discounts applied to outstanding Eligible CSS Services invoices shall be withdrawn;
- (b) Subscriber will be invoiced for the full amount of Eligible CSS Services provided during such period; and
- (c) Bentley will apply any remaining CSS funds in accordance with Section 6.3 of this Exhibit.

5.4 CSS Statements.

Following each calendar quarter, Bentley shall provide Subscriber with a statement itemizing consumption of Eligible CSS Services and Subscriber's remaining CSS Balance as of the end of that quarter.

¹ Success Plans and Recurring Services will be designated as such in applicable proposals issued by Bentley to Subscriber.

BENTLEY SELECT PROGRAM AGREEMENT
CLOUD SERVICES SUBSCRIPTION
EXHIBIT CS
DATED AS OF MARCH 2017

6. Term and Termination.

6.1 Term.

Subscriber's CSS subscription shall begin on the start date indicated on the Order Form and shall continue until either Bentley or Subscriber terminates the subscription with thirty (30) days prior written notice to the other party.

6.2 Termination.

Notwithstanding anything to the contrary contained herein, Bentley reserves the right to terminate Subscriber's CSS program upon thirty (30) days prior written notice in the event Subscriber is in breach of the terms and conditions of the SELECT Program Agreement, unless Subscriber cures such breach within such thirty (30)-day period. Subscriber hereby acknowledges that this right to cure shall not be extended to any breach by Subscriber which by its nature cannot be cured within the aforementioned thirty (30)-day cure period.

6.3 Event of Termination.

In the event of a termination, expiration or non-renewal of Subscriber's CSS or the SELECT Program Agreement, Bentley shall apply any remaining CSS funds against Subscriber's unpaid invoices. Subsequently,

Bentley shall return the balance of CSS funds, if any, to Subscriber within sixty (60) days of the date upon which such termination, expiration or non-renewal became effective.

7. Miscellaneous.

7.1 Terms are Confidential.

Subscriber hereby acknowledges that the terms and conditions of the CSS Order Form are confidential in nature and Subscriber hereby agrees that neither it nor its Affiliates shall disclose the contents of the CSS Order Form to any third party.

7.2 Conflicts.

The terms herein must be read in conjunction with the other Exhibits to the SELECT Program Agreement, except that in the event of any inconsistency between the terms herein and any other Exhibit, the terms herein shall control with respect to Subscriber's participation in the CSS program.

7.3 Definitions.

Capitalized terms used in the CSS Order Form and this Exhibit shall have the meanings set forth herein or, if not otherwise defined herein, shall have the definitions set forth in the SELECT Program Agreement.