

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

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

DATE: **TUESDAY, SEPTEMBER 26, 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. Presentation on the Issuance of Hidalgo County Regional Mobility Authority Senior Lien Revenue Bonds, Series 2017.
2. Presentation by C&M on the Traffic & Revenue Study for the 365 Tollway Project.

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 – Eric Davila, HCRMA
- 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 Regular Meeting held August 29, 2017.
- B. Approval of Project & General Expense Report for the period from August 9, 2017 to September 6, 2017.
- C. Approval of Financial Report for August 2017.

3. REGULAR AGENDA

- A. Resolution 2017-66 – Authorizing the Issuance, Sale and Delivery of one or more Series of Hidalgo County Regional Mobility Authority Senior Lien Revenue Bonds, Series 2017 in accordance with certain parameters; Approving the Form of, and Authorizing the Execution and Delivery of, the First Supplemental Trust Indenture; Appointing Authorized Representatives to Approve and Determine certain terms and provisions of the Series 2017 Bonds; Authorizing the execution and delivery of a contract of purchase for the Series 2017 Bonds; Approving the preparation of an Official Statement in connection with the Offering and Sale of such Bonds; Authorizing the Execution and Delivery of Documents and Instruments in Connection with the Foregoing; and Enacting other provisions relating to the subject.
- B. Resolution 2017-77 – Approval of Amendment to the Overweight/Oversized Corridor to add the 365 Tollway from US 281 (Military Highway) to Farm to Market Road 396 (Anzalduas Highway).
- C. Resolution 2017-78 – Approval of the Professional Services Agreement with Saenz Oil & Gas Services, LLC for utility engineering analyses, coordination, and design for conflicting utilities on HCRMA Projects.
- D. Resolution 2017-79 – Approval of Work Authorization Number 1 to the Professional Services Agreement with Saenz Oil & Gas Services, LLC for utility engineering analyses, coordination, and design for conflicting utilities on HCRMA Projects.

4. CHAIRMAN'S REPORT

- A. None.

5. TABLED ITEMS

- A. None.

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

- A. Consultation with 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.)
- B. Consultation with Board Attorney on legal issues pertaining to Professional Service Agreements for Engineering, Surveying and Environmental Services (Section 551.071 T.G.C.).
- C. 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.).
- D. 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.).
- E. 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.).
- F. Consultation with Board Attorney on legal issues pertaining to Authorizing the Issuance, Sale and Delivery of one or more Series of Hidalgo County Regional Mobility Authority Senior Lien Revenue Bonds, Series 2017 in accordance with certain financing parameters; Approving the Form of, and Authorizing the Execution and Delivery of, the First Supplemental Trust Indenture; Appointing Authorized Officers to Authorize, Approve and Determine certain terms and provisions of the Series 2017 Bonds; Authorizing the execution and delivery of a contract of purchase for the Series 2017 Bonds; Approving the preparation of an Official Statement in connection with the Offering and Sale of such Bonds; Authorizing the Execution and Delivery of Documents and Instruments in Connection with the Foregoing; and Enacting other provisions relating to the subject (Section 551.071 T.G.C.).
- G. Consultation with Board Attorney on legal issues pertaining to salary reimbursement from the State of Texas for emergency deployment of Authority staff during Hurricane Harvey.
- H. Consultation with Board Attorney on legal issues pertaining to Toll System Integration Contract with ETC Corporation for the 365 Tollway Project (Section 551.071 T.G.C.).

PUBLIC COMMENT

ADJOURNMENT OF REGULAR MEETING

CERTIFICATION

I, the Undersigned Authority, do hereby certify that the attached agenda of the Hidalgo County Regional Mobility Authority Board of Directors is a true and correct copy and that I posted a true and correct copy of said notice on the Hidalgo County Regional Mobility Authority Web Page (www.hcrma.net) and the bulletin board in the Hidalgo County Court House (100 North Closner, Edinburg, Texas 78539), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 20th day of September 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."

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Workshop

Item 1

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

1
09/15/17
09/26/17

1. Agenda Item: **WORKSHOP ITEM 1 - PRESENTATION ON THE ISSUANCE OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY SENIOR LIEN BONDS, SERIES 2017**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Presentation on Senior Lien Bonds, Series 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: **Presentation Only.**
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: X Approved Disapproved None
12. Chief Construction Engineer's Recommendation: X Approved Disapproved None
13. Executive Director's Recommendation: X Approved Disapproved None

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Workshop

Item 2

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

2
09/15/17
09/26/17

1. Agenda Item: **WORKSHOP ITEM 2 - PRESENTATION BY C&M ON THE TRAFFIC & REVENUE STUDY FOR THE 365 TOLLWAY PROJECT**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Presentation on T&R for the 365 Tollway Project.
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: **Presentation Only.**
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: X Approved Disapproved None
12. Chief Construction Engineer's Recommendation: X Approved Disapproved None
13. Executive Director's Recommendation: X Approved Disapproved None

365 TOLL Investment Grade Traffic and Revenue Study

September 26, 2017



Outline

Introduction

Improvements to the 2014 IG Study

Travel Demand Modeling

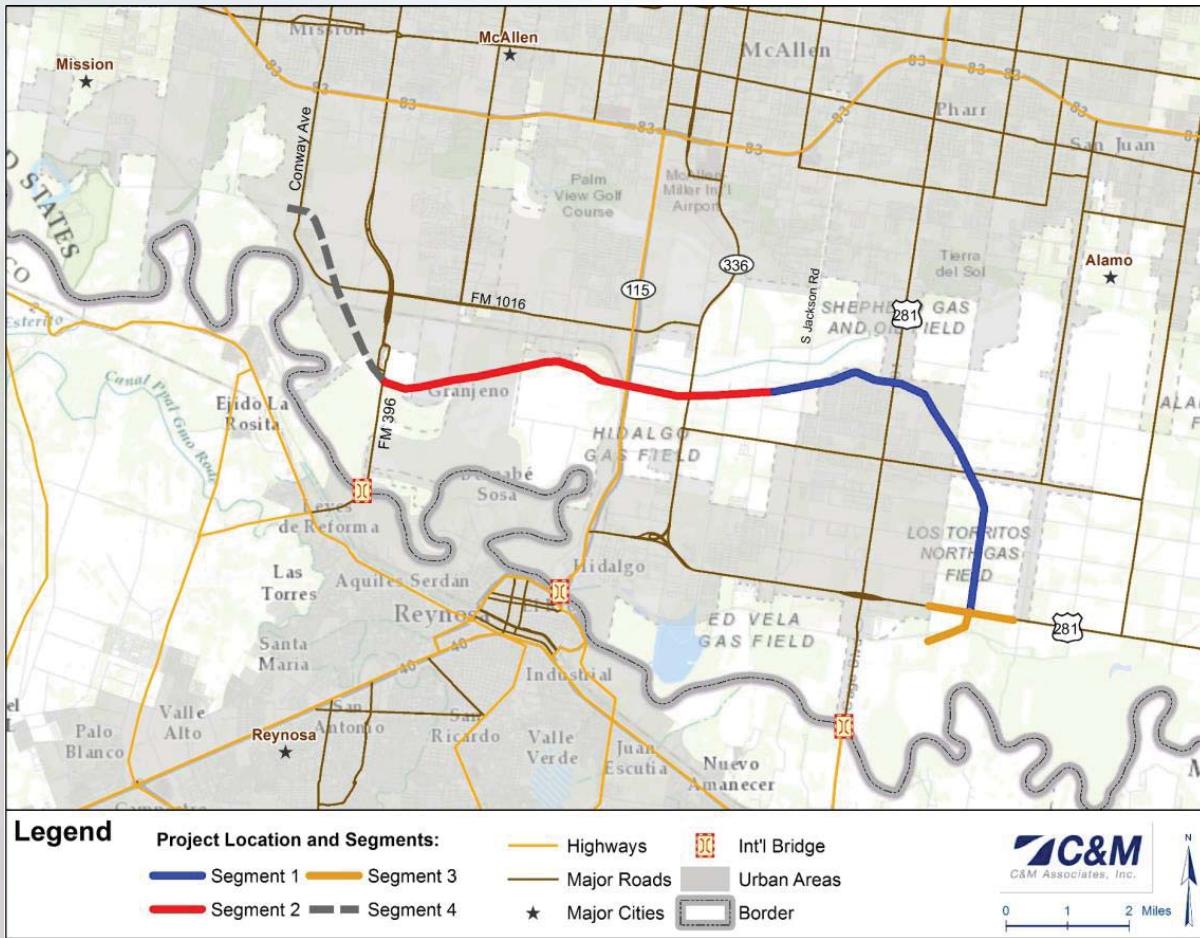
Traffic and Revenue Results

Questions

Introduction

Project Location

365 TOLL



- 14.9-mile tolled highway
- **Segment 1** – 5.8 miles extending from US 281/Military Hwy to McColl Rd, west of Jackson Rd.
- **Segment 2** – 6.4 miles extending from McColl Rd, west of Jackson Rd, to FM 396/Anzalduas Hwy.
- **Segment 3** – 0.7 miles extending from US 281/Military Hwy to FM 2557/Stewart Rd and the BSIF Connector. This segment is toll-free.
- **Segment 4** – 2.7 miles extending from FM 396/Anzalduas Hwy to FM 1016/Conway Ave.

Outline

Introduction

Improvements to the 2014 IG Study

Travel Demand Model

Traffic and Revenue Results

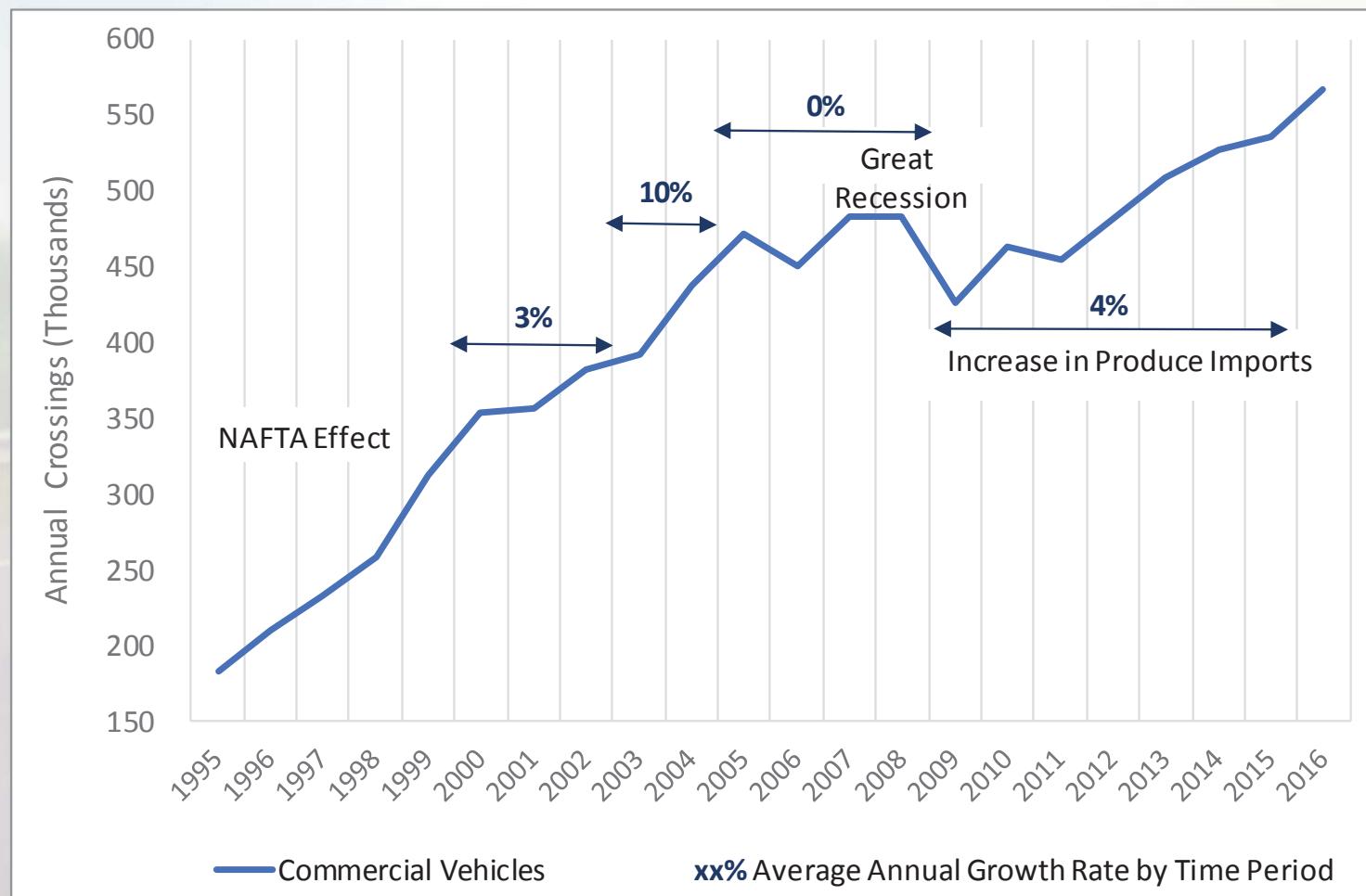
Questions

Improvements to the 2014 IG Study

- Updated C&M's TDM with the most recent observed traffic trends:
 - TxDOT AADT volumes
 - TxDOT permanent count station traffic data
 - Border import/export trends and volumes
 - Border crossing programs (lane availability)

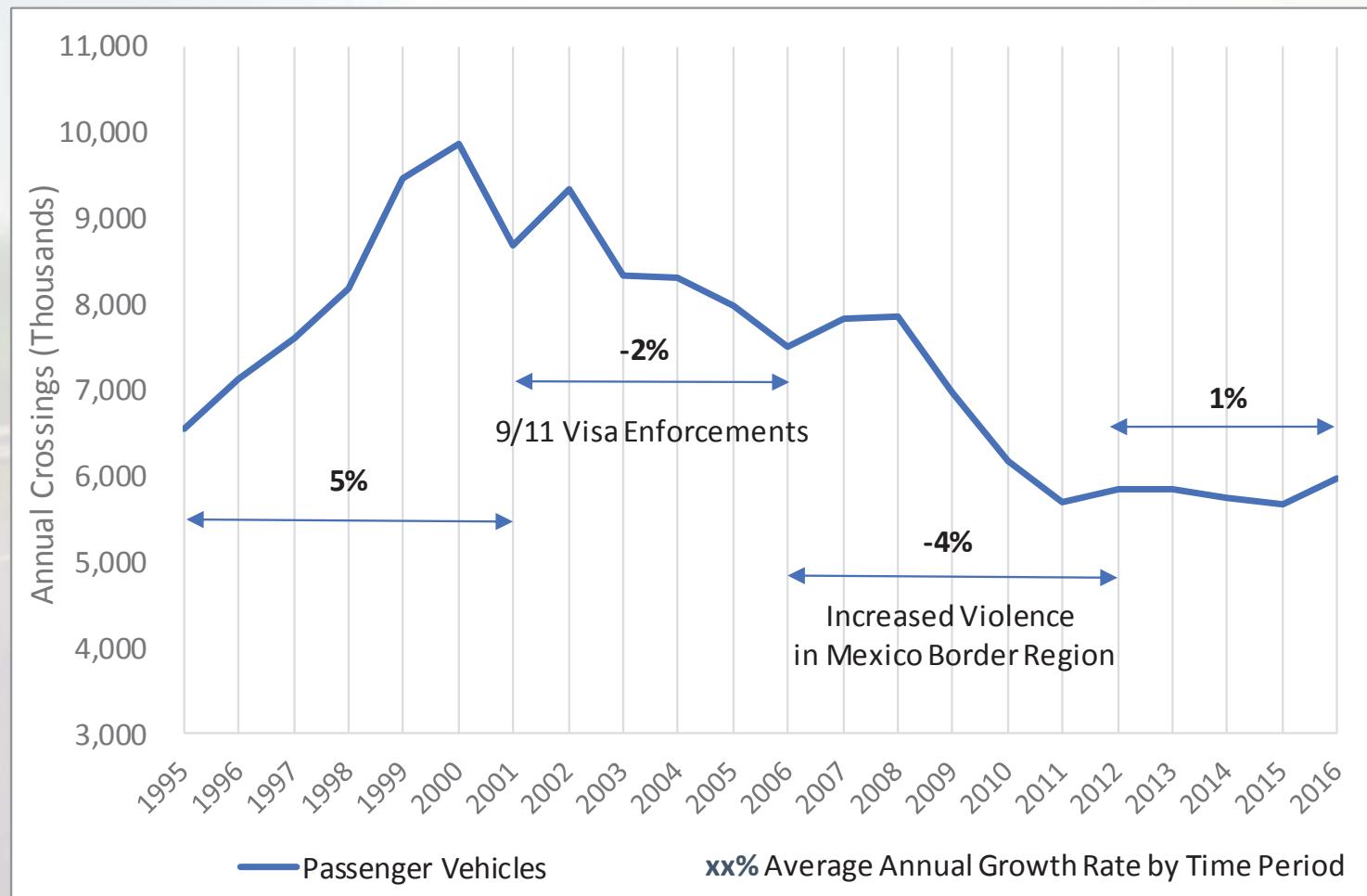
Improvements to the 2014 IG Study

- Updated Hidalgo County Border CV Crossing Trends



Improvements to the 2014 IG Study

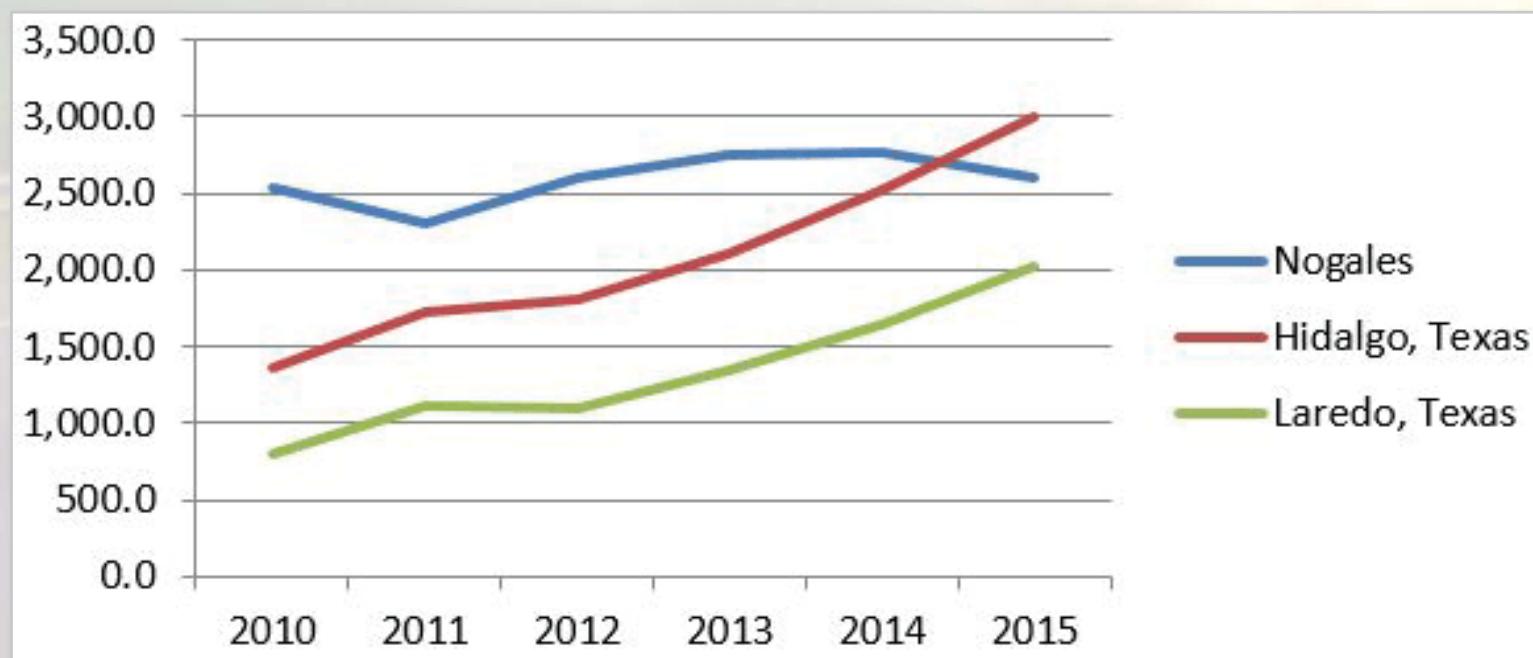
- Updated Hidalgo County Border PV Crossing Trends



Improvements to the 2014 IG Study

- Updated Border Crossing Forecasts
 - The Hidalgo POE recently surpassed the Nogales, AZ POE as the top importer of fresh produce from Mexico, in terms of dollar value.

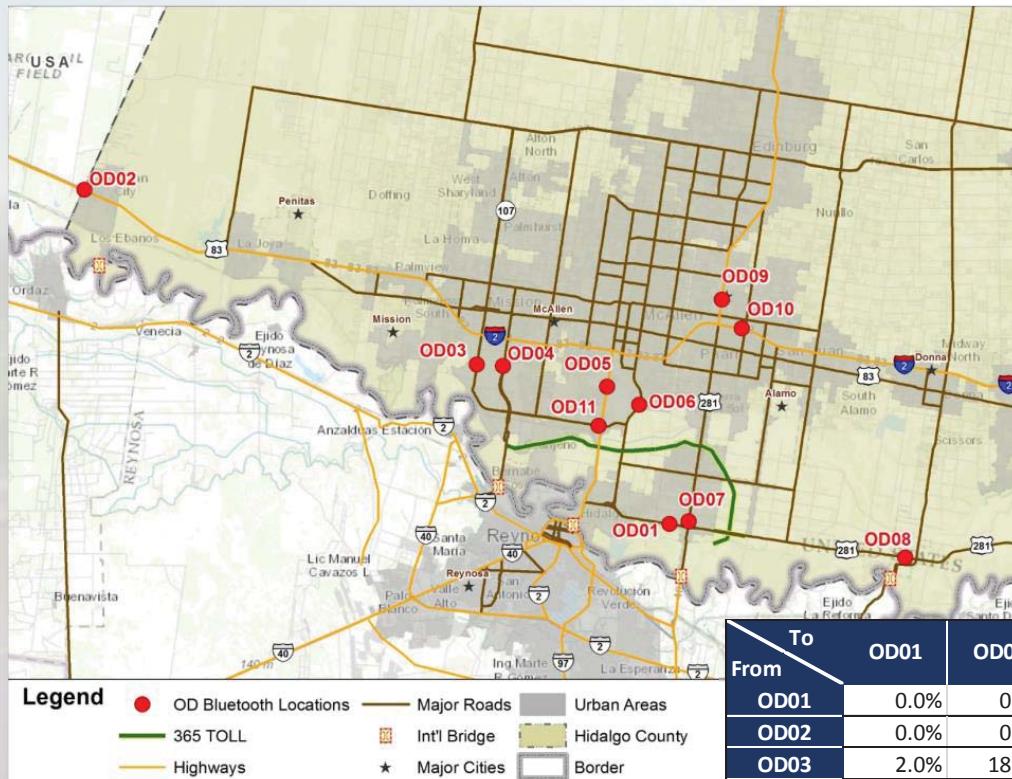
Import (millions \$) of Mexican Fresh Produce by POE



Source: azeconomy.org (2016, March 11)

Improvements to the 2014 IG Study

- Conducted a corridor-specific Bluetooth OD survey



Time Period	Counts	Reads	Capture rate
AM: 7AM - 9AM	56,842	5,038	8.9%
MD: 9AM – 4PM	179,383	17,892	10.0%
PM: 4PM – 7PM	92,677	8,306	9.0%
NT: 7PM – 7AM	88,832	9,594	10.8%

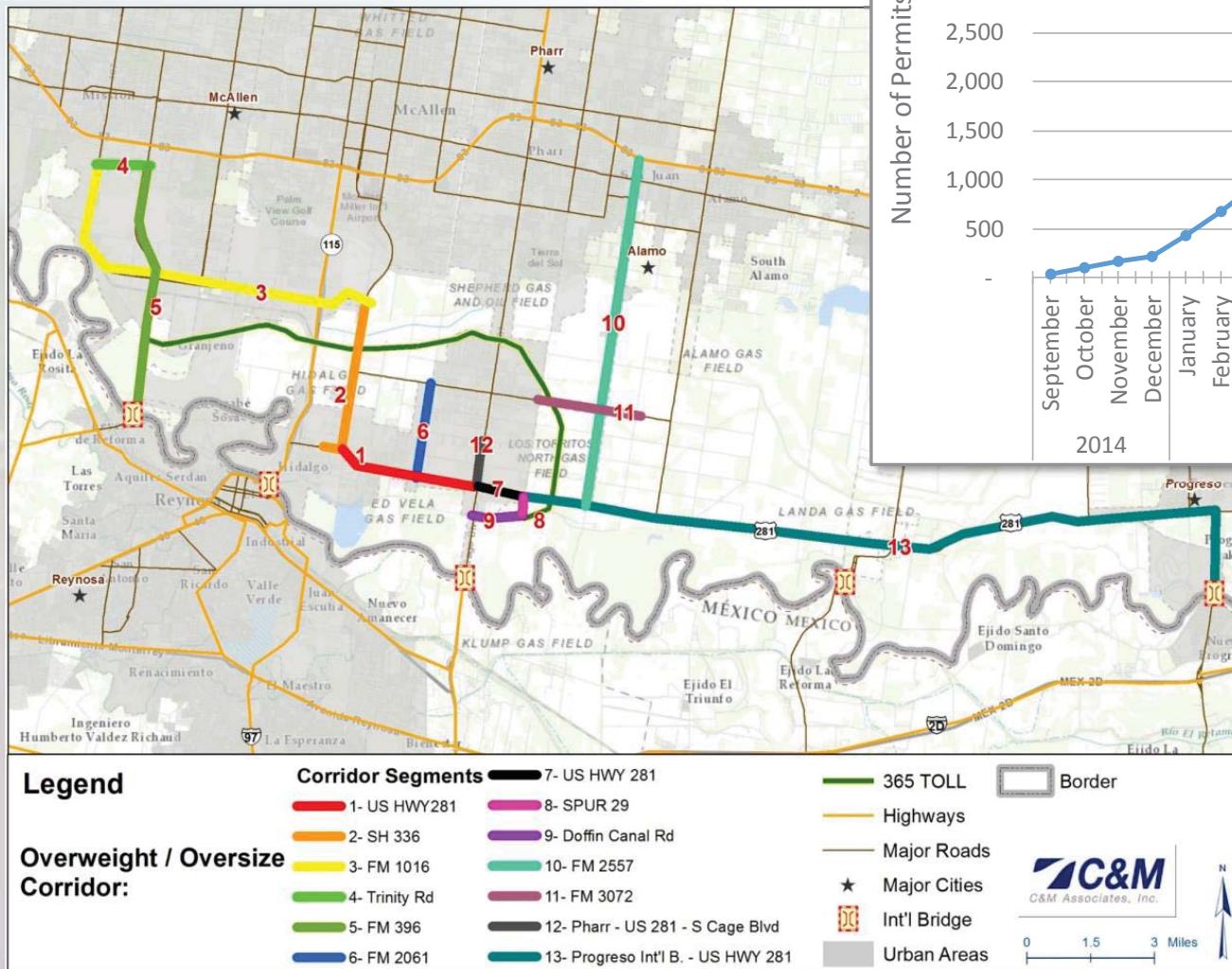
- 13.3% of trips from FM 1016 (Foreign Trade Zone) go to Military Hwy / US 281 West of Pharr-Reynosa LPOE
- 10.7% of trips from Military Hwy / US 281 West of FM 495 go to FM 1016 (Foreign Trade Zone)

AM OD

To From	OD01	OD02	OD03	OD04	OD05	OD06	OD07	OD08	OD09	OD10	OD11
OD01	0.0%	0.8%	0.0%	0.8%	4.7%	3.9%	32.3%	6.3%	8.7%	24.4%	18.1%
OD02	0.0%	0.0%	2.9%	0.0%	14.7%	0.0%	0.0%	0.0%	41.2%	35.3%	5.9%
OD03	2.0%	18.4%	0.0%	2.0%	4.1%	4.1%	0.0%	0.0%	18.4%	6.1%	44.9%
OD04	9.5%	0.0%	4.8%	0.0%	9.5%	4.8%	4.8%	0.0%	14.3%	9.5%	42.9%
OD05	9.0%	1.4%	0.0%	1.4%	0.0%	3.5%	0.7%	0.0%	19.4%	12.5%	52.1%
OD06	15.8%	1.0%	0.0%	0.0%	5.9%	0.0%	3.0%	0.0%	23.8%	8.9%	41.6%
OD07	37.2%	1.1%	0.0%	0.0%	3.2%	1.1%	0.0%	5.3%	18.1%	28.7%	5.3%
OD08	26.8%	0.0%	0.0%	1.8%	3.6%	3.6%	32.1%	0.0%	7.1%	14.3%	10.7%
OD09	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
OD10	2.4%	5.2%	0.6%	1.9%	8.2%	3.0%	2.4%	0.2%	70.2%	0.0%	5.8%
OD11	13.3%	1.0%	1.0%	5.1%	34.2%	12.2%	3.6%	2.0%	20.4%	7.1%	0.0%

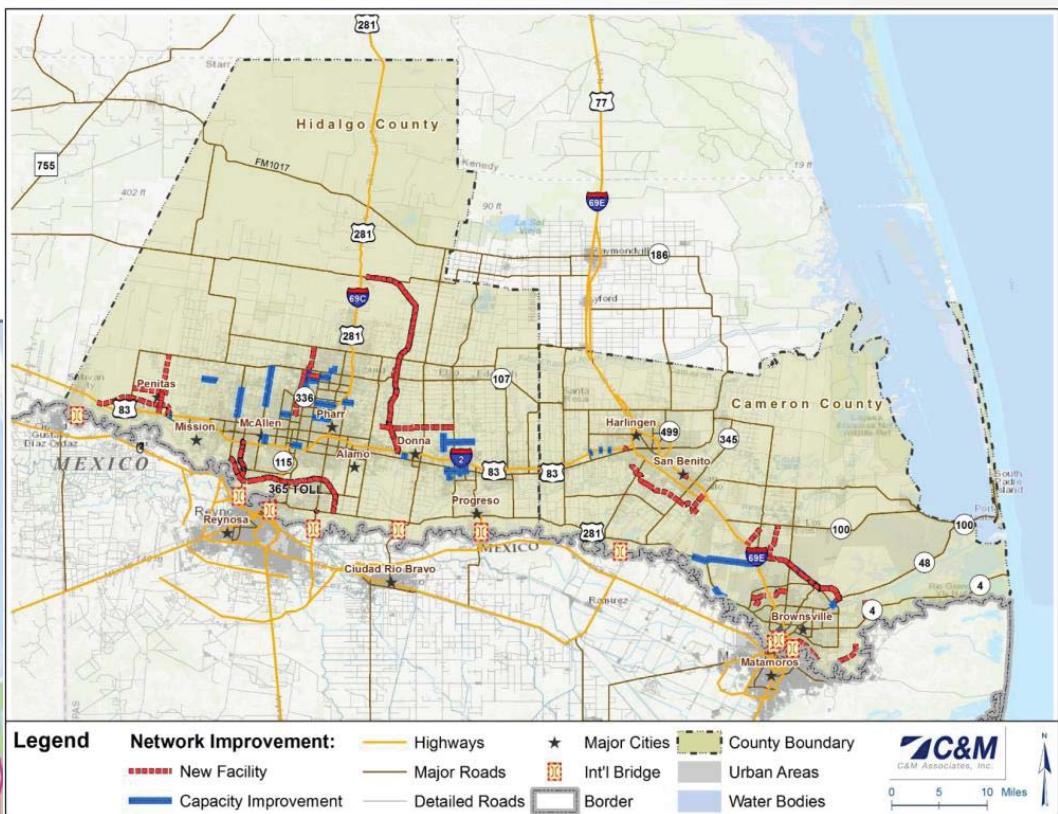
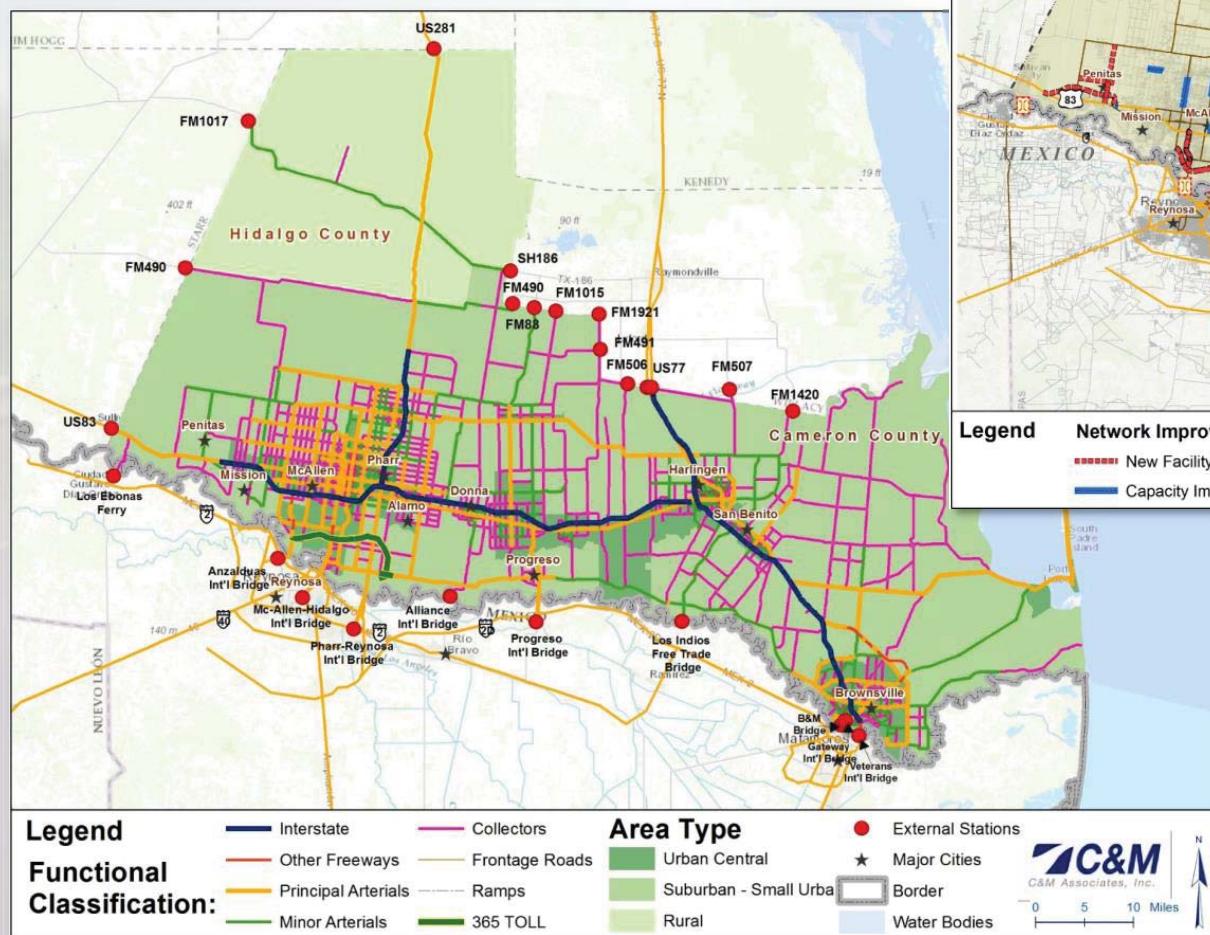
Improvements to the 2014 IG Study

- Incorporated overweight / oversized trucks within the TDM procedures



Improvements to the 2014 IG Study

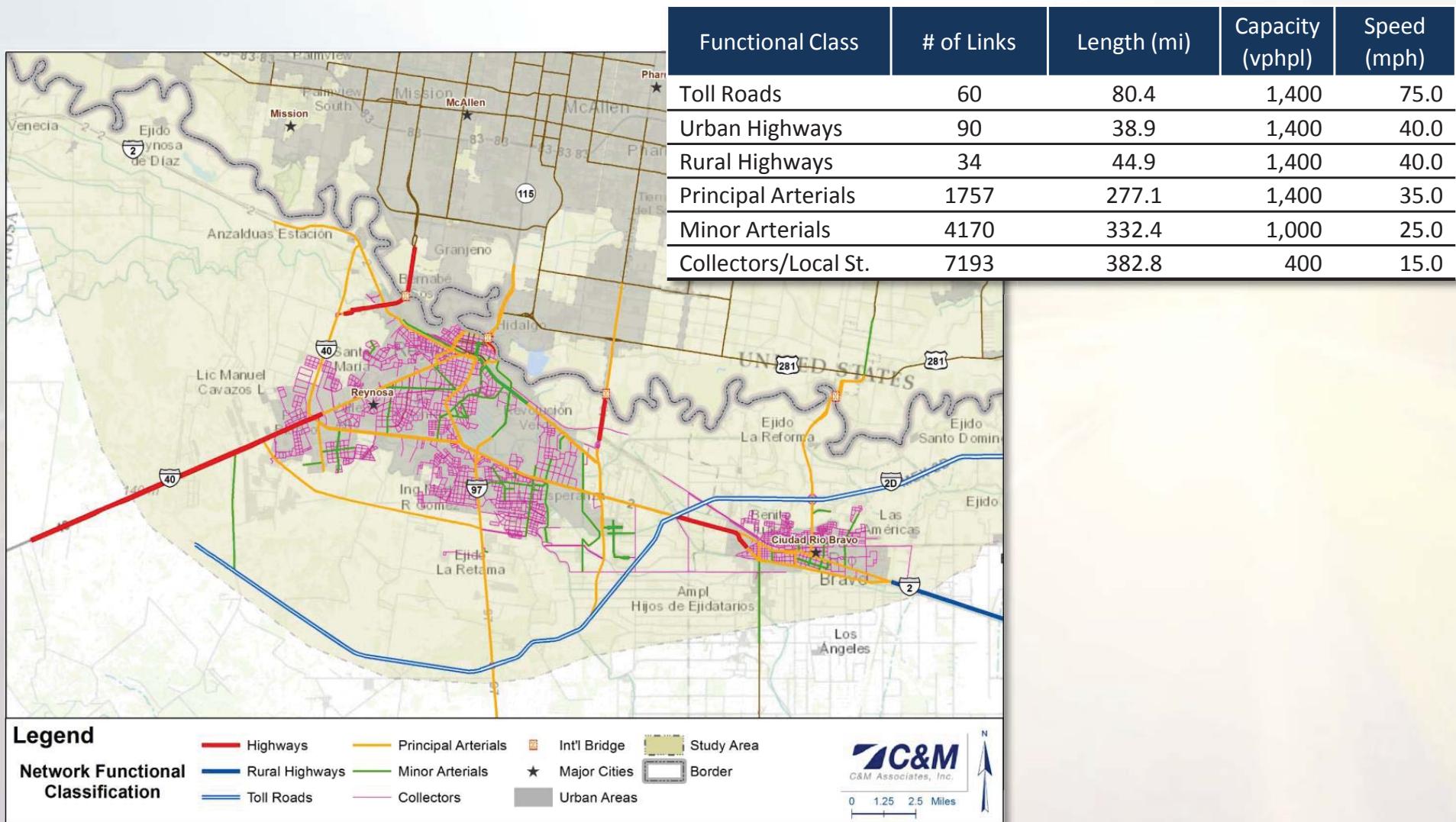
- Adopted/merged TxDOT's Lower Rio Grande Valley (LRGV) TDM



- Updated socioeconomic model inputs based on latest U.S. Census information (NHS)

Improvements to the 2014 IG Study

- Developed/merged the Reynosa Metropolitan TDM



Improvements to the 2014 IG Study

- Conducted SP / OD survey on passenger vehicles

Major Origins and Destinations



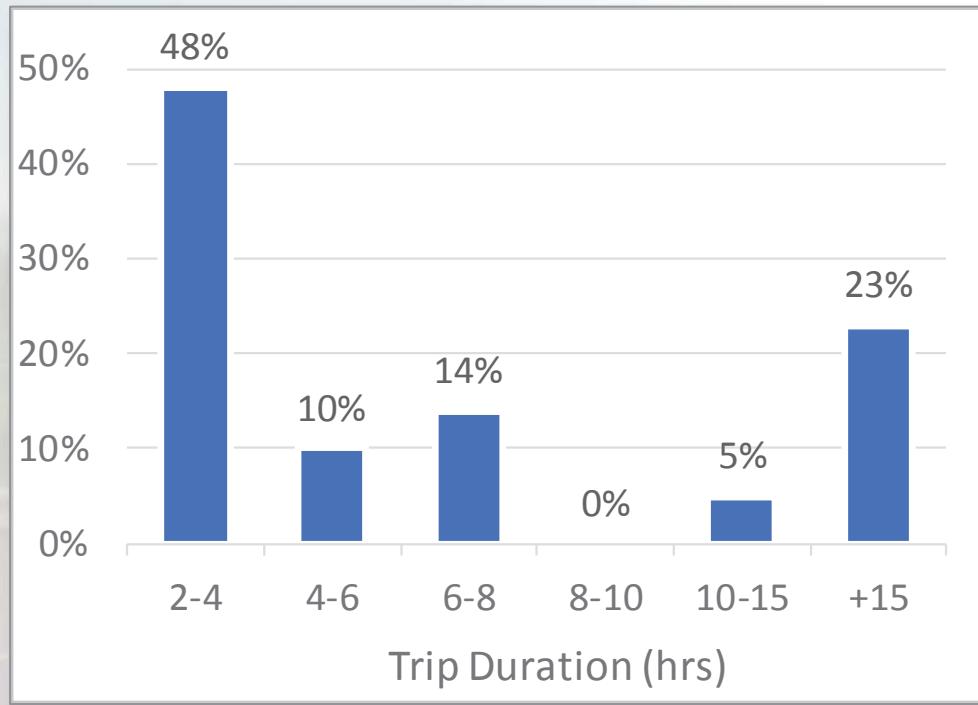
Origin	Destination
H7 15%	B5 20%
H3 14%	C4 14%
H4 10%	B6 11%
H5 7%	B4 10%
H6 7%	C5 9%
H2 4%	C6 5%
G4 3%	B2 4%
I5 3%	D5 4%
I4 3%	F5 3%
I3 3%	B7 3%



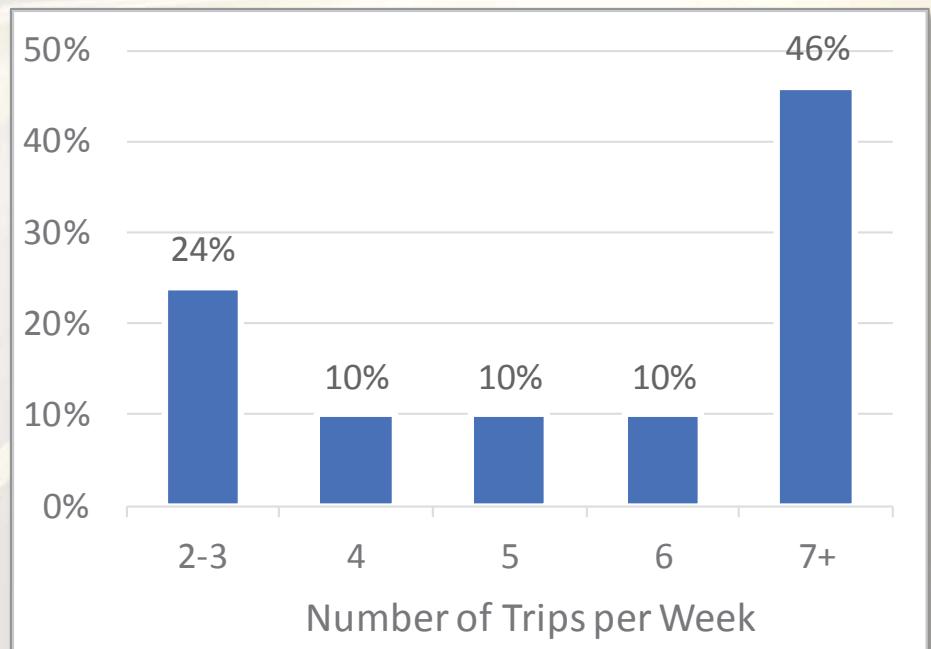
- 625 passenger vehicle intercepts

Improvements to the 2014 IG Study

- Conducted SP / OD survey on commercial and overweight trucks



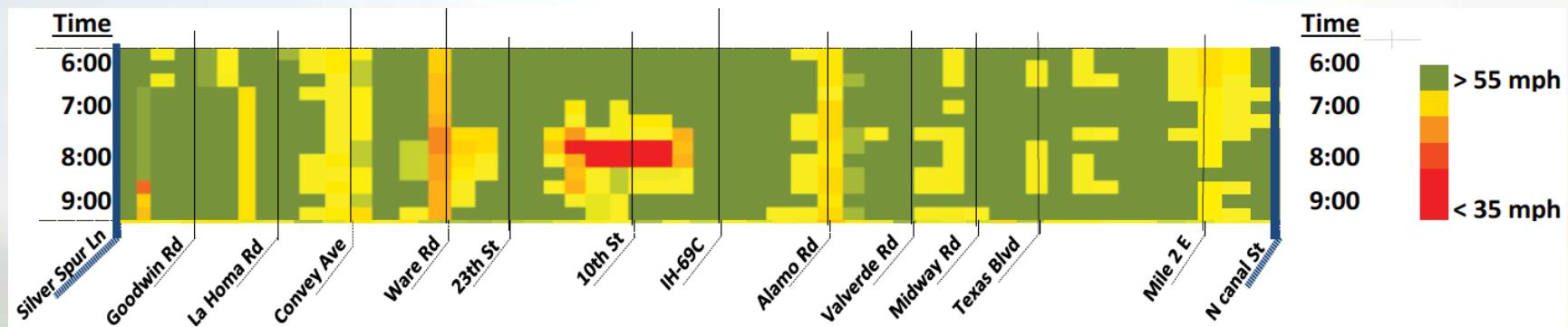
- 21 trucking companies
 - VOT of \$22.26 (2016 dollars)
 - 46% reported 7+ trips per week
 - 62% reported fleets of 2–9 trucks



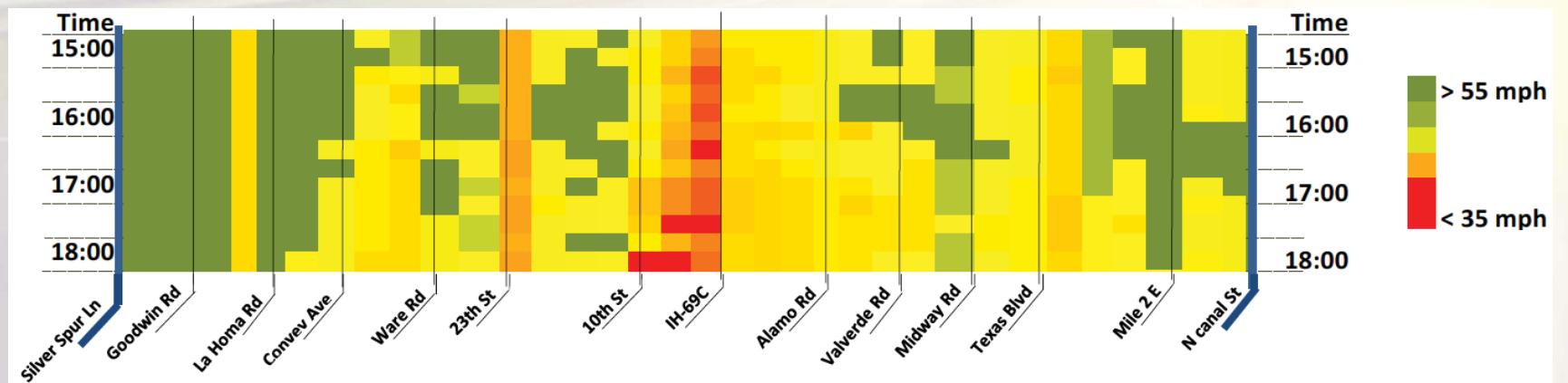
Improvements to the 2014 IG Study

- Observed “real-time” speeds on major facilities

AM Speed Heat Map for Eastbound I-2



PM Speed Heat Map for Eastbound I-2



Outline

Introduction

Improvements to the 2014 IG Study

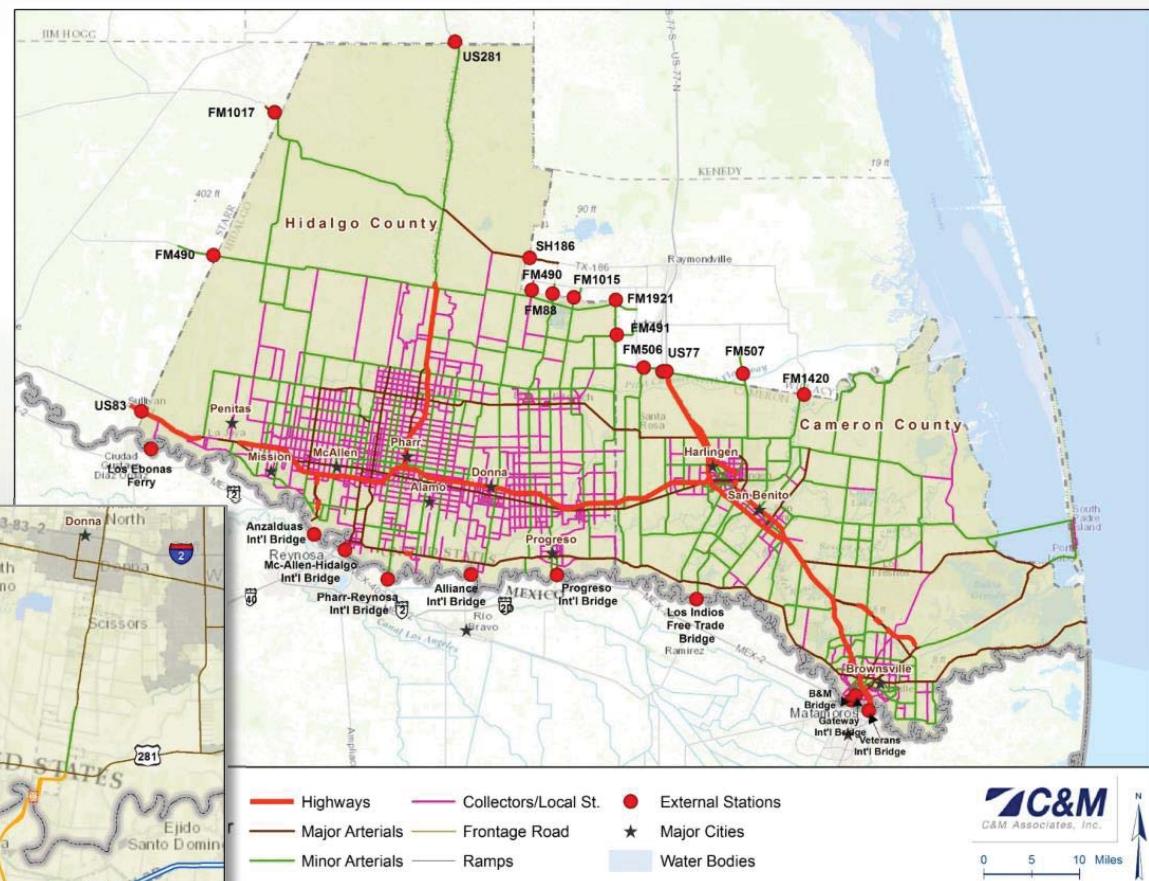
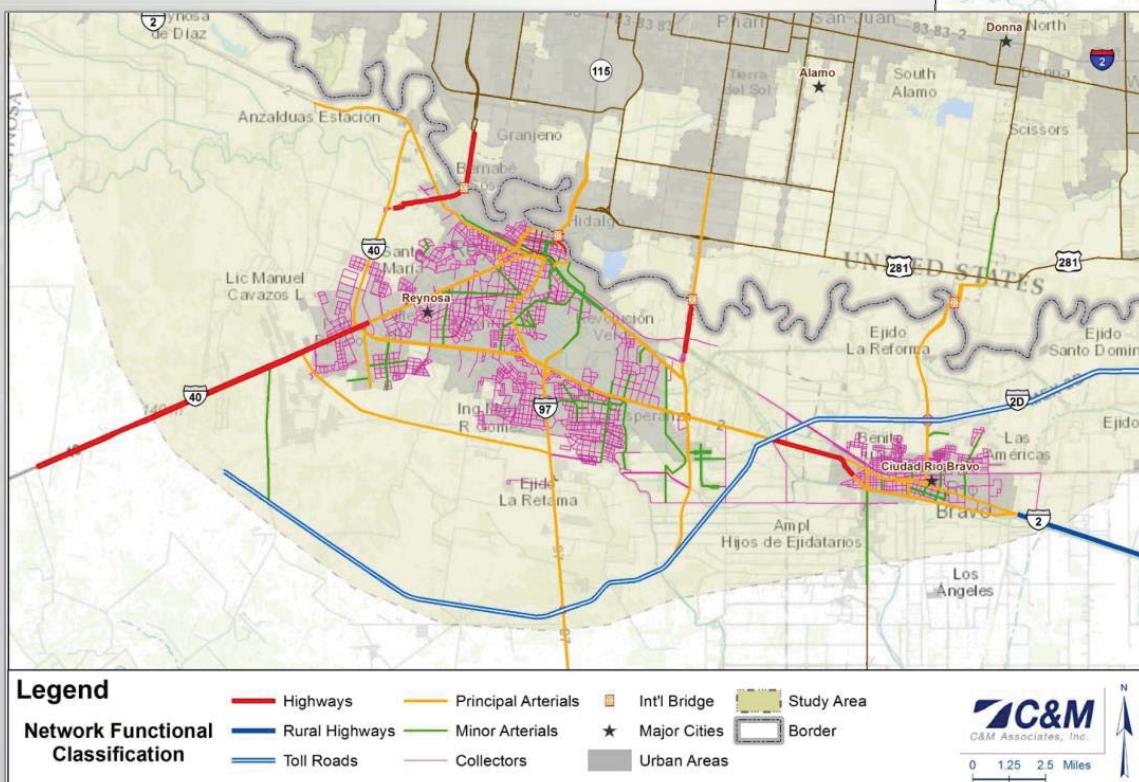
Travel Demand Model

Traffic and Revenue Results

Questions

Travel Demand Model

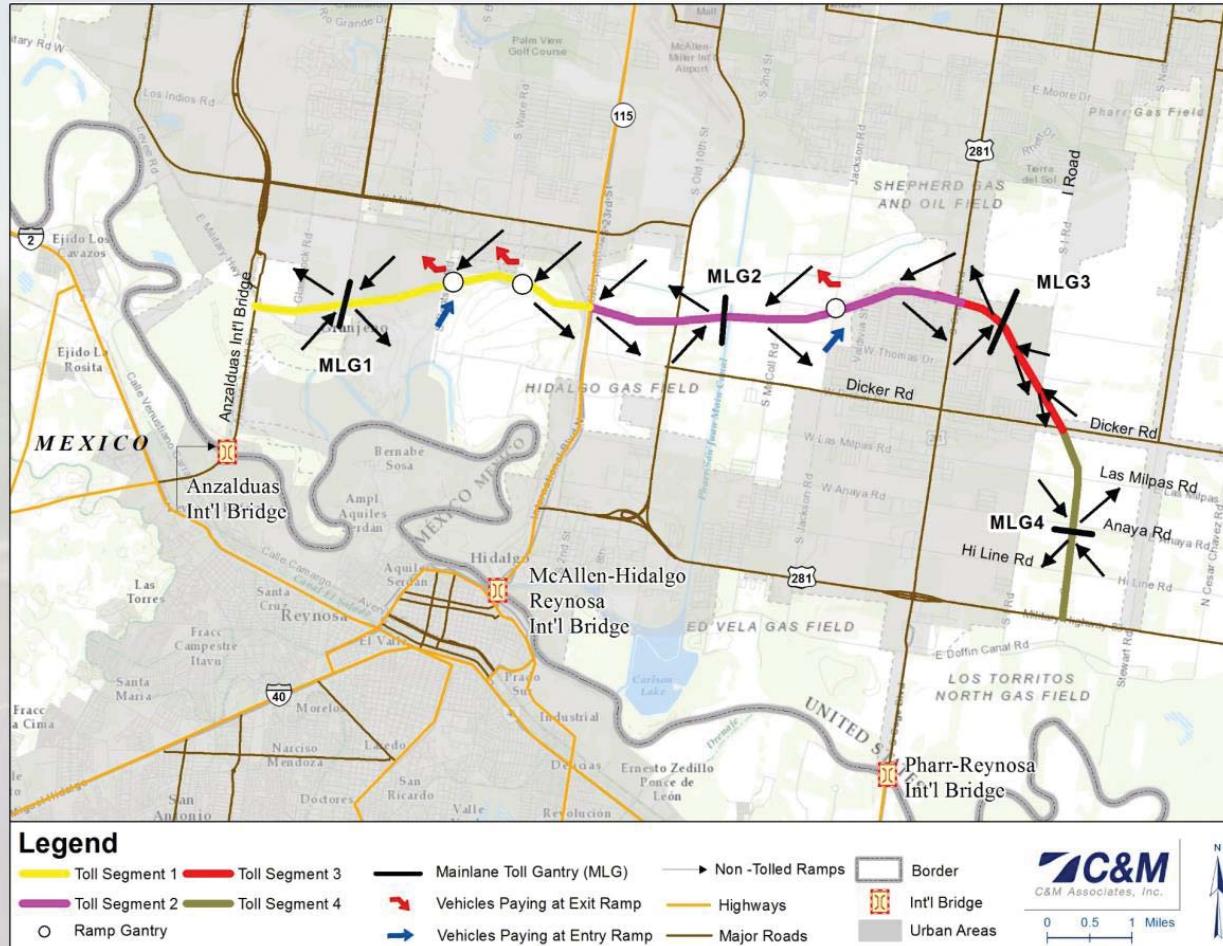
Reynosa Metropolitan Area



Hidalgo and Cameron Counties

Travel Demand Model

Proposed Toll Treatment



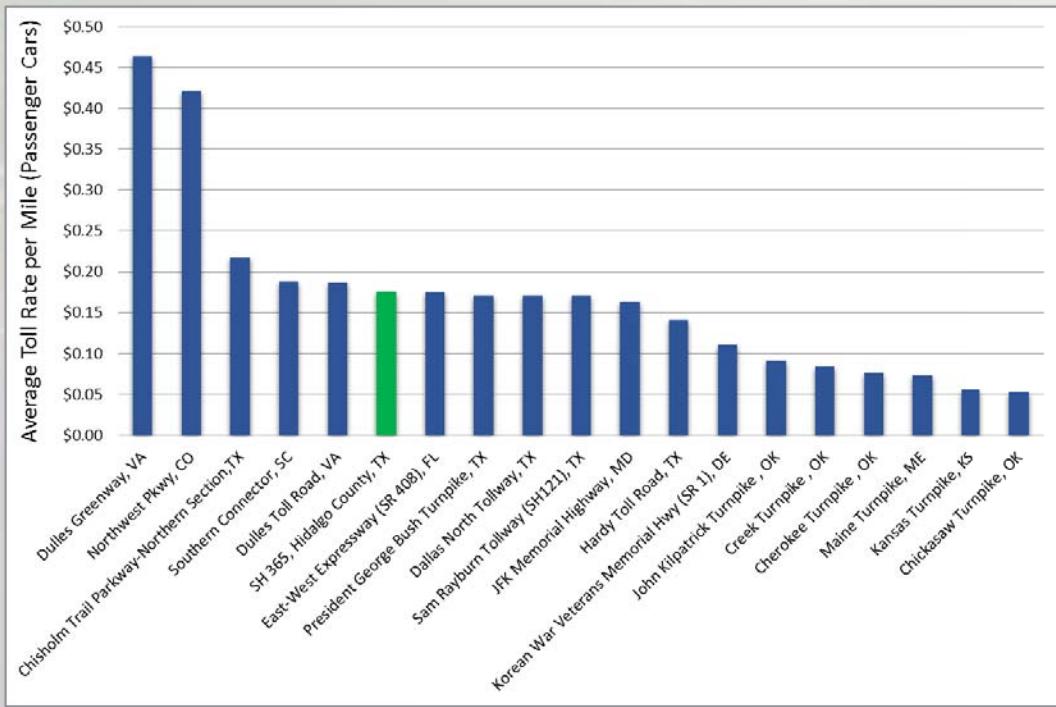
Toll Configuration

- Section 1** – 4.3 miles from the Anzalduas DSA Connector to Spur 115 (S. 23rd St)
- Section 2** – 4.0 miles from Spur 115 (S. 23rd St) to US 281 (S. Cage Blvd)
- Section 3** – 2.0 miles from US 281 (S. Cage Blvd) to Dicker Rd
- Section 4** – 1.8 miles from Dicker Rd to US 281 (Military Hwy)

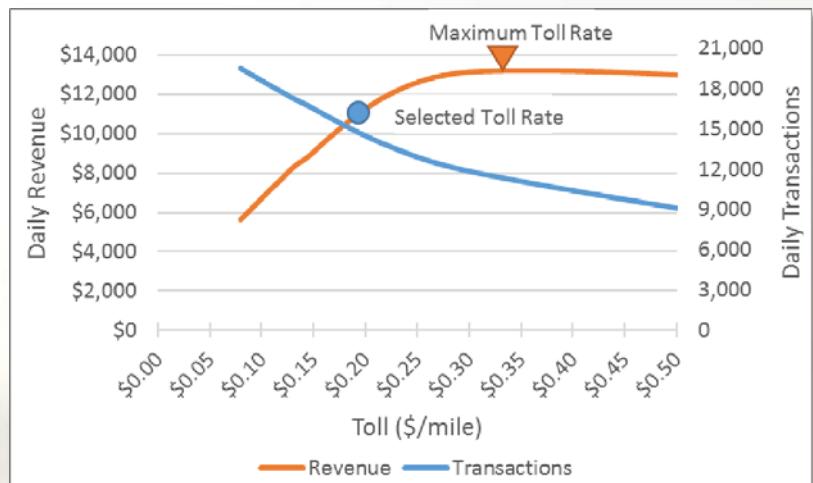
Travel Demand Model

- Initial Project toll rate: 17.5 cents per mile (in 2016 dollars)
- Increases based on Texas CPI (2% annual growth per year)

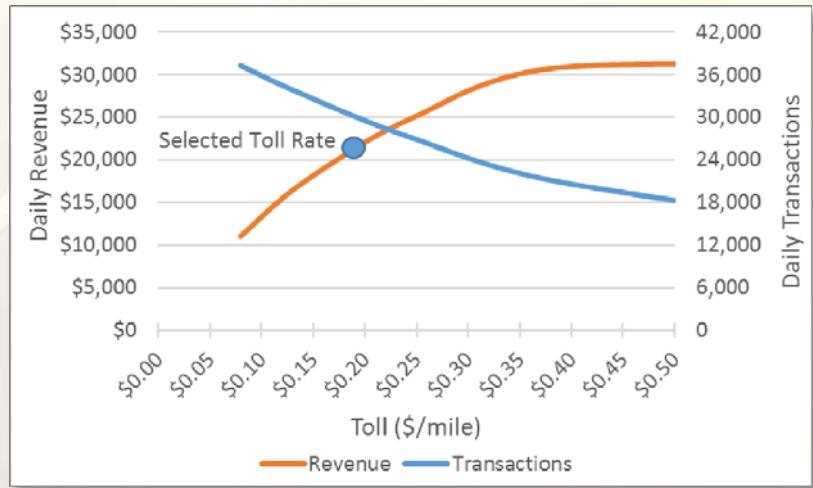
ETC Toll Rates of Various U.S. Toll Roads



Daily T&R Sensitivity to Toll Rate - 2020



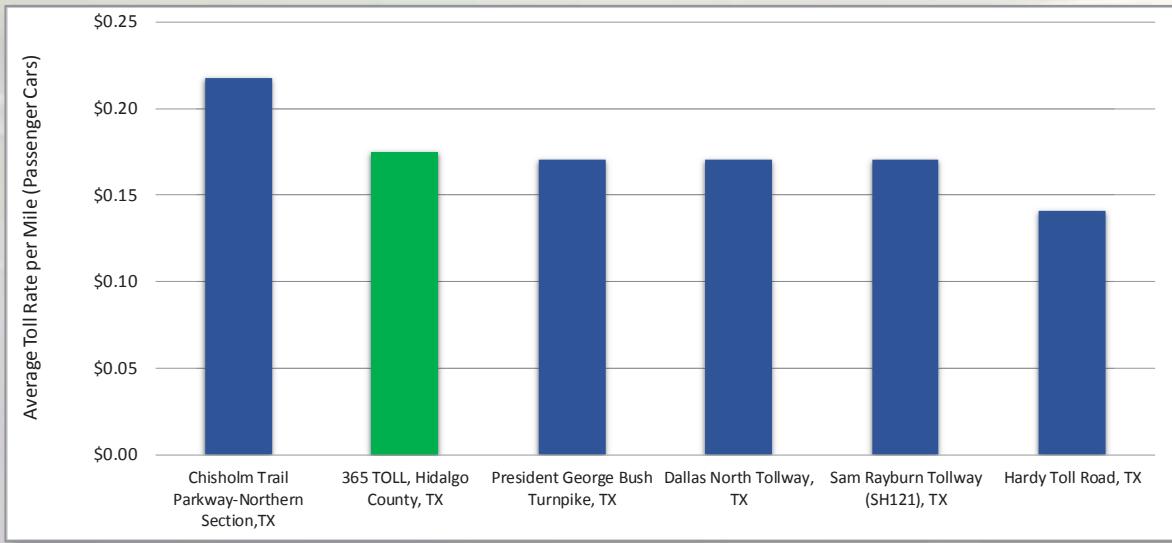
Daily T&R Sensitivity to Toll Rate - 2040



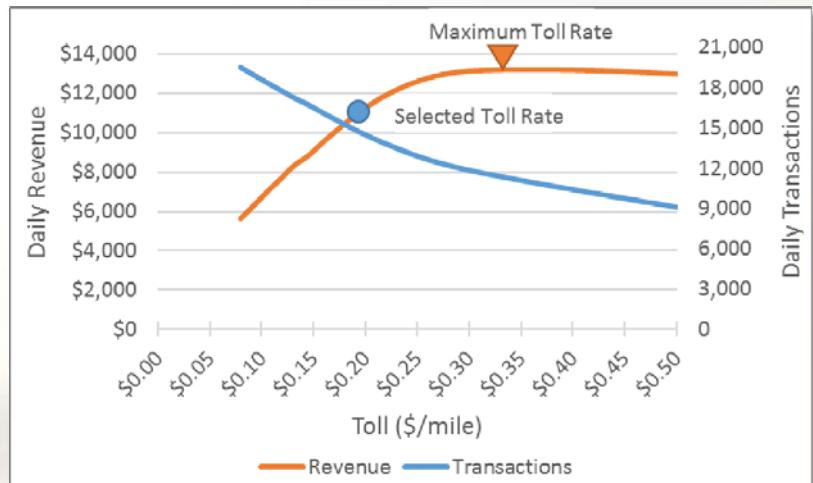
Travel Demand Model

- Initial Project toll rate: 17.5 cents per mile (in 2016 dollars)
- Increases based on assumed CPI (2% annual growth per year)

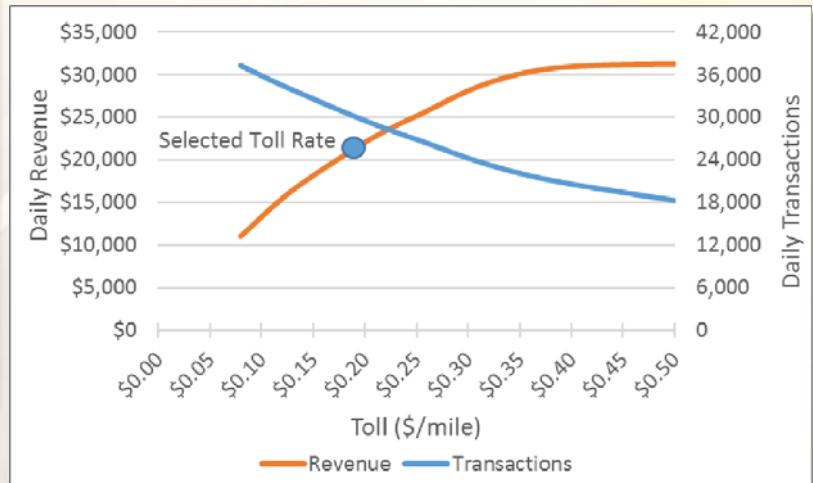
ETC Toll Rates of Various Texas Toll Roads



Daily T&R Sensitivity to Toll Rate - 2020



Daily T&R Sensitivity to Toll Rate - 2040



Outline

Introduction

Improvements to the 2014 IG Study

Travel Demand Model

Traffic and Revenue Results

Questions

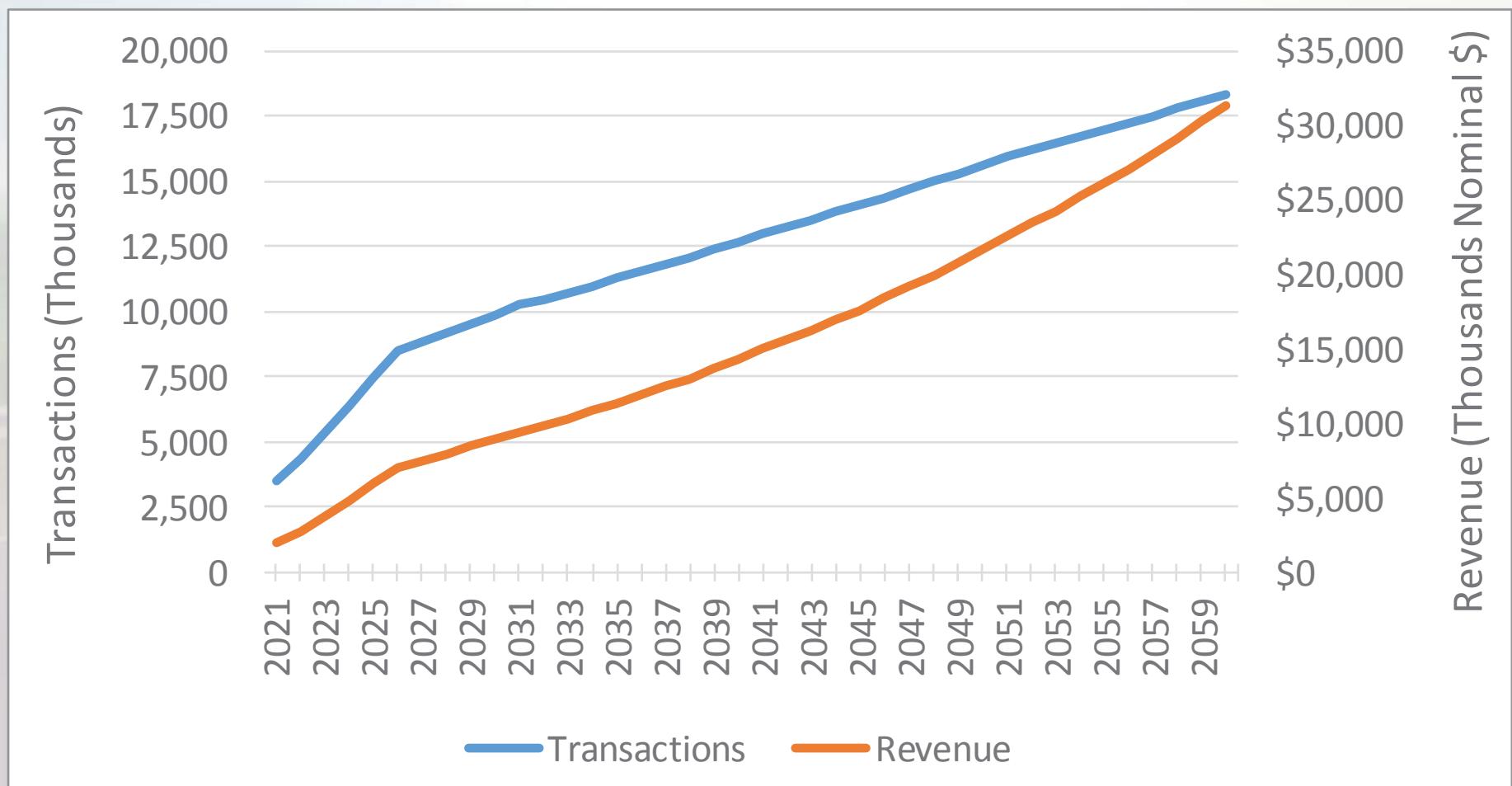
Traffic and Revenue Results

- **Opening Year 2021**
 - \$2 million in toll revenue
 - 3.5 million toll transactions
- **By Year 2041**
 - \$16 million in toll revenue
 - 13 million toll transactions
- **By Year 2060**
 - \$35 million in toll revenue
 - 18 million toll transactions
- **Accumulated Gross Revenue**
 - \$350 million (2016 dollars)
 - Compared to 2014 results:
 - 2.6% higher revenue
 - 12.5% lower toll rate

Year	Transactions (Thousands)			Revenue (Thousands 2016\$)			Revenue (Thousands Nominal \$)		
	Auto	Truck	Total	Auto	Truck	Total	Auto	Truck	Total
2021	2,962	539	3,501	\$1,130	\$670	\$1,800	\$1,250	\$740	\$1,990
2022	3,731	662	4,393	\$1,580	\$890	\$2,470	\$1,780	\$1,000	\$2,780
2023	4,560	794	5,354	\$2,090	\$1,140	\$3,230	\$2,400	\$1,310	\$3,710
2024	5,447	936	6,383	\$2,680	\$1,410	\$4,090	\$3,140	\$1,650	\$4,790
2025	6,393	1,086	7,479	\$3,340	\$1,720	\$5,060	\$3,990	\$2,060	\$6,050
2026	7,399	1,143	8,542	\$4,000	\$1,830	\$5,830	\$4,880	\$2,230	\$7,110
2027	7,671	1,187	8,858	\$4,150	\$1,890	\$6,040	\$5,160	\$2,350	\$7,510
2028	7,953	1,233	9,186	\$4,320	\$1,970	\$6,290	\$5,480	\$2,500	\$7,980
2029	8,245	1,280	9,525	\$4,480	\$2,050	\$6,530	\$5,800	\$2,650	\$8,450
2030	8,549	1,329	9,878	\$4,640	\$2,110	\$6,750	\$6,120	\$2,780	\$8,900
2031	8,863	1,381	10,244	\$4,820	\$2,200	\$7,020	\$6,490	\$2,960	\$9,450
2032	9,070	1,420	10,490	\$4,940	\$2,270	\$7,210	\$6,780	\$3,120	\$9,900
2033	9,281	1,460	10,741	\$5,060	\$2,330	\$7,390	\$7,090	\$3,260	\$10,350
2034	9,498	1,502	11,000	\$5,190	\$2,400	\$7,590	\$7,410	\$3,430	\$10,840
2035	9,719	1,544	11,263	\$5,310	\$2,480	\$7,790	\$7,740	\$3,610	\$11,350
2036	9,946	1,588	11,534	\$5,440	\$2,550	\$7,990	\$8,080	\$3,790	\$11,870
2037	10,178	1,633	11,811	\$5,590	\$2,630	\$8,220	\$8,470	\$3,990	\$12,460
2038	10,415	1,680	12,095	\$5,720	\$2,710	\$8,430	\$8,840	\$4,190	\$13,030
2039	10,658	1,727	12,385	\$5,860	\$2,790	\$8,650	\$9,240	\$4,400	\$13,640
2040	10,906	1,776	12,682	\$6,010	\$2,870	\$8,880	\$9,670	\$4,620	\$14,290
2041	11,160	1,827	12,987	\$6,160	\$2,960	\$9,120	\$10,110	\$4,860	\$14,970
2042	11,384	1,872	13,256	\$6,280	\$3,030	\$9,310	\$10,510	\$5,070	\$15,580
2043	11,611	1,919	13,530	\$6,410	\$3,110	\$9,520	\$10,940	\$5,310	\$16,250
2044	11,844	1,967	13,811	\$6,540	\$3,190	\$9,730	\$11,390	\$5,550	\$16,940
2045	12,080	2,016	14,096	\$6,660	\$3,260	\$9,920	\$11,830	\$5,790	\$17,620
2046	12,322	2,067	14,389	\$6,800	\$3,350	\$10,150	\$12,320	\$6,070	\$18,390
2047	12,569	2,119	14,688	\$6,930	\$3,440	\$10,370	\$12,800	\$6,360	\$19,160
2048	12,820	2,171	14,991	\$7,080	\$3,520	\$10,600	\$13,340	\$6,630	\$19,970
2049	13,076	2,226	15,302	\$7,220	\$3,600	\$10,820	\$13,880	\$6,920	\$20,800
2050	13,338	2,281	15,619	\$7,360	\$3,700	\$11,060	\$14,430	\$7,250	\$21,680
2051	13,605	2,338	15,943	\$7,500	\$3,790	\$11,290	\$15,000	\$7,580	\$22,580
2052	13,809	2,385	16,194	\$7,610	\$3,870	\$11,480	\$15,520	\$7,890	\$23,410
2053	14,016	2,433	16,449	\$7,730	\$3,940	\$11,670	\$16,080	\$8,200	\$24,280
2054	14,226	2,482	16,708	\$7,850	\$4,020	\$11,870	\$16,660	\$8,530	\$25,190
2055	14,439	2,531	16,970	\$7,960	\$4,110	\$12,070	\$17,230	\$8,900	\$26,130
2056	14,656	2,582	17,238	\$8,080	\$4,180	\$12,260	\$17,840	\$9,230	\$27,070
2057	14,876	2,633	17,509	\$8,200	\$4,270	\$12,470	\$18,470	\$9,620	\$28,090
2058	15,099	2,686	17,785	\$8,320	\$4,360	\$12,680	\$19,110	\$10,020	\$29,130
2059	15,325	2,740	18,065	\$8,450	\$4,450	\$12,900	\$19,800	\$10,430	\$30,230
2060	15,555	2,795	18,350	\$8,580	\$4,530	\$13,110	\$20,510	\$10,830	\$31,340

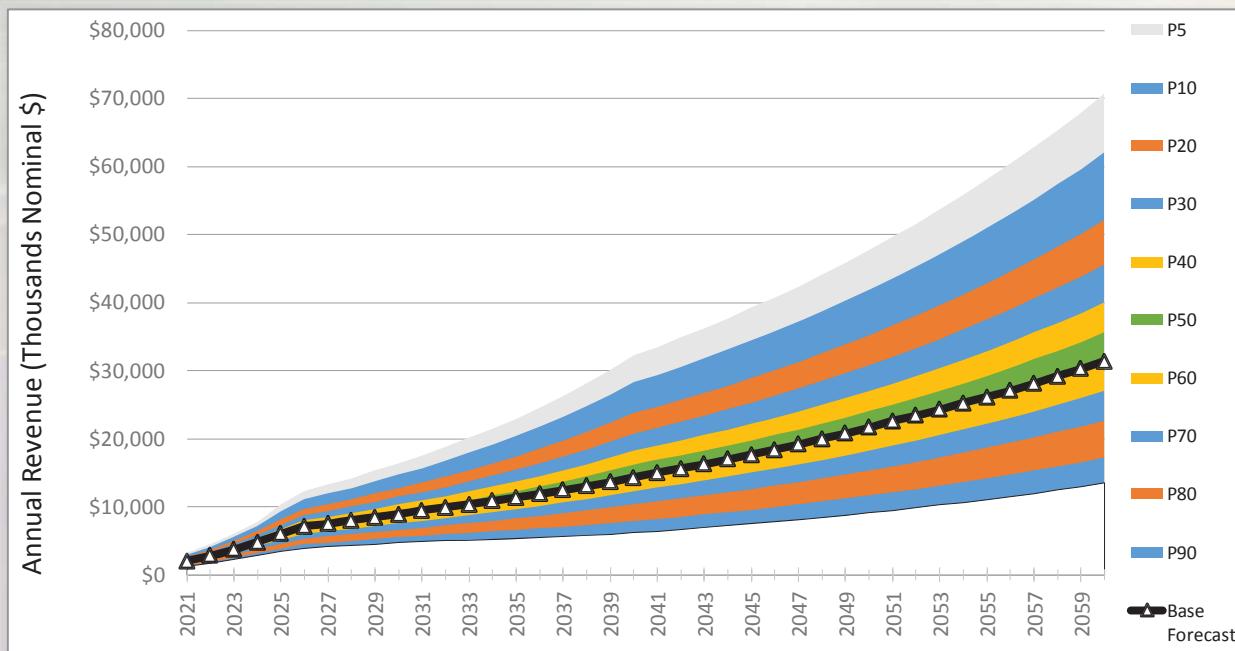
Traffic and Revenue Results

- 365 TOLL Traffic and Revenue Forecast



Traffic and Revenue Results

- Risk Analysis / Assessment
 - Identified key input variables
 - Determined the distribution of identified variables
 - Implemented the revenue model
 - Monte Carlo simulation



Key Input Variables

- Toll
- VOT
- Population growth
- Car revenue days
- Truck revenue days
- Truck traffic growth
- ETC penetration
- Video toll recovery

Questions/Comments

Carlos Contreras, President

cmcontreras@candm-associates.com
(214) 245-5300, Ext. 405



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Item 1A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u>X</u>	AGENDA ITEM	<u>1A</u>
PLANNING COMMITTEE	_____	DATE SUBMITTED	<u>09/18/17</u>
FINANCE COMMITTEE	_____	MEETING DATE	<u>09/26/17</u>
TECHNICAL COMMITTEE	_____		

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



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD OF DIRECTORS MEETING FOR SEPTEMBER 2017

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 Dir.

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

Eric Davila, PE, CFM, Chief Development Eng.

Carlos "CJ" Moreno, Jr., Acquisition Coord.

Celia Gaona, CIA, Chief Auditor/Compliance Ofcr.

Jose Castillo, Chief Financial Ofcr.

Sergio Mandujano, Constr. Records Keeper

Maria Alaniz, Admin. Assistant

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

General Engineering Consultant

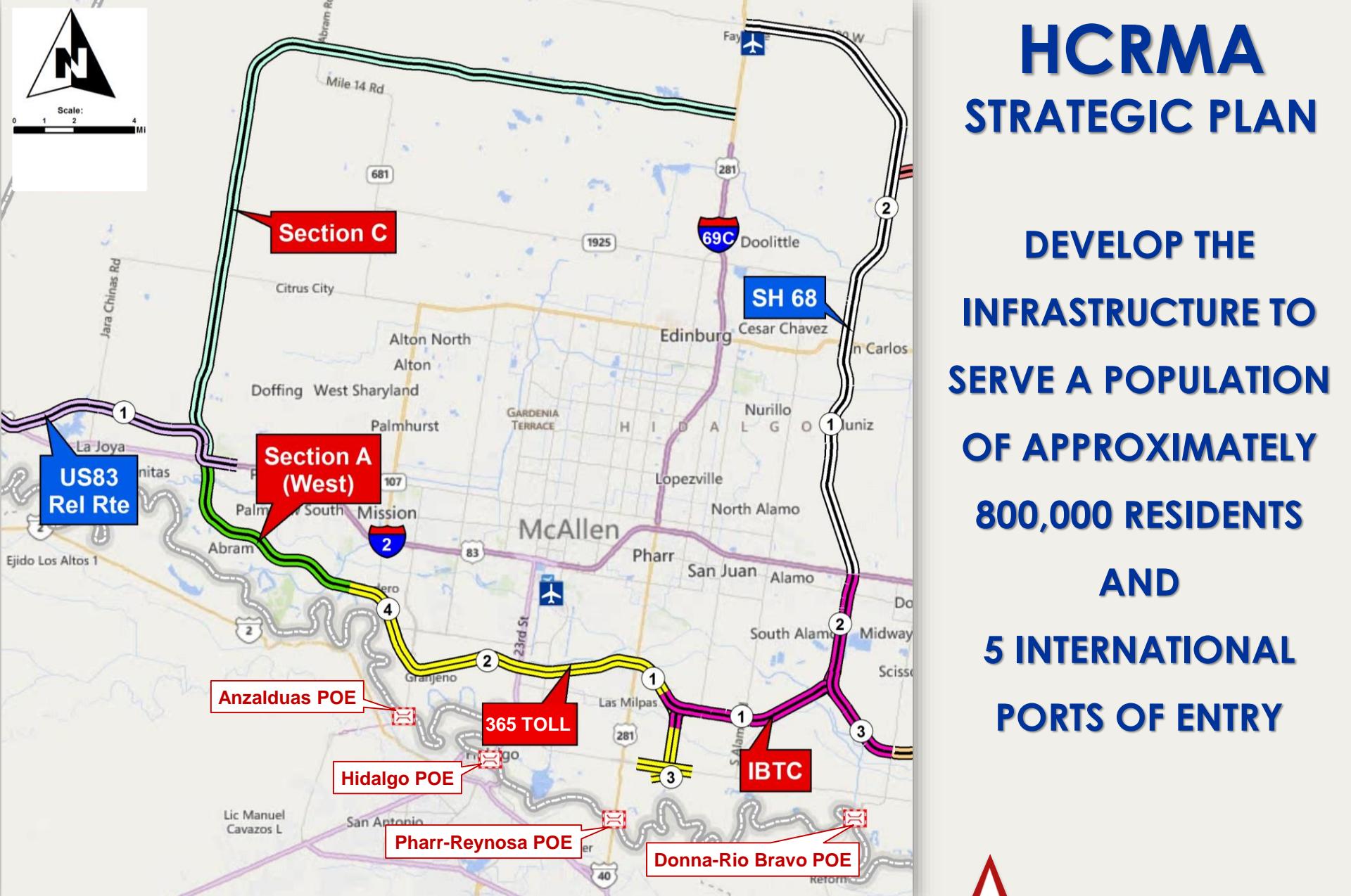
HDR ENGINEERING, INC.

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

► OVERVIEW

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

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



HCRMA STRATEGIC PLAN

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

► SYSTEMWIDE TASKS

□ HCRMA ProjectWise System

- Used for our all electronic core DESIGN and CONSTR related filing and coordination.
- Over 10 user groups have been reactivated.

□ HCRMA FTP System

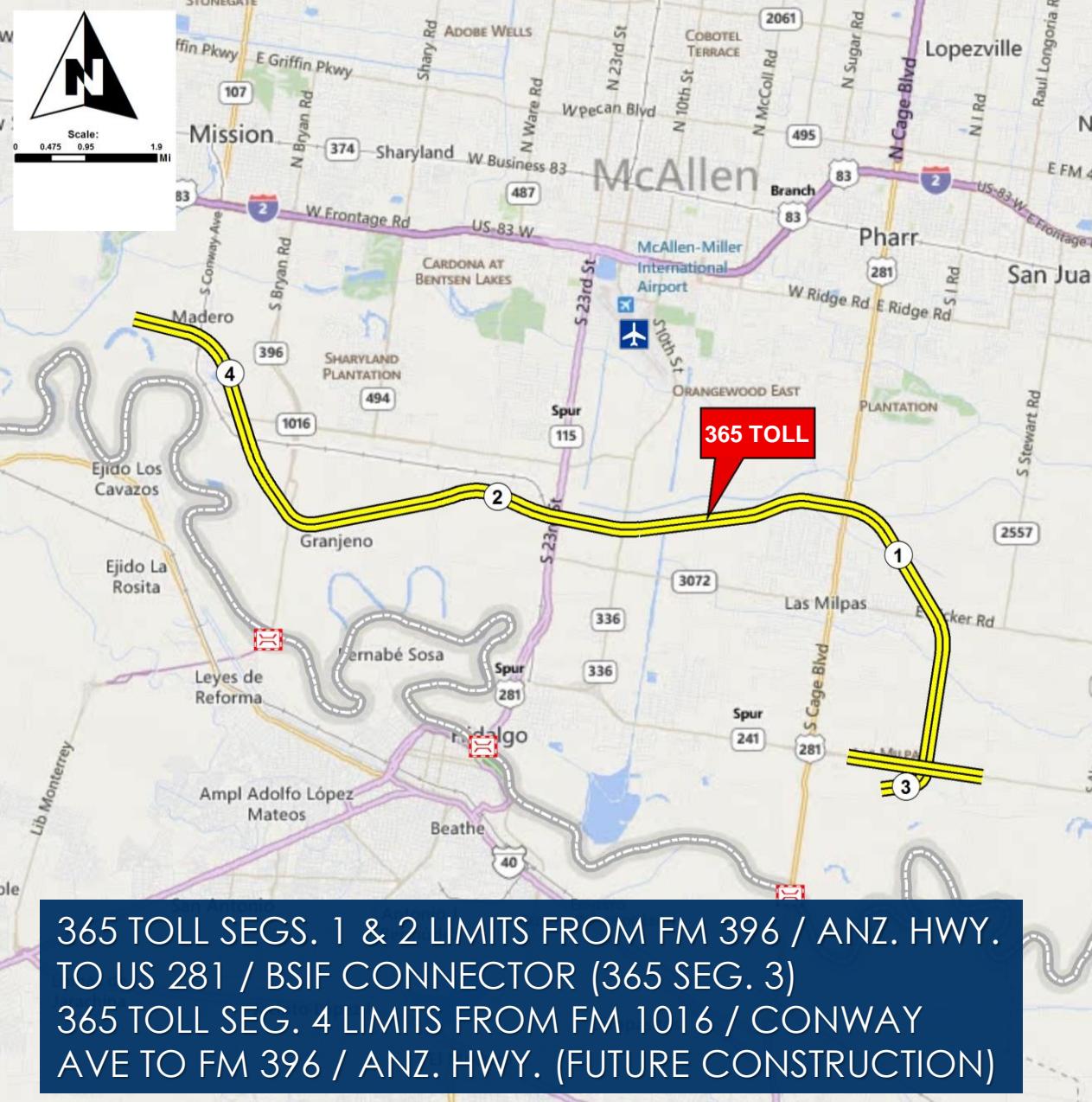
- User group workspaces created, all systems nominal.

□ Microsoft Office 365 Migration

- Ongoing

□ New HCRMA GIS Website

- <http://hcrma.net/GIS-public.html>



MAJOR MILESTONES:

NEPA CLEARANCE
 07/03/2015

95% ROW AS OF
 06/30/2017

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

PH 2: 365 TOLL
SEGS. 1 & 2 –
LETTING: 10/2017
START: 01/2018



□ Advance Planning

- Env.: Final USIBWC No Objection Letter acquired.
- Surveys: SUE complete, “gap” parcels ongoing for public Row that needs to eventually get incorporated into HCRMA ROW Map.
- ROW Acquisition: 25 parcels remaining (23 final resolution with irrigation districts), representing 5% of the remaining area.
- Utility Relo.: Ongoing
- Drainage Outfalls: HCDD1 Providing Schematics End of Sept 2017 for priority 1 outfalls.

□ Design (PS&E):

- Segment engineers addressing TxDOT 100% comments.

□ Bid Phase

- Draft Bid Plan / Bid Proposal submitted for processing / acquiring State Letter of Authority (SLOA).
- Project to be released for letting with all-electronic submittals.
- Final announcements to be posted to HCRMA Calendar and at:
<http://hcrma.net/bids.html>

□ Post-NEPA Activity:

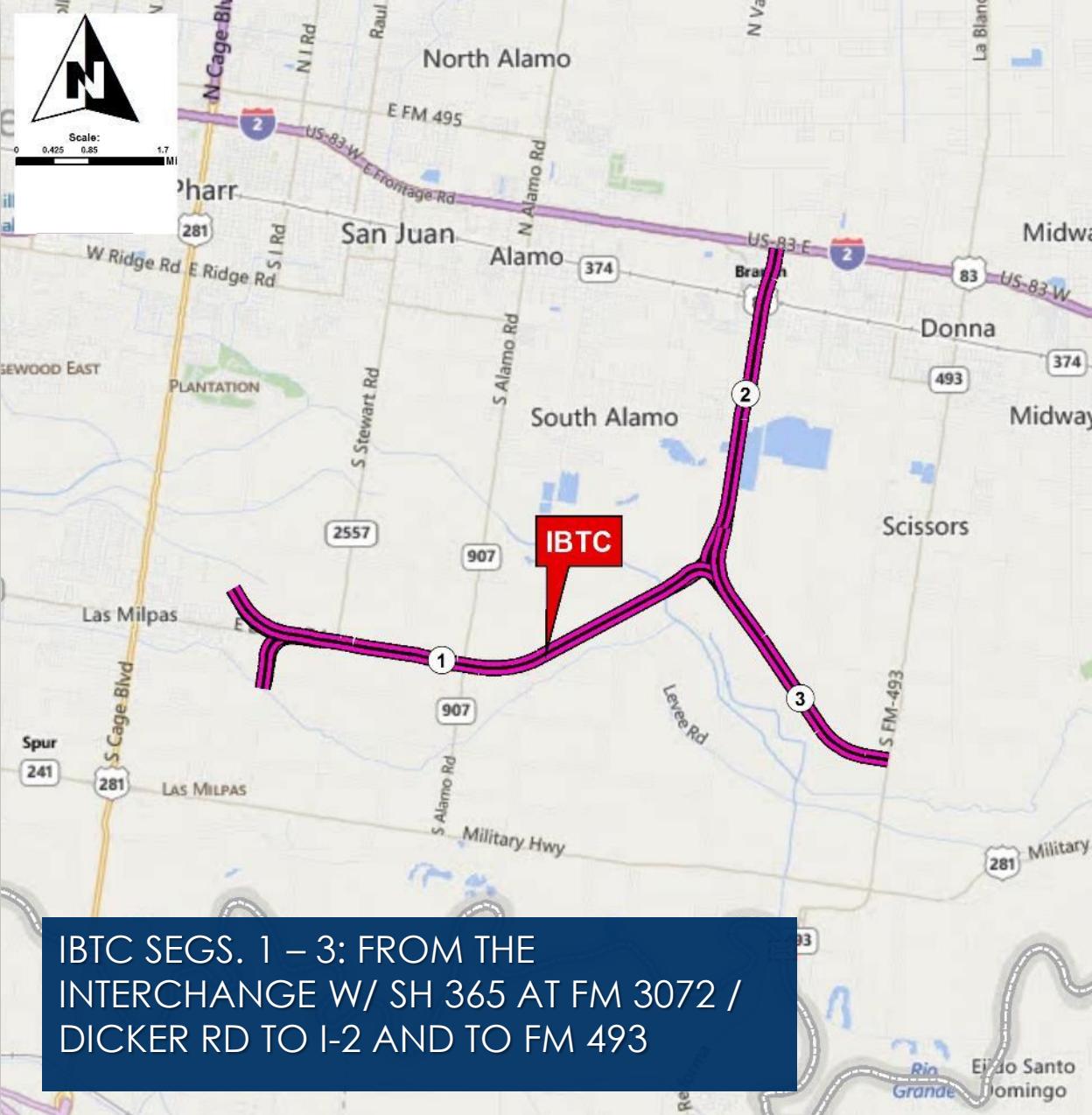
- USIBWC Coordination during Construction
- USACE 404 Site Grading Improvements

□ GEC Activity (HDR Engineering, Inc.):

- Currently conducting due diligence on construction costs and operational modeling.
- Preparing their portion of the GEC Report.

□ Finance:

- Construction / operations modeling ongoing.
- Coordinating Maps / content necessary for prelim. official statement (POS)



MAJOR MILESTONES:

EST. NEPA
CLEARANCE: 06/2019

LETTING: 12/2020

Advance Planning

- Env.: Classification Letter and Scoping Toolkit Submitted Aug 2017 (pending meeting from TxDOT).
- Surveys: On Hold.
- ROW Acquisition: On Hold.
- Utility Relo.: On Hold.

 Design (PS&E):

- On Hold

 Related Construction:

- IBTC Lift Sta Relo (as part of ETT Agreement)
- Demos of HCRMA-Acquired Structures within IBTC / Red River area.



FM 1925

(COLLABORATION W/ TXDOT, CCRMA, AND HCRMA)

DESCRIPTION:

- ▶ PROJECT LENGTH IS APPROX. 27 MI
- ▶ FROM I-69C IN HIDALGO COUNTY TO I-69-E IN CAMERON COUNTY
- ▶ KEY PARALLEL CORRIDOR TO I-2 WITH IMPORTANCE TO MOBILITY PROJECTS BY TXDOT, CCRMA AND HCRMA

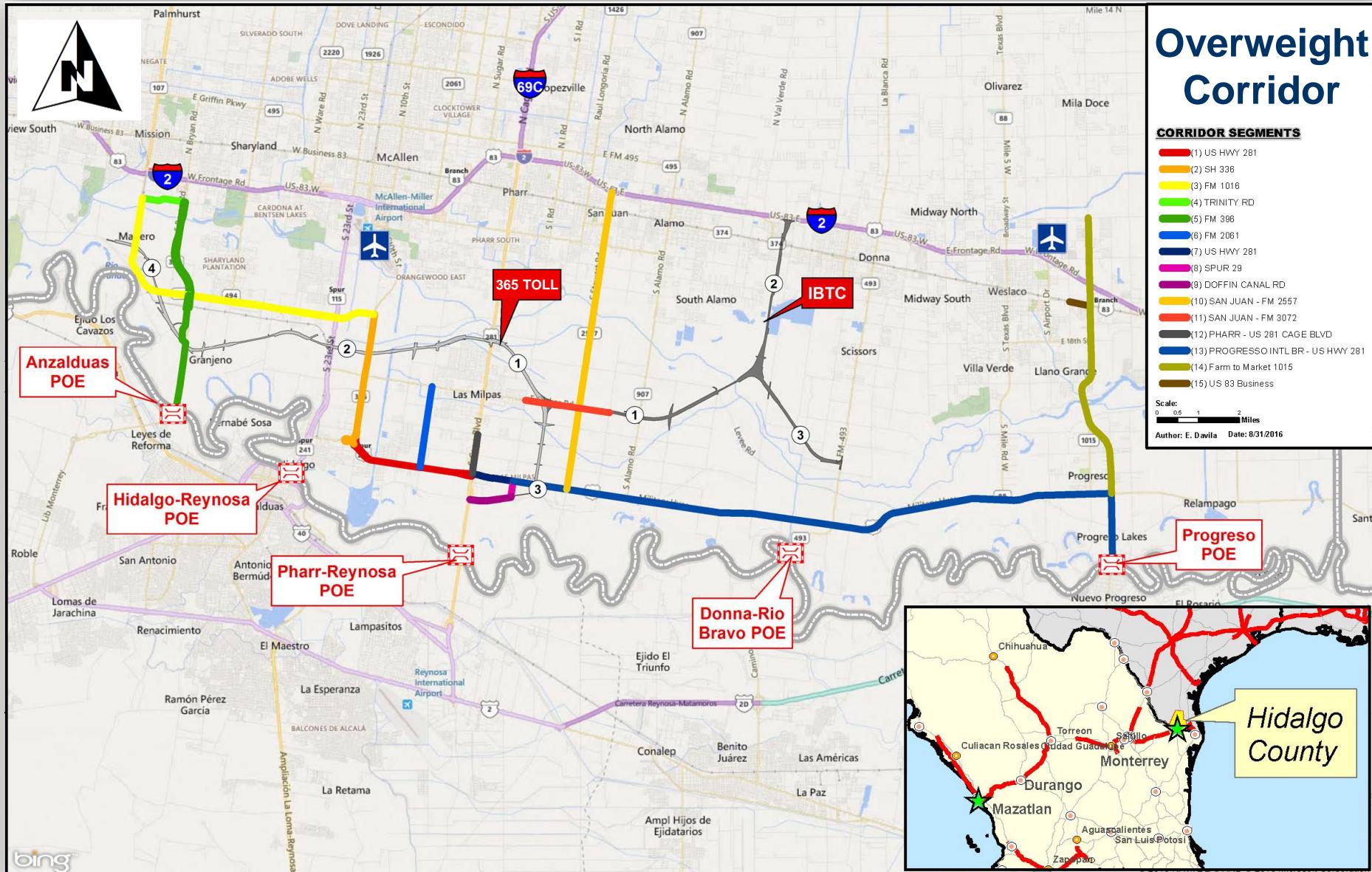


HCRMA
 HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

► FM 1925

FM
1925

- TxDOT Committed Supplemental Development Authority Funds for the Entire 27 Mile Corridor as an expressway facility.
- TxDOT has committed to funding the development of the Schematic Design and Environmental documents.
- Project Stakeholder meeting set for Sept 2017

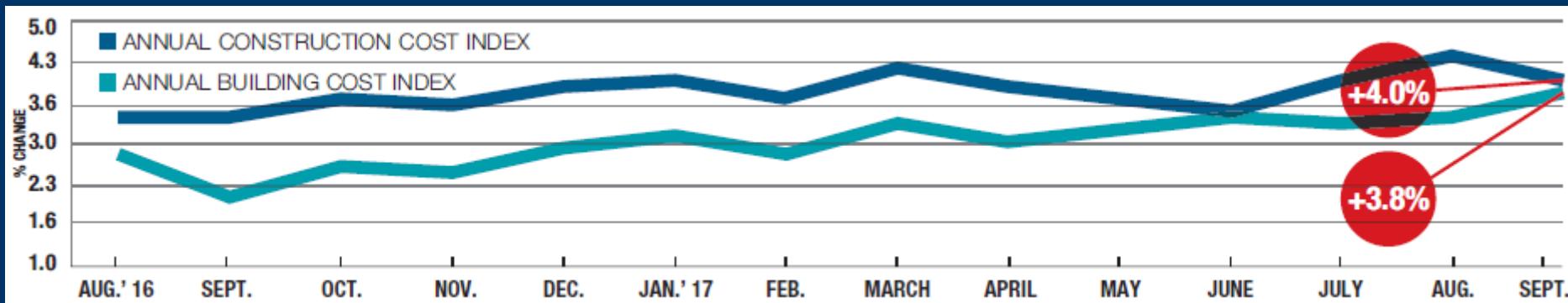


► **OVERWEIGHT CORRIDOR 1/1/17 – 9/15/17**

Total Permits Issued:	27,657
Total Amount Collected:	\$ 2,273,664
■ Convenience Fees:	\$ 61,104
■ Total Permit Fees:	\$ 2,212,560
– Pro Miles:	\$ 82,971
– TxDOT:	\$ 1,880,676
– HCRMA:	\$ 248,913

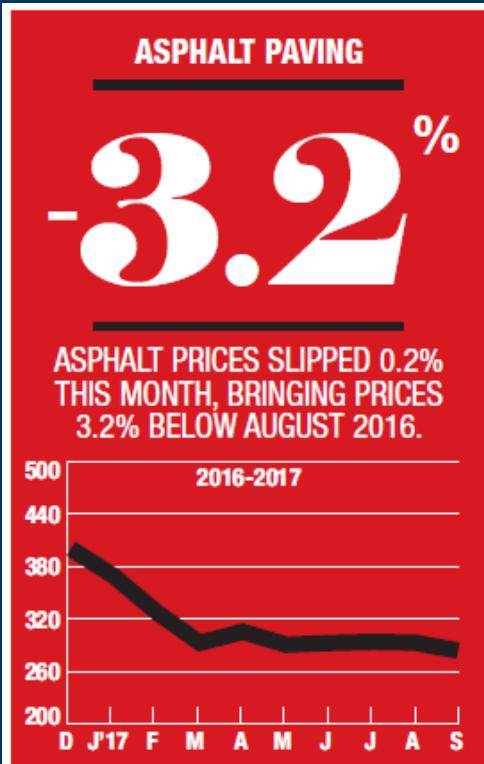
► CONSTR. ECON. DIGEST SEPT 2017

Construction Cost Index (2012-2017)



► CONSTR. ECON. DIGEST SEPT 2017

- The 20-city average price for liquid asphalt has changed as follows:
 - Price decreased 0.2% since Aug 2017
 - Price decreased 3.2% since Aug 2016



20-CITY AVERAGE

ITEM	UNIT	\$PRICE	%MONTH	%YEAR
ASPHALT PAVING				
PG 58	TON	380.22	-0.2	-3.2
Cutback, MC800	TON	384.14	-0.1	+2.3
Emulsion, RAPID SET	TON	357.95	-0.2	+0.4
Emulsion, SLOW SET	TON	367.46	-0.0	+1.6
PORTLAND CEMENT				
Type one	TON	114.41	-0.9	+3.0
MASONRY CEMENT				
70-lb	BAG	9.34	-1.8	+12.5
CRUSHED STONE				
Base course	TON	10.09	+0.2	-3.1
Concrete course	TON	10.76	-0.1	-1.1
Asphalt course	TON	11.07	-0.1	-0.5
SAND				
Concrete	TON	9.10	-0.1	-1.3
Masonry	TON	10.95	-0.2	+6.1
READY-MIX CONCRETE				
3,000 psi	CY	113.74	+0.3	+10.4
4,000 psi	CY	128.27	+0.3	+17.7
5,000 psi	CY	150.18	+0.3	+28.8
CONCRETE BLOCK				
Normal weight: 8" x 8" x 16"	C	135.02	+0.5	-2.5
Lightweight: 8" x 8" x 16"	C	167.76	+0.3	+3.8
12" x 8" x 16"	C	175.22	+0.2	-0.1

Item 1B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

1B
09/19/17
09/26/17

1. Agenda Item: **REPORT ON CONSTRUCTION ACTIVITY FOR US 281/MILITARY HIGHWAY OVERPASS/BSIF CONNECTOR PROJECT.**
2. Nature of Request: (Brief Overview) Attachments: Yes No
Report on Construction Activity for US 281/Military Highway Overpass/BSIF Connector Project
by Ramon Navarro, IV, Chief Construction Engineer.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No N/A
5. Staff Recommendation: **Report only.**
6. Program Manager's Recommendation: Approved Disapproved None
7. Planning Committee's Recommendation: Approved Disapproved None
8. Board Attorney's Recommendation: Approved Disapproved None
9. Chief Auditor's Recommendation: Approved Disapproved None
10. Chief Financial Officer's Recommendation: Approved Disapproved None
11. Chief Construction Engineer's Recommendation: Approved Disapproved None
12. Executive Director's Recommendation: Approved Disapproved None



US281 / BSIF CONNECTOR

CSJ# 0220-01-023



EXECUTIVE SUMMARY

- ❖ The Notice to Proceed (NTP) was issued to Foremost Paving on January 19, 2016, with time charges commencing on **February 17, 2016**.
- ❖ Project is to be completed within **535** calendar days. The specified number of “calendar days” in which the work is to be completed are 7 day consecutive Julian calendar days, inclusive of Saturdays, Sundays, including all holidays, regardless of weather conditions, material availability, or other conditions not under the control of the Contractor.
- ❖ The total construction cost was submitted at **\$19,425,546.44**.

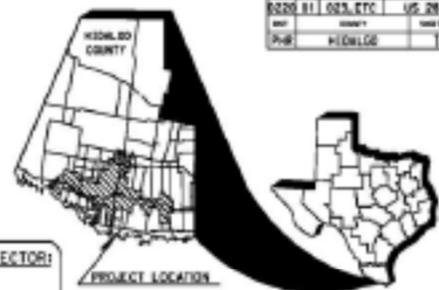
INDEX DATA
SHEET ON PAGE 2

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

PLANS OF PROPOSED ROADWAY IMPROVEMENT

FINAL PLAN DATA 1
FINAL CONTRACT PRICE: _____
CONTRACTORS NAME: _____
CONTRACTORS ADDRESS: _____
LETTING DATE: _____
DATE WORK BEGAN: _____
DATE WORK COMPLETED: _____
DATE OF ACCEPTANCE: _____
HOMA DATE OF ACCEPTANCE: _____
CHANGE ORDERS & SUPP. AGREEMENTS: _____

FEDERAL AID PROJECT NO.			
CSJ 1	ETC	000	000
0220-01	023	ETC	US 281
000	000	000	000
000	000	000	000



US 281 (MILITARY ROAD) AND BSIF CONNECTOR

PROJECT LENGTH US 281

ROADWAY: 9408 FT = 1.78 MI.
SIDERO: 202 FT = 0.06 MI.
TOTAL: 9610 FT = 1.84 MI.

LIMITS: US 281 (MILITARY RD)

FROM 0.47 MILES EAST OF SP 600
TO FM 281 (SOUTH CAGE BLVD)

PROJECT LENGTH BSIF CONNECTOR

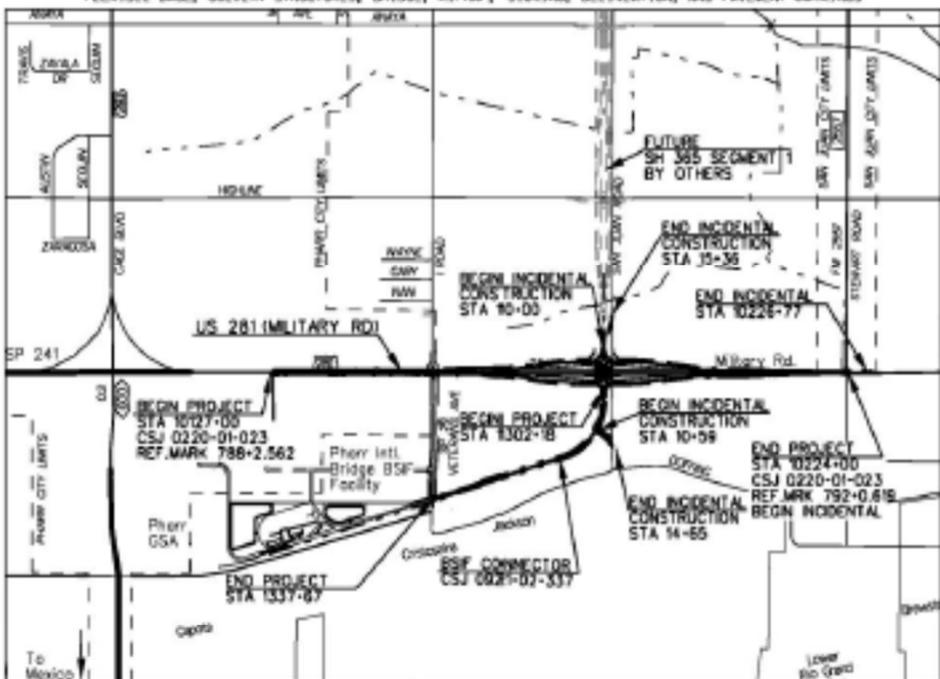
ROADWAY: 3549 FT = 0.67 MI.
SIDERO: 0 FT = 0.00 MI.
TOTAL: 3549 FT = 0.67 MI.

LIMITS FOR BSIF CONNECTOR

FROM US 281 (MILITARY RD)
TO SP 29 (VETERANS RD)

CONSTRUCTION OF WIDENING TO 4 LANE DIVIDED URBAN, ETC.

CONSISTING OF GRADING, CONCRETE PAVEMENT, ASPHALT, LIME TREATED SUBGRADE, FLEXIBLE BASE, CULVERT STRUCTURES, BRIDGE, RIPRAP, SIGNING, DELINEATION, AND PAVEMENT MARKINGS



SCALE: 1" = 1 MI.

LEGEND

— CITY LIMITS

LOCAL ENTITIES	
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CONCURRENCE	DATE
NAME	TITLE
CITY OF MIAMI CONCURRENCE	DATE
NAME	TITLE
CARSON CITY IRRIGATION DISTRICT CONCURRENCE	DATE
NAME	TITLE
HIDALGO COUNTY ASSESSOR CONCURRENCE	DATE
NAME	TITLE

HCRMA	
CONTRACTOR	Texas Department of Transportation
PROGRAM MANAGEMENT CONSULTANT	DANNENBAUM
ENGINEERING CORPORATION	TEKNO CONSULTANT GROUP
TEKNO INFRASTRUCTURE GROUP	Consulting Engineers 201 E. Avenue B Mante, Texas 75759 (800) 844-1000

PETER RODRIGUEZ, P.E. DATE
EXECUTIVE DIRECTOR

ALL CONSTRUCTION WORK WAS PERFORMED IN
ACCORDANCE WITH THE PLANS, SPECIFICATIONS
AND CONTRACT. ALL PROPOSED CONSTRUCTION
WAS COMPLETED UNLESS OTHERWISE NOTED.

SPECIFICATIONS ADOPTED BY THE TEXAS
DEPARTMENT OF TRANSPORTATION ON NOVEMBER
1, 2014 AND SPECIFICATION ITEMS LISTED
AND DATED AS FOLLOWS SHALL GOVERN ON
THIS PROJECT. REQUIREMENTS CONTAINED
PROVISIONS FOR FEDERAL-aid CONSTRUCTION
CONTRACTS (FORM FHWA 1273, MAY 2012).

PROJECT DATA

DESIGN SPEED:
45 mph - BSIF Connector
- STA 1302-18 TO STA 1337-07

60 mph - US 281 - STA 10127-00 TO
STA 10224-00

REGISTERED ACCESSIBILITY SPECIALIST (RAS):
TxDOT INSPECTION NOT REQUIRED

AST:
2015 - 28,600
2035 - 39,600

EXCEPTIONS:
NONE

FUNCTION CLASS

BSIF CONNECTOR -
LOCAL CONNECTOR
US 281 - PRINCIPAL
ARTERIAL

BRIDGE:
STA. 10180+85.92 TO
STA. 10183+77.92

RAILROAD CROSSINGS:
NONE

EQUATIONS:
NONE

RECOMMENDED FOR LETTING

DANNENBAUM PM PROJECT MANAGER

SUBMITTED FOR LETTING

TEKNO PROJECT ENGINEER

SUBMITTED FOR LETTING

RECOMMENDED FOR LETTING

RADY DISTRICT ENGINEER

APPROVED FOR LETTING

HOMA EXECUTIVE DIRECTOR

SUBMITTED FOR LETTING

TEKNO INFRASTRUCTURE GROUP
PROJECT MANAGEMENT SUPERVISOR

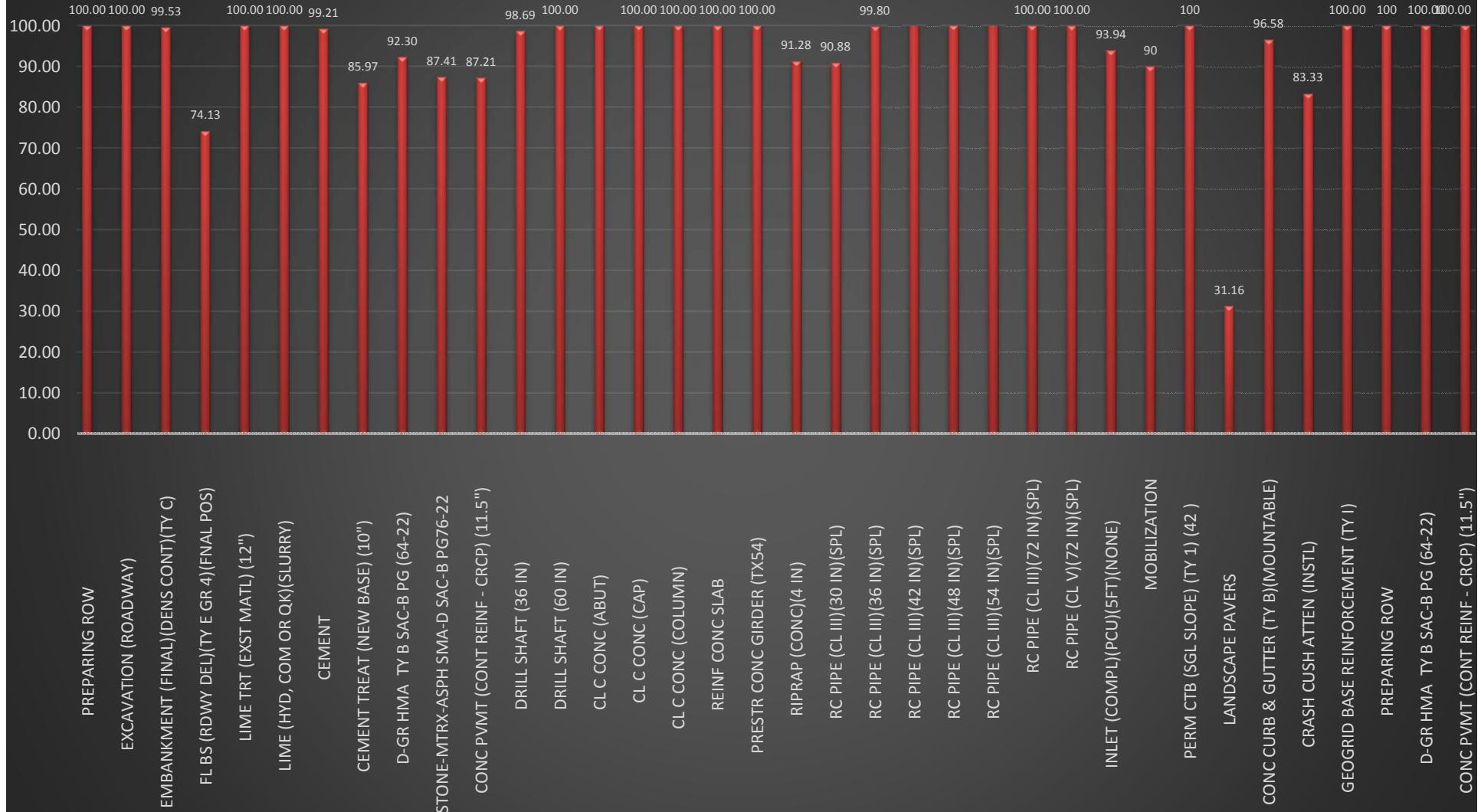
SCHEDULE & CONSTRUCTION COSTS

- ❖ As of September 1, 2017, the project was **563** days into the contract, with **1** day remaining: to date project is 588 days, 24 days into LDs.
- ❖ The project is approximately **87.78%** complete based on the total construction value estimated for payment Application (#19) in the amount of **\$880,367.44**; total paid to date **\$16,190,967.71** leaving a remaining balance of **\$2,229,697.78**.
- ❖ Six (6) approved Change Order(s):

❖ CO#1 4/26/16 2T KEBO Protective Slab	+3 days	\$6,623.32	.034%
❖ CO#2 7/26/16 3A TCP / Plan Revisions		\$(279,813.91)	(1.44%)
❖ CO#3 9/27/16 3A Backfill/Utilities/Removal items		\$39,231.18	.202%
❖ CO#4 3/28/17 Various items		\$(42,564.94)	(.222%)
❖ CO#5 6/28/17 Various items	+23 days	\$22,341.85	
❖ CO#6 6/28/17 Transmaritime Fence		\$48,774.00	
❖ O#7 8/28/17 Various items	+3 days	\$80,894.89	

MAJOR ITEMS OF WORK

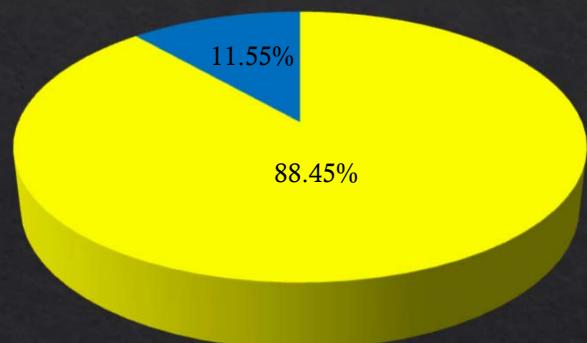
MAJOR ITEMS of WORK



SCHEDULE & CONSTRUCTION COSTS

ESTIMATE PERCENTAGES

- ESTIMATE COMPLETED \$17,071,335.15
- ESTIMATE REMAINING \$2,229,697.78



JOB TIME EXPENDED

- TIME USED 564 DAYS
- TIME REMAINING 1 DAYS



Project Production

- ❖ Crews are primarily laying various hot mix courses and constructing the substructure for bridge overpass. In addition, crews are placing drill shafts for large sign structures, luminers and signal poles.

PAYMENT INFORMATION

&

DBE MONTHLY REPORT

INVOICE – PAYMENT DETAIL



Hidalgo County Regional Mobility Authority

Detailed Payment

0220-01-023 ETC

Description: County: HIDALGO
Type: WIDEN 4 LANE RURAL TO 6 LANES
Time: 535 WORKING DAYS
Highway: US 281
Length: 1.84
From: 0.45 Mi E of SP 600 (Cage Blvd.)

Payment Number: 19

Prime Contractor:

Foremost Paving Inc.
P.O. Box 29
Weslaco, Texas 78599

Pay Period: 08/01/2017 to 08/31/2017

Approval Date: 09/26/2017

Payment Status:

Pending Approval

Awarded Project Amount: \$19,425,546.44

Authorized Amount: \$19,301,032.93

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date
Section - 1 US 281										
0010	100-6002	STA	\$4,000.000	105.00	0.00	105.00	105.00	105.00	\$0.00	\$420,000.00
PREPARING ROW										
0020	104-6009	SY	\$64.000	25.00	0.00	25.00	25.00	25.00	\$0.00	\$1,600.00
REMOVING CONC (RIPRAP)										
0030	104-6017	SY	\$22.000	288.00	0.00	288.00	288.00	288.00	\$0.00	\$6,336.00
REMOVING CONC (DRIVEWAYS)										
0040	104-6022	LF	\$3.500	1,646.00	0.00	1,646.00	1,646.00	1,646.00	\$0.00	\$5,761.00
REMOVING CONC (CURB AND GUTTER)										

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date
0050	104-6028	SY	\$15.500	175.00	0.00	175.00	175.00	175.00	\$0.00	\$2,712.50
	REMOVING CONC (MISC)									
0060	106-6002	SY	\$4.600	4,399.00	0.00	4,399.00	4,399.00	4,399.00	\$0.00	\$20,235.40
	OBLITERATING ABANDONED ROAD									
0070	110-6001	CY	\$4.000	60,439.00	0.00	60,438.50	60,438.50	60,438.50	\$0.00	\$241,754.00
	EXCAVATION (ROADWAY)									
0080	132-6006	CY	\$8.000	171,729.00	0.00	170,929.00	170,929.00	170,929.00	\$0.00	\$1,367,432.00
	EMBANKMENT (FINAL)(DENS CONT)(TY C)									
0090	160-6005	CY	\$40.000	50.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	FURNISHING AND PLACING TOPSOIL									
0100	164-6035	SY	\$0.350	67,610.00	0.00	30,912.11	30,912.11	30,912.11	\$0.00	\$10,819.24
	DRILL SEEDING (PERM) (RURAL) (CLAY)									
0110	164-6041	SY	\$0.320	67,610.00	0.00	19,933.87	19,933.87	19,933.87	\$0.00	\$6,378.84
	DRILL SEEDING (TEMP) (WARM)									
0120	168-6001	MG	\$30.000	1,000.00	1,000.00	0.00	1,000.00	1,000.00	\$30,000.00	\$30,000.00
	VEGETATIVE WATERING									
0130	169-6001	SY	\$0.850	13,008.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	SOIL RETENTION BLANKETS (CL 1) (TY A)									
0140	204-6003	MG	\$1.500	420.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	SPRINKLING (DUST CONTROL)									
0150	247-6225	CY	\$20.000	25,145.00	0.00	18,640.88	18,640.88	21,786.19	\$0.00	\$372,817.60
	FL BS (RDWY DEL)(TY E GR 4)(FNAL POS)									
0160	251-6056	CY	\$8.000	5,636.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	RWRK BS MTL(TY B)(8") (DEN CNT) (ORG POS)									
161	251-6056	CY	\$8.000		0.00	22,468.43	22,468.43	22,468.43	\$0.00	\$179,747.44
	RWRK BS MTL(TY B)(8") (DEN CNT) (ORG POS)									
0170	260-6011	SY	\$3.000	125,234.00	0.00	125,234.00	125,234.00	131,118.58	\$0.00	\$375,702.00
	LIME TRT (EXST MATL) (12")									
0180	260-6043	TON	\$127.000	2,497.00	0.00	2,497.00	2,497.00	2,560.63	\$0.00	\$317,119.00
	LIME (HYD, COM OR QK) (SLURRY)									
0190	260-6055	SY	\$5.000	305.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	LIME TRT (NEW BASE)(22")									

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date
0200	275-6001	TON	\$170.000	1,042.00	0.00	1,033.75	1,033.75	1,033.75	\$0.00	\$175,737.50
CEMENT										
0210	275-6031	SY	\$2.000	109,817.00	0.00	94,410.05	94,410.05	94,410.05	\$0.00	\$188,820.10
CEMENT TREAT (NEW BASE) (10")										
0220	310-6009	GAL	\$4.000	24,735.00	0.00	21,538.27	21,538.27	21,538.27	\$0.00	\$86,153.08
PRIME COAT (MC-30)										
0230	341-6076	TON	\$70.000	20,056.00	272.16	18,511.69	18,783.85	18,783.85	\$19,051.20	\$1,314,869.50
D-GR HMA TY B SAC-B PG (64-22)										
0240	346-6014	TON	\$95.000	8,750.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
STONE-MTRX-ASPH SMA-D SAC-A PG76-22										
0250	346-6018	TON	\$90.000	20,046.00	0.00	17,182.00	17,182.00	17,182.00	\$0.00	\$1,546,380.00
STONE-MTRX-ASPH SMA-D SAC-B PG76-22										
251	346-6014	TON	\$84.000		0.00	0.00	0.00	0.00	\$0.00	\$0.00
STONE-MTRX-ASPH SMA-D SAC-A PG76-22										
0260	346-7001	TON	\$83.000	11,456.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
STONE-MTRX-ASPH SMA-D SAC-B PG64-22										
0270	354-6041	SY	\$5.000	1,581.00	1,581.00	0.00	1,581.00	1,980.00	\$7,905.00	\$7,905.00
PLANE ASPH CONC PAV (1.5")										
271	354-6041	SY	\$1.500		10,666.67	0.00	10,666.67	10,666.67	\$16,000.01	\$16,000.01
PLANE ASPH CONC PAV (1.5")										
0280	360-6014	SY	\$82.000	12,995.00	2,338.50	8,994.16	11,332.66	11,332.66	\$191,757.00	\$929,278.12
CONC PVMT (CONT REINF - CRCP) (11.5")										
0290	400-6003	CY	\$38.000	846.00	0.00	836.40	836.40	836.40	\$0.00	\$31,783.20
STRUCT EXCAV (PIPE)										
0300	400-6005	CY	\$75.000	462.00	34.46	427.54	462.00	462.00	\$2,584.50	\$34,650.00
CEM STABIL BKFL										
0310	400-6006	SY	\$125.000	185.00	0.00	185.00	185.00	185.00	\$0.00	\$23,125.00
CUT & RESTORING PAV										
0320	400-6011	CY	\$16.000	882.00	200.00	682.00	882.00	882.00	\$3,200.00	\$14,112.00
SAND BACKFILL										
0330	402-6001	LF	\$1.000	11,017.00	0.00	11,693.00	11,693.00	11,693.00	\$0.00	\$11,693.00
TRENCH EXCAVATION PROTECTION										

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date
0340	416-6001 DRILL SHAFT (18 IN)	LF	\$73.000	252.00	0.00	252.00	252.00	252.00	\$0.00	\$18,396.00
0350	416-6002 DRILL SHAFT (24 IN)	LF	\$140.000	48.00	0.00	18.00	18.00	18.00	\$0.00	\$2,520.00
0360	416-6004 DRILL SHAFT (36 IN)	LF	\$108.000	1,038.00	0.00	1,024.40	1,024.40	1,024.40	\$0.00	\$110,635.20
0370	416-6006 DRILL SHAFT (48 IN)	LF	\$450.000	132.00	0.00	87.00	87.00	87.00	\$0.00	\$39,150.00
0380	416-6007 DRILL SHAFT (54 IN)	LF	\$465.000	77.00	0.00	26.00	26.00	26.00	\$0.00	\$12,090.00
0390	416-6008 DRILL SHAFT (60 IN)	LF	\$275.000	640.00	0.00	640.00	640.00	665.00	\$0.00	\$176,000.00
0400	416-6029 DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	\$185.000	40.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0410	420-6013 CL C CONC (ABUT)	CY	\$1,000.000	114.80	0.00	114.80	114.80	114.80	\$0.00	\$114,800.00
0420	420-6029 CL C CONC (CAP)	CY	\$800.000	198.00	0.00	198.00	198.00	198.00	\$0.00	\$158,400.00
0430	420-6037 CL C CONC (COLUMN)	CY	\$1,925.000	75.60	0.00	75.60	75.60	75.60	\$0.00	\$145,530.00
0440	422-6001 REINF CONC SLAB	SF	\$14.000	23,360.00	0.00	23,360.00	23,360.00	23,360.00	\$0.00	\$327,040.00
0450	425-6039 PRESTR CONC GIRDER (TX54)	LF	\$144.000	2,835.00	0.00	2,835.00	2,835.00	2,835.00	\$0.00	\$408,240.00
0460	432-6001 RIPRAP (CONC)(4 IN)	CY	\$500.000	588.00	0.00	536.70	536.70	536.70	\$0.00	\$268,350.00
0470	432-6002 RIPRAP (CONC)(5 IN)	CY	\$460.000	124.00	64.00	0.00	64.00	64.00	\$29,440.00	\$29,440.00
0480	432-6006 RIPRAP (CONC)(CL B)	CY	\$1,500.000	1.75	0.00	0.00	0.00	0.00	\$0.00	\$0.00
0490	432-6045 RIPRAP (MOW STRIP)(4 IN)	CY	\$640.000	90.00	90.00	0.00	90.00	90.00	\$57,600.00	\$57,600.00

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date
0500	450-6023	LF	\$77.650	656.00	656.00	0.00	656.00	656.00	\$50,938.40	\$50,938.40
	RAIL (TY SSTR)									
0510	454-6001	LF	\$80.000	158.00	0.00	158.00	158.00	158.00	\$0.00	\$12,640.00
	SEALED EXPANSION JOINT (4 IN) (SEJ - A)									
0520	464-6025	LF	\$55.000	227.00	0.00	227.00	227.00	227.00	\$0.00	\$12,485.00
	RC PIPE (CL V)(18 IN)									
0530	464-6029	LF	\$160.000	227.00	0.00	227.00	227.00	227.00	\$0.00	\$36,320.00
	RC PIPE (CL V)(48 IN)									
0540	464-6038	LF	\$54.000	1,538.00	0.00	1,610.00	1,610.00	1,610.00	\$0.00	\$86,940.00
	RC PIPE (CL III)(18 IN)(SPL)									
0550	464-6039	LF	\$58.000	1,200.00	0.00	1,006.00	1,006.00	1,006.00	\$0.00	\$58,348.00
	RC PIPE (CL III)(24 IN)(SPL)									
0560	464-6040	LF	\$65.000	2,877.00	0.00	2,614.50	2,614.50	2,614.50	\$0.00	\$169,942.50
	RC PIPE (CL III)(30 IN)(SPL)									
0570	464-6041	LF	\$100.000	1,501.00	0.00	1,498.00	1,498.00	1,498.00	\$0.00	\$149,800.00
	RC PIPE (CL III)(36 IN)(SPL)									
0580	464-6042	LF	\$113.000	1,192.00	0.00	1,257.00	1,257.00	1,257.00	\$0.00	\$142,041.00
	RC PIPE (CL III)(42 IN)(SPL)									
0590	464-6043	LF	\$128.000	2,011.00	0.00	2,012.00	2,012.00	2,012.00	\$0.00	\$257,536.00
	RC PIPE (CL III)(48 IN)(SPL)									
0600	464-6044	LF	\$159.000	1,267.00	0.00	1,279.00	1,279.00	1,279.00	\$0.00	\$203,361.00
	RC PIPE (CL III)(54 IN)(SPL)									
0610	464-7001	LF	\$258.000	443.00	0.00	443.00	443.00	443.00	\$0.00	\$114,294.00
	RC PIPE (CL III)(72 IN)(SPL)									
0620	464-7002	LF	\$340.000	430.00	0.00	430.00	430.00	430.00	\$0.00	\$146,200.00
	RC PIPE (CL V)(72 IN)(SPL)									
0630	465-6005	EA	\$3,700.000	2.00	0.00	2.00	2.00	2.00	\$0.00	\$7,400.00
	JCTBOX(COMPL)(PJB)(3FTX3FT)									
0640	465-6006	EA	\$4,200.000	1.00	0.00	1.00	1.00	1.00	\$0.00	\$4,200.00
	JCTBOX(COMPL)(PJB)(4FTX4FT)									
0650	465-6009	EA	\$5,700.000	5.00	0.00	5.00	5.00	5.00	\$0.00	\$28,500.00
	JCTBOX(COMPL)(PJB)(5FTX5FT)									

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date
0660	465-6012	EA	\$10,000.000	2.00	0.00	2.00	2.00	2.00	\$0.00	\$20,000.00
	JCTBOX(COMPL)(PJB)(8FTX8FT)									
0670	465-6037	EA	\$4,500.000	33.00	0.00	31.00	31.00	31.00	\$0.00	\$139,500.00
	INLET (COMPL)(PCU)(5FT)(NONE)									
0680	465-6038	EA	\$4,900.000	4.00	0.00	3.00	3.00	3.00	\$0.00	\$14,700.00
	INLET (COMPL)(PCU)(5FT)(LEFT)									
0690	465-6040	EA	\$5,600.000	5.00	0.00	3.00	3.00	3.00	\$0.00	\$16,800.00
	INLET (COMPL)(PCU)(5FT)(BOTH)									
0700	465-6048	EA	\$5,800.000	8.00	0.00	8.00	8.00	8.00	\$0.00	\$46,400.00
	INLET (COMPL)(POD)(FG)(3FTX3FT)									
0710	465-7001	EA	\$6,500.000	2.00	0.00	2.00	2.00	2.00	\$0.00	\$13,000.00
	INLET (COMP) TY F (SPL)									
0720	496-6002	EA	\$600.000	3.00	0.00	3.00	3.00	3.00	\$0.00	\$1,800.00
	REMOV STR (INLET)									
0730	496-6003	EA	\$600.000	1.00	0.00	1.00	1.00	1.00	\$0.00	\$600.00
	REMOV STR (MANHOLE)									
0740	496-6004	EA	\$300.000	31.00	0.00	31.00	31.00	31.00	\$0.00	\$9,300.00
	REMOV STR (SET)									
0750	496-6005	EA	\$500.000	2.00	0.00	2.00	2.00	2.00	\$0.00	\$1,000.00
	REMOV STR (WINGWALL)									
0760	496-6006	EA	\$500.000	2.00	0.00	2.00	2.00	2.00	\$0.00	\$1,000.00
	REMOV STR (HEADWALL)									
0770	496-6007	LF	\$12.000	3,617.00	0.00	4,117.00	4,117.00	4,117.00	\$0.00	\$49,404.00
	REMOV STR (PIPE)									
0780	500-6001	LS	\$903,000.000	1.00	0.00	0.90	0.90	0.90	\$0.00	\$812,700.00
	MOBILIZATION									
0790	502-6001	MO	\$2,500.000	18.00	1.00	17.00	18.00	18.00	\$2,500.00	\$45,000.00
	BARRICADES, SIGNS AND TRAFFIC HANDLING									
0800	506-6001	LF	\$65.000	76.00	0.00	67.00	67.00	67.00	\$0.00	\$4,355.00
	ROCK FILTER DAMS (INSTALL) (TY 1)									
0810	506-6011	LF	\$30.000	76.00	0.00	10.00	10.00	10.00	\$0.00	\$300.00
	ROCK FILTER DAMS (REMOVE)									

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date
0820	506-6021	SY	\$30.000	360.00	0.00	360.00	360.00	360.00	\$0.00	\$10,800.00
	CONSTRUCTION EXITS (INSTALL) (TY 2)									
0830	506-6024	SY	\$15.000	360.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	CONSTRUCTION EXITS (REMOVE)									
0840	506-6041	LF	\$6.500	885.00	0.00	1,227.00	1,227.00	1,227.00	\$0.00	\$7,975.50
	BIODEG EROSN CONT LOGS (INSTL) (12")									
0850	506-6043	LF	\$0.750	885.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	BIODEG EROSN CONT LOGS (REMOVE)									
0860	508-6001	SY	\$41.000	7,137.00	0.00	1,566.30	1,566.30	1,566.30	\$0.00	\$64,218.30
	CONSTRUCTING DETOURS									
0870	512-6001	LF	\$8.000	9,182.00	0.00	6,780.00	6,780.00	6,780.00	\$0.00	\$54,240.00
	PORT CTB (FUR & INST)(SGL SLOPE)(TY 1)									
0880	512-6025	LF	\$3.000	8,722.00	0.00	356.00	356.00	356.00	\$0.00	\$1,068.00
	PORT CTB (MOVE)(SGL SLP)(TY 1)									
0890	512-6049	LF	\$7.000	9,182.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	PORT CTB (REMOVE)(SGL SLP)(TY 1)									
0900	514-6001	LF	\$78.000	3,886.00	3,884.40	0.00	3,884.40	3,884.40	\$302,983.20	\$302,983.20
	PERM CTB (SGL SLOPE) (TY 1) (42)									
0910	514-6004	LF	\$155.000	190.00	188.00	0.00	188.00	188.00	\$29,140.00	\$29,140.00
	PERM CTB (SGL SLOPE) (TY 4) (42)									
0920	528-6004	SY	\$50.000	2,613.00	0.00	814.10	814.10	814.10	\$0.00	\$40,705.00
	LANDSCAPE PAVERS									
0930	529-6003	LF	\$15.000	2,089.00	0.00	2,089.00	2,089.00	2,099.30	\$0.00	\$31,335.00
	CONC CURB (TY II A)									
0940	529-7001	LF	\$15.000	2,216.00	2,031.00	0.00	2,031.00	2,031.00	\$30,465.00	\$30,465.00
	CONC CURB & GUTTER (TY II A)									
0950	529-6028	LF	\$10.500	16,196.00	0.00	15,642.00	15,642.00	15,642.00	\$0.00	\$164,241.00
	CONC CURB & GUTTER (TY B)(MOUNTABLE)									
0960	529-7002	LF	\$8.250	11,772.00	7,466.17	0.00	7,466.17	7,466.17	\$61,595.90	\$61,595.90
	CONC CURB (TY B) (MOUNTABLE)									
0970	530-6004	SY	\$75.000	212.00	0.00	463.66	463.66	910.26	\$0.00	\$34,774.50
	DRIVEWAYS (CONC)									

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date
0980	530-6005 DRIVEWAYS (ACP)	SY	\$21.000	814.00	0.00	953.11	953.11	953.11	\$0.00	\$20,015.31
0990	531-6004 CURB RAMPS (TY 1)	EA	\$1,350.000	16.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
1000	536-6002 CONC MEDIAN	SY	\$65.000	549.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
1010	540-6001 MTL W-BEAM GD FEN (TIM POST)	LF	\$18.750	1,545.00	250.00	400.00	650.00	650.00	\$4,687.50	\$12,187.50
1020	540-6006 MTL BEAM GD FEN TRANS (THRIE-BEAM)	EA	\$1,475.000	4.00	1.00	0.00	1.00	1.00	\$1,475.00	\$1,475.00
1030	540-6016 DOWNSTREAM ANCHOR TERMINAL SECTION	EA	\$850.000	9.00	2.00	1.00	3.00	3.00	\$1,700.00	\$2,550.00
1040	542-6001 REMOVE METAL BEAM GUARD FENCE	LF	\$2.000	267.00	0.00	267.00	267.00	267.00	\$0.00	\$534.00
1050	544-6001 GUARDRAIL END TREATMENT (INSTALL)	EA	\$2,090.000	9.00	0.00	2.00	2.00	2.00	\$0.00	\$4,180.00
1060	544-6003 GUARDRAIL END TREATMENT (REMOVE)	EA	\$385.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
1070	545-6001 CRASH CUSH ATTEN (INSTL)	EA	\$9,850.000	18.00	0.00	15.00	15.00	15.00	\$0.00	\$147,750.00
1080	545-6003 CRASH CUSH ATTEN (MOVE & RESET)	EA	\$1,450.000	10.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
1090	545-6005 CRASH CUSH ATTEN (REMOVE)	EA	\$875.000	16.00	11.00	2.00	13.00	13.00	\$9,625.00	\$11,375.00
1100	560-6007 MAILBOX INSTALL-S (WC-POST) TY 3	EA	\$225.000	6.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
1110	560-6013 MAILBOX INSTALL-M (TWW-POST) TY 4	EA	\$690.000	1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
1120	610-6106 IN RD IL (U/P) (TY 2) (150W EQ) LED	EA	\$1,850.000	8.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
1130	610-6191 IN RD IL (TY SP) 38S-8-8 (250W EQ) LED	EA	\$3,950.000	19.00	8.00	0.00	8.00	8.00	\$31,600.00	\$31,600.00

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1140	610-6214	EA	\$2,895.000	5.00	1.00	3.00	4.00	4.00	\$2,895.00	\$11,580.00
	IN RD IL (TY SA) 40T-8 (250W EQ) LED									
1150	618-6016	LF	\$15.000	140.00	80.00	8.00	88.00	88.00	\$1,200.00	\$1,320.00
	COND (PVC) (SCH 40) (1")									
1160	618-6023	LF	\$5.000	7,123.50	1,521.00	3,543.00	5,064.00	5,064.00	\$7,605.00	\$25,320.00
	COND (PVC) (SCH 40) (2")									
1170	618-6033	LF	\$10.000	892.00	0.00	582.00	582.00	582.00	\$0.00	\$5,820.00
	COND (PVC) (SCH 40) (4")									
1180	618-6062	LF	\$15.000	306.00	0.00	306.00	306.00	306.00	\$0.00	\$4,590.00
	COND (RM) (3/4")									
1190	620-6005	LF	\$1.500	306.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	ELEC CONDR (NO.10) BARE									
1200	620-6006	LF	\$1.600	612.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	ELEC CONDR (NO.10) INSULATED									
1210	620-6007	LF	\$1.400	6,599.50	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	ELEC CONDR (NO.8) BARE									
1220	620-6008	LF	\$1.500	10,961.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	ELEC CONDR (NO.8) INSULATED									
1230	620-6009	LF	\$1.700	329.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	ELEC CONDR (NO.6) BARE									
1240	620-6010	LF	\$1.800	678.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	ELEC CONDR (NO.6) INSULATED									
1250	621-6005	LF	\$1.800	1,663.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	TRAY CABLE (4 CONDR) (12 AWG)									
1260	624-6001	EA	\$520.000	20.00	0.00	5.00	5.00	5.00	\$0.00	\$2,600.00
	GROUND BOX TY A (122311)									
1270	624-6002	EA	\$750.000	5.00	0.00	2.00	2.00	2.00	\$0.00	\$1,500.00
	GROUND BOX TY A (122311)W/APRON									
1280	624-6007	EA	\$745.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	GROUND BOX TY C (162911)									
1290	628-6050	EA	\$3,850.000	3.00	0.00	3.00	3.00	5.00	\$0.00	\$11,550.00
	ELC SRV TY A 240/480 060(NS)SS(T)TP(O)									

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1300	628-6300	EA	\$2,150.000	1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	ELC SRV TY T 120/240 000(NS)GS(L)TP(O)									
1310	636-6001	SF	\$20.000	108.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	ALUMINUM SIGNS (TY A)									
1320	636-6003	SF	\$22.000	925.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	ALUMINUM SIGNS (TY C)									
1330	644-6027	EA	\$505.000	48.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	IN SM RD SN SUP&AM TYS80(1)SA(P)									
1340	644-6030	EA	\$600.000	20.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	IN SM RD SN SUP&AM TYS80(1)SA(T)									
1350	644-6033	EA	\$725.000	3.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	IN SM RD SN SUP&AM TYS80(1)SA(U)									
1360	644-6034	EA	\$885.000	1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	IN SM RD SN SUP&AM TYS80(1)SA(U-1EXT)									
1370	644-6038	EA	\$1,050.000	3.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	IN SM RD SN SUP&AM TYS80(1)SA(U-EXAL)									
1380	644-6064	EA	\$1,605.000	4.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	IN BRIDGE MNT CLEARANCE SGN ASSM(TY N)									
1390	644-6076	EA	\$50.000	33.00	0.00	18.00	18.00	18.00	\$0.00	\$900.00
	REMOVE SM RD SN SUP&AM									
1400	647-6003	EA	\$545.000	1.00	0.00	1.00	1.00	1.00	\$0.00	\$545.00
	REMOVE LRSA									
1410	650-6025	EA	\$21,500.000	1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	INS OH SN SUP(25 FT CANT)									
1420	650-6032	EA	\$24,785.000	3.00	0.00	2.00	2.00	2.00	\$0.00	\$49,570.00
	INS OH SN SUP(30 FT CANT)									
1430	650-6038	EA	\$25,750.000	3.00	0.00	2.00	2.00	2.00	\$0.00	\$51,500.00
	INS OH SN SUP(35 FT CANT)									
1440	658-6001	EA	\$45.000	26.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	INSTL DEL ASSM (D-SW)SZ 1(Flx)GND									
1450	658-6013	EA	\$19.000	8.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	INSTL DEL ASSM (D-SW)SZ (BRF)CTB									

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date
1460	658-6026	EA	\$19.000	236.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	INSTL DEL ASSM (D-SY)SZ (BRF)CTB									
1470	658-6036	EA	\$53.000	41.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	INSTL DEL ASSM (D-DW)SZ 1(FLX)GND									
1480	658-6048	EA	\$46.000	6.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	INSTL OM ASSM (OM-2Z)(FLX)GND									
1490	658-6061	EA	\$35.000	19.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	INST DEL ASSM (D-SW) SZ 1 (BRF) GF 2									
1500	662-6004	LF	\$0.480	39,360.00	0.00	28,377.00	28,377.00	28,377.00	\$0.00	\$13,620.96
	WK ZN PAV MRK NON-REMOV (W)4"(SLD)									
1510	662-6034	LF	\$0.480	39,800.00	0.00	33,784.00	33,784.00	33,784.00	\$0.00	\$16,216.32
	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)									
1520	662-6050	EA	\$4.000	964.00	0.00	1,008.00	1,008.00	1,008.00	\$0.00	\$4,032.00
	WK ZN PAV MRK REMOV (REFL) TY II-A-A									
1530	662-6063	LF	\$0.750	2,310.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	WK ZN PAV MRK REMOV (W)4"(SLD)									
1531	662-6063	LF	\$0.750		0.00	7,063.00	7,063.00	7,063.00	\$0.00	\$5,297.25
	WK ZN PAV MRK REMOV (W)4"(SLD)									
1540	662-6095	LF	\$0.750	2,845.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	WK ZN PAV MRK REMOV (Y)4"(SLD)									
1541	662-6095	LF	\$0.750		0.00	9,119.00	9,119.00	9,119.00	\$0.00	\$6,839.25
	WK ZN PAV MRK REMOV (Y)4"(SLD)									
1550	662-6109	EA	\$1.000	1,020.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	WK ZN PAV MRK SHT TERM (TAB)TY W									
1560	662-6111	EA	\$1.000	2,028.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	WK ZN PAV MRK SHT TERM (TAB)TY Y-2									
1570	666-6030	LF	\$1.100	50.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	REFL PAV MRK TY I (W)8"(DOT)(100MIL)									
1580	666-6036	LF	\$1.100	5,459.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	REFL PAV MRK TY I (W)8"(SLD)(100MIL)									
1590	666-6048	LF	\$3.300	351.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	REFL PAV MRK TY I (W)24"(SLD)(100MIL)									

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date
1600	666-6224 PAVEMENT SEALER 4"	LF	\$0.250	5,476.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
1610	666-6226 PAVEMENT SEALER 8"	LF	\$0.500	2,341.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
1620	666-6230 PAVEMENT SEALER 24"	LF	\$1.500	264.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
1630	666-6300 RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	LF	\$0.480	4,280.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
1640	666-6303 RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	LF	\$0.480	30,147.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
1650	666-6312 RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	LF	\$0.480	2,000.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
1660	666-6315 RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	LF	\$0.480	32,158.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
1670	668-6005 PREFAB PAV MRK TY B (W)(4") (BRK) CNTST	LF	\$8.000	140.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
1680	668-6077 PREFAB PAV MRK TY C (W) (ARROW)	EA	\$200.000	23.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
1690	668-6080 PREFAB PAV MRK TY C (W) (UTURN ARROW)	EA	\$400.000	3.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
1700	668-6085 PREFAB PAV MRK TY C (W) (WORD)	EA	\$300.000	18.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
1710	668-6092 PREFAB PAV MRK TY C (W) (36") (YLD TRI)	EA	\$30.000	45.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
1720	672-6007 REFL PAV MRKR TY I-C	EA	\$4.000	147.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
1730	672-6008 REFL PAV MRKR TY I-R	EA	\$4.000	28.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
1740	672-6009 REFL PAV MRKR TY II-A-A	EA	\$4.000	695.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
1750	672-6010 REFL PAV MRKR TY II-C-R	EA	\$4.000	378.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date
1760	677-6001	LF	\$0.300	11,700.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	ELIM EXT PAV MRK & MRKS (4")									
1761	677-6001	LF	\$0.300		0.00	23,326.00	23,326.00	23,326.00	\$0.00	\$6,997.80
	ELIM EXT PAV MRK & MRKS (4")									
1770	677-6003	LF	\$0.600	120.00	0.00	500.00	500.00	500.00	\$0.00	\$300.00
	ELIM EXT PAV MRK & MRKS (8")									
1780	677-6007	LF	\$1.800	640.00	0.00	980.00	980.00	980.00	\$0.00	\$1,764.00
	ELIM EXT PAV MRK & MRKS (24")									
1790	677-6008	EA	\$12.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	ELIM EXT PAV MRK & MRKS (ARROW)									
1791	677-6008	EA	\$12.000		0.00	12.00	12.00	12.00	\$0.00	\$144.00
	ELIM EXT PAV MRK & MRKS (ARROW)									
1800	677-6012	EA	\$12.000	1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	ELIM EXT PAV MRK & MRKS (WORD)									
1801	677-6012	EA	\$12.000		0.00	4.00	4.00	4.00	\$0.00	\$48.00
	ELIM EXT PAV MRK & MRKS (WORD)									
1810	680-6002	EA	\$18,500.000	1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	INSTALL HWY TRF SIG (ISOLATED)									
1820	680-6004	EA	\$2,400.000	2.00	0.00	2.00	2.00	2.00	\$0.00	\$4,800.00
	REMOVING TRAFFIC SIGNALS									
1830	682-6001	EA	\$175.000	14.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	VEH SIG SEC (12")LED(GRN)									
1840	682-6002	EA	\$175.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	VEH SIG SEC (12")LED(GRN ARW)									
1850	682-6003	EA	\$175.000	14.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	VEH SIG SEC (12")LED(YEL)									
1860	682-6004	EA	\$175.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	VEH SIG SEC (12")LED(YEL ARW)									
1870	682-6005	EA	\$175.000	14.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	VEH SIG SEC (12")LED(RED)									
1880	682-6018	EA	\$465.000	12.00	0.00	4.00	4.00	4.00	\$0.00	\$1,860.00
	PED SIG SEC (LED)(COUNTDOWN)									

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date
1890	682-6023	EA	\$75.000	4.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	BACK PLATE (12") (3 SEC)									
1900	684-6010	LF	\$1.800	1,582.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	TRF SIG CBL (TY A) (12 AWG) (5 CONDR)									
1910	684-6012	LF	\$1.900	3,381.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)									
1920	684-6028	LF	\$1.200	3,039.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	TRF SIG CBL (TY A) (14 AWG) (2 CONDR)									
1930	686-6035	EA	\$7,200.000	1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	INS TRF SIG PL AM(S)1 ARM(32")LUM									
1940	686-6043	EA	\$9,950.000	1.00	0.00	1.00	1.00	1.00	\$0.00	\$9,950.00
	INS TRF SIG PL AM(S)1 ARM(40")LUM									
1950	686-6183	EA	\$17,850.000	1.00	0.00	1.00	1.00	1.00	\$0.00	\$17,850.00
	INS TRF SIG PL AM(S)2 ARM(50-32")LUM									
1960	686-6191	EA	\$18,500.000	1.00	0.00	1.00	1.00	1.00	\$0.00	\$18,500.00
	INS TRF SIG PL AM(S)2 ARM(50 - 40")LUM									
1970	687-6001	EA	\$1,050.000	8.00	0.00	3.00	3.00	3.00	\$0.00	\$3,150.00
	PED POLE ASSEMBLY									
1980	688-6001	EA	\$805.000	12.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	PED DETECT PUSH BUTTON (APS)									
1990	688-6003	EA	\$3,500.000	1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	PED DETECTOR CONTROLLER UNIT									
2000	688-6004	LF	\$8.000	1,270.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	VEH LP DETECT (SAWCUT)									
2010	1008-6001	LF	\$44.000	420.00	0.00	420.00	420.00	420.00	\$0.00	\$18,480.00
	PRSSR IRRIG PVC PIPE (18")									
2020	1008-7001	LF	\$75.000	680.00	0.00	680.00	680.00	680.00	\$0.00	\$51,000.00
	PRESS IRRIG PVC (15 IN)									
2030	1008-6002	EA	\$130.000	120.00	0.00	120.00	120.00	120.00	\$0.00	\$15,600.00
	PRSSR IRRIG PVC PIPE (24")									
2040	1008-7002	LF	\$123.000	100.00	0.00	100.00	100.00	100.00	\$0.00	\$12,300.00
	PRESS IRRIG PVC (21 IN)									

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date
2050	1008-7003	LF	\$213.000	130.00	0.00	130.00	130.00	130.00	\$0.00	\$27,690.00
	PRESS IRRIG PVC (30 IN)									
2060	1007-6004	EA	\$10,000.000	1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	IRRIGATION WELL (24")									
2070	464-6026	LF	\$70.000	576.00	0.00	576.00	576.00	576.00	\$0.00	\$40,320.00
	RC PIPE (CL V)(24 IN)									
2080	464-6028	LF	\$185.000	112.00	0.00	112.00	112.00	112.00	\$0.00	\$20,720.00
	RC PIPE (CL V)(42 IN)									
2090	465-6011	EA	\$8,200.000	2.00	0.00	2.00	2.00	2.00	\$0.00	\$16,400.00
	JCTBOX(COMPL)(PJB)(6FTX6FT)									
2100	5001-6001	SY	\$1.150	111,633.00	0.00	111,633.00	111,633.00	112,550.65	\$0.00	\$128,377.95
	GEOGRID BASE REINFORCEMENT (TY I)									
2730	662-6071	LF	\$0.600		0.00	1,046.00	1,046.00	1,046.00	\$0.00	\$627.60
	WK ZN PAV MRK REMOV (W)8"(SLD)									
2750	9608-6002	DOL	\$12.000		0.00	800.00	800.00	800.00	\$0.00	\$9,600.00
	UNIQUE CHANGE ORDER ITEM 2									
2770	344-6104	TON	\$79.320		0.00	0.00	0.00	0.00	\$0.00	\$0.00
	SUPERPAVE MIXTURES SP-D SAC-B PG64-22									
2780	9608-6004	DOL	\$6,966.670		0.00	0.00	0.00	0.00	\$0.00	\$0.00
	UNIQUE CHANGE ORDER ITEM 4									
2790	416-6032	LF	\$265.000		0.00	26.00	26.00	26.00	\$0.00	\$6,890.00
	DRILL SHAFT (TRF SIG POLE) (36 IN)									
2800	625-6003	LF	\$2.500		0.00	200.00	200.00	200.00	\$0.00	\$500.00
	ZINC-COAT STL WIRE STRAND (3/8")									
2810	628-6301	EA	\$1,200.000		0.00	1.00	1.00	1.00	\$0.00	\$1,200.00
	ELC SRV TY T 120/240 000(NS)GS(L)TS(O)									
2820	680-6001	EA	\$1,450.000		0.00	1.00	1.00	1.00	\$0.00	\$1,450.00
	INSTALL HWY TRF SIG (FLASH BEACON)									
2830	686-6020	EA	\$6,000.000		0.00	2.00	2.00	2.00	\$0.00	\$12,000.00
	INS TRF SIG PL AM (S)STR(TY D)LUM									
2840	9608-6005	DOL	\$6,966.670		0.00	5.00	5.00	5.00	\$0.00	\$34,833.35
	UNIQUE CHANGE ORDER ITEM 5									

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date
2850	344-6104	TON	\$79.320		48.19	14,271.81	14,320.00	14,550.60	\$3,822.43	\$1,135,862.40
	SUPERPAVE MIXTURES SP-D SAC-B PG64-22									
2860	1007-6004	EA	\$10,000.000		0.00	2.00	2.00	2.00	\$0.00	\$20,000.00
	IRRIGATION WELL (24")									
2870	618-6024	LF	\$20.000		0.00	90.00	90.00	90.00	\$0.00	\$1,800.00
	CONDT (PVC) (SCH 40) (2") (BORE)									
2940	104-6015	SY	\$21.000		0.00	65.00	65.00	65.00	\$0.00	\$1,365.00
	REMOVING CONC (SIDEWALKS)									
2950	110-6001	CY	\$23.000		0.00	65.00	65.00	65.00	\$0.00	\$1,495.00
	EXCAVATION (ROADWAY)									
2960	104-6021	LF	\$10.000		0.00	117.00	117.00	117.00	\$0.00	\$1,170.00
	REMOVING CONC (CURB)									
2970	104-6024	SY	\$60.000		0.00	40.00	40.00	40.00	\$0.00	\$2,400.00
	REMOVING CONC (RETAINING WALLS)									
2980	432-6001	CY	\$60.000		0.00	78.00	78.00	78.00	\$0.00	\$4,680.00
	RIPRAP (CONC)(4 IN)									
2990	529-6029	LF	\$27.000		0.00	110.00	110.00	110.00	\$0.00	\$2,970.00
	CONC CURB & GUTTER (TY A)									
3000	529-6032	LF	\$27.000		0.00	117.00	117.00	117.00	\$0.00	\$3,159.00
	CONCRETE GUTTER (MODIFIED)									
3010	530-6004	SY	\$90.000		0.00	172.00	172.00	172.00	\$0.00	\$15,480.00
	DRIVEWAYS (CONC)									
3020	531-6013	EA	\$1,600.000		0.00	2.00	2.00	2.00	\$0.00	\$3,200.00
	CURB RAMPS (TY 10)									
3030	9608-6006	DOL	\$2,350.000		0.00	1.00	1.00	1.00	\$0.00	\$2,350.00
	UNIQUE CHANGE ORDER ITEM 6									
3040	550-6003	LF	\$15.000		0.00	117.00	117.00	117.00	\$0.00	\$1,755.00
	CHAIN LINK FENCE (REMOVE)									
3050	423-6008	SF	\$35.000		0.00	250.00	250.00	250.00	\$0.00	\$8,750.00
	RETAINING WALL (CAST - IN - PLACE)									
										Section Totals: \$899,770.14 \$15,211,715.72

Section - 2 BSIF

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date
2110	100-6002	STA	\$4,000.000	36.00	0.00	36.00	36.00	36.00	\$0.00	\$144,000.00
	PREPARING ROW									
2120	110-6001	CY	\$4.000	7,639.00	0.00	7,541.30	7,541.30	7,541.30	\$0.00	\$30,165.20
	EXCAVATION (ROADWAY)									
2130	132-6006	CY	\$8.000	2,845.00	0.00	1,410.00	1,410.00	1,410.00	\$0.00	\$11,280.00
	EMBANKMENT (FINAL)(DENS CONT)(TY C)									
2140	160-6005	CY	\$40.000	50.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	FURNISHING AND PLACING TOPSOIL									
2150	164-6035	SY	\$0.350	18,282.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	DRILL SEEDING (PERM) (RURAL) (CLAY)									
2160	164-6041	SY	\$0.320	18,282.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	DRILL SEEDING (TEMP) (WARM)									
2170	168-6001	MG	\$30.000	500.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	VEGETATIVE WATERING									
2180	204-6003	MG	\$1.500	136.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	SPRINKLING (DUST CONTROL)									
2190	247-6225	CY	\$20.000	757.00	0.00	769.20	769.20	769.20	\$0.00	\$15,384.00
	FL BS (RDWY DEL)(TY E GR 4)(FNAL POS)									
2200	260-6011	SY	\$3.000	17,022.00	0.00	20,333.89	20,333.89	20,333.89	\$0.00	\$61,001.67
	LIME TRT (EXST MATL) (12")									
2210	260-6015	SY	\$3.000	3,403.00	0.00	4,842.52	4,842.52	4,842.52	\$0.00	\$14,527.56
	LIME TRT (NEW BASE)(8")									
2220	260-6043	TON	\$127.000	366.00	0.00	421.24	421.24	421.24	\$0.00	\$53,497.48
	LIME (HYD, COM OR QK)(SLURRY)									
2230	310-6009	GAL	\$4.000	3,383.00	0.00	2,942.14	2,942.14	2,942.14	\$0.00	\$11,768.56
	PRIME COAT (MC-30)									
2240	341-6076	TON	\$70.000	1,849.00	0.00	1,512.78	1,512.78	1,512.78	\$0.00	\$105,894.60
	D-GR HMA TY B SAC-B PG (64-22)									
2250	346-6014	TON	\$95.000	354.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	STONE-MTRX-ASPH SMA-D SAC-A PG76-22									
2260	360-6014	SY	\$82.000	12,693.00	0.00	12,693.00	12,693.00	12,693.00	\$0.00	\$1,040,826.00
	CONC PVMT (CONT REINF - CRCP) (11.5")									

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date
2270	400-6003 STRUCT EXCAV (PIPE)	CY	\$38.000	319.00	0.00	319.00	319.00	319.00	\$0.00	\$12,122.00
2280	400-6011 SAND BACKFILL	CY	\$16.000	757.00	0.00	1,029.00	1,029.00	1,029.00	\$0.00	\$16,464.00
2290	402-6001 TRENCH EXCAVATION PROTECTION	LF	\$1.000	271.00	0.00	271.00	271.00	271.00	\$0.00	\$271.00
2300	416-6029 DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	\$185.000	16.00	16.00	0.00	16.00	16.00	\$2,960.00	\$2,960.00
2310	432-6006 RIPRAP (CONC)(CL B)	CY	\$1,500.000	0.70	0.00	0.00	0.00	0.00	\$0.00	\$0.00
2320	464-6038 RC PIPE (CL III)(18 IN)(SPL)	LF	\$54.000	272.00	0.00	272.00	272.00	272.00	\$0.00	\$14,688.00
2330	464-6039 RC PIPE (CL III)(24 IN)(SPL)	LF	\$58.000	80.00	0.00	80.00	80.00	80.00	\$0.00	\$4,640.00
2340	464-6042 RC PIPE (CL III)(42 IN)(SPL)	LF	\$113.000	40.00	0.00	40.00	40.00	40.00	\$0.00	\$4,520.00
2350	467-6363 SET (TY II) (18 IN) (RCP) (6: 1) (P)	EA	\$1,000.000	10.00	0.00	10.00	10.00	10.00	\$0.00	\$10,000.00
2360	496-6007 REMOV STR (PIPE)	LF	\$12.000	271.00	0.00	271.00	271.00	271.00	\$0.00	\$3,252.00
2370	496-6018 REMOVE STR (CONC)	EA	\$1,500.000	3.00	0.00	3.00	3.00	3.00	\$0.00	\$4,500.00
2380	500-6001 MOBILIZATION	LS	\$97,000.000	1.00	0.00	0.90	0.90	0.90	\$0.00	\$87,300.00
2390	502-6001 BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	\$2,500.000	0.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
2400	506-6041 BIODEG EROSN CONT LOGS (INSTL) (12")	LF	\$6.500	300.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
2410	506-6043 BIODEG EROSN CONT LOGS (REMOVE)	LF	\$0.750	300.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
2420	530-6005 DRIVEWAYS (ACP)	SY	\$21.000	133.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date
2430	618-6023	LF	\$5.000	32.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	CONDT (PVC) (SCH 40) (2")									
2440	620-6007	LF	\$1.400	32.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	ELEC CONDR (NO.8) BARE									
2450	620-6008	LF	\$1.500	64.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	ELEC CONDR (NO.8) INSULATED									
2460	624-6002	EA	\$750.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	GROUND BOX TY A (122311)W/APRON									
2470	628-6050	EA	\$3,850.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	ELC SRV TY A 240/480 060(NS)SS(T)TP(O)									
2480	644-6027	EA	\$505.000	22.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	IN SM RD SN SUP&AM TYS80(1)SA(P)									
2490	644-6030	EA	\$600.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	IN SM RD SN SUP&AM TYS80(1)SA(T)									
2500	644-6034	EA	\$885.000	1.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	IN SM RD SN SUP&AM TYS80(1)SA(U-1EXT)									
2510	644-6038	EA	\$1,050.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	IN SM RD SN SUP&AM TYS80(1)SA(U-EXAL)									
2520	662-6109	EA	\$1.000	88.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	WK ZN PAV MRK SHT TERM (TAB)TY W									
2530	662-6111	EA	\$1.000	118.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	WK ZN PAV MRK SHT TERM (TAB)TY Y-2									
2540	666-6303	LF	\$0.480	4,146.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)									
2550	666-6036	LF	\$1.100	334.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	REFL PAV MRK TY I (W)8"(SLD)(100MIL)									
2560	666-6048	LF	\$3.300	27.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	REFL PAV MRK TY I (W)24"(SLD)(100MIL)									
2570	666-6315	LF	\$0.480	6,104.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)									
2580	666-6224	LF	\$0.250	10,250.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	PAVEMENT SEALER 4"									

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date
2590	666-6226	LF	\$0.500	334.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	PAVEMENT SEALER 8"									
2600	666-6230	LF	\$1.500	27.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	PAVEMENT SEALER 24"									
2610	668-6077	EA	\$200.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	PREFAB PAV MRK TY C (W) (ARROW)									
2620	668-6085	EA	\$300.000	2.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	PREFAB PAV MRK TY C (W) (WORD)									
2630	672-6006	EA	\$4.000	37.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	REFL PAV MRKR TY I-A									
2640	672-6007	EA	\$4.000	17.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	REFL PAV MRKR TY I-C									
2650	672-6009	EA	\$4.000	130.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	REFL PAV MRKR TY II-A-A									
2660	672-6010	EA	\$4.000	37.00	0.00	0.00	0.00	0.00	\$0.00	\$0.00
	REFL PAV MRKR TY II-C-R									
2670	1008-7001	LF	\$75.000	198.00	0.00	198.00	198.00	198.00	\$0.00	\$14,850.00
	PRESS IRRIG PVC (15 IN)									
2680	1008-7003	LF	\$213.000	73.00	0.00	73.00	73.00	73.00	\$0.00	\$15,549.00
	PRESS IRRIG PVC (30 IN)									
2690	1007-7001	EA	\$2,200.000	3.00	0.00	4.00	4.00	4.00	\$0.00	\$8,800.00
	IRRIGATION VALVE (12")									
2700	1007-6005	EA	\$11,000.000	2.00	0.00	2.00	2.00	2.00	\$0.00	\$22,000.00
	IRRIGATION WELL (30")									
2710	1008-6001	EA	\$44.000	924.00	0.00	95.00	95.00	95.00	\$0.00	\$4,180.00
	PRSSR IRRIG PVC PIPE (18")									
2720	1008-6003	EA	\$26.000	375.00	0.00	375.00	375.00	375.00	\$0.00	\$9,750.00
	PRSSR IRRIG PVC PIPE (12")									
2740	9608-6001	DOL	\$320.000		0.00	2.00	2.00	2.00	\$0.00	\$640.00
	UNIQUE CHANGE ORDER ITEM 1									
2760	9608-6003	DOL	\$6,623.320		0.00	1.00	1.00	1.00	\$0.00	\$6,623.32
	UNIQUE CHANGE ORDER ITEM 3									

Line Number	Item	Unit	Unit Price	Awarded Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed	Current Payment Amount	Total Amount Paid To Date
									Section Totals:	\$2,960.00 \$1,731,454.39
									Total Payments:	\$902,730.14 \$16,943,170.11

Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed to Date	Days Remaining to Date	Damages to Date
Substantial Completion	535 Days	566 Days	31 Days	\$0.00	561 Days	5 Days	\$0.00
Total Damages:							\$0.00

Stockpiles

Stockpile	Current Advancements	Advancements to Date	Current Recoveries	Recoveries To Date
#1 : SECTION 1 (US-281) PRESS IRRG PVC (15 IN) 20201008-7001 - PRESS IRRIG PVC (15 IN)	\$0.00	\$2,076.80	\$0.00	\$2,076.80
#2 : SECTION 1 (US-281) PRESS IRRIG PVC (21 IN) 20401008-7002 - PRESS IRRIG PVC (21 IN)	\$0.00	\$2,170.00	\$0.00	\$2,170.00
#3 : SECTION 1 (US-281) CRASH CUSH ATTEN (INSTL) 1070545-6001 - CRASH CUSH ATTEN (INSTL)	\$0.00	\$85,146.00	\$0.00	\$85,146.00
#4 : SECTION 2 (BSIF) PRSSR IRRIG PVC PIPE (18") 27101008-6001 - PRSSR IRRIG PVC PIPE (18")	\$0.00	\$0.00	\$0.00	\$0.00
#5 : SECTION 1 (US-281) CONCRETE DECK PANELS 0440422-6001 - REINF CONC SLAB	\$0.00	\$62,917.60	\$0.00	\$62,917.60
#6 : SECTION 1 (US-281) PRESTR CONCRETE GIRDERS (TX54) 0450425-6039 - PRESTR CONC GIRDER (TX54)	\$0.00	\$262,889.58	\$0.00	\$262,889.58
#7 : SECTION 1 (US-281) IN RD IL (TY SA)38S-8-8 (ANCHOR BOLT ASSEMBLY) 1130610-6191 - IN RD IL (TY SP) 38S-8-8 (250W EQ) LED	\$0.00	\$3,573.90	\$1,504.80	\$1,504.80
#8 : SECTION 1 (US-281) IN RD IL (TY SA) 40T-8 (ANCHOR BOLT ASSEMBLY) 1140610-6214 - IN RD IL (TY SA) 40T-8 (250W EQ) LED	\$0.00	\$847.00	\$169.40	\$677.60
#9 : SECTION 1 (US-281) INS TRF SIG PL (32') (ANCHOR BOLT ASSEMBLY) 1930686-6035 - INS TRF SIG PL AM(S)1 ARM(32')LUM	\$0.00	\$424.60	\$0.00	\$0.00

Stockpile	Current Advancements	Advancements to Date	Current Recoveries	Recoveries To Date
#10 : SECTION 1 (US-281) INS TRG SIGN PL AM(40')(ANCHOR BOLT ASSEMBLY) 1940686-6043 - INS TRF SIG PL AM(S)1 ARM(40')LUM	\$0.00	\$537.90	\$0.00	\$537.90
#11 : SECTION 1 (US-281) INS TRF SIG PL AM(50-32')(ANCHOR BOLT ASSEMBLY) 1950686-6183 - INS TRF SIG PL AM(S)2 ARM(50-32')LUM	\$0.00	\$13,071.52	\$0.00	\$13,071.52
#12 : SECTION 1 (US-281)INS TRF SIG PL AM(50-40')(ANCHOR BOLT ASSEMBLY) 1960686-6191 - INS TRF SIG PL AM(S)2 ARM(50 - 40')LUM	\$0.00	\$1,149.50	\$0.00	\$1,149.50
#13 : SECTION 1 (US-281) IN RD IL (TY SP) 38S-8-8 LED-LIGHT FIXTURE 1130610-6191 - IN RD IL (TY SP) 38S-8-8 (250W EQ) LED	\$0.00	\$16,948.00	\$7,136.00	\$7,136.00
#14 : SECTION 1 (US-281) IN RD IL (TY SA)40t-8 LED-LIGHT FIXTURE 1140610-6214 - IN RD IL (TY SA) 40T-8 (250W EQ) LED	\$0.00	\$2,230.00	\$446.00	\$1,784.00
#15 : SECTION 1 (US-281) INS TRF SIG PL 32' LUM-LIGHT FIXTURES 1930686-6035 - INS TRF SIG PL AM(S)1 ARM(32')LUM	\$0.00	\$852.00	\$0.00	\$0.00
#16 : SECTION 1 (US-281) INS TRF SIG PL 40' LUM-POLE FIXTURES 1940686-6043 - INS TRF SIG PL AM(S)1 ARM(40')LUM	\$0.00	\$852.00	\$0.00	\$852.00
#17 : SECTION 1 (US-281) INS OH SN SUP (35FT CANT)ANCHOR BOLTS 1430650-6038 - INS OH SN SUP(35 FT CANT)	\$0.00	\$4,152.00	\$0.00	\$2,768.00
#18 : SECTION 1 (US-281) INS OH SN SUP (30 FT CANT)ANCHOR BOLTS 1420650-6032 - INS OH SN SUP(30 FT CANT)	\$0.00	\$3,624.00	\$0.00	\$2,416.00
#19 : SECTION 1 (US-281) INS OH SN SUP (25 FT CANT) ANCHOR BOLTS 1410650-6025 - INS OH SN SUP(25 FT CANT)	\$0.00	\$1,028.00	\$0.00	\$0.00
#21 : SECTION 1 (US-281) INLET(COMPL)(PCU)(5FT)(LEFT) 0680465-6038 - INLET (COMPL)(PCU)(5FT)(LEFT)	\$0.00	\$4,880.00	\$0.00	\$4,880.00
#22 : SECTION 1 (US-281)INLET(COMPL)(PCU)(5FT)(BOTH) 0690465-6040 - INLET (COMPL)(PCU)(5FT)(BOTH)	\$0.00	\$2,905.00	\$0.00	\$2,905.00
#23 : SECTION 1 (US-281)INLET(COMPL)(PCU)(5FT)(NONE) 0670465-6037 - INLET (COMPL)(PCU)(5FT)(NONE)	\$0.00	\$26,760.00	\$0.00	\$26,760.00
#24 : SECTION 1 (US-281) IN RD IL (TY SP) 38S-8-8 LED POLE 1130610-6191 - IN RD IL (TY SP) 38S-8-8 (250W EQ) LED	\$0.00	\$27,608.90	\$11,624.80	\$11,624.80
#25 : SECTION 1 (US-281) IN RD IL (TY SA)40T-8 LED POLE 1140610-6214 - IN RD IL (TY SA) 40T-8 (250W EQ) LED	\$0.00	\$7,408.50	\$1,481.70	\$5,926.80

Stockpile	Current Advancements	Advancements to Date	Current Recoveries	Recoveries To Date
#26 : SECTION 1 (US-281) INS TRF SIG PL (32') LUM POLE 1930686-6035 - INS TRF SIG PL AM(S)1 ARM(32')LUM	\$0.00	\$4,605.70	\$0.00	\$0.00
#27 : SECTION 1 (US-281) INS TRF SIG PL (40') LUM POLE 1940686-6043 - INS TRF SIG PL AM(S)1 ARM(40')LUM	\$0.00	\$6,587.90	\$0.00	\$6,587.90
#28 : SECTION 1 (US-281) INS TRF SIGN PL (50-40') LUM-POLE 1960686-6191 - INS TRF SIG PL AM(S)2 ARM(50 - 40')LUM	\$0.00	\$12,311.78	\$0.00	\$12,311.78
#29 : SECTION 1 (US-281) INS OH SN SUPT(35 FT CANT)COLUMN 1430650-6038 - INS OH SN SUP(35 FT CANT)	\$0.00	\$46,296.00	\$0.00	\$30,864.00
#30 : SECTION 1(US-281) INS OH SN SUP(30 FT CANT)COLUMN 1420650-6032 - INS OH SN SUP(30 FT CANT)	\$0.00	\$43,896.00	\$0.00	\$29,264.00
#31 : SECTION 1 (US-281)IN OH SN SUP(25 FT CANT)COLUMN 1410650-6025 - INS OH SN SUP(25 FT CANT)	\$0.00	\$11,033.00	\$0.00	\$0.00
#32 : SECTION 1 (US-281) IN RD IL(U/P)(TY2) BRACKET 1120610-6106 - IN RD IL (U/P) (TY 2) (150W EQ) LED	\$0.00	\$4,536.00	\$0.00	\$0.00
#33 : SECTION 1 (US-281)INSTALL HWY TRAF SIG (ISOLATED) 1810680-6002 - INSTALL HWY TRF SIG (ISOLATED)	\$0.00	\$11,800.00	\$0.00	\$0.00
#34 : SECTION 1 (US-281) VEH SIG LED GRN 1830682-6001 - VEH SIG SEC (12")LED(GRN)	\$0.00	\$1,568.00	\$0.00	\$0.00
#35 : SECTION 1 (US-281) VEH SIG LED GRN ARROW 1840682-6002 - VEH SIG SEC (12")LED(GRN ARW)	\$0.00	\$250.00	\$0.00	\$0.00
#36 : SECTION 1 (US-281) VEH SIG LED YELLOW 1850682-6003 - VEH SIG SEC (12")LED(YEL)	\$0.00	\$1,610.00	\$0.00	\$0.00
#37 : SECTION 1 (US-281) VEH SIG LED YELLOW ARROW 1860682-6004 - VEH SIG SEC (12")LED(YEL ARW)	\$0.00	\$232.00	\$0.00	\$0.00
#38 : SECTION 1 (US-281) VEH SIG LED RED 1870682-6005 - VEH SIG SEC (12")LED(RED)	\$0.00	\$1,554.00	\$0.00	\$0.00
#39 : SECTION 1 (US-281) PED SINAL LED COUNTDOWN 1880682-6018 - PED SIG SEC (LED)(COUNTDOWN)	\$0.00	\$3,600.00	\$0.00	\$1,200.00
#40 : SECTION 1 (US-281) PED POLE ASSEMBLY 1970687-6001 - PED POLE ASSEMBLY	\$0.00	\$1,925.00	\$0.00	\$0.00
#41 : SECTION 1 (US-281) PED DETECT PB ABS 1980688-6001 - PED DETECT PUSH BUTTON (APS)	\$0.00	\$6,300.00	\$0.00	\$0.00

Stockpile	Current Advancements	Advancements to Date	Current Recoveries	Recoveries To Date
#42 : SECTION 1 (US-281) PED DETECT CONTROLLER 1990688-6003 - PED DETECTOR CONTROLLER UNIT	\$0.00	\$2,695.00	\$0.00	\$0.00
Totals:	\$0.00	\$694,853.18	\$22,362.70	\$579,421.58

Summary

Current Approved Work:	\$902,730.14	Approved Work To Date:	\$16,943,170.11
Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$694,853.18
Current Retainage:	\$0.00	Retainage To Date:	\$0.00
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Stockpile Recovery:	\$22,362.70	Stockpile Recovery To Date:	\$579,421.58
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$12,733.44
Current Taxes:	\$0.00	Taxes To Date:	\$0.00
Current Payment:	\$880,367.44	Payments To Date:	\$17,071,335.15

Funding Details

HCRMA:	\$2,960.00	HCRMA To Date:	\$1,796,455.99
TXDOT:	\$899,770.14	TXDOT To Date:	\$15,146,714.12
Current Payment:	\$902,730.14	Payments To Date:	\$16,943,170.11

~~James M. Morris III~~

Project Manager

~~9/25/17~~

Date

Stakeholder

Date

INVOICE PAYMENT



Hidalgo County Regional Mobility Authority

Payment Invoice

0220-01-023 ETC

Description: County: HIDALGO
Type: WIDEN 4 LANE RURAL TO 6 LANES
Time: 535 WORKING DAYS
Highway: US 281
Length: 1.84
From: 0.45 Mi E of SP 600 (Cage Blvd.)

Payment Number: 19
Pay Period: 08/01/2017 to 08/31/2017
Approval Date: 09/26/2017

Prime Contractor: Foremost
Paving Inc.
P.O. Box 29
Weslaco, Texas
78599
Payment Status: Pending
Approval
Awarded Project Amount: \$19,425,546.44
Authorized Amount: \$19,301,032.93

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
Section - 1 US 281					
0120	168-6001 VEGETATIVE WATERING	MG	1,000.00	\$30.000	\$30,000.00
0230	341-6076 D-GR HMA TY B SAC-B PG (64-22)	TON	272.16	\$70.000	\$19,051.20
0270	354-6041 PLANE ASPH CONC PAV (1.5")	SY	1,581.00	\$5.000	\$7,905.00
271	354-6041 PLANE ASPH CONC PAV (1.5")	SY	10,666.67	\$1.500	\$16,000.01
0280	360-6014 CONC PVMT (CONT REINF - CRCP) (11.5")	SY	2,338.50	\$82.000	\$191,757.00
0300	400-6005 CEM STABIL BKFL	CY	34.46	\$75.000	\$2,584.50
0320	400-6011 SAND BACKFILL	CY	200.00	\$16.000	\$3,200.00
0470	432-6002 RIPRAP (CONC)(5 IN)	CY	64.00	\$460.000	\$29,440.00
0490	432-6045 RIPRAP (MOW STRIP)(4 IN)	CY	90.00	\$640.000	\$57,600.00

Line Number	Item	Unit	Current Paid Quantity	Unit Price	Amount
0500	450-6023	LF	656.00	\$77.650	\$50,938.40
	RAIL (TY SSTR)				
0790	502-6001	MO	1.00	\$2,500.000	\$2,500.00
	BARRICADES, SIGNS AND TRAFFIC HANDLING				
0900	514-6001	LF	3,884.40	\$78.000	\$302,983.20
	PERM CTB (SGL SLOPE) (TY 1) (42)				
0910	514-6004	LF	188.00	\$155.000	\$29,140.00
	PERM CTB (SGL SLOPE) (TY 4) (42)				
0940	529-7001	LF	2,031.00	\$15.000	\$30,465.00
	CONC CURB & GUTTER (TY II A)				
0960	529-7002	LF	7,466.17	\$8.250	\$61,595.90
	CONC CURB (TY B) (MOUNTABLE)				
1010	540-6001	LF	250.00	\$18.750	\$4,687.50
	MTL W-BEAM GD FEN (TIM POST)				
1020	540-6006	EA	1.00	\$1,475.000	\$1,475.00
	MTL BEAM GD FEN TRANS (THRIE-BEAM)				
1030	540-6016	EA	2.00	\$850.000	\$1,700.00
	DOWNSTREAM ANCHOR TERMINAL SECTION				
1090	545-6005	EA	11.00	\$875.000	\$9,625.00
	CRASH CUSH ATTEN (REMOVE)				
1130	610-6191	EA	8.00	\$3,950.000	\$31,600.00
	IN RD IL (TY SP) 38S-8-8 (250W EQ) LED				
1140	610-6214	EA	1.00	\$2,895.000	\$2,895.00
	IN RD IL (TY SA) 40T-8 (250W EQ) LED				
1150	618-6016	LF	80.00	\$15.000	\$1,200.00
	CONDIT (PVC) (SCH 40) (1")				
1160	618-6023	LF	1,521.00	\$5.000	\$7,605.00
	CONDIT (PVC) (SCH 40) (2")				
2850	344-6104	TON	48.19	\$79.320	\$3,822.43
	SUPERPAVE MIXTURES SP-D SAC-B PG64-22				
					Section Totals: \$899,770.14
Section - 2 BSIF					
2300	416-6029	LF	16.00	\$185.000	\$2,960.00
	DRILL SHAFT (RDWY ILL POLE) (30 IN)				
					Section Totals: \$2,960.00
					Project Total: \$902,730.14

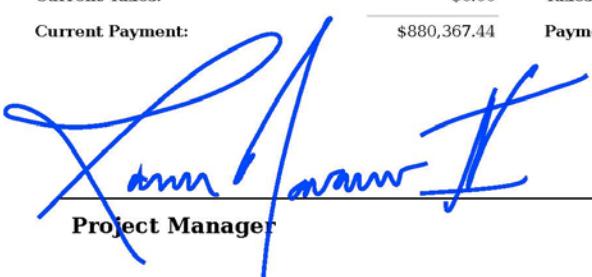
Stockpiles

Stockpile	Advancements		Recoveries	
	Current	To Date	Current	To Date
#7 : SECTION 1 (US-281) IN RD IL (TY SA)38S-8-8 (ANCHOR BOLT ASSEMBLY)	\$0.00	\$3,573.90	\$1,504.80	\$1,504.80
1130: 610-6191 - IN RD IL (TY SP) 38S-8-8 (250W EQ) LED				

Stockpile	Advancements		Recoveries	
	Current	To Date	Current	To Date
#8 : SECTION 1 (US-281) IN RD IL (TY SA) 40T-8 (ANCHOR BOLT ASSEMBLY) 1140: 610-6214 - IN RD IL (TY SA) 40T-8 (250W EQ) LED	\$0.00	\$847.00	\$169.40	\$677.60
#13 : SECTION 1 (US-281) IN RD IL (TY SP) 38S-8-8 LED-LIGHT FIXTURE 1130: 610-6191 - IN RD IL (TY SP) 38S-8-8 (250W EQ) LED	\$0.00	\$16,948.00	\$7,136.00	\$7,136.00
#14 : SECTION 1 (US-281) IN RD IL (TY SA) 40T-8 LED-LIGHT FIXTURE 1140: 610-6214 - IN RD IL (TY SA) 40T-8 (250W EQ) LED	\$0.00	\$2,230.00	\$446.00	\$1,784.00
#24 : SECTION 1 (US-281) IN RD IL (TY SP) 38S-8-8 LED POLE 1130: 610-6191 - IN RD IL (TY SP) 38S-8-8 (250W EQ) LED	\$0.00	\$27,608.90	\$11,624.80	\$11,624.80
#25 : SECTION 1 (US-281) IN RD IL (TY SA) 40T-8 LED POLE 1140: 610-6214 - IN RD IL (TY SA) 40T-8 (250W EQ) LED	\$0.00	\$7,408.50	\$1,481.70	\$5,926.80
Totals:	\$0.00	\$58,616.30	\$22,362.70	\$28,654.00

Summary

Current Approved Work:	\$902,730.14	Approved Work To Date:	\$16,943,170.11
Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$694,853.18
Current Retainage:	\$0.00	Retainage To Date:	\$0.00
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Stockpile Recovery:	\$22,362.70	Stockpile Recovery To Date:	\$579,421.58
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$12,733.44
Current Taxes:	\$0.00	Taxes To Date:	\$0.00
Current Payment:	\$880,367.44	Payments To Date:	\$17,071,335.15

Xann
Project Manager

9/25/17
Date

Stakeholder

Date

DBE REPORT

AUGUST 2017 DBE

US-281/BSIF CONNECTOR
CSJ: 0220-01-023, ETC. SEG 3
FOREMOST PAVING, INC.



PROJECT DBE GOAL 8.5%

Contract Amount \$19,425,546.44

Prime/Sub-contractor	January	February	March	April	May	June	July	August	% TD	Total to Date
FOREMOST PAVING, INC.	2/22/2017	3/23/2017	4/28/2017	5/16/2017	6/20/2017	7/31/2017	8/31/2017	9/15/2017		\$2,509,578.93
TOTAL PAID MONTHLY	\$62,431.12	\$163,534.17	\$98,675.67	\$85,989.86	\$ 3,731.49	\$216,965.22	\$10,760.77	\$89,079.08	12.91%	
DS Texas Icon Const	M \$0.00	M \$0.00	M \$37,703.01	M \$ 0.00	M \$0.00	M \$0.00	M \$0.00	M \$0.00	0.19%	\$37,703.01
\$127,383.75 DBE			TD \$37,703.01		TD \$37,703.01		TD \$37,703.01			
GO Underground	M \$53,157.25	M \$158,802.05	M \$42,560.00	M \$ 78,775.91	M \$0.00	M \$190,747.95	M \$0.00	M \$81,223.10	11.71%	\$2,275,695.40
\$2,427,511.50 DBE	TD \$1,723,586.39	TD \$1,882,388.44	TD \$1,924,948.44	TD \$2,003,724.35	TD \$2,003,724.35	TD \$2,194,472.30	TD \$2,194,472.30	TD \$2,275,695.40		
Highway Barr & Ser.	M \$1,593.98	M \$1,593.99	M \$15,490.89	M \$7,214.05	M \$1,593.99	M \$18,337.02	M \$482.49	M \$1,593.99	0.55%	\$108,233.09
\$171,942.89 DBE	TD \$61,926.67	TD \$63,520.66	TD \$79,011.55	TD \$86,225.60	TD \$87,819.59	TD \$106,156.61	TD \$106,639.10	TD \$106,233.09		
Munoz Foundation Drilling	M \$0.00	0.00%	0							
\$25,850.00 DBE 2ND TIER										
Rio Grande Rod Busters	M \$7,679.89	M \$0.00	M \$0.00	M \$ 0.00	M \$0.00	M \$5,768.40	M \$0.00	M \$6,261.99	0.31%	\$59,610.28
\$88,963.08 DBE	TD \$47,579.89	TD \$47,579.89	TD \$ 47,579.89	TD \$ 47,579.89	TD \$47,579.89	TD \$53,348.29	TD \$53,348.29	TD \$59,610.28		
Soil-Tech, Inc.	M \$0.00	M \$3,138.13	M \$2,921.77	M \$0.00	M \$2,137.50	M \$2,111.85	M \$10,278.28	M \$0.00		
\$133,415.69 DBE	TD \$7,749.62	TD \$10,887.75	TD \$ 13,809.52	TD \$13,809.52	TD \$15,947.02	TD \$18,058.87	TD \$28,337.15	TD \$28,337.15	0.15%	



HCRMA

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

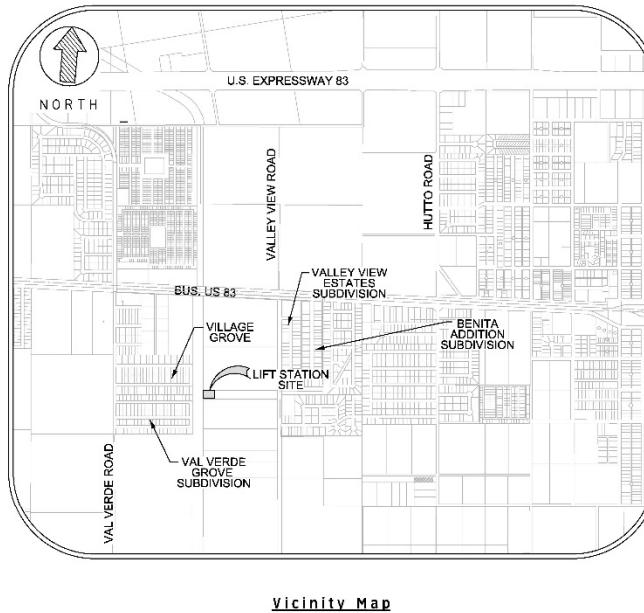
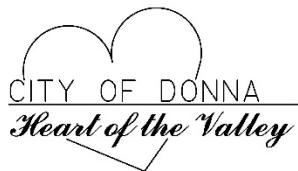
**CITY OF DONNA VALLEY
VIEW ROAD SANITARY
SEWER LIFT STATION
PROJECT**

EXECUTIVE SUMMARY

- ❖ The Notice to Proceed (NTP) was issued to International Consulting Engineers (ICE) on June 6, 2017, with time charges commencing on **June 16, 2017**.
- ❖ Project is to be completed within **180** calendar days. The specified number of “calendar days” in which the work is to be completed are 7 day consecutive Julian calendar days, inclusive of Saturdays, Sundays, including all holidays, regardless of weather conditions, material availability, or other conditions not under the control of the Contractor.
- ❖ The project is to be substantially completed by December 3, 2017
- ❖ The total construction cost was submitted at **\$344,918.00**.

CITY OF DONNA VALLEY VIEW ROAD LIFT STATION SITE IMPROVEMENTS

DONNA, TEXAS



SHEET INDEX

COVER SHEET/ SHEET INDEX

- G-1 GENERAL NOTES
- D-1 DEMOLITION PLAN
- C-1 SITE PLAN/ LIFT STATION PLAN
- C-2 WASTEWATER PLAN & PROFILE
- C-3 MISCELLANEOUS DETAILS
- C-4 SUGGESTED EROSION CONTROL

MECHANICAL

M-1 LIFT STATION DETAIL

STRUCTURAL

S1.0 GENERAL NOTES
S2.0 PLANS AND DETAILS

ELECTRICAL

EG-1	ELECTRICAL GENERAL LEGEND
E-1	ELECTRICAL SITE PLAN
E-2	ELECTRICAL FLOOR PLAN
E-3	ELECTRICAL SECTION VIEW
E-4	ELECTRICAL RISER DIAGRAM
E-5	ELECTRICAL DETAILS



The Sealed copy on this document was executed by Robert L. Hatt, P.E. Number 08192 on March 24, 2017. Witnessing of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act. The Record Copy of this drawing is on file at the offices of Hatt's Associates, Inc., 5000 N. Military Suite 100, McAllen, TX 78501. File # 437.



5000 WEST MILITARY, SUITE 100
McALLEN, TEXAS 78503
TEL (956) 664-0266
FAX (956) 664-0282
TRPE FIRM #E-312

AVO - 2018-17-W003 MARCH 2013

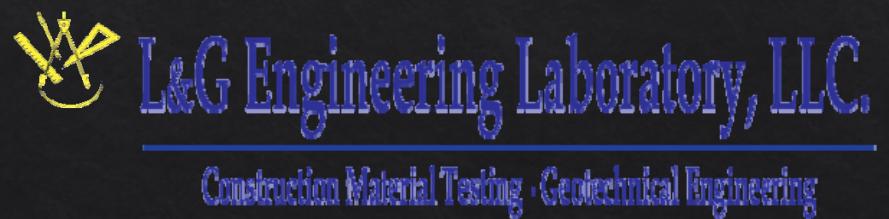
SCHEDEULE & CONSTRUCTION COSTS

- ❖ As of September 1, 2017, the project was **77** days into the contract, with **103** days remaining.
- ❖ The project is approximately **17%** complete based on the total construction value estimated for payment Application (#1) in the amount of **\$58,747.50**; total paid to date **\$58,747.50** leaving a remaining balance of **\$286,170.50**.
- ❖ Approved Change Order(s):

CONTRACTOR



CONSULTANTS



Pay Application #3

APPLICATION FOR PAYMENT NO. 3

To: City of Donna/HCRMA (Owner)
 From: Jimenez Engineering Solutions/International Consulting Engineers (Contractor)
 Contract: City of Donna Valley View Lift Station Improvement Project
 Project: Donna Lift Station Improvement Project
 OWNER's Contract No: 02-C33-17-03 ENGINEER's Project No:
 For Work accomplished from: 8/1/2017 through: 8/31/2017

1. Original Contract Price:	\$ 344,918.00
2. Net Change by Change Orders and Written Agreements (+ or -)	\$ -
3. Current Contract Price (1 plus 2)	\$ 344,918.00
4. Total Completed and Stored to date:	\$ 65,275.00
5. Retainage (per Agreement):	\$ 6,806.41
10 % of Completed Work:	\$ 3,671.09
10 % of Stored Material:	\$ 2,856.41
Total Retainage:	\$ 6,527.50
6. Total Completed and stored to date less retainage (4 minus 5):	\$ 58,747.50
7. Less previous Application for Payments:	\$ -
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	\$ 58,747.50

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated: 8/31/2017

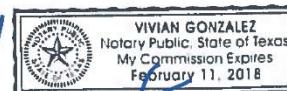

 CONTRACTOR

By: Hugo P. Gonzalez, Jr.

State of _____
 County of _____
 Subscribed and sworn to me this 31st day of August, 2017


 Notary Public

My Commission expires: February 11, 2018



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: 9/15/17

ENGINEER


 RAMON NARVAEZ IV

ESTIMATE PERIOD: August 2017

ESTIMATE NUMBER 3

% ESTIMATE COMPLETED: 20%

% ESTIMATE TIME USED: 43%

8/31/2017

Date

John R. Long Jr.
Contractor



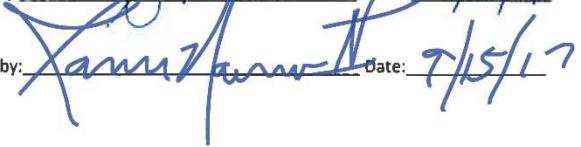
DONNA VALLEY
VIEW LIFT STATION

MOBILIZATION WORKSHEET		Est. No	3
TOTAL CONTRACT AMOUNT \$		\$344,918.00	
LESS TOTAL MOBILIZATION AMOUNT \$		\$10,000.00	
ADJUSTED CONTRACT AMOUNT \$		\$334,918.00	
WORK PERFORMED THIS PERIOD \$		\$57,775.00	
TOTAL WORK PERFORMED TO DATE \$		\$57,775.00	
LESS MATERIAL ON HAND PAID \$		\$28,564.13	
LESS PREVIOUS MOBILIZATION PAID \$		\$0.00	
EQUALS ADJUSTED WORK PERFORMED TO DATE \$		\$29,210.87	
DIVIDED BY ADJUSTED CONTRACT AMOUNT \$		\$334,918.00	
EQUALS % OF ADJUSTED CONTRACT AMOUNT (A.B.C.D.)		8.72%	
PAY THIS MOBILIZATION PERCENTAGE			75%

- A. When 1% of the adjusted contract amount for construction items is earned, 50% of the mobilization lump sum bid will be paid. (Less previous MOB payments)
- B.72% B. When 5% of the adjusted contract amount for construction items is earned, 75% of the mobilization lump sum bid will be paid. (Less previous MOB payments)
- C. When 10% of the adjusted contract amount for construction items is earned, 90% of the mobilization lump sum bid will be paid. (Less previous MOB payments)
- D. Upon final acceptance, 97% of the mobilization lump sum bid will be paid. (Less previous MOB payments) and payment for the remainder of Mobilization will be paid after all submittals are received, final quantities have been determined, when vegetative establishment and maintenance, test and performance periods provided for in the contract have been sucessfully completed.

SECTION/HIGHWAY/LINE NUMBER	TOTAL %	PREV %	LS DUE THIS EST.
ITEM #3 MOBILIZATION	8.72%	0%	0.75

Reported by:  Date: 9/13/17

Approved by:  Date: 7/15/17



Form 1914

HCRMA
ENGINEERING

SEP 13 2017

Construction Department

CONTROL: _____
PROJECT: 02-C33-17-03
HIGHWAY: DONNA LIFT STATION IMPROV PRJ
COUNTY: HIDALGO

**REQUEST FOR PAYMENT OF MATERIALS ON HAND
SUMMARY PAGE**

Sheet Totals	Amount
SHEET 1 of 1	\$ 28,564.13
SHEET _____ of _____	
Total Value:	\$ 28,564.13
Less Previous Total Value:	\$ 0.00
Net Change This Estimate:	\$ 28,564.13

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

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

Jimenez Engineering Solutions/ C.E

Contractor

Hugo P. Gonzalez Jr.

Name (Print or Type)

Principal

Title

Signature

8/31/2017
Date



Form 1915
Sheet 1 of 2

HCRMA
ENGINEERING
SEP 13 2017
Construction Department
[Signature]

CSJ: _____
PROJECT: 02-C33-17-03
HIGHWAY: Donna Lift Station Improv Project
COUNTY: Hidalgo

REQUEST FOR PAYMENT OF MATERIAL ON HAND

CONTRACTOR Jimenez Engineering Solutions/I.C.E.

Estimate Period From 8/1/2017 To 8/31/2017

Item and Description Number (0000-0000)	Material Description and Location	Unit of Meas	Received This Period	Previous Quantity on Hand	Used This Period	Balance On Hand	Unit Price \$	Total Installed to Date	Plan Qty	Total Value \$
110	FIBERGLASS WETWELL 8' DIA.	EA	1.0000	0.0000	0.0000	1.0000	\$ 28,564.13	0.0000		\$ 28,564.1300
						0.0000				\$ 0.0000
						0.0000				\$ 0.0000
						0.0000				\$ 0.0000
						0.0000				\$ 0.0000
						0.0000				\$ 0.0000
						0.0000				\$ 0.0000
						0.0000				\$ 0.0000

Sheet 1 Total \$ 28,564.13



Form 1915
Sheet 2 of 2

HCRMA
ENGINEERING
SEP 18 2017
Construction Department

CSJ: _____
PROJECT: 02-C33-17-03
HIGHWAY: Donna Lift Station Improv Project
COUNTY: Hidalgo

REQUEST FOR PAYMENT OF MATERIAL ON HAND

CONTRACTOR Jimenez Engineering Solutions/I.C.E.

Estimate Period From 8/1/2017 To 8/31/2017

Item and Description Number (0000-0000)	Material Description and Location	Unit of Meas	Received This Period	Previous Quantity on Hand	Used This Period	Balance On Hand	Unit Price \$	Total Installed to Date	Plan Qty	Total Value \$
						0.0000				\$ 0.0000
						0.0000				\$ 0.0000
						0.0000				\$ 0.0000
						0.0000				\$ 0.0000

Grand Total

\$ 28,564.13

Sheet 2 Total

\$ 0.00

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

Signature of Contractor Authorized Representative:

Date:

8/31/2017

FERGUSON[®]

WATERWORKS

FERGUSON WATERWORKS #1105
6825 WALLISVILLE ROAD
HOUSTON, TX 77020-3258

Please contact with Questions: 713-675-2211

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
WV028800	\$28,564.13	34765	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #1105
PO BOX 847411
DALLAS, TX 75284-7411

SHIP TO:

INTERNATIONAL CONSULTING ENGINEERS
MILE 1 ROAD & NORTH LEVEE
CALL LUIS NAVA 956-252-7120
DONNA, TX 78537

INTERNATIONAL CONSULTING ENGINEERS
DONNA VALLEY VIEW L/S
555 N CARANCAHUA ST STE 880
CORPUS CHRISTI, TX 78401

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
1109	1109	TXE	11111	DXA	DONNA VALLEY VIEW	08/23/17	56529D
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION		UNIT PRICE	UM	AMOUNT
1	1	SP-FGVW	Source Order#: WV028617 FIBERGLASS WETWELL 8 DIA. OPEN BOTTOM W/3" FRP FLG LIP, CLS TOP 36X80, 1/2" WALL (8) GALV STEEL LIFT LUGS (2) 15" PVC STUB-OUTS (2) 10" FRP SLVS (1) 6" S40 PVC STUB-OUT 30.33" DEPTH, 6X8 FRP FILLET W/DUPLEX SS PUMP MOUNT BOLTS @ BOTTOM 60" FRP MANHOLE COMPLETE 24" DEPTH		28564.130	EA	28564.13
1	0	SP-FRP60				EA	0.00
INVOICE SUB-TOTAL							28564.13

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

Go Paperless - Upgrade to Email Delivery!

You'll receive one email per day with all your invoices attached as a PDF. Contact us with your email address today!



Call us at the number above to switch to email delivery today!

TERMS: NET 10TH PROX

ORIGINAL INVOICE

TOTAL DUE

\$28,564.13

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at http://wolseleyna.com/terms_conditionsSale.html and are incorporated by reference. Seller may convert checks to ACH.



Hidalgo County RMA

Daily Report

IBTC Lift Sta Improvement Project

Description: Relocation of lift station due to HCRMA / ETT ROW Agreement
Report Date: 08/31/2017 **Weather:** Scattered Clouds, 8 mph
Prime Contractor: Jimenez Engineering Solutions DBA International Consulting Engineers **Temperature:** 78 to 101 degrees
Status: Draft
Created By: Flor E. Koll at 09/05/2017 10:36 AM
Remarks:
GENERAL: Day 76 of project.

Item Postings

Line Number	Item	Unit	Unit Price	Quantity Placed	Posted Amount
Section: 1 - Default Section					
0010	1	LS	\$5,000.000	1.00	\$5,000.00
	Right of Way Preparation				
	Contractor: Jimenez Engineering Solutions DBA International Consulting Engineers				
0020	2	LS	\$1,500.000	1.00	\$1,500.00
	Construction Staking				
	Contractor: Jimenez Engineering Solutions DBA International Consulting Engineers				
0030	3	LS	\$10,000.000	0.75	\$7,500.00
	Mobilization				
	Contractor: Jimenez Engineering Solutions DBA International Consulting Engineers				
0110	11	EA	\$217,500.000	0.23	\$50,025.00
	Construct Lift Station, complete in place and operational with all components including all structures, pumps, piping, exposed valves, hatches and safety grates, coatings, exterior lighting, electrical and fencing.				
	Contractor: Jimenez Engineering Solutions DBA International Consulting Engineers				
0150	15	LS	\$2,500.000	0.50	\$1,250.00
	Erosion Control.				
	Contractor: Jimenez Engineering Solutions DBA International Consulting Engineers				
(5 Items)			Total Posted Amount:	\$65,275.00	



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Item 2A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS	<u><input checked="" type="checkbox"/></u>	AGENDA ITEM	<u>2A</u>
PLANNING COMMITTEE	<u><input type="checkbox"/></u>	DATE SUBMITTED	<u>09/15/17</u>
FINANCE COMMITTEE	<u><input type="checkbox"/></u>	MEETING DATE	<u>09/26/17</u>
TECHNICAL COMMITTEE	<u><input type="checkbox"/></u>		

1. Agenda Item: **APPROVAL OF MINUTES FOR REGULAR MEETING HELD AUGUST 29, 2017.**
2. Nature of Request: (Brief Overview) Attachments: Yes No
Consideration and Approval of Minutes for the Hidalgo County Regional Mobility Authority Board of Directors Regular Meeting held August 29, 2017.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No N/A
5. Staff Recommendation: **Motion to approve the minutes for the Board of Director's Regular Meeting held August 29, 2017, as presented.**
6. Program Manager's Recommendation: Approved Disapproved None
7. Planning Committee's Recommendation: Approved Disapproved None
8. Board Attorney's Recommendation: Approved Disapproved None
9. Chief Auditor's Recommendation: Approved Disapproved None
10. Chief Financial Officer's Recommendation: Approved Disapproved None
11. Chief Development Engineer's Recommendation: Approved Disapproved None
12. Chief Construction Engineer's Recommendation: Approved Disapproved None
13. Executive Director's Recommendation: Approved Disapproved None

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

The Hidalgo County Regional Mobility Authority Board of Directors convened for a Workshop and Regular Meeting on **Tuesday, August 29, 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 Forrest Runnels, Vice-Chairman Ricardo Perez, Secretary/Treasurer Alonzo Cantu, Director Aquiles J. Garza, Jr. Director Josue Reyes, Director	HCRMA HCRMA HCRMA HCRMA HCRMA HCRMA
Absent:	David Guerra, Director	HCRMA
Staff:	Pilar Rodriguez, Executive Director Ramon Navarro, Chief Construction Engineer Eric Davila, Chief Development Engineer Celia Gaona, Chief Auditor/Compliance Officer Jose Castillo, Chief Financial Officer Maria Alaniz, Administrative Assistant II Luis Cardenas, Legal Counsel	HCRMA HCRMA HCRMA HCRMA HCRMA HCRMA 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 Worshop to order at 5:33 pm.

1. Review of quarterly investment report for the period ending June 30, 2017 for the Hidalgo County Regional Mobility Authority.

ADJOURNMENT OF WORKSHOP

CALL TO ORDER FOR REGULAR MEETING AND ESTABLISH A QUORUM

Chairman Deanda called the Regular Meeting to order at 5:37 pm.

1. REPORTS

- A. Report on Program Manager Activity for 365 Tollway Project and IBTC Environmental Clearance Document – Eric Davila, HCRMA.
Mr. Davila reported on Program Manager Activity for 365 Tollway Project and IBTC Environmental Clearance Document. 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 Alonzo Cantu, with a second by Forrest Runnels, to approve the Consent Agenda. Motion carried unanimously.

- A. Approval of Minutes for Regular Meeting held June 27, 2017.
Approved the Minutes for the Regular Meeting held June 27, 2017 as presented.
- B. Approval of Project & General Expense Report for the period from June 10, 2017 to July 10, 2017 and July 11, 2017 to August 8, 2017.
Approved the Project & General Expense Report for the period from June 10, 2017 to July 10, 2017 and July 11, 2017 to August 8, 2017.
- C. Approval of Financial Report for June 2017.
Approved the Financial Report for June 2017.
- D. Approval of quarterly investment report for the period ending June 30, 2017 for the Hidalgo County Regional Mobility Authority.
Approval of quarterly investment report for the period ending June 30, 2017 for the Hidalgo County Regional Mobility Authority.
- E. Resolution 2017-71 – Approval of a Professional Service Agreement with Blanton & Associates Inc. to provide Environmental Services to the Hidalgo County Regional Mobility Authority.
Approved Resolution 2017-71 – Approval of a Professional Service Agreement with Blanton & Associates Inc. to provide Environmental Services to the Hidalgo County Regional Mobility Authority for a maximum amount of \$24,990.00.
- F. Resolution 2017-72 – Approval of Work Authorization Number 1 to the Professional Service Agreement with Blanton & Associates to provide Environmental Classification Support for International Bridge Trade Corridor Project.
Approved Resolution 2017-72 – Approval of Work Authorization Number 1 to the Professional Service Agreement with Blanton & Associates to provide Environmental Classification Support for International Bridge Trade Corridor Project in the amount of \$24,990.00.
- G. Resolution 2017-74 – Approval of Work Authorization 15 - Supplemental 1 to the Professional Services Agreement with SAMES Inc. for additional Subsurface Utility Engineering for the 365 Tollway Project.
Approved Resolution 2017-74 – Approval of Work Authorization 15 - Supplemental 1 to the Professional Services Agreement with SAMES Inc. for additional Subsurface Utility Engineering for the 365 Tollway Project in the amount of \$20,926.00.

H. Resolution 2017-75 - Approval of Contract Amendment Number 11 to the Professional Service Agreement with SAMES Inc. to increase the maximum payable amount for Work Authorization Number 15 – Supplemental 1.
Approved Resolution 2017-75 - Approval of Contract Amendment Number 11 to the Professional Service Agreement with SAMES Inc. to increase the maximum payable amount for Work Authorization Number 15 – Supplemental 1 by \$20,926.00 for a revised maximum payable amount of \$270,681.50.

3. REGULAR AGENDA

A. Resolution 2017-65 – Approval of an Interlocal Agreement between the Texas Department of Transportation and the Hidalgo County Regional Mobility Authority to amend the Overweight/Oversized Corridor, including a fee increase to \$200 per permit.
Motion by Alonzo Cantu, with a second by Forrest Runnels, to approve Resolution 2017-65 – Approval of an Interlocal Agreement between the Texas Department of Transportation and the Hidalgo County Regional Mobility Authority to amend the Overweight/Oversized Corridor, including a fee increase to \$200 per permit. Motion carried unanimously.

B. Resolution 2017-66 – Approval of a Board of Director Pricing Committee for the issuance of Hidalgo County Regional Mobility Authority Toll Revenue Bonds Series 2017 for the 365 Tollway Project.
Item Removed from Agenda.

C. Resolution 2017-67 – Authorization to negotiate fees and execute a Letter of Engagement with Burton McCumber Cortez, LLP for the 2017 Financial and Single Audit.
Motion by Rick Perez, with a second by Josue Reyes, to approve Resolution 2017-67 – Authorization to negotiate fees and execute a Letter of Engagement with Burton McCumber Cortez, LLP for the 2017 Financial and Single Audit. Motion carried unanimously.

D. Resolution 2017-68 – Approval of Change Order Number 7 with Foremost Paving Inc. to correct scrivener errors, reconcile project quantity underruns and add incidental paving requested by the Texas Department of Transportation as part of the US 281/Military Highway/BSIF Connector Project.
Motion by Josue Reyes, with a second by Rick Perez, to approve Resolution 2017-68 – Approval of Change Order Number 7 with Foremost Paving Inc. to correct scrivener errors for a decrease of (430.12), reconcile project quantity underruns and add incidental paving requested by the Texas Department of Transportation as part of the US 281/Military Highway/BSIF Connector Project in the amount of \$80,894.98 for a revised project cost of \$19,301,032.92 and to add five additional calendar days to the project for revised total days to construct of 566 days. Motion carried unanimously.

E. Resolution 2017-69 - Approval of a Professional Service Agreement with HDR Engineering to provide General Engineering Consultant Services to the Hidalgo County Regional Mobility Authority for a period not to exceed 12 months.
Motion by Rick Perez, with a second by Aquiles Garza, to approve Resolution 2017-69 – Approval of a Professional Service Agreement with HDR Engineering to provide General Engineering Consultant Services to the Hidalgo County Regional Mobility Authority for a period not to exceed 12 months for a maximum payable amount of \$149,719.96. Motion carried unanimously.

F. Resolution 2017-70 – Approval of Work Authorization Number 1 to the Professional Service Agreement with HDR Engineering to provide a General Engineering Consultant Report for the 365 Tollway Project.
Motion by Aquiles Garza, with a second by Rick Perez, to approve Resolution 2017-70 – Approval of Work Authorization Number 1 to the Professional Service Agreement with HDR Engineering to provide a General Engineering Consultant Report for the 365 Tollway Project in the amount of \$149,719.96. Motion carried unanimously.

G. Resolution 2017-73 – Approving utility relocation for the 365 Tollway Project and authorizing the Executive Director to execute such agreements, as necessary.

Motion by Rick Perez, with a second by Forrest Runnels, to approve Resolution 2017-73 – Approving utility relocation for the 365 Tollway Project and authorizing the Executive Director to execute such agreements, as necessary. Motion carried unanimously.

H. Resolution 2017-76 – Consideration and Approval of a Reimbursement Resolution expressing intent to Finance Expenditures to be incurred.

Motion by Aquiles Garza, with a second by Alonzo Cantu, to approve Resolution 2017-76 – Consideration and Approval of a Reimbursement Resolution expressing intent to Finance Expenditures to be incurred. Motion carried unanimously.

4. CHAIRMAN'S REPORT

A. None.

5. TABLED ITEMS

A. None

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

Motion by Forrest Runnels, with a second by Alonzo Cantu, to enter into Executive Session to consult with the Board Attorney on legal issues pertaining to Items 6B and 6E under Section 551.071 of the Texas Government Code at 6:07 pm. Motion carried unanimously

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.).

No action taken.

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.).

No action taken.

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.).

No action taken.

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.).

No action taken.

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.).

No action taken.

F. 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.

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.).

No action taken.

PUBLIC COMMENT

None

ADJOURNMENT

There being no other business to come before the Board of Directors, the meeting was adjourned at 6:25 pm.

S. David Deanda, Jr, Chairman

Attest:

Ricardo Perez, Secretary/Treasurer

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Item 2B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

2B
09/26/17
09/26/17

1. Agenda Item: **APPROVAL OF PROJECT AND GENERAL EXPENSE REPORT FROM AUGUST 9, 2017 TO SEPTEMBER 6, 2017**

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

Consideration and approval of project and general expense report for the period from August 9, 2017 to September 6, 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	\$ 104,367.11 ¹
Capital Projects Account	\$ 976,930.87 ²
R.O.W Services	\$ 85,123.00
SIB Loan	\$ 132,228.43
Total Project Expenses for Reporting Period	\$ 1,298,649.41
 Fund Balance after Expenses	 \$ 4,464,543

5. Staff Recommendation: **Motion to approve the project and general expense report for the period from August 9, 2017 to September 6, 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: X Approved Disapproved None

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

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

¹ Previous amount \$102,931.11. Added invoice of Pharr Bridge Park for \$1,400 for office lease and corrected amount of Credit Card Service from \$26 to \$62.

² Previous amount \$96,563.43. Added Foremost invoice of \$880,367.44.



Memorandum

To: S. David Deanda Jr., Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: September 26, 2017
Re: **Expense Report for the Period from August 9, 2017 to September 6, 2017**

Attached is the expense report for the period commencing on August 9, 2017 and ending on September 6, 2017.

Expenses for the General Account total \$104,367.11, the Capital Projects Account total \$976,930.87, ROW total \$ 85,123.00 and for the SIB Loan total \$132,228.43. The aggregate expense for the reporting period is \$1,298,649.41.

Based on review by this office, **approval of expenses for the reporting period is recommended in the aggregate amount of \$1,298,649.41.**

This leaves a fund balance (all funds) after expenses of \$4,464,543.

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



Aug 9 - Sept 11

September 2017

Plains Capital 41

	Make Check Payable to	Date Work Performed	Amount
Wages & Benefits	2-1212-1 City of Pharr	August 2017 \$	73,616.99
	53900-1200 Office Depot	July 2017 \$	226.14
	52900-1662 Copy Zone	August 2017 \$	878.70
	52900-1611 A-Fast Delivery, LLC	August 2017 \$	108.00
	54000-1850 LiftOff	2017 \$	4,836.00
Telephone	52900-1606 Verizon Wireless	Thru 8/1/2017 \$	151.96
	52900-1705 Hilltop Securities Inc.	FY Ending 12/31/2016 \$	2,500.00
Legal Fees	52900-1710 Bracewell	9/19/2017 \$	1,715.00
	52900-1710 Law Office of Richard Cantu, L.P.	August 2017 \$	315.00
	52900-1710-1 Pathfinder Public Affairs	August 2017 \$	10,000.00
	54000-1660 Eric Davila	9/12/17-9/14/2017 \$	522.42
Accounting Fees	52900-1705 City of Pharr	August 2017 \$	205.00
Rent	52900-1715 City of Pharr	September 2017 \$	1,969.60
	2-1212-1 City of Pharr	August 2017 \$	3,195.21
Rent	53900-1715 Pharr Bridge Business Park, LLC	October 2017 \$	1,400.00
	52900-1715-1 Dahill	8/08/17-10/07/2017 \$	1,444.85
	53000-1715-1 Dahill	9/14/17-10/13/17 \$	224.46
Professional Services	52900-1716 Pena Designs	August 2017 \$	200.00
	See Attached Credit Card Services	8/4/2017-9/2/2017 \$	62.00
	See Attached Credit Card Services	8/4/2017-9/2/2017 \$	365.94
	See Attached Credit Card Services	8/4/2017-9/2/2017 \$	169.84
Janitorial Services	53000-1605 ABC Janitorial & Floor Care, Inc.	August 2017 \$	260.00
		\$	104,367.11

PlainsCapital/R.O.W. Services

Sierra Title of Hidalgo County/ Lineage Master RE3	365 Tollway	\$85,123.00
		\$85,123.00

Wilmington Trust 45/Capital Projects

Legal Fees	52900-8810 Bracewell	Thru 8/31/2017 \$	10,355.00
Construction	52900-8830-5 Foremost Paving, Inc.	8/1/2017-8/31/2017 \$	880,367.44
	52900-8820-4 International Consulting Engineers	6/12/2017-9/3/2017 \$	58,747.50
	52900-8830-4 Terracon	Thru 8/14/2017 \$	9,733.74
	52900-8820-3 Donna Irrigation District No 1	9/2017-08/2018 \$	477.19
	52900-8810-1 Civil Systems Engineering, Inc.	Aug-17 \$	17,250.00
		\$	976,930.87

R.O.W. Services

Requisitions Paid		
Special Commissioners: Monica Galvan, O. Rene Flores, Juan Alvarez	365 Tollway	10,500.00
	\$	10,500.00

SIB Construction Account 44

Legal Fees	52900-8841 Law Office of Richard A. Cantu	Aug 2017 \$	38,856.63
	52900-8841 Barkhurst & Hinojosa PC	Aug 2017 \$	19,045.80
Acquisition Services	52900-8841 Sendero Acquisitions	Aug 2017 \$	16,125.00
	52900-8841 SAMES	8/1/2017-08/31/2017 \$	20,926.00
	52900-8841 Garza & Associates	08/01/17 \$	25,350.00
	52900-8841 HLH Appraisal Services	08/01/17 \$	1,425.00
		\$	121,728.43

Sub Total - General

\$ 104,367.11

Sub Total - Projects

\$ 976,930.87

Sub Total - PCB R.O.W. Services

\$ 85,123.00

Sub Total - R.O.W.

\$ -

Sub Total - SIB Acquisition

\$ 121,728.43

Sub Total - SIB R.O.W.

\$ 10,500.00

Total

\$ 1,298,649.41

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

Recommend Approval: _____
Pilar Rodriguez, Executive Director

Approved: _____
Ricardo Perez, Secretary/Treasurer

Date _____

9/26/2017

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Item 2C

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

2C
09/15/17
09/26/17

1. Agenda Item: **APPROVAL OF THE FINANCIAL REPORT FOR THE MONTHS OF AUGUST 2017.**
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of financial report for the months of August 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 August 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 AUGUST 31, 2017**

ASSETS

CURRENT ASSETS	
Cash	\$ 572,170
Investment-nonrestricted	928,206
Pool Investments	1,327,030
Promiles-Prepaid/Escrow Overweight Permit Fees	10,900
Accounts Receivable - VR Fees	515,240
Due from-govermental agency	4,090,097
Prepaid expense	<u>3,587</u>
Total Current Assets	<u>7,447,230</u>
Investments-debt service jr. lien	2,071,770
Investments-365 (SIB) construction	<u>2,328</u>
Total Restricted Assets	<u>3,639,651</u>
CAPITAL ASSETS	
Land-enviornmental	441,105
Construction in progress	<u>96,362,311</u>
Total Capital Assets	<u>96,803,416</u>
TOTAL ASSETS	<u><u>\$ 107,890,297</u></u>

LIABILITIES AND NET POSITION

CURRENT LIABILITIES	
Accounts payable-City of Pharr	\$ 76,812
Accounts payable-capital projects	1,883,554
Unearned Revenue - Overweight Permit Escrow	10,900
Current Portion of Bond Premium	<u>76,452</u>
Total Current Liabilities	<u>2,047,718</u>
RESTRICTED LIABILITIES	
Accounts Payable	
Current Portion of Long-Term Debt	<u>1,140,000</u>
Total Restricted Liabilities	<u>1,140,000</u>
LONG-TERM LIABILITIES	
2013 VRF Bonds Payable	57,135,000
Jr. Lien Bonds	20,000,000
Bond premium	1,987,740
Advance on construction	<u>63,000</u>
Total Long-Term Liabilities	<u>79,185,740</u>
Total Liabilities	<u>82,373,458</u>
NET POSITION	
Investment in Capital Assets, Net of Related Debt	16,403,552
Restricted for:	
Debt Service	3,637,323
Unrestricted	<u>5,475,964</u>
Total Net Position	<u>25,516,839</u>
TOTAL LIABILITIES AND NET POSITION	<u><u>\$ 107,890,297</u></u>

41 -HCRMA-GENERAL

ACCOUNT#	TITLE	
ASSETS		
=====		
41-1-1100	GENERAL OPERATING	572,170.30
41-1-1101	PLEDGE AGREEMENTS-CITIES	0.00
41-1-1102	POOL INVESTMENTS	1,327,030.44
41-1-1110	CLEARING ACCOUNT-WT 000-VRF	0.00
41-1-1110-1	CLEARING ACCT-SIB LOAN	0.00
41-1-1113	ACCOUNTS RECEIVABLES-VR FEES	515,240.00
41-1-1113-1	PROMILES-PREPARED/ESCROW OVERWE	10,900.00
41-1-1118	CONSTRUCTION IN PROGRESS	96,362,311.27
41-1-1119-1	LAND-ENVIRONMENTAL	441,105.00
41-1-1120	EQUIPMENT	0.00
41-1-1121	FURNITURE & FIXTURES	0.00
41-1-1122	COMPUTER EQUIP/SOFTWARE	0.00
41-1-1123	ACCUMULATED DEPRECIATION	0.00
41-1-1444	DUCE FROM BOND CONSTRUCTION	0.00
41-1-1601	PREPAID EXPENSE	<u>3,586.66</u>
		<u>99,232,343.67</u>
TOTAL ASSETS		99,232,343.67
=====		
LIABILITIES		
=====		
41-2-1212	ACCOUNTS PAYABLE	0.00
41-2-1212-1	A/P CITY OF PHARR	76,812.50
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
41-2-1214-9	ADVANCE ON CONSTRUCTION	63,000.00
41-2-1401	FUND BALANCE-RESTRICTED FOR IM	<u>0.00</u>
	TOTAL LIABILITIES	<u>80,489,904.21</u>
EQUITY		
=====		
41-3-1400	FUND BALANCE	19,726,427.59
41-3-3400	FUND BALANCE	<u>3,910,339.95</u>
	TOTAL BEGINNING EQUITY	<u>23,636,767.54</u>
	TOTAL REVENUE	4,529,596.73
	TOTAL EXPENSES	<u>9,423,924.81</u>
	TOTAL REVENUE OVER/(UNDER) EXPENSES	(4,894,328.08)
	TOTAL EQUITY & REV. OVER/(UNDER) EXP.	<u>18,742,439.46</u>
	TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.	99,232,343.67
	=====	

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

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 66.67

ACCOUNT NO#	TITLE	CURRENT MONTH REVENUES	YEAR TO DATE REVENUES	AMOUNT BUDGETED	BUDGET BALANCE	PERCENT USED
HCRMA						
4-1504	VEHICLE REGISTRATION FEES	515,240.00	4,236,258.54	6,695,000.00	2,458,741.46	63.27
4-1504-1	VFR DIVIDENDS/INTEREST	0.00	0.00	0.00	0.00	0.00
4-1505-5	PROMILES-OW/OS PERMIT FEES	35,199.00	236,088.00	250,000.00	13,912.00	94.44
4-1505-9	CONTRIBUTIONS-CITY	0.00	0.00	0.00	0.00	0.00
4-1506	INTEREST REVENUE	1,507.38	31,768.61	28,000.00	(3,768.61)	113.46
4-1506-2	INTEREST INCOME-TEXSTAR GEN OP	0.00	0.00	0.00	0.00	0.00
4-1506-3	INTEREST INCOME-TEXSTAR VRF	0.00	0.00	0.00	0.00	0.00
4-1590	BONDS PROCEEDS	0.00	0.00	0.00	0.00	0.00
	TOTAL HCRMA	551,946.38	4,504,115.15	6,973,000.00	2,468,884.85	64.59
46-CHARGES FOR CURRENT SE						
4-4664	MISCELLANEOUS	0.00	25,481.58	0.00	(25,481.58)	0.00
	TOTAL 46-CHARGES FOR CURRENT SE	0.00	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 **	551,946.38	4,529,596.73	7,692,558.00	3,162,961.27	58.88

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

1

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 66.67

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	34,452.16	293,538.61	0.00	475,106.00	181,567.39	61.78
52900-1104	OVERTIME	0.00	49.85	0.00	0.00	(49.85)	0.00
52900-1105	FICA	1,715.95	22,004.74	0.00	39,297.00	17,292.26	56.00
52900-1106	HOSPITAL INSURANCE	1,299.85	11,970.48	0.00	26,054.00	14,083.52	45.94
52900-1115	EMPLOYEES RETIREMENT	2,795.18	23,773.51	0.00	35,958.00	12,184.49	66.11
52900-1116	PHONE ALLOWANCE	392.30	3,334.55	0.00	3,900.00	565.45	85.50
52900-1117	CAR ALLOWANCE	1,753.84	14,907.64	0.00	22,800.00	7,892.36	65.38
52900-1122	EAP- ASSISTANCE PROGRAM	6.32	50.86	0.00	0.00	(50.86)	0.00
52900-1178	ADMIN FEE	750.00	6,375.00	0.00	9,750.00	3,375.00	65.38
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		43,165.60	376,005.24	0.00	624,743.00	248,737.76	60.19
12-							
52900-1200	OFFICE SUPPLIES	304.65	2,225.79	0.00	12,000.00	9,774.21	18.55
TOTAL 12-		304.65	2,225.79	0.00	12,000.00	9,774.21	18.55
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	900.04	0.00	2,500.00	1,599.96	36.00
52900-1607	CONTRACTUAL ADM/IT SERVICES	0.00	0.00	0.00	10,000.00	10,000.00	0.00
52900-1610	DUES & SUBSCRIPTIONS	839.00	26,647.45	0.00	30,000.00	3,352.55	88.82
52900-1611	POSTAGE/FEDEX/COURTIER	61.83	1,359.90	0.00	3,000.00	1,640.10	45.33
52900-1620	GENERAL LIABILITY	0.00	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:
AUGUST 31ST, 2017

2

FUND: 41 -HCRMA-GENERAL

> OF YEAR COMPLETED: 66.67

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
52900-1640	ADVERTISING	0.00	4,874.00	0.00	15,000.00	10,126.00	32.49
52900-1650	TRAINING	0.00	1,684.95	0.00	10,000.00	8,315.05	16.85
52900-1660	TRAVEL	465.28	2,623.04	0.00	15,000.00	12,376.96	17.49
52900-1662	PRINTING & PUBLICATIONS	0.00	6,433.52	0.00	15,000.00	8,566.48	42.89
TOTAL 16-		1,518.07	47,773.56	0.00	129,400.00	81,626.44	36.92
17-							
52900-1703	BANK SERVICE CHARGES	(2,000.00)	0.00	0.00	0.00	0.00	0.00
52900-1705	ACCOUNTING FEES	205.00	28,712.45	0.00	40,000.00	11,287.55	71.78
52900-1710	LEGAL FEES	840.00	35,762.12	0.00	30,000.00	(5,762.12)	119.21
52900-1710-1	LEGAL FEES-GOV.AFFAIRS	10,000.00	80,000.00	0.00	0.00	(80,000.00)	0.00
52900-1712	FINANCIAL CONSULTING FEES	0.00	9,600.00	0.00	0.00	(9,600.00)	0.00
52900-1715	RENT-OFFICE	1,969.60	11,817.60	0.00	35,000.00	23,182.40	33.76
52900-1715-1	RENT-OFFICE EQUIPMENT	905.35	5,712.63	0.00	12,000.00	6,287.37	47.61
52900-1715-2	RENT-OTHER	250.00	250.00	0.00	5,000.00	4,750.00	5.00
52900-1716	CONTRACTUAL WEBSITE SERVICES	200.00	1,400.00	0.00	2,400.00	1,000.00	58.33
52900-1731	MISCELLANEOUS	0.00	153.50	0.00	1,000.00	846.50	15.35
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-		12,369.95	173,408.30	0.00	126,400.00	(47,008.30)	137.19
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	3,300,000.00	0.00	0.00	(3,300,000.00)	0.00
52900-1999-3	TRANSFER OUT TO DEBT	333,194.76	2,653,104.90	0.00	3,976,112.00	1,323,007.10	66.73
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-		333,194.76	6,993,104.90	0.00	5,016,512.00	(1,976,592.90)	139.40

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

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 66.67

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
88-CAPITAL EXPENDITURES							
52900-8830-4	US 281/ BSIF - CONST LOCAL	0.00	4,824.09	0.00	0.00	(4,824.09)	0.00
52900-8841	PROFESSIONAL SERIVCES	27,748.35	27,748.35	0.00	0.00	(27,748.35)	0.00
52900-8842	ACQUISITIONS ROAD	92,023.28	1,460,659.70	0.00	0.00	(1,460,659.70)	0.00
	TOTAL 88-CAPITAL EXPENDITURES	119,771.63	1,493,232.14	0.00	0.00	(1,493,232.14)	0.00
	TOTAL GENERAL	510,324.66	9,085,749.93	0.00	5,939,055.00	(3,146,694.93)	152.98
	TOTAL HCRMA ADMINISTRATION	510,324.66	9,085,749.93	0.00	5,939,055.00	(3,146,694.93)	152.98
HCRMA CONSTRUCTION MGMT							
GENERAL							
11-PERSONNEL SERVICES							
53000-1100	SALARIES	16,711.68	140,245.81	0.00	499,229.00	358,983.19	28.09
53000-1104	OVERTIME	0.00	0.00	0.00	25,000.00	25,000.00	0.00
53000-1105	FICA	1,277.38	10,752.08	0.00	45,189.00	34,436.92	23.79
53000-1106	HOSPITAL INSURANCE	1,189.80	11,129.65	0.00	26,709.00	15,579.35	41.67
53000-1115	EMPLOYEES RETIREMENT	1,427.96	11,990.80	0.00	41,350.00	29,359.20	29.00
53000-1116	PHONE ALLOWANCE	276.90	2,353.65	0.00	10,800.00	8,446.35	21.79
53000-1117	CAR ALLOWANCE	553.84	4,707.64	0.00	43,200.00	38,492.36	10.90
53000-1122	EAP- ASSISTANCE PROGRAM	4.74	37.92	0.00	0.00	(37.92)	0.00
53000-1178	ADMN FEE	450.00	3,825.00	0.00	15,600.00	11,775.00	24.52
53000-1179	CONTINGENCY	0.00	0.00	0.00	12,481.00	12,481.00	0.00
	TOTAL 11-PERSONNEL SERVICES	21,892.30	185,042.55	0.00	719,558.00	534,515.45	25.72
12-							
53000-1200	OFFICE SUPPLIES	211.42	644.57	0.00	5,000.00	4,355.43	12.89
53000-1201	SMALL TOOLS	0.00	3,196.99	0.00	11,821.00	8,624.01	27.05
	TOTAL 12-	211.42	3,841.56	0.00	16,821.00	12,979.44	22.84

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

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 66.67

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
16-							
53000-1605	JANITORIAL	260.00	1,820.00	0.00	3,500.00	1,680.00	52.00
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	0.00	525.00	0.00	7,340.00	6,815.00	7.15
53000-1660	TRAVEL	0.00	1,871.42	0.00	12,000.00	10,128.58	15.60
TOTAL 16-		260.00	4,489.42	0.00	32,325.00	27,835.58	13.89
17-							
53000-1715-1	RENTAL - OFFICE EQUIPMENT	1,150.14	3,177.79	0.00	4,000.00	822.21	79.44
TOTAL 17-		1,150.14	3,177.79	0.00	4,000.00	822.21	79.44
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		23,513.86	196,551.32	0.00	840,014.00	643,462.68	23.40
TOTAL HCRMA CONSTRUCTION MGMT		23,513.86	196,551.32	0.00	840,014.00	643,462.68	23.40

HCRMA PROGRAM MGMT

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GENERAL

11-PERSONNEL SERVICES							
54000-1100	SALARIES	9,462.40	29,096.38	0.00	371,000.00	341,903.62	7.84
54000-1104	OVERTIME	0.00	0.00	0.00	2,500.00	2,500.00	0.00
54000-1105	FICA	754.54	2,289.70	0.00	30,751.00	28,461.30	7.45
54000-1106	HOSPITAL INSURANCE	739.64	6,498.19	0.00	20,345.00	13,846.81	31.94
54000-1115	EMPLOYEES RETIREMENT	0.00	0.00	0.00	28,138.00	28,138.00	0.00
54000-1116	PHONE ALLOWANCE	92.30	276.90	0.00	4,800.00	4,523.10	5.77
54000-1117	CAR ALLOWANCE	553.84	1,661.52	0.00	14,400.00	12,738.48	11.54
54000-1122	EAP- ASSISTANCE PROGRAM	1.58	5.53	0.00	0.00 (5.53)	0.00	0.00
54000-1178	ADMN FEE	150.00	525.00	0.00	7,800.00	7,275.00	6.73
54000-1179	CONTINGENCY	0.00	0.00	0.00	9,275.00	9,275.00	0.00
TOTAL 11-PERSONNEL SERVICES		11,754.30	40,353.22	0.00	469,009.00	448,655.78	8.25

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

FUND: 41 -HCRMA-GENERAL

% OF YEAR COMPLETED: 66.67

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
12-							
54000-1200	OFFICE SUPPLIES	0.00	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	40.00	40.00	0.00	2,500.00	2,460.00	1.60
54000-1650	TRAINING	100.00	350.00	0.00	0.00	{ 350.00}	0.00
54000-1660	TRAVEL	1,541.02	1,949.02	0.00	0.00	{ 1,949.02}	0.00
TOTAL 16-		1,681.02	2,339.02	0.00	2,500.00	160.98	93.56
18-							
54000-1850	CAPITAL OUTLAY	14,350.00	94,452.94	0.00	115,800.00	21,347.06	81.57
54000-1899	NON-CAPITALIZED	0.00	4,478.38	0.00	58,115.00	53,636.62	7.71
TOTAL 18-		14,350.00	98,931.32	0.00	173,915.00	74,983.68	56.88
TOTAL GENERAL		27,785.32	141,623.56	0.00	670,424.00	528,800.44	21.12
TOTAL HCRMA PROGRAM MGMT		27,785.32	141,623.56	0.00	670,424.00	528,800.44	21.12
** TOTAL FUND EXPENSES **		561,623.84	9,423,924.81	0.00	7,449,493.00	(1,974,431.81)	126.50

ACCOUNT: 41-1-1100 GENERAL OPERATING

RECONCILIATION SUMMARY

BEGINNING STATEMENT BALANCE:	686,684.00	GL ACCOUNT BALANCE:	572,170.30
DEPOSITS:	+ 164,586.30	OUTSTANDING DEPOSITS:	- 0.00
WITHDRAWALS:	+ 262,320.44CR	OUTSTANDING CHECKS:	- 16,779.56CR
ADJUSTMENTS:	+ 0.00	ADJUSTMENTS:	+ 0.00
ENDING STATEMENT BALANCE:	588,949.86	ADJUSTED GL ACCOUNT BALANCE:	588,949.86

STATEMENT BALANCE: 588,949.86
 BANK DIFFERENCE: 0.00
 G/L DIFFERENCE: 0.00

① 9/14/17

CLEARED DEPOSITS:

8/31/2017 083117 HCRMA AUGUST 2017 PROMILES	7,866.00
8/31/2017 083118 HCRMA AUGUST 2017 PROMILES	6,939.00
8/31/2017 083119 HCRMA AUGUST 2017 PROMILES	6,525.00
8/31/2017 083120 HCRMA AUGUST 2017 PROMILES	7,110.00
8/31/2017 083121 HCRMA AUGUST 2017 PROMILES	6,759.00
TOTAL CLEARED DEPOSITS:	35,199.00

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CLEARED CHECKS:

8/01/2017 002144 A FAST DELIVERY	138.75CR	52900 - 1611
8/01/2017 002145 BENTLEY SYSTEMS, INC.	35,650.00CR	54000 - 1850
8/01/2017 002146 COPYZONE	943.47CR	52900 - 1662
8/01/2017 002147 DAHILL	1,129.81CR	52900 - 1715 - 1
8/01/2017 002148 OFFICE DEPOT	171.93CR	52900 - 1200
8/01/2017 002149 UNIVERSITY OF NORTH TEXAS	270.00CR	52900 - 1610
8/01/2017 002150 SHEPARD WALTON KING INSURANCE	9,600.00CR	52900 - 1712
TOTAL CLEARED CHECKS:	47,903.96CR	=====

Aug 14/P

41 - 2-1212

52900 - 1611
 54000 - 1850
 52900 - 1662
 52900 - 1715 - 1
 52900 - 1200
 52900 - 1610
 52900 - 1712

1/224 41

Balance sheet 3 Exp for 41

CLEARED OTHER:

8/31/2017 000058 CITY OF PHARR	79,753.76CR
8/31/2017 000059 BRACEWELL LLP ATTORNEYS AT LAW	840.00CR
8/31/2017 000060 PENA DESIGNS	200.00CR
8/31/2017 000061 SENDERO ACQUISITIONS	8,615.25CR
8/31/2017 000062 SIERRA TITLE OF HIDALGO COUNTY	6,900.28CR
8/31/2017 000063 LAW OFFICE OF RICHARD A. CANTU	13,963.30CR
8/31/2017 000064 PATHFINDER PUBLIC AFFAIRS	10,000.00CR
8/31/2017 000065 ABC JANITORIAL & FLOOR CARE, I	260.00CR
8/31/2017 000066 PLAINS CAPITAL-CREDIT CARD SER	2,695.27CR
8/31/2017 000067 SAMES	4,494.80CR

PERIOD: 8/01/2017 - 8/31/2017

ACCOUNT: 41-1-1100 GENERAL OPERATING

RECONCILIATION SUMMARY

BEGINNING STATEMENT BALANCE:	686,684.00	GL ACCOUNT BALANCE:	572,170.30
DEPOSITS:	+ 164,586.30	OUTSTANDING DEPOSITS:	- 0.00
WITHDRAWALS:	+ 262,320.44CR	OUTSTANDING CHECKS:	- 16,779.56CR
ADJUSTMENTS:	+ 0.00	ADJUSTMENTS:	+ 0.00
ENDING STATEMENT BALANCE:	588,949.86	ADJUSTED GL ACCOUNT BALANCE:	588,949.86

STATEMENT BALANCE: 588,949.86
 BANK DIFFERENCE: 0.00
 G/L DIFFERENCE: 0.00

CLEARED DEPOSITS:

8/31/2017 083117 HCRMA AUGUST 2017 PROMILES	7,866.00
8/31/2017 083118 HCRMA AUGUST 2017 PROMILES	6,939.00
8/31/2017 083119 HCRMA AUGUST 2017 PROMILES	6,525.00
8/31/2017 083120 HCRMA AUGUST 2017 PROMILES	7,110.00
8/31/2017 083121 HCRMA AUGUST 2017 PROMILES	6,759.00
TOTAL CLEARED DEPOSITS:	35,199.00

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CLEARED CHECKS:

8/01/2017 002144 A FAST DELIVERY	138.75CR
8/01/2017 002145 BENTLEY SYSTEMS, INC.	35,650.00CR
8/01/2017 002146 COPYZONE	943.47CR
8/01/2017 002147 DAHILL	1,129.81CR
8/01/2017 002148 OFFICE DEPOT	171.93CR
8/01/2017 002149 UNIVERSITY OF NORTH TEXAS	270.00CR
8/01/2017 002150 SHEPARD WALTON KING INSURANCE	9,600.00CR
TOTAL CLEARED CHECKS:	47,903.96CR

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CLEARED OTHER:

8/31/2017 000058 CITY OF PHARR	79,753.76CR
8/31/2017 000059 BRACEWELL LLP ATTORNEYS AT LAW	840.00CR
8/31/2017 000060 PENA DESIGNS	200.00CR
8/31/2017 000061 SENDERO ACQUISITIONS	8,615.25CR
8/31/2017 000062 SIERRA TITLE OF HIDALGO COUNTY	6,900.28CR
8/31/2017 000063 LAW OFFICE OF RICHARD A. CANTU	13,963.30CR
8/31/2017 000064 PATHFINDER PUBLIC AFFAIRS	10,000.00CR
8/31/2017 000065 ABC JANITORIAL & FLOOR CARE, I	260.00CR
8/31/2017 000066 PLAINS CAPITAL-CREDIT CARD SER	2,695.27CR
8/31/2017 000067 SAMES	4,494.80CR

PERIOD: 8/01/2017 - 8/31/2017

ACCOUNT: 41-1-1100 GENERAL OPERATING

8/31/2017	000068	GARZA & ASSOCIATES	675.00CR
8/31/2017	000069	PILAR RODRIGUEZ	465.28CR
8/31/2017	000070	Eric Davila	278.58CR
8/31/2017	083117	INTEREST AUGUST 2017	31.15
8/31/2017	000071	VERIZON WIRELESS	151.96CR
8/31/2017	000072	SIERRA TITLE OF HIDALGO COUNTY	85,123.00CR
8/31/2017	083117	HCRMA CLEARING ACCT AUGUST 17	<u>129,356.15</u>
TOTAL CLEARED OTHER:			85,029.18CR

PERIOD: 8/01/2017 - 8/31/2017

ACCOUNT: 41-1-1100 GENERAL OPERATING

OUTSTANDING DEPOSITS:

No Items.

OUTSTANDING CHECKS:

8/30/2017	002151	BENTLEY SYSTEMS, INC.	14,350.00CR
8/30/2017	002152	DAHILL	1,673.49CR
8/30/2017	002153	OFFICE DEPOT	516.07CR
8/30/2017	002154	UNIVERSITY OF NORTH TEXAS	<u>240.00CR</u>
TOTAL OUTSTANDING CHECKS:			16,779.56CR

OUTSTANDING OTHER:

No Items.

PERIOD: 8/01/2017 - 8/31/2017

ACCOUNT: 41-1-1102 POOL INVESTMENTS

9/14/17
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RECONCILIATION SUMMARY

BEGINNING STATEMENT BALANCE:	1,325,605.12	GL ACCOUNT BALANCE:	1,327,030.44
DEPOSITS:	+ 1,425.32	OUTSTANDING DEPOSITS:	- 0.00
WITHDRAWALS:	+ 0.00	OUTSTANDING CHECKS:	- 0.00
ADJUSTMENTS:	+ 0.00	ADJUSTMENTS:	+ 0.00
ENDING STATEMENT BALANCE:	1,327,030.44	ADJUSTED GL ACCOUNT BALANCE:	1,327,030.44

STATEMENT BALANCE: 1,327,030.44
BANK DIFFERENCE: 0.00
G/L DIFFERENCE: 0.00

CLEARED DEPOSITS:

No Items.

CLEARED CHECKS:

No Items.

CLEARED OTHER:

8/31/2017 083117 INTEREST AUGUST 2017	1,425.32
TOTAL CLEARED OTHER:	1,425.32
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42 -HCRMA-DEBT SERVICE

ACCOUNT#	TITLE	
ASSETS		
=====		
42-1-4105	WILMINGTON-DEBT SERVICE	1,565,553.47
42-1-4105-1	DEBT SVC - JR LIEN	2,071,770.10
42-1-4114	DUE FROM (TO)	<u>0.00</u>
		<u>3,637,323.57</u>
TOTAL ASSETS		3,637,323.57
=====		
LIABILITIES		
=====		
42-2-4213-5	DUE TO (FROM)	0.00
42-2-4214-6	ACCRUED INTEREST PAY-2013	<u>0.00</u>
TOTAL LIABILITIES		<u>0.00</u>
EQUITY		
=====		
42-3-4400	FUND BALANCE	1,113,518.01
TOTAL BEGINNING EQUITY		1,113,518.01
TOTAL REVENUE		3,707,519.10
TOTAL EXPENSES		<u>1,183,713.54</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		<u>2,523,805.56</u>
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>3,637,323.57</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		3,637,323.57
=====		

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

FUND: 42 -HCRMA-DEBT SERVICE

% OF YEAR COMPLETED: 66.67

ACCOUNT NO#	TITLE	CURRENT MONTH REVENUES	YEAR TO DATE REVENUES	AMOUNT BUDGETED	BUDGET BALANCE	PERCENT USED
HCRMA						
4-1506	INTEREST INCOME	585.58	3,518.85	0.00	(3,518.85)	0.00
4-1506-1	INTEREST INCOME-JR LIEN	2,225.22	10,895.35	0.00	(10,895.35)	0.00
	TOTAL HCRMA	2,810.80	14,414.20	0.00	(14,414.20)	0.00
HCRMA-FUND 42						
4-1999	TRANSFERS IN-FROM GENERAL FUND	333,152.25	3,693,104.90	3,974,263.00	281,158.10	92.93
	TOTAL HCRMA-FUND 42	333,152.25	3,693,104.90	3,974,263.00	281,158.10	92.93
	** TOTAL FUND REVENUES **	335,963.05	3,707,519.10	3,974,263.00	266,743.90	93.29

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

1

FUND: 42 -HCRMA-DEBT SERVICE

% OF YEAR COMPLETED: 66.67

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
HRMA-DEBT SERVICE							
=====							
GENERAL							
=====							
46-							
52900-4602	CAPITALIZED TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
52900-4603-1	PRIN PMTS-VRF 13 BOND	0.00	0.00	0.00	0.00	0.00	0.00
52900-4603-2	PRIN PMTS-TXDOT BOND	0.00	0.00	0.00	0.00	0.00	0.00
52900-4603-3	PRIN PMTS-SIB BOND	0.00	0.00	0.00	0.00	0.00	0.00
52900-4603-4	PRIN PMTS-TIFA BOND	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 46-		0.00	0.00	0.00	0.00	0.00	0.00
47-							
52900-4703-1	INTEREST EXPENSE-VRF 13 BOND	0.00	1,181,713.54	0.00	0.00	(1,181,713.54)	0.00
52900-4703-2	INTEREST EXPENSE-TXDOT BOND	0.00	0.00	0.00	0.00	0.00	0.00
52900-4703-3	INTEREST EXPENSE-SIB BOND	0.00	0.00	0.00	0.00	0.00	0.00
52900-4703-4	INTEREST EXPENSE-TIFA BOND	0.00	0.00	0.00	0.00	0.00	0.00
52900-4727	FEES	2,000.00	2,000.00	0.00	0.00	(2,000.00)	0.00
TOTAL 47-		2,000.00	1,183,713.54	0.00	0.00	(1,183,713.54)	0.00
49-							
52900-4999-2	TRANSFERS OUT OF DEBT SERVICE	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL 49-		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL GENERAL							
TOTAL HRMA-DEBT SERVICE							
** TOTAL FUND EXPENSES **		2,000.00	1,183,713.54	0.00	0.00	(1,183,713.54)	0.00

PERIOD: 8/01/2017 ~ 8/31/2017

ACCOUNT: 42-1-4105 WILMINGTON-DEBT SERVICE

RECONCILIATION SUMMARY

BEGINNING STATEMENT BALANCE:	1,233,815.64	GL ACCOUNT BALANCE:	1,565,553.47
DEPOSITS:	+ 331,737.83	OUTSTANDING DEPOSITS:	- 0.00
WITHDRAWALS:	+ 0.00	OUTSTANDING CHECKS:	- 0.00
ADJUSTMENTS:	+ 0.00	ADJUSTMENTS:	+ 0.00
ENDING STATEMENT BALANCE:	1,565,553.47	ADJUSTED GL ACCOUNT BALANCE:	1,565,553.47

STATEMENT BALANCE: 1,565,553.47
BANK DIFFERENCE: 0.00
G/L DIFFERENCE: 0.00

CLEARED DEPOSITS:
No Items.

CLEARED CHECKS:
No Items.

CLEARED OTHER:

8/31/2017 083117 HCRMA FUND 42 AUGUST 2017	331,737.83
TOTAL CLEARED OTHER:	331,737.83
=====	

PERIOD: 8/01/2017 - 8/31/2017

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

9/14/17
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RECONCILIATION SUMMARY

BEGINNING STATEMENT BALANCE:	2,069,544.88	GL ACCOUNT BALANCE:	2,071,770.10
DEPOSITS:	+ 2,225.22	OUTSTANDING DEPOSITS:	- 0.00
WITHDRAWALS:	+ 0.00	OUTSTANDING CHECKS:	- 0.00
ADJUSTMENTS:	+ 0.00	ADJUSTMENTS:	+ 0.00
ENDING STATEMENT BALANCE:	2,071,770.10	ADJUSTED GL ACCOUNT BALANCE:	2,071,770.10

STATEMENT BALANCE: 2,071,770.10

BANK DIFFERENCE: 0.00

G/L DIFFERENCE: 0.00

CLEARED DEPOSITS:

No Items.

CLEARED CHECKS:

No Items.

CLEARED OTHER:

8/31/2017 083117 HCRMA FUND 42-1-4105-1 AUG 17	2,225.22
TOTAL CLEARED OTHER:	2,225.22

43 -HCRMA-BOND CONSTRUCTION

ACCOUNT#	TITLE	
ASSETS		
43-1-8102	WILMINGTON-BOND CONSTRUCTION	928,206.18
43-1-8110	CERTIFICATES OF DEPOSIT-BOND	0.00
43-1-8111	CD SPREAD PROGRAM-BOND CONST	0.00
43-1-8111-1	GOVERNMENT SECURITIES-BOND	0.00
43-1-8112	A/R-GOVERNMENTAL	4,090,097.00
43-1-8113	ACCRUED INTEREST INCOME	0.00
43-1-8114	DUE FROM (TO)	0.00
		<u>5,018,303.18</u>
TOTAL ASSETS		5,018,303.18
LIABILITIES		
43-2-8212	ACCOUNTS PAYABLE	0.00
43-2-8213	RETAINAGE PAYABLE	0.00
43-2-8213-5	DUE TO GENERAL FUND	0.00
43-2-8214-5	ACCRUED EXPENSES	0.00
43-2-8400	FUND BALANCE	<u>0.00</u>
TOTAL LIABILITIES		0.00
EQUITY		
43-3-3400	FUND BALANCE	(8,884,358.85)
43-3-8400	FUND BALANCE	<u>11,170,732.91</u>
TOTAL BEGINNING EQUITY		2,286,374.06
TOTAL REVENUE		13,123,586.24
TOTAL EXPENSES		10,391,659.12
TOTAL REVENUE OVER/(UNDER) EXPENSES		2,731,929.12
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>5,018,303.18</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		5,018,303.18

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

1

FUND: 43 -HCRMA-BOND CONSTRUCTION

> OF YEAR COMPLETED: 66.67

ACCOUNT NO#	TITLE	CURRENT MONTH REVENUES	YEAR TO DATE REVENUES	AMOUNT BUDGETED	BUDGET BALANCE	PERCENT USED
47-GRANTS						
4-4700	FEDERAL GRANT	1,189,007.02	7,789,833.04	0.00	(7,789,833.04)	0.00
4-4701	STATE GRANT	297,251.75	1,947,458.26	0.00	(1,947,458.26)	0.00
4-4710	CITY CONTRIBUTION	0.00	80,000.00	0.00	(80,000.00)	0.00
	TOTAL 47-GRANTS	1,486,258.77	9,817,291.30	0.00	(9,817,291.30)	0.00
48-INTERFUND TRANSFERS						
4-4800	TRANSFER IN- GENERAL FUND	0.00	3,300,000.00	0.00	(3,300,000.00)	0.00
	TOTAL 48-INTERFUND TRANSFERS	0.00	3,300,000.00	0.00	(3,300,000.00)	0.00
83-HCRMA BOND CONSTRUCT						
4-8300	XXBANK TRANSFERS	0.00	0.00	0.00	0.00	0.00
	TOTAL 83-HCRMA BOND CONSTRUCT	0.00	0.00	0.00	0.00	0.00
85-HCRMA BOND CONSTRUCT						
4-8503-2	BOND PROCEEDS-TXDOT 2015	0.00	0.00	0.00	0.00	0.00
4-8503-3	BOND PROCEEDS-TXDOT 2015	0.00	0.00	0.00	0.00	0.00
4-8503-4	BOND PROCEEDS- 2015 TOLL	0.00	0.00	0.00	0.00	0.00
4-8560	INTEREST INCOME	707.91	6,296.94	0.00	(6,296.94)	0.00
4-8560-1	INTEREST INCOME-TEX STAR	0.00	0.00	0.00	0.00	0.00
4-8560-2	INTEREST INCOME-CD'S	0.00	0.00	0.00	0.00	0.00
4-8560-3	INTEREST INCOME-CD'S SPREAD	0.00	0.00	0.00	0.00	0.00
4-8560-4	INTEREST INCOME-GOV'T AGENCIES	0.00	0.00	0.00	0.00	0.00
	TOTAL 85-HCRMA BOND CONSTRUCT	707.91	6,296.94	0.00	(6,296.94)	0.00
89-HCRMA BOND CONSTRUCT						
4-6999	TRANSFER IN- GENERAL FUND	0.00	0.00	0.00	0.00	0.00
	TOTAL 89-HCRMA BOND CONSTRUCT	0.00	0.00	0.00	0.00	0.00
** TOTAL FUND REVENUES **		1,486,966.68	13,123,588.24	0.00	(13,123,588.24)	0.00

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

1

FUND: 43 -HCRMA-BOND CONSTRUCTION

% OF YEAR COMPLETED: 66.67

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	22,037.50	0.00	0.00	(22,037.50)	0.00
TOTAL 87-		0.00	28,808.29	0.00	0.00	(28,808.29)	0.00
88-CAPITAL EXPENDITURES							
52900-8800	CONSULTING & ENGINEERING	0.00	883,433.84	0.00	0.00	(883,433.84)	0.00
52900-8810	SH 365 - ENVIROMENTAL	0.00	686,025.82	0.00	0.00	(686,025.82)	0.00
52900-8810-1	SH 365 - DESIGN	0.00	130,848.97	0.00	0.00	(130,848.97)	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	0.00	(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	0.00	11,862.50	0.00	0.00	(11,862.50)	0.00
52900-8820-1	IBTC - DESIGN	0.00	100,133.52	0.00	0.00	(100,133.52)	0.00
52900-8820-2	IBCT - ACQUISITION	0.00	0.00	0.00	0.00	0.00	0.00
52900-8820-3	IBTC - ROW	0.00	8,599.50	0.00	0.00	(8,599.50)	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	1,721.25	0.00	0.00	(1,721.25)	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	0.00	2,465.00	0.00	0.00	(2,465.00)	0.00
52900-8830-4	US 281/BSIF - CONST LOCAL	0.00	59,395.30	0.00	0.00	(59,395.30)	0.00
52900-8830-5	US 281/BSIF-CONST FEDERAL	0.00	6,609,471.51	0.00	0.00	(6,609,471.51)	0.00
52900-8830-6	US 281/BSIF-CONST STATE	0.00	1,652,367.88	0.00	0.00	(1,652,367.88)	0.00
52900-8841	PROFESSIONAL SERVICES	0.00	82,487.49	0.00	0.00	(82,487.49)	0.00
52900-8842	ACQUISITIONS ROAD	10,500.00	118,495.80	0.00	0.00	(118,495.80)	0.00
TOTAL 88-CAPITAL EXPENDITURES		10,500.00	10,347,444.29	0.00	0.00	(10,347,444.29)	0.00

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

1

FUND: 43 -HCRMA-BOND CONSTRUCTION

% OF YEAR COMPLETED: 66.67

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	22,037.50	0.00	0.00	(22,037.50)	0.00
TOTAL 87-		0.00	28,808.29	0.00	0.00	(28,808.29)	0.00
88-CAPITAL EXPENDITURES							
52900-8800	CONSULTING & ENGINEERING	0.00	883,433.84	0.00	0.00	(883,433.84)	0.00
52900-8810	SH 365 - ENVIRONMENTAL	0.00	686,025.82	0.00	0.00	(686,025.82)	0.00
52900-8810-1	SH 365 - DESIGN	0.00	130,848.97	0.00	0.00	(130,848.97)	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	0.00	(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 - ENVIRONMENTAL	0.00	11,862.50	0.00	0.00	(11,862.50)	0.00
52900-8820-1	IBTC - DESIGN	0.00	100,133.52	0.00	0.00	(100,133.52)	0.00
52900-8820-2	IBCT - ACQUISITION	0.00	0.00	0.00	0.00	0.00	0.00
52900-8820-3	IBTC - ROW	0.00	8,599.50	0.00	0.00	(8,599.50)	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	1,721.25	0.00	0.00	(1,721.25)	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	0.00	2,465.00	0.00	0.00	(2,465.00)	0.00
52900-8830-4	US 281/BSIF - CONST LOCAL	0.00	59,395.30	0.00	0.00	(59,395.30)	0.00
52900-8830-5	US 281/BSIF-CONST FEDERAL	0.00	6,609,471.51	0.00	0.00	(6,609,471.51)	0.00
52900-8830-6	US 281/BSIF-CONST STATE	0.00	1,652,367.88	0.00	0.00	(1,652,367.88)	0.00
52900-8841	PROFESSIONAL SERVICES	0.00	82,487.49	0.00	0.00	(82,487.49)	0.00
52900-8842	ACQUISITIONS ROAD	10,500.00	118,495.80	0.00	0.00	(118,495.80)	0.00
TOTAL 88-CAPITAL EXPENDITURES		10,500.00	10,347,444.29	0.00	0.00	(10,347,444.29)	0.00

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

FUND: 43 -HCRMA-BOND CONSTRUCTION

% OF YEAR COMPLETED: 66.67

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	1,441.54	0.00	386,280.00	384,838.46	0.37
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	15,406.54	0.00	386,280.00	370,873.46	3.99
TOTAL GENERAL		10,500.00	10,391,659.12	0.00	386,280.00	(10,005,379.12)	690.19
TOTAL HRMA-BOND CONSTRUCTION		10,500.00	10,391,659.12	0.00	386,280.00	(10,005,379.12)	690.19
** TOTAL FUND EXPENSES **		10,500.00	10,391,659.12	0.00	386,280.00	(10,005,379.12)	690.19

PERIOD: 8/01/2017 ~ 8/31/2017

ACCOUNT: 43-1-8102 WILMINGTON-BOND CONSTRUCTION

4/14/17
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RECONCILIATION SUMMARY

BEGINNING STATEMENT BALANCE:	247,475.38	GL ACCOUNT BALANCE:	928,206.18
DEPOSITS:	+ 871,123.64	OUTSTANDING DEPOSITS:	- 0.00
WITHDRAWALS:	+ 190,392.84CR	OUTSTANDING CHECKS:	- 0.00
ADJUSTMENTS:	+ 0.00	ADJUSTMENTS:	+ 0.00
ENDING STATEMENT BALANCE:	928,206.18	ADJUSTED GL ACCOUNT BALANCE:	928,206.18

STATEMENT BALANCE: 928,206.18
BANK DIFFERENCE: 0.00
G/L DIFFERENCE: 0.00

CLEARED DEPOSITS:

No Items.

CLEARED CHECKS:

No Items.

CLEARED OTHER:

8/31/2017	083117	HCRMA 43-1-8102 AUGUST 2017	110.71
8/31/2017	083118	HCRMA FUND 43 AUGUST 2017	597.20
8/31/2017	083117	TX DOT AUGUST 2017	870,415.73
8/31/2017	083117	HCRMA FUND 43 AUGUST 2017	3,500.00CR
8/31/2017	083118	HCRMA FUND 43 AUGUST 2017	3,500.00CR
8/31/2017	083119	HCRMA FUND 43 AUGUST 2017	3,500.00CR
8/31/2017	083120	HCRMA FUND 43 AUGST 2017	179,892.84CR
TOTAL CLEARED OTHER: 680,730.80			

44 -HCRMA-365 CONSTRUCTION

ACCOUNT#	TITLE	
ASSETS		
44-1-1100-1	CASH-COI	0.00
44-1-1102	POOL INVESTMENTS	2,327.68
44-1-1201	A/R OTHER	0.00
		<u>2,327.68</u>
TOTAL ASSETS		2,327.68
LIABILITIES		
44-2-1212	ACCOUNTS PAYABLE	0.00
TOTAL LIABILITIES		0.00
EQUITY		
44-3-1400	FUND BALANCE	<u>14,182,085.08</u>
TOTAL BEGINNING EQUITY		14,182,085.08
TOTAL REVENUE		61,172.46
TOTAL EXPENSES		<u>14,240,929.86</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		(14,179,757.40)
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		<u>2,327.68</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		2,327.68

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

1

FUND: 44 -HCRMA-365 CONSTRUCTION

% OF YEAR COMPLETED: 66.67

ACCOUNT NO#	TITLE	CURRENT MONTH REVENUES	YEAR TO DATE REVENUES	AMOUNT BUDGETED	BUDGET BALANCE	PERCENT USED
HCRMA						
4-1506	INTEREST REVENUE	0.00	47,207.46	0.00	(47,207.46)	0.00
	TOTAL HCRMA	0.00	47,207.46	0.00	(47,207.46)	0.00
48-INTERFUND TRANSFERS						
4-4800-1	TRANSFER IN BOND CONSTRUCTION	(1,441.54)	13,965.00	0.00	(13,965.00)	0.00
	TOTAL 48-INTERFUND TRANSFERS	(1,441.54)	13,965.00	0.00	(13,965.00)	0.00
** TOTAL FUND REVENUES **		(1,441.54)	61,172.46	0.00	(61,172.46)	0.00

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

1

FUND: 44 -HCRMA-365 CONSTRUCTION

2. OF YEAR COMPLETED: 66.67

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						
52900-8810-3	SH365-ROW	0.00	13,994.06	0.00	0.00	(13,994.06)	0.00
52900-8840	ISSUANCE COST	0.00	0.00	0.00	0.00	0.00	0.00
52900-8841	PROFESSIONAL SERVICES	0.00	407,357.29	0.00	0.00	(407,357.29)	0.00
52900-8842	ACQUISITIONS ROAD	{ 1,441.54)	13,819,578.51	0.00	0.00	(13,819,578.51)	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	{ 1,441.54)	14,240,929.86	0.00	0.00	(14,240,929.86)	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	{ 1,441.54)	14,240,929.86	0.00	0.00	(14,240,929.86)	0.00
	TOTAL HCRMA-365 CONSTRUCTION	{ 1,441.54)	14,240,929.86	0.00	0.00	(14,240,929.86)	0.00
	** TOTAL FUND EXPENSES **	{ 1,441.54)	14,240,929.86	0.00	0.00	(14,240,929.86)	0.00

45 -HCRMA - CAP.PROJECTS FUND

ACCOUNT#	TITLE	
ASSETS		
=====		
45-1-1102	Pool Investment	0.00
45-1-1250	A/R Govts.	<u>0.00</u>
		<u>0.00</u>
TOTAL ASSETS		0.00
=====		
LIABILITIES		
=====		
45-2-1212	Accounts Payable	<u>1,883,553.72</u>
TOTAL LIABILITIES		<u>1,883,553.72</u>
EQUITY		
=====		
45-3-1400	Fund Balance	<u>0.00</u>
TOTAL BEGINNING EQUITY		0.00
TOTAL REVENUE		0.00
TOTAL EXPENSES		<u>1,883,553.72</u>
TOTAL REVENUE OVER/(UNDER) EXPENSES		(1,883,553.72)
TOTAL EQUITY & REV. OVER/(UNDER) EXP.		(<u>1,883,553.72</u>)
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.		0.00
=====		

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

1

FUND: 45 -HCRMA - CAP.PROJECTS FUND

> OF YEAR COMPLETED: 66.67

ACCOUNT NO#	TITLE	CURRENT MONTH REVENUES	YEAR TO DATE REVENUES	AMOUNT BUDGETED	BUDGET BALANCE	PERCENT USED
HCRMA						
4-1506	Interest Revenue	0.00	0.00	0.00	0.00	0.00
	TOTAL HCRMA	0.00	0.00	0.00	0.00	0.00
47-GRANTS						
4-4700	Federal Grant	0.00	0.00	0.00	0.00	0.00
4-4701	State Grant	0.00	0.00	0.00	0.00	0.00
	TOTAL 47-GRANTS	0.00	0.00	0.00	0.00	0.00
** TOTAL FUND REVENUES **		0.00	0.00	0.00	0.00	0.00

9-14-2017 10:34 AM

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

1

FUND: 45 -HCRMA - CAP. PROJECTS FUND

% OF YEAR COMPLETED: 66.67

ACCOUNT NO#	TITLE	CURRENT MONTH EXPENSES	YEAR TO DATE EXPENSES	YEAR TO DATE ENCUMBRANCES	AMOUNT BUDGET	BUDGET BALANCE	PERCENT USED
** TOTAL FUND EXPENSES **		0.00	0.00	0.00	0.00	0.00	0.00

Item 3A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

3A
09/15/17
09/26/17

1. Agenda Item: APPROVAL RESOLUTION 2017-66 – AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF ONE OR MORE SERIES OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY SENIOR LIEN REVENUE BONDS, SERIES 2017 IN ACCORDANCE WITH CERTAIN PARAMETERS; APPROVING THE FORM OF, AND AUTHORIZING THE EXECUTION AND DELIVERY OF, THE FIRST SUPPLEMENTAL TRUST INDENTURE; APPOINTING AUTHORIZED REPRESENTATIVES TO APPROVE AND DETERMINE CERTAIN TERMS AND PROVISIONS OF THE SERIES 2017 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTRACT OF PURCHASE FOR THE SERIES 2017 BONDS; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT IN CONNECTION WITH THE OFFERING AND SALE OF SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS AND INSTRUMENTS IN CONNECTION WITH THE FOREGOING; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT
2. Nature of Request: (Brief Overview) Attachments: Yes No
Consideration and approval of authorization to issue Senior Lien Revenue Bonds, Series 2017.
3. Policy Implication: Board Policy, Local Government Code, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No N/A
5. Staff Recommendation: Motion to approve Resolution 2017-66 as presented.
6. Program Manager's Recommendation: Approved Disapproved None
7. Planning Committee's Recommendation: Approved Disapproved None
8. Board Attorney's Recommendation: Approved Disapproved None
9. Chief Auditor's Recommendation: Approved Disapproved None
10. Chief Financial Officer's Recommendation: Approved Disapproved None
11. Chief Development Engineer's Recommendation: Approved Disapproved None
12. Chief Construction Engineer's Recommendation: Approved Disapproved None
13. Executive Director's Recommendation: Approved Disapproved None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

RESOLUTION 2017-66

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF ONE OR MORE SERIES OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY SENIOR LIEN REVENUE BONDS, SERIES 2017 IN ACCORDANCE WITH CERTAIN PARAMETERS; APPROVING THE FORM OF, AND AUTHORIZING THE EXECUTION AND DELIVERY OF, THE FIRST SUPPLEMENTAL TRUST INDENTURE; APPOINTING AUTHORIZED REPRESENTATIVES TO APPROVE AND DETERMINE CERTAIN TERMS AND PROVISIONS OF THE SERIES 2017 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT FOR THE SERIES 2017 BONDS; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT IN CONNECTION WITH THE OFFERING AND SALE OF SUCH BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS AND INSTRUMENTS IN CONNECTION WITH THE FOREGOING; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”) has been created, organized, and operates pursuant to the Constitution and laws of the State of Texas, including, particularly, Chapter 370, Texas Transportation Code (the “Act”), for the purposes of constructing, maintaining and operating transportation projects in Hidalgo County, Texas; and

WHEREAS, pursuant to the Act, the Authority is authorized to: (i) study, evaluate, design, finance, acquire, construct, maintain, repair and operate transportation projects, individually or as a system; and (ii) issue bonds, certificates, notes or other obligations payable from the revenues of a transportation project or system, including tolls, fees, fares or other charges, to pay all or part of the cost of a transportation project and to refund any bonds previously issued for a transportation project; and (iii) impose tolls, fees, fares or other charges for the use of each of its transportation projects and the different parts or sections of each of its transportation projects; and

WHEREAS, pursuant to the Act and other applicable laws, the Authority is authorized to issue revenue bonds, notes, certificates or other obligations for the purposes of financing all or a portion of the cost of the acquisition, construction, improvement, extension or expansion of one or more projects (as defined in the Act) and paying the expenses of issuing such revenue bonds, notes, certificates or other obligations; and

WHEREAS, the Authority has previously executed and delivered that certain Master Trust Indenture (the “Master Indenture”), between the Authority and Wilmington Bank, National

Association, as trustee (the "Trustee"), dated as of December 1, 2016 providing for the issuance from time to time by the Authority of one or more series of its revenue obligations (collectively, the "Obligations"), as supplemented by that certain Second Supplemental Trust Indenture (the "Second Supplemental Trust Indenture") between the Authority and the Trustee and dated as of December 1, 2016 (the Master Indenture, as supplemented by the Second Supplemental Trust Indenture, is referred to herein as the "Indenture"); and

WHEREAS, Sections 3.1, 3.2, 7.6 and 10.2 of the Master Indenture authorize the Authority and the Trustee to execute and deliver supplemental indentures authorizing the issuance of Obligations, including Additional Senior Lien Obligations, and to include in such supplemental indentures the terms of such Additional Senior Lien Obligations and any other matters and things relative to the issuance of such Obligations which are not inconsistent with or in conflict with the Indenture, to add to the covenants of the Authority, and to pledge other moneys, securities or funds as part of the Trust Estate; and

WHEREAS, the Board has been presented with the first supplemental trust indenture and finds that the recitals and findings contained therein are true, correct and complete, and hereby adopts and incorporates by reference such recitals and findings as if set forth in full in this Resolution, and finds that it is in the best interest of the public and the Authority to authorize the execution and delivery thereof; and

WHEREAS, pursuant to the provisions of the Act, the Board now desires to appoint one or more representatives of the Authority to act on behalf of the Authority to determine the final terms and conditions of the Series 2017 Bonds and to execute an Award Certificate (as defined herein) setting forth such determinations and authorizing and approving all other matters relating to the issuance, sale and delivery of the Series 2017 Bonds; and

WHEREAS, the Board desires to provide for the issuance of the Series 2017 Bonds in accordance with the requirements of the Master Indenture and the first supplemental trust indenture and to authorize the execution and delivery of such supplemental trust indentures, purchase contract, certificates, agreements, instruction letters and other instruments as may be necessary or desirable in connection therewith;

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

1. FINDINGS AND DETERMINATIONS

1.1 Findings and Determinations. (a) The findings and determinations set forth in the preamble hereof are hereby incorporated herein for all purposes as though such findings and determinations were set forth in full herein. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Master Indenture and the First Supplemental Trust Indenture (as defined herein).

(b) The Board has found and determined that the Series 2017 Bonds may be issued as one or more series of Additional Senior Lien Obligations, as Current Interest Bonds, Capital Appreciation Bonds and Convertible Capital Appreciation Bonds, and Long-Term Obligations in accordance with the Master Indenture.

(c) It is officially found, determined and declared that the meeting at which this Resolution has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Resolution was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended.

(d) The Authorized Representative is hereby authorized to make any findings and determinations required by Chapter 1371, Texas Government Code, as amended in the Award Certificate.

2. ISSUANCE OF SERIES 2017 BONDS; APPROVAL OF DOCUMENTS

2.1 Authorization of Issuance of Series 2017 Bonds; Approval of First Supplemental Trust Indenture. The Authority hereby authorizes, approves and directs the issuance of the Series 2017 Bonds in accordance with the terms of this Resolution, the Master Indenture and that certain supplemental trust indenture attached hereto as Exhibit A (the “First Supplemental Trust Indenture”). The First Supplemental Trust Indenture is hereby authorized and approved and the Chairman of the Board (the “Chairman”) is hereby authorized to execute the First Supplemental Trust Indenture and the Secretary of the Board is hereby authorized to attest the signature of the Chairman.

2.2 The Issuance of Series 2017 Bonds. The issuance, execution and delivery of the Series 2017 Bonds, which shall be issued in the aggregate principal amount, in one or more series and bearing interest in accordance with the terms of the First Supplemental Trust Indenture, all as determined by the Authorized Representative and set forth in an Award Certificate, to provide funds to (i) pay the Costs of the Senior Lien Project (as defined in the First Supplemental Trust Indenture), (ii) make deposits to a reserve fund and (iii) pay costs of issuance for the Series 2017 Bonds, all pursuant to and in accordance with the Master Indenture and the First Supplemental Trust Indenture, are hereby authorized and approved.

2.3 Execution and Delivery of Series 2017 Bonds. The Chairman of the Board is hereby authorized and directed to execute and the Secretary of the Board is hereby authorized and directed to attest the signature of the Chairman of the Board and to affix the Authority’s seal to the Series 2017 Bonds and to cause the Trustee to authenticate and deliver the Series 2017 Bonds to the Representative (as defined herein) or its designee against payment therefor in accordance with and subject to the terms and provisions of the Master Indenture and the First Supplemental Trust Indenture.

3. APPOINTMENT OF AUTHORIZED REPRESENTATIVE; DELEGATION OF AUTHORITY

3.1 Appointment of Authorized Representative. The Board hereby appoints the Executive Director to act as an Authorized Representative (the “Authorized Representative”) on behalf of the Board and to perform all acts authorized and required of an Authorized Representative set forth in this Resolution and the First Supplemental Trust Indenture, respectively. The Authorized Representative is hereby authorized and directed to execute an

Award Certificate setting forth the information authorized to be stated therein pursuant to this Resolution and required to be stated therein pursuant to the First Supplemental Trust Indenture.

3.2 Delegation of Authority. The Board hereby authorizes and directs that the Authorized Representative act on behalf of the Authority to determine all final terms and conditions of the Series 2017 Bonds, the aggregate principal amount of Series 2017 Bonds to be issued, the prices at which the Series 2017 Bonds will be sold, any different or additional designation or title of each series of the Series 2017 Bonds, the principal amounts and maturity dates therefor, the per annum interest rates for the Series 2017 Bonds, the redemption provisions and dates for the Series 2017 Bonds, the final forms of the Series 2017 Bonds, and such other terms and provisions that shall be applicable to the Series 2017 Bonds, to approve the purchase of and payment of the premium for bond insurance by the Authority, the terms of commitment for such insurance, if any and any special provisions related to such policy, if any, to approve the form and substance of one or more purchase contracts providing for the sale of the Series 2017 Bonds, to authorize and approve the forms of a preliminary official statement and a final official statement and to make such findings and determinations as are otherwise authorized herein or as may be required by the First Supplemental Trust Indenture to carry out the purposes of this Resolution and to execute an award certificate (an “Award Certificate”) setting forth such determinations, such other matters as authorized herein, and authorizing and approving all other matters relating to the issuance, sale and delivery of the Series 2017 Bonds; provided, that the following conditions can be satisfied:

- (i) the aggregate principal amount of the Series 2017 Bonds to be issued shall not exceed \$____,000,000; and
- (ii) the Series 2017 Bonds shall not bear interest at a rate greater than 8%.

all based on bond market conditions and available rates for the Series 2017 Bonds on the date of sale of the Series 2017 Bonds.

The Series 2017 Bonds may be issued as one or more series as specified in the Award Certificate.

3.3 Limitation on Delegation of Authority. The authority granted to the Authorized Representative under this Resolution shall expire one year from the date of this Resolution, unless otherwise extended by the Board by separate official action of the Board.

4. APPROVAL OF SALE OF SERIES 2017 BONDS

4.1 Approval of Sale of Series 2017 Bonds. The sale of one or more series of Series 2017 Bonds to Morgan Stanley & Co. LLC (the “Representative”), acting on behalf of itself and such other entities as may be named in the Purchase Contract described herein (collectively, the “Underwriters”), in the aggregate principal amounts and at the prices set forth in such Purchase Contract, as determined by the Authorized Representative on the date of sale of the Series 2017 Bonds, is hereby authorized and approved. The Authorized Representative is hereby authorized and directed to execute and deliver on behalf of the Authority a purchase contract providing for the sale of the Series 2017 Bonds to the Underwriters in such form as determined by the

Authorized Representative (the “Purchase Contract”), to be dated as of the date of its execution and delivery, by and among the Authority and the Underwriters. The Authorized Representative is hereby authorized and directed to approve the final terms and provisions of the Purchase Contract and to approve and to execute and deliver the Purchase Contract on behalf of the Authority, such approval to be conclusively evidenced by the execution thereof.

5. APPROVAL OF OFFICIAL STATEMENT

5.1 Approval of Official Statement. The Authorized Representative is hereby authorized and directed to authorize and approve the form and substance of the Preliminary Official Statement prepared in connection with the public offering of the Series 2017 Bonds, together with any addenda, supplement or amendment thereto (the “Preliminary Official Statement”), and the preparation, use and distribution of the Preliminary Official Statement in the marketing of the Series 2017 Bonds. The Authorized Representative is authorized to “deem final” the Preliminary Official Statement as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Authorized Representative is hereby further authorized and directed to use and distribute or authorize the use and distribution of, a final official statement and any addenda, supplement or amendment thereto (the “Official Statement”). The use thereof by the Underwriters in the public offering and sale of the Series 2017 Bonds is hereby authorized and approved.

6. USE AND APPLICATION OF PROCEEDS; LETTERS OF INSTRUCTION; POWER TO REVISE DOCUMENTS

6.1 Use and Application of Proceeds; Letters of Instruction. The proceeds from the sale of the Series 2017 Bonds shall be used for the purposes set forth in and in accordance with the terms and provisions of the First Supplemental Trust Indenture and the Award Certificate. The deposit and application of the proceeds from the sale of the Series 2017 Bonds shall be set forth in Letters of Instruction of the Authority executed by the Authorized Representative.

6.2 Execution and Delivery of Other Documents. The Authorized Representative is hereby authorized and directed to execute and deliver such other documents, including agreements, assignments, certificates, instruments, releases, financing statements, written requests, filings with the Internal Revenue Service and letters of instruction, whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution and to comply with the requirements of the Master Indenture, the First Supplemental Trust Indenture, the Award Certificate, and the Purchase Contract.

6.3 Power to Revise Form of Documents. Notwithstanding any other provision of this Resolution, the Authorized Representative is hereby authorized to take the necessary actions, including approving such changes to the form of the documents approved in this Resolution and any other document, certificate or agreement pertaining to the issuance and delivery of the Series 2017 Bonds in accordance with the terms of the Master Indenture, the First Supplemental Trust Indenture, as, in the judgment of such person, may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution, such approval to be evidenced by the execution thereof.

7. APPROVAL AND RATIFICATION OF CERTAIN ACTIONS

7.1 Certification of the Minutes and Records. The Secretary and any Assistant Secretary of the Board are each hereby severally authorized to certify and authenticate minutes and other records on behalf of the Authority for the issuance of the Series 2017 Bonds and for all other Authority activities.

7.2 Ratifying Other Actions. All other actions taken or to be taken by the Executive Director, the Chief Financial Officer, the Authorized Representative and the Authority's staff in connection with the issuance of the Series 2017 Bonds are hereby approved, ratified and confirmed.

7.3 Federal Tax Considerations. In addition to any other authority provided under this Resolution, the Authorized Representative is hereby further expressly authorized, acting for and on behalf of the Authority, to determine and designate in the Award Certificate for the Series 2017 Bonds whether such bonds will be issued as taxable bonds or tax-exempt bonds for federal income tax purposes and to make all appropriate elections under the Internal Revenue Code of 1986, as amended. The Authorized Representative is hereby further expressly authorized and empowered from time to time and at any time to perform all such acts and things deemed necessary or desirable and to execute and deliver any agreements, certificates, documents or other instruments, whether or not herein mentioned, to carry out the terms and provisions of this section, including but not limited to, the preparation and making of any filings with the Internal Revenue Service.

8. GENERAL PROVISIONS

8.1 Changes to Resolution. The Executive Director, the Chief Financial Officer and the Authorized Representative, and any of them, singly and individually, are hereby authorized to make such changes to the text of this Resolution as may be necessary or desirable to carry out the purposes hereof or to comply with the requirements of the Attorney General of the State of Texas in connection with the issuance of the Series 2017 Bonds herein authorized.

8.2 Effective Date. This Resolution shall be in full force and effect from and upon its adoption.

Adopted by the Board of Directors of the Hidalgo County Regional Mobility Authority on the 26th day of September, 2017.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: _____
Chairman, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

EXHIBIT A

FIRST SUPPLEMENTAL TRUST INDENTURE

Exhibit A

#5536912.3

FIRST SUPPLEMENTAL TRUST INDENTURE

BETWEEN

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AND

WILMINGTON TRUST, NATIONAL ASSOCIATION, TRUSTEE

AUTHORIZING

SENIOR LIEN REVENUE BONDS, SERIES 2017

Dated as of _____ 1, 2017

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I.	
DEFINITIONS AND STATUTORY AUTHORITY	
Section 1.1.	Supplemental Indenture 2
Section 1.2.	Definitions 2
Section 1.3.	Authority for This Supplemental Indenture 7
Section 1.4.	Rules of Construction 7
Section 1.5.	Interpretation 8
Section 1.6.	Indenture to Remain in Force 8
Section 1.7.	Successors and Assigns 8
Section 1.8.	Separability Clause 8
Section 1.9.	Benefits of Supplemental Indenture 8
Section 1.10.	Governing Law 8
Section 1.11.	Miscellaneous 8
ARTICLE II.	
AUTHORIZATION AND TERMS OF 2017 Bonds	
Section 2.1.	Authorization, Principal Amounts, Designation of Series, Terms and Provisions to Apply 8
Section 2.2.	Purposes 9
Section 2.3.	Pledge; Limited Obligations 9
Section 2.4.	Date, Denomination, Numbers, and Letters 10
Section 2.5.	Interest Payment Dates, Interest Rates and Maturity Dates of the Series 2017 Bonds 10
Section 2.6.	Paying Agent; Method and Place of Payment 12
Section 2.7.	Securities Depository; Book-Entry-Only System 12
Section 2.8.	Redemption Prices and Terms 14
Section 2.9.	Notice of Redemption 14
ARTICLE III.	
ACCOUNTS; APPLICATION OF PROCEEDS	
Section 3.1.	Establishment of Senior Lien Project Account 14
Section 3.2.	Senior Lien Project Subaccount 14
Section 3.3.	Reserved 15
Section 3.4.	Senior Lien Debt Service Account 15
Section 3.5.	Senior Lien Bond Proceeds Clearance Fund; Senior Lien Costs of Issuance Fund; Initial Deposits 15
Section 3.6.	Senior Lien Debt Service Reserve Requirement 16
Section 3.7.	Establishment and Operation of Accounts in the Senior Lien Debt Service Reserve Fund 16
ARTICLE IV.	
FORMS OF BONDS	
Section 4.1.	Form of Series 2017 Bonds 17

Section 4.2.	Initial Series 2017 Bonds	18
Section 4.3.	Additional Provisions Regarding Bonds.....	18

ARTICLE V.
TAX MATTERS; REBATE

Section 5.1.	Federal Income Tax Exclusion	18
Section 5.2.	Senior Lien Rebate Account	21

ARTICLE VI.
CONTINUING DISCLOSURE

Section 6.1.	Definitions.....	22
Section 6.2.	Annual Reports	22
Section 6.3.	Event Notices	23
Section 6.4.	Limitations, Disclaimers and Amendments	24

ARTICLE VII.
OTHER MATTERS

Section 7.1.	Execution in Several Counterparts.....	25
Section 7.2.	Designation as System Project.....	26

EXHIBIT A – Form of Series 2017 Current Interest Bond

EXHIBIT B – Form of Series 2017 Capital Appreciation Bond

EXHIBIT C – Form of Series 2017 Convertible Capital Appreciation Bond

EXHIBIT D – Form of Requisition

EXHIBIT E – Continuing Disclosure

FIRST SUPPLEMENTAL TRUST INDENTURE

THIS FIRST SUPPLEMENTAL TRUST INDENTURE, dated as of _____ 1, 2017 (this “Supplemental Indenture” or “First Supplemental Indenture”), is made by and between the HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (together with any successor to its rights, duties, and obligations hereunder, the “Authority”), a body politic and corporate and a political subdivision of the State of Texas (the “State”) duly created, organized and existing under the laws of the State, and WILMINGTON TRUST, NATIONAL ASSOCIATION, not in its individual capacity but solely as Trustee, a national banking association duly organized and existing under the laws of the United States of America, as trustee (together with any successor trustee hereunder, the “Trustee”). Capitalized terms used herein and not otherwise defined shall have the meaning as provided in Section 1.2 of this Supplemental Indenture.

RECITALS

WHEREAS, the Authority has been created, is organized, and operates pursuant to the Constitution and laws of the State, including, particularly, Chapter 370, Texas Transportation Code, as amended (the “Act”), for the purposes of constructing, maintaining and operating transportation projects in Hidalgo County, Texas; and

WHEREAS, pursuant to the Act, the Authority is authorized to: (i) study, evaluate, design, finance, acquire, construct, maintain, repair and operate transportation projects (as defined in the Act), individually or as a system (as defined in the Act); and (ii) issue bonds, certificates, notes or other obligations payable from the revenues of a transportation project or system, including tolls, fees, fares or other charges, to pay all or part of the cost of a transportation project and to refund any bonds previously issued for a transportation project; and (iii) impose tolls, fees, fares or other charges for the use of each of its transportation projects and the different parts or sections of each of its transportation projects; and

WHEREAS, pursuant to the Act and other applicable laws, the Authority is authorized to issue revenue bonds, notes, certificates or other obligations as hereinafter provided, and to enter into this Supplemental Indenture; and

WHEREAS, the Authority and the Trustee have executed and delivered the Master Indenture, providing for the issuance from time to time by the Authority of one or more series of its revenue obligations (collectively, the “Obligations”); and

WHEREAS, Section 10.2 of the Master Indenture authorizes the Authority and the Trustee to execute and deliver a supplemental indenture, authorizing Obligations of a Series, to include any other matters and things relative to such Obligations which are not inconsistent with or contrary to the Master Indenture, to add to the covenants of the Authority, and to pledge other moneys, securities or funds as part of the Trust Estate; and

WHEREAS, pursuant to the authority granted in the Act and Chapter 1371, Texas Government Code, as amended, the Authority has determined to authorize the issuance of its Senior Lien Revenue Bonds, Series 2017 (the “Series 2017 Bonds”), pursuant to the Master Indenture and this Supplemental Indenture for the purpose of providing funds (i) to pay a portion of the Costs of design, acquisition and construction of toll road improvements, including the

acquisition of right-of-way, of the Senior Lien Project, and (ii) for the other purposes specified herein; and

WHEREAS, the Board hereby finds and determines that the issuance of the Series 2017 Bonds is in the best interest of the Authority; and

WHEREAS, pursuant to the Bond Resolution, the Authority has authorized the Authorized Representative to make such findings and determinations as may be required in connection with the issuance of the Series 2017 Bonds and to set forth such findings and determinations in the Award Certificate; and

WHEREAS, the execution and delivery of this Supplemental Indenture and the issuance of the Series 2017 Bonds have been in all respects duly and validly authorized by the Bond Resolution; and

WHEREAS, the Trustee has accepted the trusts created by the Master Indenture and this Supplemental Indenture and in evidence thereof has joined in the execution and delivery hereof; and

WHEREAS, except as provided herein, all acts and conditions and things required by the laws of the State to happen, exist and be performed precedent to execution and delivery of this Supplemental Indenture have happened, exist and have been performed as so required in order to make the Master Indenture, as supplemented by this Supplemental Indenture, a valid, binding and legal instrument for the security of the Series 2017 Bonds and a valid and binding agreement in accordance with its terms;

NOW, THEREFORE, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Series 2017 Bonds by the holders thereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the further purpose of fixing and declaring the terms and conditions upon which the Series 2017 Bonds are to be issued, authenticated, delivered and accepted by the holders thereof, the Authority and the Trustee do hereby mutually covenant and agree, for the equal and proportionate benefit of the respective Holders from time to time of the Obligations, including the Series 2017 Bonds, as follows:

ARTICLE I.

DEFINITIONS AND STATUTORY AUTHORITY

Section 1.1. Supplemental Indenture. This Supplemental Indenture is supplemental to the Master Indenture and is adopted in accordance with Article III and Article X thereof.

Section 1.2. Definitions.

Unless the context shall require otherwise, all defined terms contained in the Master Indenture shall have the same meanings in this Supplemental Indenture (other than in the Bond Form) as such defined terms are given in Section 1.1 of the Master Indenture.

As used in this Supplemental Indenture (other than in the Bond Form), unless the context shall otherwise require, the following terms shall have the following respective meanings:

“Arbitrage Analyst” shall mean any nationally recognized firm of certified public accountants or any other nationally recognized firm or Person approved by the Authority and expert in the area of verification of arbitrage calculations related to tax-exempt bonds.

“Authorized Denomination” shall mean, with respect to Series 2017 Current Interest Bonds, \$5,000 principal amount or any integral multiple thereof, and, with respect to Series 2017 Capital Appreciation Bonds, \$5,000 Maturity Amount or any integral multiple thereof.

“Authorized Representative” shall mean the Chairman of the Board of Directors of the Authority, the Executive Director of the Authority and the Chief Financial Officer of the Authority, severally and each of them, as provided in the Bond Resolution.

“Award Certificate” shall mean the Award Certificate executed and delivered by an Authorized Representative pursuant to Section 2.1 hereof in connection with initial issuance and delivery of the Series 2017 Bonds authorized to be issued hereunder.

“Bond Form” shall mean, collectively, the Series 2017 Current Interest Bond Form attached hereto as Exhibit A, the Series 2017 Capital Appreciation Bond Form attached hereto as Exhibit B, and the Series 2017 Convertible Capital Appreciation Bond Form attached hereto as Exhibit C.

“Bond Resolution” shall mean Resolution No. ___, adopted by the Board of Directors of the Authority on _____, 2017.

“Bond Year” shall mean each one-year period that ends at the close of business on the day that is each anniversary of the Issuance Date and on the date of final maturity of the Series 2017 Bonds. The last Bond Year may be a short period.

“Capitalized Interest Period” shall mean, for each portion of the design, acquisition, construction, improvements and extensions to the Senior Lien Project financed with the proceeds of the Series 2017 Bonds with a separate placed-in-service date, the period commencing on the Issuance Date and ending on the date that is the later of (i) three years from the Issuance Date and (ii) one year after the applicable portion of the design, acquisition, construction, improvements and extensions to the Senior Lien Project financed with the proceeds of the Series 2017 Bonds (A) has reached a degree of completion which would permit its operation at substantially its design level and (B) is, in fact, in operation at such level.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Compounded Amount” shall have the meaning assigned thereto in the Master Indenture, provided that, with respect to the Series 2017 Capital Appreciation Bonds or the 2017 Convertible Capital Appreciation Bonds, such term shall mean, as of any particular date of calculation, the original principal amount thereof, plus initial premium, if any, plus all interest accreted and compounded to the particular date of calculation as determined pursuant to the Master Indenture.

“Compounding Dates” shall mean (i) with respect to the Series 2017 Capital Appreciation Bonds, each June 1 and December 1 until Stated Maturity, commencing on the date specified in the Award Certificate and (ii) with respect to the Series 2017 Convertible Capital Appreciation Bonds, commencing on the date specified in the Award Certificate, and each June 1 and December 1 thereafter until and including the Conversion Date.

“Computation Date” shall mean, with respect to the 2017 Capital Appreciation Bonds and the 2017 Convertible Capital Appreciation Bonds, each Installment Computation Date and the Final Computation Date.

“Conversion Date” shall mean the date or dates established in the Award Certificate for each respective 2017 Convertible Capital Appreciation Bond on which (i) the Compounded Amount of the Series 2017 Convertible Capital Appreciation Bonds equal the Maturity Amount thereof and (ii) the Series 2017 Convertible Capital Appreciation Bonds begin to bear interest on the Maturity Amount thereof, which is payable on each Interest Payment Date.

“Depository Participant” shall mean a broker, dealer, bank, other financial institution or any other Person for whom from time to time a Securities Depository effects book-entry transfers and pledges of securities deposited with such Securities Depository.

“Designated Payment/Transfer Office” shall mean, initially, the office of the Trustee located in Dallas, Texas, or such other office designated by the Trustee from time to time as the place of payment and transfer of registration of ownership of the Series 2017 Bonds.

“DTC” shall mean The Depository Trust Company, its successors and assigns.

“Final Computation Date” shall mean the date on which the last bond of the Series 2017 Bonds is discharged.

“Fixed Rate Bonds” shall mean the Series 2017 Bonds each maturity of which bears interest at a single per annum rate or yield to stated maturity or the prior redemption thereof as designated in the Award Certificate and as authorized by this Supplemental Indenture.

“Indenture” shall mean the Master Indenture, as amended or supplemented (i) by each Supplemental Indenture (as defined in the Master Indenture) heretofore executed and delivered by the Authority and the Trustee in accordance with the terms of the Master Indenture, prior to the date of this First Supplemental Indenture; (ii) by this First Supplemental Indenture; and (iii) hereafter from time to time in accordance with the terms of the Master Indenture.

“Initial Series 2017 Bonds” shall mean, collectively, the Initial Series 2017 Current Interest Bonds, if any, the Initial Series 2017 Capital Appreciation Bond, if any, and the Initial Series 2017 Convertible Capital Appreciation Bond, if any, as described in Section 2.4 hereof.

“Installment Computation Date” shall mean the last day of the fifth Bond Year and each succeeding fifth Bond Year.

“Interest Payment Date” shall mean (i) with respect to the Series 2017 Current Interest Bonds, each June 1 and December 1, commencing on the date specified in the Award Certificate

and (ii) with respect to the Series 2017 Convertible Capital Appreciation Bonds, each June 1 and December 1 following the Conversion Date.

“Issuance Date” shall mean the date of initial issuance and delivery of the Series 2017 Bonds to the Underwriters, or the representative thereof, against payment therefor.

“Letter of Representations” shall mean that certain Blanket Issuer Letter of Representations between the Authority and DTC, as the Securities Depository.

“Master Indenture” shall mean the Master Trust Indenture, dated as of December 1, 2016, between the Authority and the Trustee, without regard to supplements and amendments thereto.

“Maturity Amount” shall mean, with respect to the Series 2017 Capital Appreciation Bonds or the 2017 Convertible Capital Appreciation Bonds, the Compounded Amount due and payable at Stated Maturity.

“Official Statement” shall mean the Authority’s final official statement prepared in connection with the public offering and sale of the Series 2017 Bonds, together with any addenda, supplements and amendments thereto.

“Purchase Contract” shall mean the Bond Purchase Contract between the Authority and the respective Underwriters providing for the purchase of the Series 2017 Bonds by the Underwriters.

“Rebate Amount” shall mean that amount, as of each respective Computation Date, described in section 1.148-3(b) of the Regulations and generally means the excess as of any date of the future value of all receipts on nonpurpose investments over the future value of all payments on nonpurpose investments all as determined in accordance with section 1.148-3 of the Regulations.

“Record Date” shall mean with respect to the Series 2017 Current Interest Bonds, the fifteenth (15th) calendar day of the month preceding each Interest Payment Date.

“Regulations” shall mean the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Securities Depository” shall mean The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and any successor Securities Depository appointed pursuant to Section 9.13 of the Master Indenture and Section 2.7 of this Supplemental Indenture.

“Senior Lien Bond Proceeds Clearance Fund” shall mean the “Senior Lien Bond Proceeds Clearance Fund” established pursuant to Section 3.5(a) hereof, and any Accounts established therein pursuant to a Letter of Instructions signed by an Authorized Representative.

“Senior Lien Capitalized Interest Debt Service Subaccount” shall mean the “Senior Lien Capitalized Interest Subaccount” established in Section 3.4 hereof as part of the Senior Lien Debt Service Account.

“Senior Lien Costs of Issuance Fund” shall mean the “Senior Lien Costs of Issuance Fund” established pursuant to Section 3.5(b) hereof.

“Senior Lien Debt Service Account” shall mean the “Senior Lien Debt Service Account” established in Section 3.4 hereof as part of the Senior Lien Debt Service Fund and any subaccounts established therein pursuant to this Supplemental Indenture or a Letter of Instructions signed by an Authorized Representative.

“Senior Lien Debt Service Reserve Requirement” shall mean an amount equal to the least of (i) the maximum Annual Debt Service on all Outstanding Senior Lien Obligations, (ii) 1.25 times the Average Annual Debt Service on all Outstanding Senior Lien Obligations, or (iii) ten percent (10%) of the aggregate amount of the Outstanding Senior Lien Obligations, as determined on the date each Series of Senior Lien Obligations is issued.

“Senior Lien Project” shall mean the design, acquisition, and construction, including the acquisition of right-of-way, to the 365 Tollway from FM 396 (Anzalduas Highway) to US 281 (Military Highway).

“Senior Lien Project Account” shall mean the account by that name established pursuant to Section 3.1 hereof as part of the Construction Fund.

“Senior Lien Project Subaccount” shall mean the “Senior Lien Project Subaccount” established pursuant to Section 3.2 hereof as part of the Senior Lien Project Account.

“Senior Lien Rebate Account” shall mean the account by that name established pursuant to Section 5.2 hereof and such subaccounts as may be established therein pursuant to a Letter of Instructions signed by an Authorized Representative.

“Series 2017 Bonds” shall mean, collectively, the Series 2017 Current Interest Bonds, the Series 2017 Capital Appreciation Bonds, and the Series 2017 Convertible Capital Appreciation Bonds, each as authorized pursuant to this Supplemental Indenture and designated as such in the Award Certificate.

“Series 2017 Capital Appreciation Bonds” shall mean the Fixed Rate Bonds designated as Series 2017 Capital Appreciation Bonds which accrete interest to Stated Maturity payable at Stated Maturity as a portion of the Maturity Amount, as provided in the Award Certificate as authorized by this Supplemental Indenture.

“Series 2017 Convertible Capital Appreciation Bonds” means the Series 2017 Convertible Capital Appreciation Bonds authorized by this Supplemental Indenture, which accrete interest to each respective Conversion Date and thereafter bear interest on the Maturity Amount thereof payable on each Interest Payment Date with the Maturity Amount thereof, payable on the maturity date thereof.

“Series 2017 Current Interest Bonds” shall mean the Fixed Rate Bonds designated as Series 2017 Current Interest Bonds on which interest is paid on each Interest Payment Date as provided in the Award Certificate as authorized by this Supplemental Indenture.

“Series 2017 Senior Lien Bonds Funded Account” shall mean the Account by that name established pursuant to Section 3.7 hereof as part of the Senior Lien Debt Service Reserve Fund.

“Special Payment Date” shall mean the date that is fifteen (15) days after the Special Record Date.

“Special Record Date” shall mean the new record date for interest payment established in the event of a nonpayment of interest on a scheduled Interest Payment Date, and for thirty (30) days thereafter.

“Stated Maturity” shall mean the date on which a Series 2017 Bond is scheduled to mature, as set forth in the Award Certificate.

“Supplemental Indenture” or “First Supplemental Indenture” shall mean this First Supplemental Trust Indenture by and between the Authority and the Trustee, dated as of the date first above written, together with any amendments hereto.

“Treasury” shall mean the United States Department of the Treasury, or any successor department or agency to the obligations thereof.

“Underwriters” shall mean the underwriters named in the Purchase Contract.

Section 1.3. Authority for This Supplemental Indenture. This Supplemental Indenture is adopted pursuant to the provisions of the Act and the Master Indenture, particularly Section 10.2(a) of the Master Indenture.

Section 1.4. Rules of Construction.

(a) For all purposes of this Supplemental Indenture unless the context requires otherwise, all references to designated Articles, Sections and other subdivisions are to the articles, sections and other subdivisions of this Supplemental Indenture.

(b) Except where the context otherwise requires, terms defined in this Supplemental Indenture to impart the singular number shall be considered to include the plural number and vice versa.

(c) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa.

(d) This Supplemental Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Supplemental Indenture and the Master Indenture which it supplements.

Section 1.5. Interpretation. The Table of Contents, titles and headings of the Articles and Sections of this Supplemental Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms or provisions hereof.

Section 1.6. Indenture to Remain in Force. Except as amended by this Supplemental Indenture, the Indenture shall remain in full force and effect as to the matters covered therein.

Section 1.7. Successors and Assigns. All covenants and agreements in this Supplemental Indenture by the Authority and the Trustee shall bind their respective successors and assigns, whether so expressed or not.

Section 1.8. Separability Clause. In case any provision in this Supplemental Indenture shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1.9. Benefits of Supplemental Indenture. Subject to the terms of the Master Indenture and the terms hereof, nothing in this Supplemental Indenture or in the Series 2017 Bonds, express or implied, shall give to any Person, other than the parties hereto, their successors hereunder, and the Holders of Series 2017 Bonds, any benefit or any legal or equitable right, remedy or claim under this Supplemental Indenture.

Section 1.10. Governing Law. This Supplemental Indenture shall be construed in accordance with and governed by the laws of the State.

Section 1.11. Miscellaneous. Every "request," "order," "demand," "application," "notice," "statement," "certificate," "consent," "instruction," or similar action hereunder shall, unless the form thereof is specifically provided herein, be in writing, and in the case of the Authority signed by an Authorized Representative of the Authority or in the case of any other Person signed by its President or Vice President, or other officer serving in similar capacities specifically authorized to execute such writing on behalf of any other Person, as the case may be.

ARTICLE II.

AUTHORIZATION AND TERMS OF 2017 BONDS

Section 2.1. Authorization, Principal Amounts, Designation of Series, Terms and Provisions to Apply.

(a) In accordance with and subject to the terms, conditions and limitations established in the Indenture and this Supplemental Indenture, the Series 2017 Bonds are hereby authorized to be issued pursuant to and in accordance with the provisions of the Bond Resolution, the Master Indenture, Chapter 1371, Texas Government Code, as amended, and the Act. The Authorized Representative shall determine the aggregate principal amount of Series 2017 Bonds to be issued for the purposes identified in Section 2.2 of this Supplemental Indenture and shall make such findings as required by law, as authorized by the Bond Resolution or as otherwise deemed appropriate by the Authorized Representative, all of which shall be set forth in the Award Certificate. The terms of the Series 2017 Bonds shall be as set forth in the Master Indenture, this

Supplemental Indenture and the Award Certificate. All terms and provisions of the Award Certificate relating to the Series 2017 Bonds shall be deemed to be incorporated into and shall become a part of this First Supplemental Indenture.

(b) Fixed Rate Bonds. The Authorized Representative shall determine and shall set forth in the Award Certificate the aggregate principal amount of Fixed Rate Bonds to be issued and the series designation thereof, as follows:

(i) The Authorized Representative shall determine and set forth in the Award Certificate the principal amount of Fixed Rate Bonds to be issued as Series 2017 Current Interest Bonds, the series designation thereof, the maturity dates, the per annum interest rates, the redemption provisions and any other terms and provisions determined by the Authorized Representative as necessary or desirable with respect to the terms of such Series 2017 Current Interest Bonds;

(ii) The Authorized Representative shall determine and set forth in the Award Certificate the original principal amount of Fixed Rate Bonds to be issued as Series 2017 Capital Appreciation Bonds, if any, the maturity dates, the yield to maturity, Maturity Amounts and the redemption provisions, if any, to be applicable to such Series 2017 Capital Appreciation Bonds; and

(iii) The Authorized Representative shall determine and set forth in the Award Certificate the original principal amount of Fixed Rate Bonds to be issued as Series 2017 Convertible Capital Appreciation Bonds, if any, the maturity dates, the yield to maturity, Maturity Amounts and the redemption provisions, if any, to be applicable to such Series 2017 Convertible Capital Appreciation Bonds.

Section 2.2. Purposes. The Series 2017 Bonds are issued in accordance with Section 3.2(a) of the Master Indenture for the purpose of providing funds to: (i) to pay a portion of the Costs of design, acquisition and construction of toll road improvements, including the acquisition of right-of-way, of the Senior Lien Project; (ii) pay capitalized interest on the Series 2017 Bonds; (iii) make a deposit to the Senior Lien Debt Service Reserve Fund; and (iv) pay certain costs of issuance for the Series 2017 Bonds, all under and in accordance with the Constitution and the laws of the State.

Section 2.3. Pledge; Limited Obligations.

(a) The Series 2017 Bonds are designated as Senior Lien Obligations and as Long-Term Obligations under the Master Indenture.

(b) The Series 2017 Bonds shall be limited obligations of the Authority constituting Senior Lien Obligations payable from and secured solely by a first lien on, pledge of and security interest in the Trust Estate; provided, that the interest of the Series 2017 Bonds in the Construction Fund shall be limited to amounts on deposit in the Senior Lien Project Subaccount. The Series 2017 Bonds, as Senior Lien Obligations, shall constitute a valid claim of the Holder thereof against the Trust Estate, which is pledged to secure the payment of the principal of or Maturity Amount, redemption premium, if any, and interest on the Series 2017 Bonds. The Series 2017 Bonds shall not constitute a general obligation of the Authority and under no circumstances shall the Series

2017 Bonds be payable from, nor shall the Holder thereof have any rightful claim to, any income, revenues, funds or assets of the Authority other than those pledged hereunder and under the Master Indenture as security for the payment of the Senior Lien Obligations.

NONE OF THE STATE OF TEXAS, HIDALGO COUNTY, TEXAS OR ANY OTHER AGENCY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OTHER THAN THE AUTHORITY IS OBLIGATED TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2017 BONDS. THE SERIES 2017 BONDS ARE PAYABLE SOLELY FROM THE TRUST ESTATE AND CERTAIN FUNDS CREATED UNDER THE INDENTURE. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, HIDALGO COUNTY, TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2017 BONDS. THE AUTHORITY HAS NO TAXING POWER.

NO RE COURSE UNDER THE SERIES 2017 BONDS SHALL BE HAD AGAINST ANY PAST, PRESENT OR FUTURE OFFICER OF THE AUTHORITY. THE SERIES 2017 BONDS SHALL NEVER BE PAID IN WHOLE OR IN PART OUT OF ANY FUNDS RAISED OR TO BE RAISED BY TAXATION OR OUT OF ANY OTHER REVENUES OF THE AUTHORITY, EXCEPT THOSE REVENUES ASSIGNED BY THE INDENTURE.

Section 2.4. Date, Denomination, Numbers, and Letters.

(a) The Series 2017 Bonds shall be dated as provided in the Award Certificate and shall be issued in Authorized Denominations.

(b) Unless the Authority shall direct otherwise, each Series 2017 Current Interest Bond shall be lettered and numbered separately from A-1 upward. The Series 2017 Current Interest Bonds registered by the Comptroller of Public Accounts of the State of Texas (the "Initial Series 2017 Current Interest Bonds"), if any, shall be lettered and numbered separately from AT-1 upward.

(c) Unless the Authority shall direct otherwise, each Series 2017 Capital Appreciation Bond shall be lettered and numbered separately from CAB-1 upward. The Series 2017 Capital Appreciation Bond registered by the Comptroller of Public Accounts of the State of Texas (the "Initial Series 2017 Capital Appreciation Bond"), if any, shall be numbered ATCAB-1.

(d) Unless the Authority shall direct otherwise, each Series 2017 Convertible Capital Appreciation Bond shall be lettered and numbered separately from CCAB-1 upward. The Series 2017 Convertible Capital Appreciation Bond registered by the Comptroller of Public Accounts of the State of Texas (the "Initial Series 2017 Convertible Capital Appreciation Bond"), if any, shall be numbered ATCCAB-1.

Section 2.5. Interest Payment Dates, Interest Rates and Maturity Dates of the Series 2017 Bonds.

(a) The Series 2017 Current Interest Bonds shall bear interest from the later of the Issuance Date or the most recent Interest Payment Date to which interest has been paid or provided

for until the principal of such Series 2017 Current Interest Bonds has been paid or provided for either at Stated Maturity or the prior redemption thereof. Interest on the Series 2017 Current Interest Bonds shall be calculated on the basis of a 360-day year composed of twelve 30-day months and shall be payable on each Interest Payment Date.

(b) The Series 2017 Current Interest Bonds shall mature on December 1 in the years, in the respective principal amounts and shall bear interest at the per annum rates set forth in the Award Certificate.

(c) Interest on each Series 2017 Capital Appreciation Bond shall accrete on the original principal amount thereof, plus premium, if any, paid therefor, from the Issuance Date to Stated Maturity at the rate per annum for each respective maturity specified in the Award Certificate compounded on each Compounding Date and payable as a portion of the Maturity Amount at Stated Maturity. A Table of Compounded Amounts for the Series 2017 Capital Appreciation Bonds shall be attached to the Award Certificate for such Series 2017 Capital Appreciation Bonds. Interest on each Series 2017 Capital Appreciation Bond shall be computed on the basis of a 360-day year of twelve 30-day months (subject to rounding to the Compounded Amount). The Series 2017 Capital Appreciation Bonds shall mature on December 1 in the years and in the Maturity Amounts, and shall bear interest at the rate per annum which produces the approximate yield to Stated Maturity, all as set forth in the Award Certificate. Interest on each Series 2017 Capital Appreciation Bond shall accrete on the original principal amount thereof, plus premium, if any, paid therefor, from the Issuance Date to Stated Maturity at the rate per annum for each respective maturity specified in the Award Certificate compounded on each Compounding Date and payable as a portion of the Maturity Amount at Stated Maturity. A Table of Compounded Amounts for the Series 2017 Capital Appreciation Bonds shall be attached to the Award Certificate for such Series 2017 Capital Appreciation Bonds. Interest on each Series 2017 Capital Appreciation Bond shall be computed on the basis of a 360-day year of twelve 30-day months (subject to rounding to the Compounded Amount). The Series 2017 Capital Appreciation Bonds shall mature on December 1 in the years and in the Maturity Amounts, and shall bear interest at the rate per annum which produces the approximate yield to Stated Maturity, all as set forth in the Award Certificate.

(d) Interest on each Series 2017 Convertible Capital Appreciation Bond shall accrete on the original principal amount thereof, plus premium, if any, paid therefor, from the Issuance Date to the Conversion Date at the rate per annum for each respective maturity specified in the Award Certificate compounded on each Compounding Date and payable as a portion of the Maturity Amount at Stated Maturity. A Table of Compounded Amounts for the Series 2017 Convertible Capital Appreciation Bonds shall be attached to the Award Certificate for such Series 2017 Convertible Capital Appreciation Bonds. On the Conversion Date, the Compounded Amount of each Series 2017 Convertible Capital Appreciation Bonds shall equal the Maturity Amount thereof. Following the Conversion Date, interest shall accrue on the Maturity Amount of each Series 2017 Convertible Capital Appreciation Bond from the later of the Conversion Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the schedule set forth below until maturity or prior redemption. Following the Conversion Date, interest on each Series 2017 Convertible Capital Appreciation Bond shall be payable on each Interest Payment Date, computed on the basis of a 360-day year of twelve 30-day months. The Series 2017 Convertible Capital Appreciation Bonds shall mature and become payable on the dates and in the respective Maturity Amounts as set forth

in the Award Certificate, subject to prior redemption in accordance with Section 2.8 of this Supplemental Indenture and Article IV of the Master Indenture.

Section 2.6. Paying Agent; Method and Place of Payment.

- (a) The Trustee is hereby appointed as Paying Agent for the Series 2017 Bonds.
- (b) The principal of the Series 2017 Current Interest Bonds, the Maturity Amount of the Series 2017 Capital Appreciation Bonds, and Maturity Amount of the Series 2017 Convertible Capital Appreciation Bonds shall be payable on the due date thereof (whether at Stated Maturity or, if applicable, prior redemption date) upon the presentation and surrender thereof at the Designated Payment/Transfer Office.
- (c) Interest payable on each Series 2017 Current Interest Bond and the Series 2017 Convertible Capital Appreciation Bonds (following the Conversion Date) shall be paid by check dated as of the Interest Payment Date and mailed by the Trustee to the Holder in whose name such Series 2017 Current Interest Bond and Series 2017 Convertible Capital Appreciation Bond is registered at the close of business on the Record Date, by mail, first class postage prepaid, to the address of the Holder as it appears in the registration books kept by the Trustee, or such other customary banking arrangements acceptable to the Trustee and the Person to whom interest is to be paid; provided, however, that such Person shall bear all risk and expenses of such other customary banking arrangements. In the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the Authority. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder of a Series 2017 Current Interest Bond and the Series 2017 Convertible Capital Appreciation Bond appearing on the books of the Trustee at the close business on the last Business Day preceding the date of mailing of such notice.

Section 2.7. Securities Depository; Book-Entry-Only System.

- (a) Pursuant to Section 9.13 of the Master Indenture, the Authority hereby appoints The Depository Trust Company ("DTC") as Securities Depository for the Series 2017 Bonds. In accordance with the Letter of Representations, the Authority shall cause the Series 2017 Bonds to be registered in the name of Cede & Co., as nominee for DTC, and to be delivered by the Underwriters to DTC on the Issuance Date.

- (b) With respect to 2017 Bonds registered in the registration books maintained by the Trustee in the name of Cede & Co., or a nominee of any successor Securities Depository, pursuant to Section 9.13 of the Master Indenture, the Authority and the Trustee shall have no responsibility or obligation to any Depository Participant or to any Person on behalf of whom such Depository Participant holds an interest in Series 2017 Bonds. The Authority and the Trustee may treat and consider the Holder of any Series 2017 Bond as the absolute owner of such Series 2017 Bond for the purpose of payment of the principal of, premium, if any, and interest on such Series 2017 Bond,

for the purpose of giving notices of redemption and other matters with respect to such Series 2017 Bond, for the purpose of registering transfers and exchanges with respect to such Series 2017 Bond, and for all other purposes whatsoever. The Trustee shall pay the principal of, premium, if any, and interest on the Series 2017 Bonds only to or upon the order of the respective Holders of the Series 2017 Bonds and all such payments shall be valid and effective with respect to such payments to the extent of the sum or sums so paid. The Authority and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, any successor Securities Depository or any Depository Participant with respect to any ownership interest in Series 2017 Bonds, (ii) the delivery to any Depository Participant or any other Person, other than a Holder of a Series 2017 Bond as shown in the registration books for Obligations required to be kept and maintained pursuant to the Master Indenture, of any notice with respect to the Series 2017 Bonds, including any notice of redemption, or (iii) the payment to any Depository Participant or any other Person, other than a Holder of a Series 2017 Bond, of any amount with respect to any Series 2017 Bond. The rights of Depository Participants and Persons on behalf of whom any Depository Participant holds a beneficial interest in Series 2017 Bonds shall be limited to those established by law and agreements between such Depository Participants and other Persons and the applicable Securities Depository.

(c) In the event that either (i) the Securities Depository that is, directly or through a nominee, the Holder of all of the Outstanding 2017 Bonds notifies the Trustee and the Authority that it is no longer willing or able to discharge its responsibilities as a Securities Depository or (ii) the Authority determines that continuance of the existing book-entry-only System for ownership of interests in the Series 2017 Bonds is not in the best interest of such owners of beneficial interests in the Series 2017 Bonds, then the Authority shall direct the Securities Depository to terminate the existing book-entry-only system for ownership of interests in the Series 2017 Bonds. Upon such termination, the Authority shall promptly select a substitute Securities Depository (and shall notify the Trustee in writing of such selection) to provide a system of book-entry ownership of beneficial interests in the Series 2017 Bonds, if one is available satisfactory to the Authority, and the ownership of all 2017 Bonds shall be transferred on the registration books for the Series 2017 Bonds to such successor Securities Depository, or its nominee. In the alternative, the Authority may direct the Trustee to, and if the Authority fails to promptly designate a successor Securities Depository the Trustee, without further direction, shall, notify the Depository Participants, through the Securities Depository for the Series 2017 Bonds, of the availability of 2017 Bonds registered in the names of such Persons as are owners of beneficial interests in the Series 2017 Bonds and, upon surrender to the Trustee of the Outstanding 2017 Bonds held by the Securities Depository, accompanied by registration instructions from the Securities Depository, the Trustee shall, at the expense of the transferees, cause to be printed and authenticated 2017 Bonds, in Authorized Denominations, to the owners of beneficial interests in the Series 2017 Bonds as of the date of the termination of the existing book-entry ownership system for the Series 2017 Bonds. Neither the Authority nor the Trustee shall be liable for any delay in delivery of such instructions and may conclusively rely on, and shall be protected in relying upon, such instructions. So long as the Authority has designated a Securities Depository to provide a system of book-entry ownership of the Series 2017 Bonds, all of the Series 2017 Bonds must be held under such book-entry-only system.

(d) Notwithstanding any other provisions in Article II hereof, the Authority and the Trustee may, but shall not be required to, enter into separate agreements with one or more

Securities Depositories which may provide for alternative or additional provisions with respect to the delivery of notices, payment of interest and/or principal, or any other matters.

Section 2.8. Redemption Prices and Terms. The Series 2017 Bonds shall be subject to redemption prior to Stated Maturity only as provided in the Award Certificate for the Series 2017 Bonds and in this Supplemental Indenture.

Section 2.9. Notice of Redemption.

(a) Unless otherwise specified herein or in the Award Certificate, the terms and provisions of Article IV of the Master Indenture relating to the selection of Obligations for redemption and the giving of notice therefor shall apply to the Series 2017 Bonds. In addition, if the Series 2017 Bonds are registered in the name of the nominee of the Securities Depository, the Trustee shall deliver notice of such redemption to the Securities Depository at the times and in the manner required by the operational procedures of such Securities Depository in order to timely effect the redemption of such Series 2017 Bonds.

(b) Any notice mailed or transmitted as provided in this Section shall be conclusively presumed to have been duly given, whether or not the registered owner of such Series 2017 Bonds receives the notice.

ARTICLE III.

ACCOUNTS; APPLICATION OF PROCEEDS

Section 3.1. Establishment of Senior Lien Project Account.

(a) Pursuant to the provisions of Section 5.4(c) of the Master Indenture, there is hereby established within the Construction Fund the “Senior Lien Project Account.”

(b) All amounts on deposit in the Senior Lien Project Account shall be applied to the payment of the Costs of the design, acquisition and construction of toll road improvements, including the acquisition of right-of-way, of the Senior Lien Project, including, without limitation, in accordance with and subject to the provisions of Section 5.19 of the Master Indenture and this First Supplemental Indenture.

Section 3.2. Senior Lien Project Subaccount.

(a) There is hereby established within the Senior Lien Project Account a subaccount designated “Senior Lien Project Subaccount” (“Senior Lien Project Subaccount”).

(b) On the Issuance Date, a portion of the proceeds of the Series 2017 Bonds shall be deposited to the Senior Lien Project Subaccount, as directed in a Letter of Instructions of the Authority.

(c) Amounts on deposit in the Senior Lien Project Subaccount (other than amounts on deposit in the Senior Lien Capitalized Interest Project Subaccount) shall be used for the purpose of paying a portion of the Costs of the design, acquisition and construction of toll road

improvements, including the acquisition of right-of-way, of the Senior Lien Project, in accordance with and subject to the provisions of Section 5.19 of the Master Indenture and this First Supplemental Indenture.

(d) The Authority shall submit written requisition requests in the form of Exhibit D to this Supplemental Indenture to request disbursements from the Senior Lien Project Subaccount in accordance with Section 5.19 of the Master Indenture.

Section 3.3. Reserved.

Section 3.4. Senior Lien Debt Service Account.

(a) There is hereby established within the Senior Lien Debt Service Fund an account designated “Senior Lien Debt Service Account” (“Senior Lien Debt Service Account”). Moneys on deposit in the Senior Lien Debt Service Account shall be used to pay debt service on the Series 2017 Bonds when due.

(b) There is hereby established within the Senior Lien Debt Service Account a subaccount designated “Senior Lien Capitalized Interest Debt Service Subaccount” (“Senior Lien Capitalized Interest Debt Service Subaccount”). Amounts on deposit in the Senior Lien Capitalized Interest Debt Service Subaccount shall be used to pay interest on the Series 2017 Bonds during the applicable Capitalized Interest Period.

(c) On or prior to each Interest Payment Date with respect to the Series 2017 Bonds, the Trustee shall deposit to the Senior Lien Debt Service Account from the Revenue Fund in accordance with Section 5.5 of the Master Indenture, after giving effect to the any amounts on deposit in the Senior Lien Capitalized Interest Debt Service Subaccount, an amount sufficient to pay debt service then due on the Series 2017 Bonds.

Section 3.5. Senior Lien Bond Proceeds Clearance Fund; Senior Lien Costs of Issuance Fund; Initial Deposits.

(a) The Trustee is hereby authorized and directed to establish a special temporary Fund designated “Senior Lien Bonds Proceeds Clearance Fund” (the “Senior Lien Bond Proceeds Clearance Fund”). On the Issuance Date, the proceeds from the sale of the Series 2017 Bonds shall be deposited to the Senior Lien Bond Proceeds Clearance Fund and shall be applied and disbursed as set forth in a Letter of Instructions signed by an Authorized Representative. The Trustee shall create within the Senior Lien Bond Proceeds Clearance Fund such accounts as shall be authorized in a Letter of Instructions signed by an Authorized Representative and deposit the proceeds of the Series 2017 Bonds as shall be directed in such Letter of Instructions. The Senior Lien Bond Proceeds Clearance Fund shall be closed upon disbursement of all amounts deposited thereto.

(b) There is hereby established with the Trustee the “Senior Lien Costs of Issuance Fund” (“Senior Lien Costs of Issuance Fund”), relating to the Series 2017 Bonds. There shall be deposited to the Senior Lien Costs of Issuance Fund from the proceeds of the Series 2017 Bonds deposited to the Senior Lien Bond Proceeds Clearance Fund, together with other lawfully available funds of the Authority, if any, the amounts set forth in a Letter of Instructions from the Authority.

Such amounts shall be disbursed as set forth in a Letter of Instructions from the Authority. Amounts remaining in the Senior Lien Costs of Issuance Fund on the date which is 90 days after the Issuance Date of the Series 2017 Bonds shall be transferred to the Senior Lien Debt Service Account. Following such transfer, the Senior Lien Costs of Issuance Fund shall be closed.

Section 3.6. Senior Lien Debt Service Reserve Requirement. The Senior Lien Debt Service Reserve Requirement is hereby established with respect to the Series 2017 Bonds as if set forth in full in this Supplemental Indenture and the Master Indenture.

Section 3.7. Establishment and Operation of Accounts in the Senior Lien Debt Service Reserve Fund.

(a) Establishment of Accounts. Pursuant to the provisions of Section 5.4(c) of the Master Indenture, there is hereby established within the Senior Lien Debt Service Reserve Fund the “Series 2017 Senior Lien Bonds Funded Account.” The Authority further reserves the right to establish additional Accounts and subaccounts in the Senior Lien Debt Service Reserve Fund or in the Accounts established herein as may be necessary or desirable for the maintenance and operation thereof.

(b) Operation of Accounts.

(i) *Series 2017 Senior Lien Bonds Funded Account* – The Series 2017 Senior Lien Bonds Funded Account shall be held separate and apart from all other funds in the Senior Lien Debt Service Reserve Fund. The Series 2017 Senior Lien Bonds Funded Account shall be funded as follows:

(A) Upon the execution and delivery of this Supplemental Indenture, any amounts required to be deposited therein pursuant to a Letter of Instructions relating to the Series 2017 Bonds, shall be transferred and deposited into the Series 2017 Senior Lien Bonds Funded Account. Amounts on deposit in the Series 2017 Senior Lien Bonds Funded Account shall be held for the benefit of the Holders of the Series 2017 Bonds. Amounts on deposit in the Series 2017 Senior Lien Bonds Funded Account shall be applied by the Trustee for the purposes provided in Section 5.9 of the Master Indenture and in the amounts and in the order of priority set forth in Subsection (b)(ii) below.

(B) As provided in Section 5.9 of the Master Indenture, if at any time, the moneys, investments and principal amount of any Senior Lien DSRF Security held in the Series 2017 Senior Lien Bonds Funded Account (based on the last valuation made pursuant to Section 6.2 of the Master Indenture relating to the Series 2017 Bonds) are less than the Senior Lien Debt Service Reserve Fund Requirement relating to the Series 2017 Senior Bonds, the Trustee shall make the monthly deposits required in Section 5.5 of the Master Indenture into the Series 2017 Senior Lien Bonds Funded Account, in equal monthly installments, in such amount as will restore the balance of the Series 2017 Senior Lien Bonds Funded Account to the Senior Lien Debt Service Reserve Fund Requirement for the Series 2017 Bonds within eighteen (18) months of the occurrence of any such deficiency. Amounts on

deposit in the Series 2017 Senior Lien Bonds Funded Account shall be held for the benefit of the Holders of the Series 2017 Bonds and shall be applied by the Trustee for the purposes provided in Section 5.9 of the Master Indenture and in the amounts and in the order of priority set forth in Subsection (b)(ii) below.

(ii) *Application of Funds* – If on any Interest Payment Date on the Series 2017 Bonds, after giving effect to all transfers pursuant to Section 5.5 of the Master Indenture and after making all required transfers from other Funds, the amount in the Senior Lien Debt Service Account shall be less than the amount required to pay the interest on Series 2017 Bonds due and payable on such date, the amount required to pay the principal amount or Maturity Amount, as applicable, of the Series 2017 Bonds maturing on such date or the redemption price of Series 2017 Bonds becoming subject to scheduled mandatory redemption on such date, then the Trustee shall apply amounts from the Series 2017 Senior Lien Bonds Funded Account to the extent necessary to eliminate such deficiency.

(c) General. The Authority reserves the right in connection with the issuance of any Additional Senior Lien Obligations (i) to establish one or more separate Accounts in the Senior Lien Debt Service Reserve Fund or one or more subaccounts within any Account in the Senior Lien Debt Service Reserve Fund relating to such Additional Senior Lien Obligations or (ii) to provide that the Senior Lien Debt Service Reserve Fund Requirement relating to such Additional Senior Lien Bonds will be funded from the Revenue Fund in accordance with the provisions of Section 5.5 of the Master Indenture and the provisions of the Supplemental Indenture relating thereto.

ARTICLE IV.

FORMS OF BONDS

Section 4.1. Form of Series 2017 Bonds.

(a) The form of the Series 2017 Bonds, including any Series 2017 Bonds issued in exchange or replacement for any other Series 2017 Bond or portion thereof, including the form of the Trustee's Authentication Certificate, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas with respect to Initial Series 2017 Bonds and the Form of Assignment, shall be substantially as set forth in Exhibit A hereto, with such omissions, insertions, and variations as permitted or required by the Master Indenture, this Supplemental Indenture and the Award Certificate.

(b) Each Series 2017 Capital Appreciation Bond, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas and the Certificate of Authentication of the Trustee shall be in substantially the form and tenor of Exhibit B attached hereto, with such omissions, insertions, and variations as permitted or required by the Master Indenture or this Supplemental Indenture.

(c) Each Series 2017 Convertible Capital Appreciation Bond, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas and the Certificate of Authentication of the Trustee shall be in substantially the form and tenor of Exhibit C attached

hereto, with such omissions, insertions, and variations as permitted or required by the Master Indenture or this Supplemental Indenture.

Section 4.2. Initial Series 2017 Bonds. The Award Certificate may provide for the use of Initial Series 2017 Bonds, as described in Section 2.4, representing the entire principal amount of Series 2017 Current Interest Bonds, the Maturity Amount of Series 2017 Capital Appreciation Bonds, or the Maturity Amount of Series 2017 Convertible Capital Appreciation Bonds, payable in stated installments to the order of the representative of the Underwriters or its designee, executed by the manual or facsimile signature of the Chairman of the Board of Directors of the Authority and attested by manual or facsimile signature of the Secretary of the Board of Directors of the Authority, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas.

Section 4.3. Additional Provisions Regarding Bonds.

(a) The Series 2017 Bonds may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of bond counsel) thereon as, consistent herewith, may be determined by the officers executing the Series 2017 Bonds, as evidenced by their execution thereof.

(b) The definitive Series 2017 Bonds shall be typewritten, printed, lithographed, or engraved and may be produced by any combination of such methods or produced in any other similar manner, all as determined by the officers executing such 2017 Bonds, as evidenced by their execution thereof.

(c) The Initial Series 2017 Bonds submitted to the Attorney General of the State of Texas may be typewritten or photocopied or otherwise produced or reproduced.

ARTICLE V.

TAX MATTERS; REBATE

Section 5.1. Federal Income Tax Exclusion.

(a) General. The Authority intends that the interest on the Series 2017 Bonds be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Code and the applicable Regulations. The Authority covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Series 2017 Bonds to be includable in gross income, as defined in section 61 of the Code, for federal income tax purposes or (ii) result in the violation of or failure to satisfy any provision of section 103 and 141 through 150 of the Code and the applicable Regulations. In particular, the Authority covenants and agrees to comply with each requirement of this Section 5.1; provided, however, that the Authority shall not be required to comply with any particular requirement of this Section 5.1 if the Authority has received a Counsel's Opinion that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2017 Bonds or (ii) that compliance

with some other requirement set forth in this Section 5.1 will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Section 5.1.

(b) No Private Use or Payment and No Private Loan Financing. The Authority covenants and agrees that it will make such use of the proceeds of the Series 2017 Bonds including interest or other investment income derived from Series 2017 Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Series 2017 Bonds will not be "private activity bonds" within the meaning of section 141 of the Code and the Regulations promulgated thereunder. Moreover, the Authority will certify, through an Authorized Representative, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Series 2017 Bonds are delivered, the proceeds of the Series 2017 Bonds will not be used in a manner that would cause the Series 2017 Bonds to be "private activity bonds" within the meaning of section 141 of the Code and the Regulations promulgated thereunder.

(c) No Federal Guarantee. The Authority covenants and agrees not to take any action, or knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Series 2017 Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code and the Regulations promulgated thereunder, except as permitted by section 149(b)(3) of the Code and such Regulations.

(d) No Hedge Bonds. The Authority covenants and agrees not to take any action or knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Series 2017 Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code and the Regulations promulgated thereunder.

(e) No Arbitrage. The Authority covenants and agrees that it will make such use of the proceeds of the Series 2017 Bonds including interest or other investment income derived from Series 2017 Bond proceeds, regulate investments of proceeds of the Series 2017 Bonds, and take such other and further action as may be required so that the Series 2017 Bonds will not be "arbitrage bonds" within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder. Moreover, the Authority will certify, through an Authorized Representative, employee or agent that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Series 2017 Bonds are delivered, the Authority will reasonably expect that the proceeds of the Series 2017 Bonds will not be used in a manner that would cause the Series 2017 Bonds to be "arbitrage bonds" within the meaning of section 148(a) of the Code and the applicable Regulations.

(f) Arbitrage Rebate. If the Authority does not qualify for an exception to the requirements of section 148(f) of the Code relating to the required rebate to the United States, the Authority will take all necessary steps to comply with the requirement that certain amounts earned by the Authority on the investment of the "gross proceeds" of the Series 2017 Bonds (within the meaning of section 148(f)(6)(B) of the Code) be rebated to the federal government. Specifically, the Authority will (i) maintain records regarding the investment of the gross proceeds of the Series 2017 Bonds as may be required to calculate the amount earned on the investment of the gross

proceeds of the Series 2017 Bonds separately from records of amounts on deposit in the funds and accounts of the Authority allocable to other bond issues of the Authority or moneys that do not represent gross proceeds of any bonds of the Authority, (ii) determine at such times as are required by applicable Regulations, the amount earned from the investment of the gross proceeds of the Series 2017 Bonds that is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Series 2017 Bonds or on such other dates as may be permitted under applicable Regulations, all amounts required to be rebated to the federal government. Further, the Authority will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Series 2017 Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The Authority covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Series 2017 Bonds are issued, an information statement concerning the Series 2017 Bonds, all under and in accordance with section 149(e) of the Code and the applicable Regulations.

(h) Registration. The Series 2017 Bonds will be issued in registered form.

(i) Record Retention. The Authority will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Series 2017 Bonds until three years after the last Series 2017 Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of the Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the Authority to retrieve and reproduce such books and records in the event of an examination of the Series 2017 Bonds by the Internal Revenue Service.

(j) Deliberate Actions. The Authority will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Series 2017 Bonds to fail to meet any requirement of section 141 of the Code after the issue date of the Series 2017 Bonds unless an appropriate remedial action is permitted by section 1.141-12 of the Regulations, the Authority takes such action, and a Counsel's Opinion is obtained that such remedial action cures any failure to meet the requirements of section 141 of the Code.

(k) Continuing Obligation. Notwithstanding any other provision of this Supplemental Indenture, the Authority's obligations under the covenants and provisions of this Section 5.1 shall survive the defeasance and discharge of the Series 2017 Bonds for as long as such matters are relevant to the exclusion from gross income of interest on the Series 2017 Bonds for federal income tax purposes.

Section 5.2. Senior Lien Rebate Account.

(a) There is hereby established within the Rebate Fund, but not as part of the Trust Estate, a special account designated “Senior Lien Rebate Account.” Amounts deposited to the Senior Lien Rebate Account shall be applied to the payment of the Rebate Amount pursuant to a Letter of Instructions from the Authority. The Senior Lien Rebate Account and amounts on deposit therein are not security for the Series 2017 Bonds and are not part of the Trust Estate.

(b) The Authority will deliver to the Trustee, within 55 days after each Computation Date:

(i) a statement, signed by an officer of the Authority, stating the Rebate Amount as of such Computation Date; and

(ii) (1) if such Computation Date is an Installment Computation Date, an amount that, together with any amount then held for the credit of the Senior Lien Rebate Account, is equal to at least ninety percent (90%) of the Rebate Amount as of such Installment Computation Date, less any “previous rebate payments” (determined in accordance with section 1.148-3(f)(1) of the Regulations), made to the United States of America or (2) if such Computation Date is the Final Computation Date, an amount that, together with any amount then held for the credit of the Senior Lien Rebate Account, is equal to the Rebate Amount as of such Final Computation Date, less any “previous rebate payments” (determined in accordance with section 1.148-3(f)(1) of the Regulations) made to the United States of America; and

(iii) an Internal Revenue Service Form 8038-T properly signed and completed as of such Computation Date.

(c) Not later than 60 days after each Computation Date, the Trustee shall withdraw from the Senior Lien Rebate Account and remit to the United States of America the Rebate Amount required to be paid on such respective dates to the United States of America in accordance with written instructions from the Authority, which shall be in compliance with sections 1.148-1 through 1.148-8 of the Regulations or any successor regulation. Each payment required to be made to the United States of America pursuant to this Section shall be submitted to the Internal Revenue Service Center, Ogden, Utah 84201-0027 or such other address as provided by law or regulation and shall be accompanied by Internal Revenue Service Form 8038-T properly completed by the Authority with respect to the Series 2017 Bonds.

(d) If the Authority discovers or is notified as of any date that any amount required to be paid to the United States of America pursuant to this Section 5.2 has not been paid as required or that any payment paid to the United States of America pursuant to this Section 5.2 will have failed to satisfy any requirement of section 148(f) of the Code or 1.148-3 of the Regulations (whether or not such failure will be due to any default by the Authority or the Trustee), the Authority will (1) deliver to the Trustee (for deposit to the Senior Lien Rebate Account) and cause the Trustee to pay to the United States of America from the Senior Lien Rebate Account (A) the Rebate Amount that the Authority failed to pay, plus any interest specified in section 1.148-3(h)(2) of the Regulations, if such correction payment is delivered to and received by the Trustee within

175 days after such discovery or notice, or (B) if such correction payment is not delivered to and received by the Trustee within 175 days after such discovery or notice, the amount determined in accordance with clause (A) of this subparagraph plus the fifty percent penalty required by section 1.148-3(h)(1) of the Regulations, and (2) deliver to the Trustee an Internal Revenue Service Form 8038-T completed as of such date. If such Rebate Amount, together with any penalty and/or interest due, is not paid to the United States of America in the amount and manner and by the time specified in the Regulations the Authority will take such steps as are necessary to prevent the Series 2017 Bonds from becoming “arbitrage bonds,” within the meaning of section 148 of the Code.

(e) The Authority will retain calculations, made in preparing the statements described in this Section 5.2, whether prepared by the Authority or the Arbitrage Analyst, for at least three years after the later of the final maturity of the Series 2017 Bonds or the first date on which no Series 2017 Bonds are outstanding.

(f) The Authority will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Series 2017 Bonds that is not purchased at fair market value or includes terms that the Authority would not have included if the Series 2017 Bonds were not subject to section 148(f) of the Code.

(g) Notwithstanding the foregoing, the Authority will not be required to perform the obligations set forth in this Section 5.2 (except for the obligation to retain accounting records as described in Section 5.2) if the Authority has not earned any rebatable arbitrage and, therefore, is not subject to the rebate obligation set forth in section 148(f) of the Code. To the extent that the Authority will not be required to perform such obligations, the Authority will send written notice to the Trustee within fifty-five (55) days after the applicable Computation Date.

ARTICLE VI.

CONTINUING DISCLOSURE

Section 6.1. Definitions. As used in this Article, the following terms have the meanings assigned to such terms below:

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2 12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

Section 6.2. Annual Reports.

(a) The Authority shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each fiscal year, financial information and operating data with respect to the Authority and the System of the general type included in the final Official Statement, being the information described in Exhibit E hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit E hereto, and (ii) audited, if the Authority commissions an audit of

such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the Authority shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable fiscal year to the MSRB. Thereafter, when and if audited financial statements become available, the Authority shall provide such audited financial statements as required to the MSRB. In addition to the annual information described above, the Authority will provide certain information on a quarterly basis, as described in Exhibit E hereto.

(b) If the Authority changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Authority otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 6.3. Event Notices.

(a) As used in this Section, the term “obligated person” shall mean any person, including the Authority, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all or part of the obligations on the Series 2017 Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities). The Authority shall provide notice of any of the following events with respect to the Series 2017 Bonds to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner and not more than 10 business days after the occurrence of the event:

- (i) principal and interest payment delinquencies;
- (ii) nonpayment related defaults, if material;
- (iii) unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) substitution of credit or liquidity providers, or their failure to perform;
- (vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2017 Bonds, or other material events affecting the tax status of the Series 2017 Bonds;
- (vii) modifications to rights of owners, if material;
- (viii) bond calls, if material and tender offers;
- (ix) defeasances;

(x) release, substitution, or sale of property securing repayment of the Series 2017 Bonds, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership, or similar event of any obligated person, which shall occur as described below;

(xiii) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) appointment of a successor or additional Trustee or the change of name of a Trustee, if material.

For these purposes, any event described in the immediately preceding clause (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for an obligated person in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

The Authority shall notify the MSRB, in a timely manner, of any failure by the Authority to provide financial information or operating data in accordance with Section 6.2 of this Supplemental Indenture by the time required by such Section.

All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Section 6.4. Limitations, Disclaimers and Amendments. The Authority shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the Authority remains an “obligated person” with respect to the Series 2017 Bonds within the meaning of the Rule, except that the Authority in any event will give notice of any deposit of funds that causes Series 2017 Bonds no longer to be Outstanding.

(a) The provisions of this Article are for the sole benefit of the Holders and beneficial owners of the Series 2017 Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Authority undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Authority’s financial results, condition, or prospects or hereby

undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The Authority does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Series 2017 Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE AUTHORITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY SERIES 2017 BONDS OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE AUTHORITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(b) No default by the Authority in observing or performing its obligations under this Article shall comprise a breach of or default under the Indenture for purposes of any other provisions of this Supplemental Indenture.

(c) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the Authority under federal and state securities laws.

(d) The provisions of this Article may be amended by the Authority from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature or status of the Authority, or type of business or operations conducted by the Authority, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Series 2017 Bonds in the primary offering of the Series 2017 Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Supplemental Indenture that authorizes such an amendment) of the Outstanding Series 2017 Bonds consent to such amendment or (b) a person that is unaffiliated with the Authority (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Series 2017 Bonds. If the Authority so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 6.2 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE VII.

OTHER MATTERS

Section 7.1. Execution in Several Counterparts. This Supplemental Indenture may be simultaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

Section 7.2. Designation as System Project. The Senior Lien Project, together with all design, acquisition, construction, improvements and extensions thereto constructed with the proceeds of the Series 2017 Bonds, is hereby declared to be a Project under the Master Indenture.

[Execution Pages Follow]

IN WITNESS WHEREOF, the Authority and the Trustee have caused this Supplemental Indenture to be signed and attested on their behalf by their duly authorized representatives, all as of the date first hereinabove written.

HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY

By _____
Chairman

Attest:

Secretary

WILMINGTON TRUST, NATIONAL
ASSOCIATION, Trustee

By _____
Authorized Representative

EXHIBIT A

I. FORM OF SERIES 2017 CURRENT INTEREST BOND

UNITED STATES OF AMERICA
STATE OF TEXAS

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
SENIOR LIEN REVENUE BOND,
SERIES 2017**

CURRENT INTEREST BOND

REGISTERED

REGISTERED

No. _____

\$ _____

INTEREST RATE	STATED MATURITY DATE	ISSUANCE DATE	CUSIP NO.
_____	_____	_____, 2017	_____

The HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (herein called the "Authority"), a body politic and corporate and a public and a political subdivision of the State of Texas, organized and existing under and by virtue of the laws of the State of Texas, FOR VALUE RECEIVED, hereby promises to pay to

or registered assigns, but solely from the sources and in the manner hereinafter provided, on the Stated Maturity Date specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Issuance Date or the most recent interest payment date to which interest has been paid or provided for, at the interest rate per annum set forth above, calculated on the basis of a 360-day year composed of twelve 30-day months, such interest to be paid semiannually on each December 1 and June 1 commencing _____ 1, 2017, until this Bond shall be paid or provided for. Payment of principal of and interest on this Bond shall be made in lawful currency of the United States of America.

Capitalized terms appearing herein and not otherwise defined have the meanings assigned to them in the Master Indenture, the First Supplemental Indenture and the Award Certificate, as each such term is defined below.

The principal of this Bond shall be payable without exchange or collection charges upon presentation and surrender of this Bond, at the designated payment/transfer office of Wilmington Trust, National Association, as trustee and paying agent (such bank and any successor in such capacity being referred to as the “Trustee”), in Dallas, Texas, or at such other location as may be designated by the Trustee (the “Designated Payment/Transfer Office”), or, with respect to a successor trustee, at the Designated Payment/Transfer Office of such successor. Interest on this Bond shall be paid by check dated as of the interest payment date and mailed to the person in whose name such Bond is registered on the 15th day of the month (whether or not a business day) immediately preceding the applicable interest payment date (the “Record Date”), at the address of such Person as shown on the registration books for the Bonds kept by the Trustee, or such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the person to whom interest is to be paid; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Trustee, if and when funds for the payment of such interest have been received from the Authority. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “Special Payment Date,” which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of the Holder of this Bond appearing on the books of the Trustee at the close business on the last business day preceding the date of mailing of such notice.

If a date for the payment of principal of or interest on this Bond is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Authority or the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding business day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This is one of the Obligations of the Authority designated “Senior Lien Revenue Bonds, Series 2017” (the “Series 2017 Senior Lien Bonds” or the “Bonds”), dated _____ 1, 2017, issued in the aggregate principal amount of \$_____ under and pursuant to and in accordance with the provisions of Chapter 370, Texas Transportation Code, as such may be amended from time to time (together with the laws of the State of Texas applicable to the Authority, collectively, the “Act”), and under and pursuant to a Master Trust Indenture (the “Master Indenture”), dated as of December 1, 2016, as supplemented by the Second Supplemental Trust Indenture (the “Second Supplemental Indenture”), dated as of December 1, 2016, and the First Supplemental Trust Indenture (the “First Supplemental Indenture” and, together with the Second Supplemental Indenture and the Master Indenture, the “Indenture”), dated as of _____ 1, 2017, and each between the Trustee and the Authority, and the Award Certificate dated as of _____, 2017 (the “Award Certificate”), executed by an Authorized Representative of the Authority. The Bonds are dated _____ 1, 2017, and are issued in the aggregate principal amount of \$_____, as (i) “Series 2017 Current Interest Bonds,” which total \$_____ in principal amount and pay interest at stated intervals to the Holders thereof, (ii) “Series 2017 Capital Appreciation Bonds,” which total \$_____ in original principal amount and accrete interest from the Issuance Date, compounded semiannually on each December 1 and June 1, commencing June 1, 2018, payable at the Stated Maturity thereof, and (iii) “Series 2017 Convertible Capital Appreciation Bonds,” which total \$_____ in original principal amount and accrete interest from the Issuance Date to the Conversion Date at

the rate per annum for each respective maturity specified in the Award Certificate compounded on each Compounding Date and payable as a portion of the Maturity Amount at Stated Maturity thereof. This Bond is a Series 2017 Current Interest Bond payable as to principal and interest as herein provided. As provided in the Indenture, Obligations may be issued from time to time pursuant to a supplemental indenture, in one or more series, in various principal amounts, maturing at different times, bearing interest at different rates and subject to the provisions thereof, may otherwise vary.

The Bonds are limited obligations of the Authority constituting Senior Lien Obligations payable from and secured solely by a first lien on, pledge of and security interest in the Trust Estate. The Bonds, as Senior Lien Obligations, constitute a valid claim of the Holder thereof against the Trust Estate, which is pledged to secure the payment of the principal of, redemption premium, if any, and interest on the Bonds. The Bonds shall not constitute a general obligation of the Authority and under no circumstances shall the Bonds be payable from, nor shall the Holder thereof have any rightful claim to, any income, revenues, funds or assets of the Authority other than those pledged under the Indenture as security for the payment of the Senior Lien Obligations.

NONE OF THE STATE OF TEXAS, HIDALGO COUNTY, TEXAS OR ANY OTHER AGENCY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OTHER THAN THE AUTHORITY IS OBLIGATED TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS BOND. THIS BOND IS PAYABLE SOLELY FROM THE TRUST ESTATE AND CERTAIN FUNDS CREATED UNDER THE INDENTURE. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, HIDALGO COUNTY, TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS BOND. THE AUTHORITY HAS NO TAXING POWER.

NO RE COURSE UNDER THIS BOND SHALL BE HAD AGAINST ANY PAST, PRESENT OR FUTURE OFFICER OF THE AUTHORITY. THIS BOND SHALL NEVER BE PAID IN WHOLE OR IN PART OUT OF ANY FUNDS RAISED OR TO BE RAISED BY TAXATION OR OUT OF ANY OTHER REVENUES OF THE AUTHORITY EXCEPT THOSE REVENUES ASSIGNED BY THE INDENTURE.

The Bonds are being issued pursuant to the Indenture to provide funds to (i) to pay a portion of the Costs of design, acquisition and construction of toll road improvements, including the acquisition of right-of-way, of the Senior Lien Project; (ii) pay capitalized interest on the Bonds; (iii) make a deposit to the Senior Lien Debt Service Reserve Fund; and (iv) pay certain costs of issuance for the Bonds. Copies of the Indenture and the Award Certificate are on file at the office of the Authority and at the Designated Payment/Transfer Office and reference to the Award Certificate and the Indenture and any and all supplements thereto and modifications and amendments thereof and to the Act is made for a description of the pledges, assignments in trust, and covenants securing the Bonds; the nature, extent, and manner of enforcement of such pledges, assignments in trust, and covenants; the rights and remedies of the Holders of the Bonds with respect thereto; the terms and conditions upon which the Bonds are issued and may be issued thereunder; and other matters, to all of which the owner of this Bond assents by the acceptance of this Bond. To the extent of any conflict between the terms and provisions of this Bond and the Indenture, the terms and provisions of the Indenture shall govern and control.

The Authority reserves the right in the Indenture to issue other Obligations of the Authority for other projects and further reserves the right to issue Obligations that are payable from and secured by the Trust Estate that are on a parity with or junior and subordinate to the Bonds, all as provided in the Indenture.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute any action with respect to any Event of Default, or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

This Bond is transferable, as provided in the Indenture, only upon the books of the Authority kept for that purpose at the Designated Payment/Transfer Office of the Trustee, by the registered owner hereof in person, or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon, a new Bond or Bonds in the same aggregate principal amount shall be issued to the transferee in exchange herefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Authority and the Trustee may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal, redemption price or purchase price hereof and interest due hereon and for all other purposes.

The Bonds are issuable only in fully registered form, without coupons, in principal denominations of \$5,000 or any integral multiple thereof.

The Series 2017 Current Interest Bonds are subject to redemption prior to stated maturity as set forth in the First Supplemental Indenture and the Award Certificate.

It is hereby certified and recited that all conditions, acts, and things required by law and the Indenture to exist, to have happened, and to have been performed precedent to and in the issuance of this Bond, exist, have happened, and have been performed and that the issuance of this Bond and the series of Bonds of which it is a part are duly authorized by the laws of the State of Texas.

This Bond shall not be entitled to any benefit under the Indenture or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the execution by the Trustee of the Trustee's Certificate or, in lieu thereof, the execution by the Comptroller of Public Accounts of the State of Texas of the Comptroller's Registration Certificate hereon.

IN WITNESS WHEREOF, the HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its duly authorized representative, and its corporate seal to be affixed hereto, and attested by the manual or facsimile signature of its Secretary.

HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY

By _____
Chairman

Attest:

Secretary

(SEAL)

Exhibit A-5

#5537311.4

*[FORM OF COMPTROLLER'S REGISTRATION
CERTIFICATE TO APPEAR ON INITIAL SERIES 2017 CURRENT INTEREST BOND ONLY]*

STATE COMPTROLLER'S REGISTRATION CERTIFICATE

OFFICE OF COMPTROLLER

Register No. _____

STATE OF TEXAS

I HEREBY CERTIFY that there is on file and of record in my office a certificate of the Attorney General of the State of Texas approving this Bond and certifying that this Bond and the proceedings for the issuance thereof have been examined by him as required by law, and that he finds that this Bond has been issued in accordance with law and that it is a valid and binding limited obligation of the Hidalgo county Regional Mobility Authority, payable from the revenues and other funds pledged to its payment by and in the proceedings authorizing the same, and I do further certify that this Bond has this day been registered by me as Comptroller.

WITNESS MY HAND AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

*[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION
TO APPEAR ON EACH BOND OTHER THAN INITIAL SERIES 2017 CURRENT INTEREST
BOND]*

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is to certify that the initial Bonds of this Series were approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this Bond is one of the Bonds delivered pursuant to the within-mentioned Indenture.

Date of Authentication:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, Trustee

By

Authorized Representative

*[FORM OF ASSIGNMENT
TO APPEAR ON EACH 2017 CURRENT INTEREST BOND]*

ASSIGNMENT

For value received, the undersigned sells, assigns, and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature(s) on this assignment must correspond in every particular with the name(s) of the registered owner(s) appearing on the face of the within Bond.

Signature guaranteed by:

NOTICE: Signature must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Trustee, which requirements will include membership or participation in STAMP or such other signature guaranty program as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

II. Initial Series 2017 Current Interest Bond

The Initial Series 2017 Current Interest Bond shall be in substantially the same form as this Exhibit A above, except that:

(a) Immediately under the name of the Series 2017 Current Interest Bond, the headings “INTEREST RATE” and “STATED MATURITY DATE” shall both be completed with the words “As Shown Below” and the “CUSIP NO.” shall be deleted;

(b) in the first paragraph:

the words “on the Stated Maturity Date specified above, the sum of _____ DOLLARS” shall be deleted and the following will be inserted:

“on December 1 in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Installment</u>	<u>Interest Rate</u>
-------------	------------------------------	----------------------

(information to be inserted from the Award Certificate)

EXHIBIT B

I. FORM OF CAPITAL APPRECIATION BOND

UNITED STATES OF AMERICA
STATE OF TEXAS

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
SENIOR LIEN REVENUE BOND,
SERIES 2017**

CAPITAL APPRECIATION BOND

REGISTERED	REGISTERED MATURITY AMOUNT			
No. _____	\$ _____			
APPROXIMATE YIELD TO MATURITY:	ORIGINAL PRINCIPAL AMOUNT:	ISSUANCE DATE:	STATED MATURITY DATE:	CUSIP NO.:
_____ %	_____	_____	, 2017 December 1, 20_____	_____

The HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (herein called the "Authority"), a body politic and corporate and a public and a political subdivision of the State of Texas, organized and existing under and by virtue of the laws of the State of Texas, FOR VALUE RECEIVED, hereby promises to pay to

or registered assigns, but solely from the sources and in the manner hereinafter provided, on the Stated Maturity Date specified above, the Maturity Amount of this Series 2017 Bond, being the sum of

_____ DOLLARS

The Maturity Amount represents the total of the original principal amount hereof, plus the initial premium paid hereon, if any, plus interest accreted thereon to the Stated Maturity Date. Interest accretes from the Issuance Date specified above, and will compound semiannually on December 1 and June 1, commencing June 1, 2018. A table of the "Compounded Amounts" per \$5,000 Maturity Amount is printed on or attached to this Series 2017 Bond. The term "Compounded Amount," as used herein, means the original principal amount of this Bond plus the initial premium, if any, paid therefor with interest thereon accreted and compounded semiannually

to the December 1 or June 1 next preceding the date of such calculation (or, the date of calculation, if such calculation is made on December 1 or June 1) at a compounding rate which produces the approximate yield to maturity set forth above. For any date other than a December 1 or June 1, the Compounded Amount of this Bond shall be determined as the amount set forth in the Table of Compounded Amounts for the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth in the Table of Compounded Amounts for the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which determination is being made bears to the total number of days (based on 30-day months) from such last preceding Compounded Date to the next succeeding Compounding Date.

Payment of the Maturity Amount of this Bond shall be made in lawful currency of the United States of America.

Capitalized terms appearing herein that are defined terms in the Indenture defined below have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The Maturity Amount of this Bond shall be payable on the Stated Maturity Date shown above, without exchange or collection charges upon presentation and surrender of this Bond, at the designated payment/transfer office of Wilmington Trust, National Association, as trustee and paying agent (such bank and any successor in such capacity being referred to as the "Trustee"), in Dallas, Texas, or at such other location as may be designated by the Trustee (the "Designated Payment/Transfer Office"), or, with respect to a successor trustee, at the Designated Payment/Transfer Office of such successor.

If a date for the payment of the Maturity Amount of this Bond is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Authority or the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding business day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This is one of the Obligations of the Authority designated "Senior Lien Revenue Bonds, Series 2017" (the "Series 2017 Senior Lien Bonds" or the "Bonds"), dated _____ 1, 2017, issued in the aggregate principal amount of \$_____ under and pursuant to and in accordance with the provisions of Chapter 370, Texas Transportation Code, as such may be amended from time to time (together with the laws of the State of Texas applicable to the Authority, collectively, the "Act"), and under and pursuant to a Master Trust Indenture (the "Master Indenture"), dated as of December 1, 2016, as supplemented by the Second Supplemental Trust Indenture (the "Second Supplemental Indenture"), dated as of December 1, 2016, and the First Supplemental Trust Indenture (the "First Supplemental Indenture" and, together with the Second Supplemental Indenture and the Master Indenture, the "Indenture"), dated as of _____ 1, 2017, and each between the Trustee and the Authority, and the Award Certificate dated as of _____, 2017 (the "Award Certificate"), executed by an Authorized Representative of the Authority. The Bonds are dated _____ 1, 2017, and are issued in the aggregate principal amount of \$_____, as (i) "Series 2017 Current Interest Bonds," which total \$_____ in principal amount and pay interest at stated intervals to the Holders

thereof, (ii) "Series 2017 Capital Appreciation Bonds," which total \$_____ in original principal amount and accrete interest from the Issuance Date, compounded semiannually on each December 1 and June 1, commencing June 1, 2018, payable at the Stated Maturity thereof, and (iii) "Series 2017 Convertible Capital Appreciation Bonds," which total \$_____ in original principal amount and accrete interest from the Issuance Date to the Conversion Date at the rate per annum for each respective maturity specified in the Award Certificate compounded on each Compounding Date and payable as a portion of the Maturity Amount at Stated Maturity thereof. This Bond is a Series 2017 Current Interest Bond payable as to principal and interest as herein provided. As provided in the Indenture, Obligations may be issued from time to time pursuant to a supplemental indenture, in one or more series, in various principal amounts, maturing at different times, bearing interest at different rates and subject to the provisions thereof, may otherwise vary.

The Series 2017 Capital Appreciation Bonds are not subject to redemption prior to the Stated Maturity Date hereof.

As provided in the Indenture, Obligations may be issued from time to time pursuant to a supplemental indenture, in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and subject to the provisions thereof, may otherwise vary.

The Bonds are limited obligations of the Authority constituting Senior Lien Obligations payable from and secured solely by a first lien on, pledge of and security interest in the Trust Estate. The Bonds, as Senior Lien Obligations, constitute a valid claim of the Holder thereof against the Trust Estate, which is pledged to secure the payment of the principal of, redemption premium, if any, and interest on the Bonds. The Bonds shall not constitute a general obligation of the Authority and under no circumstances shall the Bonds be payable from, nor shall the Holder thereof have any rightful claim to, any income, revenues, funds or assets of the Authority other than those pledged under the Indenture as security for the payment of the Senior Lien Obligations.

NONE OF THE STATE OF TEXAS, HIDALGO COUNTY, TEXAS, NOR ANY OTHER AGENCY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OTHER THAN THE AUTHORITY IS OBLIGATED TO PAY THE MATURITY AMOUNT OF OR INTEREST ON THIS SERIES 2017 BOND. THIS SERIES 2017 BOND IS PAYABLE SOLELY FROM THE TRUST ESTATE AND CERTAIN FUNDS CREATED UNDER THE INDENTURE. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, HIDALGO COUNTY, TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE MATURITY AMOUNT OF OR INTEREST ON THIS SERIES 2017 BOND. THE AUTHORITY HAS NO TAXING POWER.

NO RE COURSE UNDER THIS SERIES 2017 BOND SHALL BE HAD AGAINST ANY PAST, PRESENT OR FUTURE OFFICER OF THE AUTHORITY. THIS SERIES 2017 BOND SHALL NEVER BE PAID IN WHOLE OR IN PART OUT OF ANY FUNDS RAISED OR TO BE RAISED BY TAXATION OR OUT OF ANY OTHER REVENUES OF THE AUTHORITY EXCEPT THOSE REVENUES ASSIGNED BY THE INDENTURE.

The Series 2017 Bonds are being issued pursuant to the Indenture to provide funds to (i) to pay a portion of the Costs of design, acquisition and construction of toll road improvements, including the acquisition of right-of-way, of the Senior Lien Project; (ii) pay capitalized interest on the Bonds; (iii) make a deposit to the Senior Lien Debt Service Reserve Fund; and (iv) pay certain costs of issuance for the Bonds. Copies of the Indenture are on file at the office of the Authority and at the Designated Payment/Transfer Office and reference to the Indenture and any and all supplements thereto and modifications and amendments thereof and to the Act is made for a description of the pledges, assignments in trust, and covenants securing the Series 2017 Bonds; the nature, extent, and manner of enforcement of such pledges, assignments in trust, and covenants; the rights and remedies of the Holders of the Series 2017 Bonds with respect thereto; the terms and conditions upon which the Series 2017 Bonds are issued and may be issued thereunder; and other matters, to all of which the owner of this Series 2017 Bond assents by the acceptance of this Series 2017 Bond.

The Authority reserves the right in the Indenture to issue other Obligations of the Authority for other projects and further reserves the right to issue Obligations that are payable from the pledges and assignments in trust pursuant to the Indenture on a parity with or subordinate to the pledge under the Indenture all as provided in the Indenture.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, or to institute any action with respect to any Event of Default, or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

This Bond is transferable, as provided in the Indenture, only upon the books of the Authority kept for that purpose at the Designated Payment/Transfer Office of the Trustee, by the registered owner hereof in person, or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon, a new Bond or Bonds in the same aggregate Maturity Amount shall be issued to the transferee in exchange herefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Authority and the Trustee may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the Maturity Amount due hereon and for all other purposes.

The Bonds are issuable only in fully registered form, without coupons, in the denomination of \$5,000 Maturity Amount or any integral multiple thereof.

It is hereby certified and recited that all conditions, acts, and things required by law and the Indentures to exist, to have happened, and to have been performed precedent to and in the issuance of this Bond, exist, have happened, and have been performed and that the issuance of this Bond and the series of Bonds of which it is a part are duly authorized by the laws of the State of Texas.

This Bond shall not be entitled to any benefit under the Indenture or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the execution by the Trustee of the Trustee's Certificate or, in lieu thereof, the execution by the Comptroller of Public Accounts of the State of Texas of the Comptroller's Registration Certificate hereon.

IN WITNESS WHEREOF, the HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its duly authorized representative, and its corporate seal to be affixed hereto, and attested by the manual or facsimile signature of its Secretary.

HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY

By _____
Chairman

Attest:

Secretary

(SEAL)

Exhibit B-5

#5537311.4

**COMPOUNDED AMOUNTS TABLE — SERIES 2017 CAPITAL APPRECIATION
BONDS**

[To be inserted following final pricing]

*[FORM OF COMPTROLLER'S REGISTRATION
CERTIFICATE ON THE INITIAL SERIES 2017 CAPITAL APPRECIATION BOND]*

STATE COMPTROLLER'S REGISTRATION CERTIFICATE

OFFICE OF COMPTROLLER

Register No. _____

STATE OF TEXAS

I HEREBY CERTIFY that there is on file and of record in my office a certificate of the Attorney General of the State of Texas approving this Bond and certifying that this Bond and the proceedings for the issuance thereof have been examined by him as required by law, and that he finds that this Bond has been issued in accordance with law and that it is a valid and binding limited obligation of the Hidalgo County Regional Mobility Authority, payable from the revenues and other funds pledged to its payment by and in the proceedings authorizing the same, and I do further certify that this Bond has this day been registered by me as Comptroller.

WITNESS MY HAND AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

*[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION
ON EACH BOND OTHER THAN THE INITIAL SERIES 2017 CAPITAL APPRECIATION
BOND]*

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is to certify that the initial Bonds of this Series were approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this Bond is one of the Bonds delivered pursuant to the within-mentioned Indenture.

Date of Authentication:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, Trustee

By

Authorized Representative

*[FORM OF ASSIGNMENT
TO APPEAR ON EACH SERIES 2017 CAPITAL APPRECIATION BOND]*

ASSIGNMENT

For value received, the undersigned sells, assigns, and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature(s) on this assignment must correspond in every particular with the name(s) of the registered owner(s) appearing on the face of the within Bond.

Signature guaranteed by:

NOTICE: Signature must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Trustee, which requirements will include membership or participation in STAMP or such other signature guaranty program as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

II. Initial Series 2017 Capital Appreciation Bond

The Initial Series 2017 Capital Appreciation Bond shall be in the form of this Exhibit B above, except that:

(a) immediately under the name of the Series 2017 Capital Appreciation Bond, the headings "APPROXIMATE YIELD TO MATURITY," "ORIGINAL PRINCIPAL AMOUNT" and "STATED MATURITY DATE," shall be completed with the words "As Shown Below" and the heading "CUSIP NO." shall be deleted; and

(b) in the first paragraph:

the words "on the Stated Maturity Date specified above, the Maturity Amount of this Series 2017 Bond, being the sum of _____ DOLLARS" shall be deleted and the following shall be inserted:

"on December 1, in the years, in the Original Principal Amounts, Maturity Amounts and with interest at the per annum rates which produce the Approximate Yield to Maturity in accordance with the following schedule:

<u>Year</u>	<u>Original Principal Amount</u>	<u>Approximate Yield To Maturity</u>	<u>Maturity Amount</u>
_____	\$ _____	_____	\$ _____

(information to be inserted from the Award Certificate)

EXHIBIT C
FORM OF CONVERTIBLE CAPITAL APPRECIATION BOND

UNITED STATES OF AMERICA
STATE OF TEXAS
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
SENIOR LIEN REVENUE BOND,
SERIES 2017

Convertible Capital Appreciation Bond

**THE ORIGINAL MATURITY AMOUNT OF THIS BOND IS SUBJECT TO
REDUCTION UPON PAYMENT OF AMOUNTS CAUSING A PARTIAL
REDEMPTION OF THIS BOND AS PROVIDED HEREIN; THE
MATURITY AMOUNT OF THIS BOND WILL BE AS SHOWN ON THE
REGISTRY BOOKS KEPT BY THE WITHIN-NAMED TRUSTEE**

**[THE MATURITY AMOUNT OF THIS BOND WHILE REGISTERED IN
THE NAME OF THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK,
OR ITS NOMINEE MAY BE REDUCED BY THE AMOUNT OF REDEMPTIONS
OF ANY BONDS OR PORTIONS THEREOF]¹**

	REGISTERED	MATURITY AMOUNT	
REGISTERED			
No. _____		\$ _____	
APPROXIMATE YIELD TO MATURITY:	ORIGINAL PRINCIPAL AMOUNT:	STATED MATURITY DATE:	CUSIP NO.:
_____ %	_____	_____, 2017	December 1, 20____

The HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (herein called the "Authority"), a body politic and corporate and a public and a political subdivision of the State of Texas, organized and existing under and by virtue of the laws of the State of Texas, FOR VALUE RECEIVED, hereby promises to pay to

¹ To be included only in bonds registered in the name of DTC or its nominees.

or registered assigns, but solely from the sources and in the manner hereinafter provided, on the Stated Maturity Date specified above, unless redeemed prior thereto as hereinafter provided, the Maturity Amount of this Series 2017 Bond, being the sum of

DOLLARS

in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and to pay interest on the original principal amount set forth above in like coin or currency from the Issuance Date specified above to December 1, 20__ (the "Conversion Date") at per annum rate set forth above, compounded on June 1, 2018 and each December 1 and June 1 thereafter until and including the Conversion Date (each such date being a "Compounding Date"), such interest to be payable as part of the Maturity Amount specified above on the maturity date specified above or the prior redemption hereof, and to pay interest on the Maturity Amount specified above from the later of the Conversion Date or the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid at the per annum rate specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest on the Maturity Amount to be payable semiannually on June 1 and December 1 of each year, commencing on June 1, 20__ (each, an "Interest Payment Date"). A Compounded Amounts Table per \$5,000 Maturity Amount is printed on or attached to this Series 2017 Bond. The term "Compounded Amount," as used herein, means as of any particular date of calculation, the original principal amount thereof, plus all interest accreted and compounded to the particular date of calculation, determined as follows:

(a) as of any Compounding Date (which shall include the Conversion Date), the amount shown as the Compounded Amount for such Compounding Date in the Compounded Amount Table; and

(b) as of any date that is not a Compounding Date, the amount set forth in the Compounded Amount Table for the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth in the Compounded Amount Table for the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which determination is being made bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

The Maturity Amount or redemption price of this Series 2017 Bond shall be payable upon presentation and surrender of this Series 2017 Bond, at the Designated Payment/Transfer Office of Wilmington Trust, National Association (such bank and any successor in such capacity being referred to as the "Trustee"), being, initially, the office of the Trustee in Dallas, Texas. The interest accrued on this Series 2017 Bond on and after the Conversion Date shall be paid by check mailed on the Interest Payment Date to the Person in whose name such Series 2017 Bond is registered on the 15th day of the month (whether or not a Business Day) immediately preceding the applicable Interest Payment Date, at the address of such Person as shown on the registration books for the Series 2017 Bonds kept by the Trustee. Notwithstanding the foregoing, in no event shall the cumulative amount of interest paid or payable on the Series 2017 Bonds (including interest calculated as provided in the Indenture (as defined below), together with all other amounts that constitute interest on the Series 2017 Bonds under the laws of the State of Texas that are contracted

for, charged, reserved, taken or received pursuant to the Indentures) through any Interest Payment Date or through the date of payment of such Series 2017 Bonds (whether at maturity or upon earlier redemption) exceed the “net interest cost” that will produce a “net effective interest rate” of greater than 15% per annum or, to the extent allowed by law, such greater “net effective interest rate” as may be allowed from time to time. The terms “net interest cost” and “net effective interest rate,” as used herein, shall have the respective meanings ascribed to them in Chapter 1204, Texas Government Code, as amended.

This is one of the Obligations of the Authority designated “Senior Lien Revenue Bonds, Series 2017” (the “Series 2017 Senior Lien Bonds” or the “Bonds”), dated _____ 1, 2017, issued in the aggregate principal amount of \$_____ under and pursuant to and in accordance with the provisions of Chapter 370, Texas Transportation Code, as such may be amended from time to time (together with the laws of the State of Texas applicable to the Authority, collectively, the “Act”), and under and pursuant to a Master Trust Indenture (the “Master Indenture”), dated as of December 1, 2016, as supplemented by the Second Supplemental Trust Indenture (the “Second Supplemental Indenture”), dated as of December 1, 2016, and the First Supplemental Trust Indenture (the “First Supplemental Indenture” and, together with the Second Supplemental Indenture and the Master Indenture, the “Indenture”), dated as of _____ 1, 2017, and each between the Trustee and the Authority, and the Award Certificate dated as of _____, 2017 (the “Award Certificate”), executed by an Authorized Representative of the Authority. The Bonds are dated _____ 1, 2017, and are issued in the aggregate principal amount of \$_____, as (i) “Series 2017 Current Interest Bonds,” which total \$_____ in principal amount and pay interest at stated intervals to the Holders thereof, (ii) “Series 2017 Capital Appreciation Bonds,” which total \$_____ in original principal amount and accrete interest from the Issuance Date, compounded semiannually on each December 1 and June 1, commencing June 1, 2018, payable at the Stated Maturity thereof, and (iii) “Series 2017 Convertible Capital Appreciation Bonds,” which total \$_____ in original principal amount and accrete interest from the Issuance Date to the Conversion Date at the rate per annum for each respective maturity specified in the Award Certificate compounded on each Compounding Date and payable as a portion of the Maturity Amount at Stated Maturity thereof. This Bond is a Series 2017 Convertible Capital Appreciation Bond payable as to principal and interest as herein provided. As provided in the Indenture, Obligations may be issued from time to time pursuant to a supplemental indenture, in one or more series, in various principal amounts, maturing at different times, bearing interest at different rates and subject to the provisions thereof, may otherwise vary.

The Series 2017 Bonds are limited obligations of the Authority constituting Senior Lien Obligations payable from and secured solely by a first lien on, pledge of and security interest in the Trust Estate. The Series 2017 Bonds, as Senior Lien Obligations, constitute a valid claim of the Holder thereof against the Trust Estate, which is pledged to secure the payment of the principal of, redemption premium, if any, and interest on the Series 2017 Bonds. The Series 2017 Bonds shall not constitute a general obligation of the Authority and under no circumstances shall the Series 2017 Bonds be payable from, nor shall the Holder thereof have any rightful claim to, any income, revenues, funds or assets of the Authority other than those pledged under the Indentures as security for the payment of the Senior Lien Obligations.

NONE OF THE STATE OF TEXAS, HIDALGO COUNTY, TEXAS, NOR ANY OTHER AGENCY OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS OTHER THAN THE AUTHORITY IS OBLIGATED TO PAY THE MATURITY AMOUNT OF OR INTEREST ON THIS SERIES 2017 BOND. THIS SERIES 2017 BOND IS PAYABLE SOLELY FROM THE TRUST ESTATE AND CERTAIN FUNDS CREATED UNDER THE INDENTURES. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, HIDALGO COUNTY, TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE MATURITY AMOUNT OF OR INTEREST ON THIS SERIES 2017 BOND. THE AUTHORITY HAS NO TAXING POWER.

NO RE COURSE UNDER THIS SERIES 2017 BOND SHALL BE HAD AGAINST ANY PAST, PRESENT OR FUTURE OFFICER OF THE AUTHORITY. THIS SERIES 2017 BOND SHALL NEVER BE PAID IN WHOLE OR IN PART OUT OF ANY FUNDS RAISED OR TO BE RAISED BY TAXATION OR OUT OF ANY OTHER REVENUES OF THE AUTHORITY EXCEPT THOSE REVENUES ASSIGNED BY THE INDENTURE.

The Series 2017 Bonds are being issued pursuant to the Indenture to provide funds to (i) to pay a portion of the Costs of design, acquisition and construction of toll road improvements, including the acquisition of right-of-way, of the Senior Lien Project; (ii) pay capitalized interest on the Bonds; (iii) make a deposit to the Senior Lien Debt Service Reserve Fund; and (iv) pay certain costs of issuance for the Bonds. Copies of the Indenture are on file at the office of the Authority and at the Designated Payment/Transfer Office and reference to the Indenture and any and all supplements thereto and modifications and amendments thereof and to the Act is made for a description of the pledges, assignments in trust, and covenants securing the Series 2017 Bonds; the nature, extent, and manner of enforcement of such pledges, assignments in trust, and covenants; the rights and remedies of the Holders of the Series 2017 Bonds with respect thereto; the terms and conditions upon which the Series 2017 Bonds are issued and may be issued thereunder; and other matters, to all of which the owner of this Series 2017 Bond assents by the acceptance of this

The Authority reserves the right in the Indentures to issue other Obligations of the Authority for other projects and further reserves the right to issue Obligations that are payable from the pledges and assignments in trust pursuant to the Indentures on a parity with or subordinate to the pledge under the Indentures all as provided in the Indentures.

The Holder of this Series 2017 Bond shall have no right to enforce the provisions of the Indentures, or to institute any action with respect to any Event of Default (as defined in the Indenture), or to institute, appear in, or defend any suit or other proceeding with respect thereto, except as provided in the Indentures.

This Series 2017 Bond is transferable, as provided in the Indentures, only upon the books of the Authority kept for that purpose at the Designated Payment/Transfer Office of the Trustee, by the registered owner hereof in person, or by his duly authorized attorney, upon surrender of this Series 2017 Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon, a new Series 2017 Bond or Series 2017 Bonds in the same aggregate Maturity Amount shall be issued to the transferee in exchange herefor as provided in the Indentures, and upon payment of the charges therein prescribed. The Authority and the Trustee may deem and treat the person in whose name this

Series 2017 Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the Maturity Amount, redemption price or purchase price hereof and interest due hereon and for all other purposes.

The Series 2017 Bonds are issuable only in fully registered form, without coupons, in the denomination of \$5,000 Maturity Amount or any integral multiple thereof.

Redemption Prices and Terms. The Series 2017 Convertible Capital Appreciation Bonds shall not be subject to redemption prior to maturity except as follows:

Optional Redemption. (a) The Series 2017 Convertible Capital Appreciation Bonds maturing on December 1 in the years 20__ through 20__, both inclusive, shall be subject to redemption prior to maturity, in whole or in part, at any time and from time to time, on or after December 1, 20__, at the option of the Authority after giving notice as provided in the Indentures, at a redemption price equal to the Maturity Amount of such Series 2017 Convertible Capital Appreciation Bonds or portions thereof to be redeemed, plus accrued interest to, but not including, the redemption date.

(b) At least 40 days prior to, or such later date as the Trustee will accept, any redemption date described in paragraph (a) above the Authority shall give a Letter of Instructions to the Trustee specifying the Maturity Amount of Series 2017 Convertible Capital Appreciation Bonds to be redeemed and the date of such redemption and identifying the Series 2017 Convertible Capital Appreciation Bonds by the maturity date of such Bonds and the source of funds to be utilized to redeem such Bonds.

In lieu of redeeming Series 2017 Bonds, the Authority has reserved the right in the Indenture to purchase such Series 2017 Bonds.

Written notice of redemption shall be provided to the registered owner of each Series 2017 Bond to be redeemed, as shown on the registration books kept for the Series 2017 Bonds by the Trustee, not more than 60 and not less than 30 days prior to the redemption date, in the manner and upon the terms and conditions set forth in the Indentures. If notice of redemption shall have been given as aforesaid, the Series 2017 Bonds or portions thereof specified in said notice shall become due and payable on the redemption date therein fixed, and if, on the redemption date, moneys for the redemption of all the Series 2017 Bonds or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such Series 2017 Bonds or portions thereof so called for redemption shall cease to accrue and be payable. The Authority has reserved the right in the Indenture to give notice of its election to redeem Series 2017 Bonds conditioned upon the occurrence of subsequent events, as more particularly described in the Indenture.

The Authority reserves the right to regulate or restrict the yield or return on the investment of the moneys in any fund, account, or subaccount created under the Indentures or any supplemental indenture, if in the opinion of counsel, such regulation or restriction is necessary in order for the interest on any Obligations (other than any series of taxable Obligations issued under the Indenture) of any series issued or to be issued under the Indenture to be exempt from federal income taxation.

It is hereby certified and recited that all conditions, acts, and things required by law and the Indentures to exist, to have happened, and to have been performed precedent to and in the issuance of this Series 2017 Bond, exist, have happened, and have been performed and that the issuance of this Series 2017 Bond and the series of Series 2017 Bonds of which it is a part are duly authorized by the laws of the State of Texas.

This Series 2017 Bond shall not be entitled to any benefit under the Indentures or be valid or become obligatory for any purpose until this Series 2017 Bond shall have been authenticated by the execution by the Trustee of the Trustee's Certificate or the execution by the Comptroller of Public Accounts of the State of Texas of the Comptroller's Registration Certificate hereon.

IN WITNESS WHEREOF, the HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY has caused this Series 2017 Bond to be signed in its name and on its behalf by the manual or facsimile signature of its duly authorized representative, and its corporate seal (or a facsimile thereof) to be hereunto affixed, imprinted, engraved, or otherwise reproduced and attested by the manual or facsimile signature of its Secretary.

HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY

By

Chairman

Attest:

Secretary

(SEAL)

Exhibit C-6

#5537311.4

**COMPOUNDED AMOUNTS TABLE
FOR THE SERIES 2017
CONVERTIBLE CAPITAL APPRECIATION BONDS
(Per \$5,000 Maturity Amount)**

Exhibit C-7

#5537311.4

*[FORM OF COMPTROLLER'S REGISTRATION
CERTIFICATE ON THE INITIAL SERIES 2017 CONVERTIBLE CAPITAL
APPRECIATION BOND]*

STATE COMPTROLLER'S REGISTRATION CERTIFICATE

OFFICE OF COMPTROLLER

Register No. _____

STATE OF TEXAS

I HEREBY CERTIFY that there is on file and of record in my office a certificate of the Attorney General of the State of Texas approving this Bond and certifying that this Bond and the proceedings for the issuance thereof have been examined by him as required by law, and that he finds that this Bond has been issued in accordance with law and that it is a valid and binding limited obligation of the Hidalgo County Regional Mobility Authority, payable from the revenues and other funds pledged to its payment by and in the proceedings authorizing the same, and I do further certify that this Bond has this day been registered by me as Comptroller.

WITNESS MY HAND AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

*[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION
ON EACH BOND OTHER THAN THE INITIAL SERIES 2017 CONVERTIBLE CAPITAL
APPRECIATION BOND]*

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is to certify that the initial Bonds of this Series were approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this Bond is one of the Bonds delivered pursuant to the within-mentioned Indenture.

Date of Authentication:

WILMINGTON TRUST, NATIONAL
ASSOCIATION, Trustee

By

Authorized Representative

*[FORM OF ASSIGNMENT
TO APPEAR ON EACH SERIES 2017 CONVERTIBLE CAPITAL APPRECIATION BOND]*

ASSIGNMENT

For value received, the undersigned sells, assigns, and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature(s) on this assignment must correspond in every particular with the name(s) of the registered owner(s) appearing on the face of the within Bond.

Signature guaranteed by:

NOTICE: Signature must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Trustee, which requirements will include membership or participation in STAMP or such other signature guaranty program as may be determined by the Trustee in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

II. Initial Series 2017 Convertible Capital Appreciation Bond

The Initial Series 2017 Convertible Capital Appreciation Bond shall be in the form of this Exhibit C above, except that:

(a) immediately under the name of the Series 2017 Convertible Capital Appreciation Bond, the headings “APPROXIMATE YIELD TO MATURITY,” “ORIGINAL PRINCIPAL AMOUNT” and “STATED MATURITY DATE,” shall be completed with the words “As Shown Below” and the heading “CUSIP NO.” shall be deleted; and

(b) in the first paragraph:

the words “on the Stated Maturity Date specified above, the Maturity Amount of this Series 2017 Bond, being the sum of _____ DOLLARS” shall be deleted and the following shall be inserted:

“on December 1, in the years, in the Original Principal Amounts, Maturity Amounts and with interest at the per annum rates which produce the Approximate Yield to Maturity in accordance with the following schedule:

<u>Year</u>	<u>Original Principal Amount</u>	<u>Approximate Yield To Maturity</u>	<u>Maturity Amount</u>
_____	\$ _____	_____	\$ _____

(information to be inserted from the Award Certificate)

EXHIBIT D
FORM OF REQUISITION
CONSTRUCTION FUND
SENIOR LIEN PROJECT SUBACCOUNT
CERTIFICATE AND REQUISITION FOR PAYMENT

DATE: [Month], [Year]

DRAW REQUEST NO.: _____

<u>DESCRIPTION SUMMARY¹</u>	<u>AMOUNT</u>
	\$ _____
TOTAL AMOUNT REQUESTED	\$ _____

The Authority does hereby certify to the Trustee that: (i) each item submitted herewith is a proper charge against the Senior Lien Project Subaccount of the Senior Lien Project Account of the Construction Fund and has not been paid, (ii) such requisition contains no item representing payment on account of any retainage which the Authority is as of the date of this requisition not entitled to release, (iii) no default exists under the Indenture which has not been disclosed to the Trustee and the Authority will use its best efforts to cure any default if it exists and (iv) there has not been filed with or served upon the Authority legal notice of any lien, right to lien, attachment or other claim, which is valid in the opinion of counsel to the Authority and affects the right to receive payment of any of the moneys payable to any of the Persons, firms or corporations named herein which has not been released or will not be released simultaneously with such payment.

Please remit funds by wire transfer to the Authority [Wiring instructions for disbursement].

HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY

By: _____
Authorized Representative

¹ Attach appropriate information indicating the name of the Person, Firm or Corporation to whom payment is due, the amount to be paid and the purpose for which such obligation was incurred.

CERTIFICATION OF GENERAL ENGINEERING CONSULTANT

As General Engineering Consultant for the improvement and extension of the Senior Lien Project, we hereby certify the following in connection with Senior Lien Project Subaccount of the Senior Lien Project Account of the Construction Fund Certificate and Requisition for Payment Draw Request No. _____:

- (i) such requisition is approved;
- (ii) the amount requisitioned is due and has not previously been paid from the Senior Lien Project Account of the Construction Fund;
- (iii) insofar as the payment is to be made for work, material, supplies or equipment, the work has been performed and the materials, supplies or equipment have been installed as part of the improvement and extension of the Senior Lien Project or have been delivered at the site;
- (iv) all work material, supplies and equipment for which payment is to be made are, in our opinion, substantially in accordance with the plans and specifications or duly approved change orders; and

[If an item for payment includes real property:

- (v) acquisition of such property is necessary or advisable in connection with the design, acquisition and construction of toll road improvements, including the acquisition of right-of-way, of the Senior Lien Project or the operation of the Senior Lien Project.]

as General Engineering Consultant

By: _____
Title: _____

EXHIBIT E

CONTINUING DISCLOSURE

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

The following information is referred to in Article VI of this Supplemental Indenture.

Annual Financial Information and Operating Data

The financial information and operating data with respect to the Authority and the System to be provided in accordance with such Article are as specified below:

1. All quantitative financial information and operating data with respect to the Authority and the System of the general type included in the Official Statement under the headings “AUTHORITY FINANCIAL INFORMATION – System Historical Cash Flow and Debt Service Coverage,” “– Toll Rates,” and “SCHEDULE I – DEBT SERVICE REQUIREMENTS,” and APPENDIX A – AUDITED FINANCIAL STATEMENTS OF THE AUTHORITY.”

2. In the annual filing for each Fiscal Year through the Substantial Completion (as defined in the Master Indenture) of the improvement and extension of the Senior Lien Project, the Authority will furnish a copy of the General Engineering Consultant’s construction progress report relating to the improvement and extension of the Senior Lien Project for the last quarter of the Fiscal Year.

3. In the annual filing, the Authority will also furnish a copy of each General Engineering Consultant’s annual report relating to its inspection of the System, which reports may be provided as one report prepared jointly by more than one General Engineering Consultant.

The authority will update and provide the foregoing information within six (6) months after the end of each Fiscal Year. In addition to the annual information described above, the Authority will furnish on a quarterly basis, within 60 days after the end of each quarter of the Fiscal Year, (i) through the Substantial Completion (as defined in the Master Indenture) of the improvement and extension of the Senior Lien Project, a copy of the General Engineering Consultant’s construction progress report relating to the improvement and extension of the Senior Lien Project for the previous quarter of the Fiscal Year, and (ii) unaudited information regarding the number of toll transactions for the System and the Revenues generated by such toll transactions for the previous quarter of the Fiscal Year.

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.

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Item 3B

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGENDA RECOMMENDATION FORM

BOARD OF DIRECTORS
PLANNING COMMITTEE
FINANCE COMMITTEE
TECHNICAL COMMITTEE

X

AGENDA ITEM
DATE SUBMITTED
MEETING DATE

3B
9/18/17
9/26/17

1. Agenda Item: RESOLUTION 2017-77 – APPROVAL OF AN AMENDMENT TO THE OVERSIZE AND OVERWEIGHT CORRIDOR TO ADD THE 365 TOLLWAY FROM US 281 (MILITARY HIGHWAY) TO FARM TO MARKET ROAD 396 (ANZALDUAS HIGHWAY).
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and approval of an amendment to the oversize and overweight corridor to include the 365 Tollway from US 281/Military Highway to FM 396 (Anzalduas Highway).
3. Policy Implication: Board Policy, Local Government, Texas Government Code, Texas Transportation Code, TxDOT Policy
4. Budgeted: Yes No X N/A Funding Source:
5. Staff Recommendation: Motion to approve Resolution 2017-77 – Approval of an amendment to the oversize and overweight permit corridor to include the 365 Tollway from US 281 (Military Highway) to Farm to Market Road 396 (Anzalduas Highway).
6. Program Manager's Recommendation: Approved Disapproved X None
7. Construction Engineer's Recommendation: Approved Disapproved X None
8. Chief Auditor's Recommendation: X Approved Disapproved None
9. Board Attorney's Recommendation: X Approved Disapproved None
10. Chief Financial Officer's Recommendation: X Approved Disapproved None
11. Executive Director's Recommendation: X Approved Disapproved None



Memorandum

To: S. David Deanda, Jr., Chairman
From: Pilar Rodriguez, PE, Executive Director
Date: September 18, 2017
Re: **Amendment to HCRMA Overweight/Oversized Vehicle Permit Corridor**

Background

On September 1, 2013, the Hidalgo County Regional Mobility Authority (HCRMA) was authorized by House Bill 474 to establish an overweight and oversized truck corridor, as well as, issue permits for use of the corridor. The legislation allows the HCRMA to charge up to \$80 per permit. 85% of permit fee must be reserved for construction and maintenance of the corridor, with the remaining 15% going to the HCRMA for administrative costs.

On March 31, 2014, October 22, 2014, July 26, 2016 and February 28, 2017, the HCRMA Board of Director approved amendments to the overweight and oversized corridor and added the following roadway segments respectively:

FM 2557 (Stewart Road) from US 281/Military Highway to Interstate 2 (US 83) and FM 3072 (Dicker Road) from Veterans Boulevard ("I" Road) to Cesar Chavez Road.

US 281 (Cage Boulevard) from US 281/Military Highway to Anaya Road.

US 281/Military Highway from Spur 29 to FM 1015.

Military Road – FM 1016 (Conway Avenue) to FM 2062 (Bentsen Palm Drive).

FM 2062 – Military Road to FM 1924 (3 Mile Line).

FM 1924 – FM 2062 to Minnesota Road.

FM 1015 – Progresso International Bridge to Mile 9 North.

US Highway 83 Business – FM 1015 to Pleasantview Drive.

Highway 83 Business from Pleasantview Drive to Bridge Avenue

Goal

Provisions in House Bill 474 allow amendment of the Overweight/Oversized Vehicle Corridor by the Texas Transportation Commission in consultation with the Authority. The proposed route is to add the 365 Tollway from US 281/Military Highway to FM 396 (Anzalduas Highway).

Options

The Board of Directors may disapprove the proposed amendment to the overweight/oversized corridor.

Recommendation

Based on review by this office, **approval of Resolution 2017-77 - Approval of an amendment to the Hidalgo County Regional Mobility Authority Overweight/Oversized Vehicle Permit Corridor is recommended as presented.**

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

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2017-77

DESIGNATING ADDITIONAL ROUTES TO THE HIDALGO COUNTY
OVERWEIGHT AND OVERSIZED VEHICLE CORRIDOR

THIS RESOLUTION is adopted this 26th day of September, 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”);

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;

WHEREAS, during its 83rd Regular Session, the Texas Legislature passed House Bill 474 amending Texas Transportation Code 626 by adding Subchapter Q providing that The Texas Department of Transportation (the “Department”) may authorize the Authority to issue permits for the movement of oversize or overweight vehicles carrying cargo on certain roads in Hidalgo County;

WHEREAS, the Department has adopted rules prescribing procedures for issuing permits for the movement of oversize and overweight vehicles in Chapter 28 of Title 43 of the Texas Administration Code and has published rules authorizing the Authority to issue such permits and prescribing procedures for the same;

WHEREAS, oversize and overweight vehicles have a unique commercial purpose but also cause considerable wear and tear on roadways requiring additional maintenance, repair and reconstruction;

WHEREAS, the issuance of permits for such oversize and overweight vehicles for travel on restricted corridors creates a revenue stream to offset the increased maintenance expenses for such roadways; and

WHEREAS, the Board finds it to be in the best interest of the Authority and the County to designate additional routes for the issuance of oversize and overweight permits, the collection of fees, and the maintenance of the roadways located in certain oversize and overweight corridors;

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 additional routes relating to the permitting of oversize and overweight vehicles carrying cargo on certain roadways in the County, attached hereto as Exhibit A.

Section 3. The Board hereby authorizes the Executive Director to submit the additional route to the Texas Department of Transportation for consideration by the Texas Transportation Commission.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING on the 26th day of September, 2017, at which meeting a quorum was present.

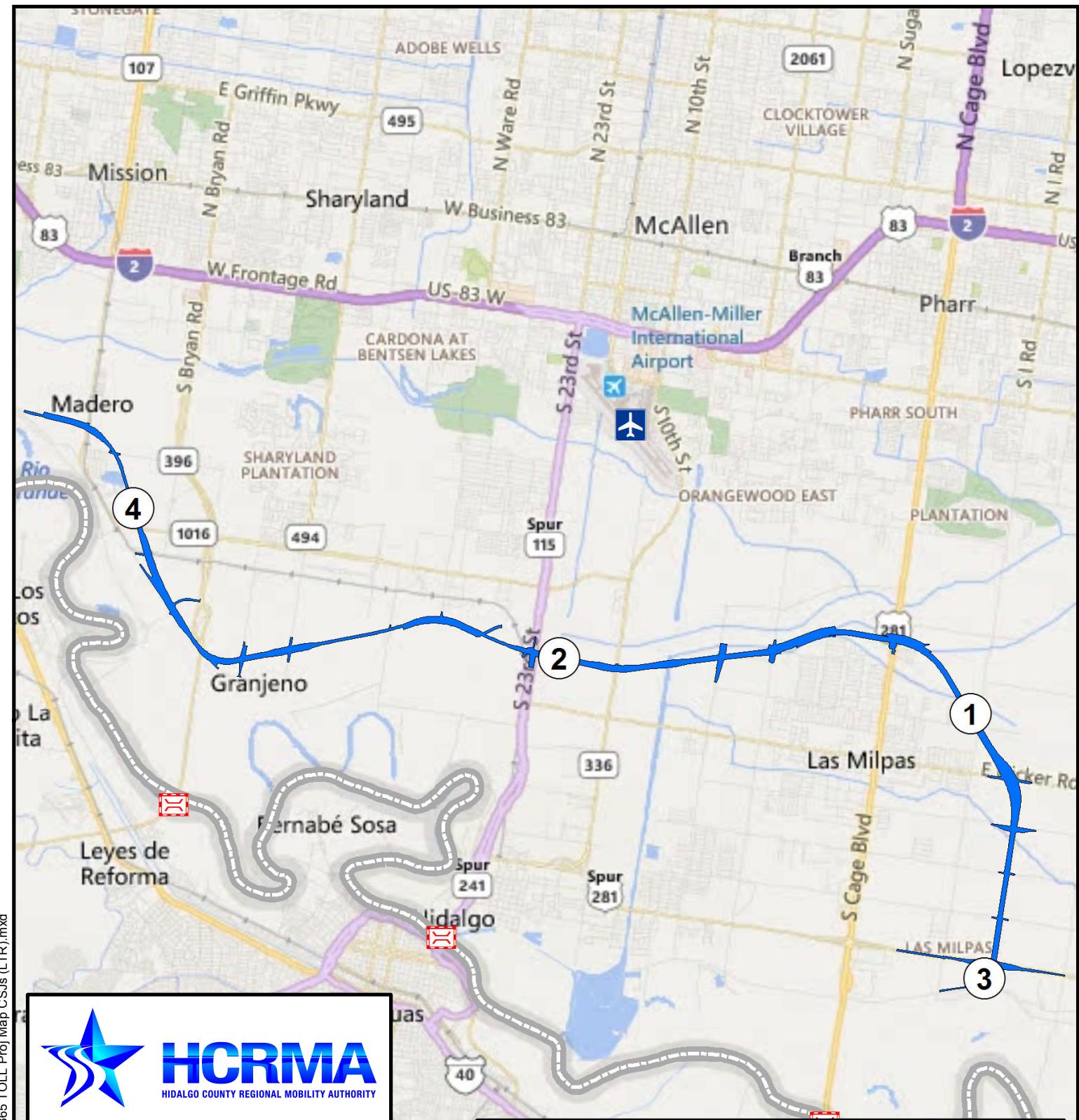
S. David Denanda, Jr., Chairman

Ricardo Perez, Secretary/Treasurer

EXHIBIT A

ADDITIONAL ROUTES TO THE HIDALGO COUNTY OVERWEIGHT AND OVERSIZED VEHICLE CORRIDOR

365 Tollway from US 281 (Military Highway) to Farm to Market Road 396 (Anzalduas Highway)



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

EXHIBIT A - 365 TOLL PROJECT LOCATION MAP

Project

■ 365 TOLLWAY (0030)

Scale:
0 0.25 0.5 1 Miles



GIS powered by
DANNENBAUM

Author: E. Davila Date: 9/22/2016

365 TOLLWAY Phase I (365 TOLL Segs. 1 & 2) CSJ: 0921-02-368

- A toll improvement being a controlled access facility
- FM 396 (Anzalduas Highway) to US 281 Military Highway

365 TOLLWAY Phase I (365 TOLL Seg. 4) CSJ: TBD

- A toll improvement being a controlled access facility
- FM 1016 (Conway Ave) to FM 396 (Anzalduas Highway)

US 281 / MIL HWY (365 TOLL Seg. 3) CSJ: 0220-01-023

- A non-toll improvement being a widening to a 4 lane divided w/ an overpass at San Juan Rd
- 0.45 Miles East of Spur 600 to FM 2557 (Stewart Road)

BSIF Connector (365 TOLL Seg. 3) CSJ: 0921-02-337

- A non-toll improvement being a local collector
- SP 29 / Veterans Drive at the BSIF to US 281

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>09/18/17</u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u>09/26/17</u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: RESOLUTION 2017-78 – APPROVAL OF THE PROFESSIONAL SERVICES AGREEMENT WITH SAENZ OIL & GAS SERVICES, LLC FOR UTILITY ENGINEERING ANALYSES, COORDINATION, AND DESIGN FOR CONFLICTING UTILITIES ON HCRMA PROJECTS.
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and Approval of entering into a professional services agreement for utility engineering services required for various HCRMA Projects' development.
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 2017-78 – Professional Services Agreement with Saenz Oil & Gas Services, LCC for utility engineering analyses, coordination, and design for conflicting utilities on HCRMA Projects as presented.
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
11. Chief Development Engineer's Recommendation: X Approved Disapproved None
12. Chief Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: X Approved Disapproved None

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2017-78

**APPROVAL OF THE PROFESSIONAL SERVICES AGREEMENT WITH
SAENZ OIL AND GAS SERVICES, LLC FOR UTILITY ENGINEERING
ANALYSES, COORDINATION, AND DESIGN FOR CONFLICTING UTILITIES
ON HCRMA PROJECTS.**

THIS RESOLUTION is adopted this 26th day of September 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 2017-78 – Approval of a Professional Service Agreement with Saenz Oil & Gas Services, LLC to provide Utility Engineering Services to the Hidalgo County Regional Mobility Authority in the amount of \$52,091.90;

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 Saenz Oil & Gas Services, LLC to provide Utility Engineering Services in the amount of \$52,091.90 hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute the Contract to the Professional Services Agreement for Utility 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 26th day of September 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
Saenz Oil &
Gas Services,
LLC, for
Utility Engineering
Services for the
HCRMA

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 SAENZ OIL & GAS SERVICES, LLC (hereinafter the “Engineer”), having its principal business address at 800 TOWN & COUNTRY BOULEVARD, SUITE 300, HOUSTON, TEXAS 77024 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 365 TOLLWAY AND IBTC PROJECTS** (the “Projects”);

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 \$52,091.90 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:	Authority:
Saenz Oil & Gas Services, LLC 300 Town & Country Boulevard, Suite 300 Houston, Texas 77024 Attn: Alfredo Saenz, Jr., P.E. General Manager	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

By: _____

Name: Pilar Rodriguez _____

Title: Executive Director _____

Hidalgo County Regional Mobility Authority _____

Date: _____

ENGINEER

By: _____

Name: Alfredo Saenz, Jr., P.E. _____

Title: General Manager _____

Saenz Oil & Gas Services, LLC _____

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

**ATTACHMENT A
GENERAL PROVISIONS**

ATTACHMENT A
GENERAL PROVISIONS

INDEX TO PROVISIONS

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

ATTACHMENT A GENERAL PROVISIONS

SECTION 1. WORK AUTHORIZATIONS

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

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

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

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

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

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

ATTACHMENT A GENERAL PROVISIONS

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

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

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

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

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

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

SECTION 2. PROGRESS

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

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

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

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

ATTACHMENT A GENERAL PROVISIONS

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

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

SECTION 3. SUSPENSION OF WORK AUTHORIZATION

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

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

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

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

SECTION 4. ADDITIONAL WORK

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

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

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

ATTACHMENT A GENERAL PROVISIONS

SECTION 5. CHANGES IN WORK

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

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

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

SECTION 6. SUPPLEMENTAL AGREEMENTS

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

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

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

SECTION 7. OWNERSHIP OF DATA

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

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

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

ATTACHMENT A GENERAL PROVISIONS

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

SECTION 8. PUBLIC INFORMATION AND CONFIDENTIALITY

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

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

SECTION 9. PERSONNEL, EQUIPMENT AND MATERIAL

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

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

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

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

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

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

ATTACHMENT A GENERAL PROVISIONS

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

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

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

SECTION 10. SUBCONTRACTING

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

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

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

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

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

SECTION 11. INSPECTION OF WORK

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

ATTACHMENT A GENERAL PROVISIONS

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

SECTION 12. SUBMISSION OF REPORTS

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

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

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

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

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

SECTION 14. TERMINATION

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

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

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

C. Value of Completed Work. If the Engineer defaults in the performance of this Agreement or if the Authority terminates this Agreement for fault on the part of the Engineer, the Authority will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in Attachment E, Fee Schedule) by the Engineer in performing the work to the date of default; (2) the

ATTACHMENT A GENERAL PROVISIONS

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

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

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

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

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

SECTION 15. COMPLIANCE WITH LAWS

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

SECTION 16. INDEMNIFICATION

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

ATTACHMENT A GENERAL PROVISIONS

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

SECTION 17. ENGINEER'S RESPONSIBILITY

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

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

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

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

SECTION 18. NONCOLLUSION

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

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

SECTION 19. INSURANCE

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

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

ATTACHMENT A GENERAL PROVISIONS

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

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

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

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

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

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

SECTION 20. GRATUITIES

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

ATTACHMENT A GENERAL PROVISIONS

SECTION 21. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS

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

SECTION 22. MAINTENANCE, RETENTION AND AUDIT OF RECORDS

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

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

SECTION 23. CIVIL RIGHTS COMPLIANCE

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

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

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

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

ATTACHMENT A GENERAL PROVISIONS

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

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

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

SECTION 24. PATENT RIGHTS

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

SECTION 25. COMPUTER GRAPHICS FILES

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

SECTION 26. CHILD SUPPORT CERTIFICATION

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

ATTACHMENT A GENERAL PROVISIONS

SECTION 27. DISPUTES

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

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

SECTION 28. SUCCESSORS AND ASSIGNS

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

SECTION 29. SEVERABILITY

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

SECTION 30. PRIOR AGREEMENTS SUPERSEDED

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

SECTION 31. CONFLICT OF INTEREST

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

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

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

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

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

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

ATTACHMENT A GENERAL PROVISIONS

SECTION 33. CERTIFICATIONS

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

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

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

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

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

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE AUTHORITY

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE AUTHORITY

GENERAL

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

APD Coordination with AUTHORITY for Final Environmental documentation

PS&E P.S. & E. Development

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

1. Authorization to begin work.
2. Timely payment for work performed by the **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.

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.

ATTACHMENT B
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 PHOTGRAMMETRY (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.

MANAGEMENT (FC 164)

The **AUTHORITY** will provide the following:

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

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

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

The Work to be performed by Saenz Oil & Gas Services, LLC (SOGS) (CONSULTANT) under this agreement with the Hidalgo County Regional Mobility Authority (HCRMA) (AUTHORITY) will consist of pipeline encroachment engineering analysis and recommendations for pipeline crossings within the 365 TOLLWAY and IBTC projects. The pipeline crossings discovered to date have been provided at the end of this exhibit. These services will be provided as follows:

BASE ANALYSIS – typical pipeline crossing (generally, smaller diameter) with little to no continued conflict with pipeline operating company. The CONSULTANT will coordinate with the AUTHORITY throughout the review process to provide timely review of the crossing and feedback to crossings issues.

The **CONSULTANT** will provide the following:

1. Engineering Encroachment Review Report;
2. Stress Analysis;
3. Exhibit Drawing markups;
4. Review of material provided by HCRMA.

COMPLEX ANALYSIS – typical pipeline crossing (generally, larger diameter) with continued conflict with pipeline operating company. The CONSULTANT will coordinate with the AUTHORITY throughout the review process to provide timely review of the crossing and feedback to crossings issues.

The **CONSULTANT** will provide the following:

1. Engineering Encroachment Review Report;
2. Stress Analysis;
3. Exhibit Drawing markups;
4. Review of material provided by HCRMA;
5. Discussions with HCRMA legal team and pipeline operating company.

DESIGN SUPPORT – coordination, inclusive of design stress backup and slab/designs, of the approval for pipeline protection from the HCRMA and the pipeline operating company. The CONSULTANT will coordinate with the AUTHORITY throughout the design support timeline to ensure approval.

The **CONSULTANT** will provide the following:

1. Preliminary design calculations;
2. Proposed Slab profile;
3. Proposed Slab layout.

UTILITY RELOCATION SERVICES (for Potential Future Work Authorizations) – project management, encroachment engineering and design services for the relocation of existing utilities within the limits of the PROJECT.

ATTACHMENT C
SERVICES TO BE PROVIDED BY THE ENGINEER

UTILITY				STATUS
XING NO.	OWNER	SIZE	TYPE	
U-0031-009	Texas Gas Service	5"	Gas Line	Pending Review/Approval
U-0031-012	<ENTITY>	N/A	Gas Line	Pending Analysis
U-0031-013	<ENTITY>	N/A	Gas Line	Pending Analysis
U-0031-017	<ENTITY>	N/A	Gas Line	Pending Analysis
U-0031-026	<ENTITY>	N/A	Gas Line	Pending Analysis
U-0031-031	<ENTITY>	N/A	Gas Line	Pending Analysis
U-0031-032	<ENTITY>	N/A	Gas Line	Pending Analysis
U-0031-039	<ENTITY>	N/A	Gas Line	Pending Analysis
U-0031-040	TEXAS GAS SERVICE	6"	Gas Line	Pending Review/Approval
U-0031-041	<ENTITY>	N/A	Gas Line	Pending Analysis
U-0031-042	TEXAS GAS SERVICE	5"	Gas Line	Pending Review/Approval
U-0032-002	TEXAS GAS SERVICE	4"	Gas Line	Pending Analysis
U-0032-011	TEXAS GAS SERVICE	4"	High Pressure Gas Line	Pending Analysis
U-0032-028	MISSION PIPELINE	8"	High Pressure Gas Line	Pending Analysis
U-0032-038	MISSION PIPELINE	4"	Gas Line	Pending Analysis
U-0032-040	TEXAS GAS SERVICE	6"	Gas Line	Pending Analysis
U-0032-041	DEWBRE PETRO. CO.	2"	High Pressure Gas Line	Pending Analysis
U-0032-042	DEWBRE PETRO. CO.	4" GAS	Gas Line	Pending Analysis
U-0032-043	TEXAS GAS SERVICE	8" GAS	Gas Line	Pending Analysis
U-0032-047	TEXAS GAS SERVICE	4" GAS	Gas Line	Pending Analysis
U-0032-052	DCP MIDSTREAM	8"	Gas Line	Pending Review/Approval
U-0032-055	TEXAS GAS SERVICE	4"	Gas Line	Pending Review/Approval
U-0032-057	MISSION PIPELINE	8" GAS	Gas Line	Pending Analysis
U-0032-059	DEWBRE PETRO. CO.	2"	High Pressure Gas Line	Pending Analysis

ATTACHMENT E-1
Final Cost Proposal Form

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

“X”	Basis	
<u>X</u>	Lump Sum	The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and fixed fee. The Engineer shall be paid pro rata based on the percentage of work completed. For payment the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost.
_____	Unit Cost	The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and fixed fee. The Engineer shall be paid based on the type and number of units fully completed and the respective unit cost. For payment, the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown.
_____	Specified Rate Basis	The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. Payment shall be based on the actual hours worked multiplied by the specified rate for each type of labor plus other agreed to special direct cost items. The specified rate includes direct labor and indirect cost and fixed fee. The Authority may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit.
_____	Cost Plus Fixed Fee	Payment shall be based on direct and indirect costs incurred <u>plus</u> a pro rata share of the fixed fee based on the ratio of <u>labor and overhead cost incurred to total estimated labor and overhead cost in the FCP</u> or the percentage of work completed. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Engineer may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, provisional overhead rate and the fixed fee. <ul style="list-style-type: none"> __A. Actual Cost Plus Fixed Fee - Actual wages are paid (no minimum, no maximum). __B. Range of Cost Plus Fixed Fee – Actual wages <u>must</u> be within the allowable range shown on the Final Cost Proposal.

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

ATTACHMENT E-2

Rate Sheets

SPECIFIED RATE / LUMP SUM PAYMENT BASIS

PRIME OR SUBPROVIDER

NAME: _____ **SAENZ OIL & GAS SERVICES, LLC**

ATTACHMENT E-3
Max Amount Payable

ENGINEERING SERVICES DESCRIPTION	Task Cost
365 Tollway	
Base Analysis at \$1,500 / Analysis for Approx 12 Analyses	\$ 20,141.94
Complex Analysis at \$2,900 / Analysis for Approx 8 Analyses	\$ 22,884.96
Design Support for Pipeline Protection Slabs for Approx 10 slabs	\$ 9,065.00
<i>Maximum Amount Payable at Execution</i>	\$ 52,091.90

ATTACHMENT F
Work Schedule

ATTACHMENT F
Work Schedule

DELIVERABLE	DURATION
Initial Coordination Meeting	1 month after NTP
Base Analysis	4 days upon receipt
Complex Analysis	8 days upon receipt
Final Report Delivery	2 days upon approval
Design Support	As necessary and required

ATTACHMENT G

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

ATTACHMENT G

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

G.1 Project Deliverables

A. Electronic File Deliverables

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

ATTACHMENT G

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

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

11. UTILITIES

- a. Electric
- b. Gas
- c. Waste Water
 - i. Engineering Firm
- d. Water
 - i. Engineering Firm
- e. Telephone
- f. Cable
- g. TxDOT TMS
- h. MPO
- i. Sponsor Agency

12. DESIGN

- a. Batch plot
- b. Bridge
- c. Drainage
- d. Estimate
 - i. Preliminary
 - ii. Final
- e. General
- f. Geopak
- g. Miscellaneous
- h. Pavement Design
- i. PS&E
- j. REF Files
- k. Roadway
 - i. Driveways
- l. Standards
 - i. Bridge
 - ii. Drainage
 - iii. Illumination
 - iv. Electric
 - v. Pavement Markers
 - vi. Retaining Walls
 - vii. Roadway
 - viii. Signing
 - ix. SW3P
 - x. TCP
 - xi. TMS
 - xii. Traffic Signals

ATTACHMENT G

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

- m. Summary
- n. TCP
- o. Traffic
- p. Walls

13. DOCUMENTS

14. MSTN_File Structure

15. OLD FILES

- b. Hard copies of maps and reports shall be submitted to the RMA in clean, readable versions with an electronic back up for Authority files
- B. A “readme” file shall be created and placed under the “documents” subdirectory. The readme file will be composed of the minimum directory structure detailed above and modified to list particular files that are contained under the various subdirectories. This information will guide the end user to the location of particular files. In addition to the file information, the readme file should contain the general project information such as CSJ, limits of construction, and types of improvements.
- C. Formatting
 - a. All CADDSEALS placed on finished documents are to remain on that document and should not be removed.
 - b. All design file standards are MicroStation drawing files (*.dgn).
 - c. Where possible, *.dgn files should have a *.pdf companion file.

G.2. PHASE II – Advanced Project Deliverables

Project electronic deliverables for the following types of engineering work will be established in the appropriate work authorization.

- A. Geotechnical Deliverables
- B. Schematic Deliverables
- C. Field Surveying Deliverables
- D. Right of Way Deliverables
- E. PS&E Deliverables

ATTACHMENT H
DBE PARTICIPATION

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

Contract #: _____

Original Contract Amount: **\$0**

Date of Execution: _____

Approved Supplemental Agreements: **\$0**

Prime Provider: {Company Name}

Total Contract Amount:

\$0

Work Authorization No. : _____

Work Authorization Amount: **\$0**

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

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

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

1 Copy with Invoice - Hidalgo County Regional Mobility Authority Office

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

Print Name - Company Official /DBE Liaison Officer

Signature

Phone

Date

Email

Fax

ATTACHMENT H-4

Subprovider Monitoring System Final Report

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

DBE Goal: 12.2 %

OR

HUB Goal: %

Total Contract Amount: \$0

Total Contract Amount: \${Contract Amt}

Contract Number:

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

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

By: Prime Provider

Per: Signature

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

Notary Public _____ County

My Commission expires: _____

12/06 DBE-H4.A

ATTACHMENT H-5

Federal Subprovider and Supplier Information

The Provider shall indicate below the name, address and phone number of all successful and unsuccessful subproviders and/or suppliers that provided proposals/quotes for this contract prior to execution. You may reproduce this form if additional space is needed.

The information must be provided and returned with the contract.

Signature

Date

{Signatory Name, Position}

Printed Name

Email

Phone #

ATTACHMENT H-6

Authority/State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report

*Note: HUB certification status can be verified on-line at: <http://www2.cpa.state.tx.us/cmbl/hubonly.html> Rev. 10/07

ATTACHMENT H-7
DBE CERTIFICATIONS



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: **1462587257800**
File/Vendor Number: **504044**
Approval Date: **22-AUG-2017**
Scheduled Expiration Date: **22-AUG-2021**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

SAENZ OIL & GAS SERVICES, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 25-AUG-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

ATTACHMENT I
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/18/2017

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

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

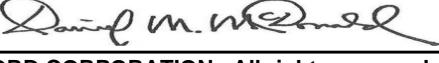
PRODUCER		CONTACT NAME: Linda Hernandez	
McDonald & Wessendorff Insurance 611 Morton Street		PHONE (A/C, No. Ext): (281) 342-2857	FAX (A/C, No): (281) 342-7367
Richmond TX 77469		E-MAIL ADDRESS: linda.cruz@mcwess-insurance.com	
INSURED		INSURER(S) AFFORDING COVERAGE	
Saenz Oil & Gas Services, LLC 800 Town & Country Blvd Suite 300 Houston TX 77024		INSURER A: Crum & Forster Specialty Ins 44520	
		INSURER B: Texas Mutual Insurance Company 22945	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1722119639 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			EPK115890	2/23/2017	2/23/2018	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	
							MED EXP (Any one person)	\$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			EPK115890	2/23/2017	2/23/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			EFX106966	2/23/2017	2/23/2018	EACH OCCURRENCE	\$ 5,000,000	
							AGGREGATE	\$ 5,000,000	
								\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / N	N / A	SBP0001248782	2/23/2017	2/23/2018	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
A	Errors & Omissions			EPK115890	2/23/2017	2/23/2018	Each Claim	\$1,000,000	

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

CERTIFICATE HOLDER	CANCELLATION
Hidalgo County Regional Mobility Authority (HCRMA) 118 South Cage Boulevard, 4th Pharr, TX 78577	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	Dan McDonald/LCH 

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ATTACHMENT J
CONFLICTS CERTIFICATION

ATTACHMENT J
CONFLICTS CERTIFICATION

1. Business Relationships:

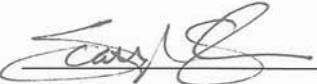
The RMA has adopted a conflict of interest policy which generally requires disclosure of any business relationships with RMA board members or key personnel, as designated on the Authority's website. The Conflict of Interest Policy for Consultants, the list of Board Members and Key Personnel, and the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

2. Adverse Matters:

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

3. Direct and Indirect Interest:

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

ENGINEER: 
BY: Scott A. Shelburne
DATE: 05 July 2017

ATTACHMENT K
DEBARMENT CERTIFICATION



**DEBARMENT CERTIFICATION
ARCHITECTURAL, ENGINEERING AND SURVEYING
("PROVIDER") CONTRACTS**

Form 2510
(Rev. 09/13)
Page 1 of 1

(1) The **PROVIDER** certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and
- (e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

SAENZ OIL & GAS SERVICES, LLC

Name of Provider

A handwritten signature in black ink, appearing to read "SAENZ OIL & GAS SERVICES, LLC".

Signature of Certifying Official

SENIOR ASSOCIATE

Title of Certifying Official

06 July 2017

Date

(2) Where the **PROVIDER** is unable to certify to any of the statements in this certification, such **PROVIDER** shall attach an explanation to this certification.

Exceptions will not necessarily result in denial of award. Providing false information may result in criminal prosecution or administrative sanctions.

* federal, state or local

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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>09/18/17</u>
FINANCE COMMITTEE	<u> </u>	MEETING DATE	<u>09/26/17</u>
TECHNICAL COMMITTEE	<u> </u>		

1. Agenda Item: RESOLUTION 2017-79 – APPROVAL OF WORK AUTHORIZATION NUMBER 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH SAENZ OIL & GAS SERVICES, LLC FOR UTILITY ENGINEERING ANALYSES, COORDINATION, AND DESIGN FOR CONFLICTING UTILITIES ON HCRMA PROJECTS.
2. Nature of Request: (Brief Overview) Attachments: X Yes No
Consideration and Approval of entering into a Work Authorization Number 1 for utility engineering services required for various HCRMA Projects' development.
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 2017-79 – Work Authorization Number 1 to the Professional Services Agreement with Saenz Oil & Gas Services, LLC for utility engineering analyses, coordination, and design for conflicting utilities on HCRMA Projects as presented.
6. Program Manager's Recommendation: Approved Disapproved X None
7. Planning Committee's Recommendation: Approved Disapproved X None
8. Board Attorney's Recommendation: Approved Disapproved X None
9. Chief Auditor's Recommendation: Approved Disapproved X None
10. Chief Financial Officer's Recommendation: Approved Disapproved X None
11. Chief Development Engineer's Recommendation: X Approved Disapproved None
12. Chief Construction Engineer's Recommendation: Approved Disapproved X None
13. Executive Director's Recommendation: X Approved Disapproved None



HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Saenz Oil & Gas Services, LLC

- CMT Services
- Environmental
- Engineering **Saenz Oil & Gas Services, LLC**
- Geo-Technical
- Surveying

WORK AUTHORIZATION SUMMARY

RESOLUTION 2017-79

Work Authorization # 1 Supplemental # _____

Amount **\$ 52,091.90**

Approved Work Authorizations:

Resolution No.	Description	Amount
WA No.		
	Subtotal from Cont. Page	<u>\$ 0.00</u>
	Total Approved WA	\$ 0.00

Proposed Work Authorization and/or Supplemental

2017-79	WA No. 1	\$ 52,091.90
---------	----------	---------------------

Goal and Options:

To obtain necessary utility engineering analyses, coordination, and design for conflicting utilities on HCRMA Projects--as needed.

Staff is recommending approval of this request in the amount of \$ 52,091.90
Proposed total approved WA and/or Supplementals \$ 52,091.90

E. Davila, Develop Eng
Requested By:

Work Authorizations Cont...**Resolution No.** 2017-79

Resolution No.	Description	Amount
WA No.		
WA No		
WA No.		

Subtotal \$ 0.00

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2017-79

APPROVAL OF WORK AUTHORIZATION NUMBER 1 WITH SAENZ OIL AND GAS SERVICES, LLC FOR UTILITY ENGINEERING ANALYSES, COORDINATION, AND DESIGN FOR CONFLICTING UTILITIES ON HCRMA PROJECTS.

THIS RESOLUTION is adopted this 26th day of September 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 2017-79 Approval of Work Authorization Number 1 to the Professional Service Agreement with Saenz Oil & Gas Services, LLC to provide Utility Engineering Services to the Hidalgo County Regional Mobility Authority in the amount of \$52,091.90;

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 Service Agreement with Saenz Oil & Gas Services, LLC to provide Utility Engineering Services in the amount of \$52,091.90 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 Utility 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 26th day of September 2017, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Rick Perez, Secretary/Treasurer

Exhibit A

Work
Authorization
Number 1

to the
Professional Service Agreement
with
Saenz Oil &
Gas Services,
LLC, for
Utility Engineering
Services for the
HCRMA

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 SAENZ OIL & GAS SERVICES, 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 \$52,091.90 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 June 30, 2018, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under "Article V of that certain Professional Services Agreement for Engineering / Design Services 365 TOLLWAY & IBTC Projects.

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

AUTHORITY

By: _____

Name: Pilar Rodriguez

Title: Executive Director

Hidalgo County Regional Mobility Authority

Date: _____

ENGINEER

By: _____

Name: Alfredo Saenz, Jr., P.E.

Title: General Manager

Saenz Oil & Gas Services, LLC

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 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.

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 PHOTGRAMMETRY (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.

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

The Work to be performed by Saenz Oil & Gas Services, LLC (SOGS) (CONSULTANT) under this agreement with the Hidalgo County Regional Mobility Authority (HCRMA) (AUTHORITY) will consist of pipeline encroachment engineering analysis and recommendations for pipeline crossings within the 365 TOLLWAY and IBTC projects. The pipeline crossings discovered to date have been provided at the end of this exhibit. These services will be provided as follows:

BASE ANALYSIS – typical pipeline crossing (generally, smaller diameter) with little to no continued conflict with pipeline operating company. The CONSULTANT will coordinate with the AUTHORITY throughout the review process to provide timely review of the crossing and feedback to crossings issues.

The **CONSULTANT** will provide the following:

1. Engineering Encroachment Review Report;
2. Stress Analysis;
3. Exhibit Drawing markups;
4. Review of material provided by HCRMA.

COMPLEX ANALYSIS – typical pipeline crossing (generally, larger diameter) with continued conflict with pipeline operating company. The CONSULTANT will coordinate with the AUTHORITY throughout the review process to provide timely review of the crossing and feedback to crossings issues.

The **CONSULTANT** will provide the following:

1. Engineering Encroachment Review Report;
2. Stress Analysis;
3. Exhibit Drawing markups;
4. Review of material provided by HCRMA;
5. Discussions with HCRMA legal team and pipeline operating company.

DESIGN SUPPORT – coordination, inclusive of design stress backup and slab/designs, of the approval for pipeline protection from the HCRMA and the pipeline operating company. The CONSULTANT will coordinate with the AUTHORITY throughout the design support timeline to ensure approval.

The **CONSULTANT** will provide the following:

1. Preliminary design calculations;
2. Proposed Slab profile;
3. Proposed Slab layout.

UTILITY RELOCATION SERVICES (for Potential Future Work Authorizations) – project management, encroachment engineering and design services for the relocation of existing utilities within the limits of the PROJECT.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

UTILITY				STATUS
XING NO.	OWNER	SIZE	TYPE	
U-0031-009	Texas Gas Service	5"	Gas Line	Pending Review/Approval
U-0031-012	<ENTITY>	N/A	Gas Line	Pending Analysis
U-0031-013	<ENTITY>	N/A	Gas Line	Pending Analysis
U-0031-017	<ENTITY>	N/A	Gas Line	Pending Analysis
U-0031-026	<ENTITY>	N/A	Gas Line	Pending Analysis
U-0031-031	<ENTITY>	N/A	Gas Line	Pending Analysis
U-0031-032	<ENTITY>	N/A	Gas Line	Pending Analysis
U-0031-039	<ENTITY>	N/A	Gas Line	Pending Analysis
U-0031-040	TEXAS GAS SERVICE	6"	Gas Line	Pending Review/Approval
U-0031-041	<ENTITY>	N/A	Gas Line	Pending Analysis
U-0031-042	TEXAS GAS SERVICE	5"	Gas Line	Pending Review/Approval
U-0032-002	TEXAS GAS SERVICE	4"	Gas Line	Pending Analysis
U-0032-011	TEXAS GAS SERVICE	4"	High Pressure Gas Line	Pending Analysis
U-0032-028	MISSION PIPELINE	8"	High Pressure Gas Line	Pending Analysis
U-0032-038	MISSION PIPELINE	4"	Gas Line	Pending Analysis
U-0032-040	TEXAS GAS SERVICE	6"	Gas Line	Pending Analysis
U-0032-041	DEWBRE PETRO. CO.	2"	High Pressure Gas Line	Pending Analysis
U-0032-042	DEWBRE PETRO. CO.	4" GAS	Gas Line	Pending Analysis
U-0032-043	TEXAS GAS SERVICE	8" GAS	Gas Line	Pending Analysis
U-0032-047	TEXAS GAS SERVICE	4" GAS	Gas Line	Pending Analysis
U-0032-052	DCP MIDSTREAM	8"	Gas Line	Pending Review/Approval
U-0032-055	TEXAS GAS SERVICE	4"	Gas Line	Pending Review/Approval
U-0032-057	MISSION PIPELINE	8" GAS	Gas Line	Pending Analysis
U-0032-059	DEWBRE PETRO. CO.	2"	High Pressure Gas Line	Pending Analysis

EXHIBIT C
WORK SCHEDULE

DELIVERABLE	DURATION
Initial Coordination Meeting	1 month after NTP
Base Analysis	4 days upon receipt
Complex Analysis	8 days upon receipt
Final Report Delivery	2 days upon approval
Design Support	As necessary and required

EXHIBIT D
FEE SCHEDULE / BUDGET

SAENZ OIL & GAS SERVICES, LLC
Utility Engineering / Encroachment Services

Exhibit D
Fee Schedule/Budget for
Hidalgo County Regional Mobility Authority (HCRM)

Work Authorization No. 1
Schedule Duration: 12/2018

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

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

Contract #: _____ Assigned Goal: 12.2% Prime Provider Saenz Oil & Gas Services, LLC

Work Authorization (WA)#: 1 WA Amount: \$0 Date: _____

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

Revised WA Amount: _____

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
FC	\$0
FC	\$0
Total Commitment Amount (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: Saenz Oil & Gas Services, LLC Address: 800 Town & Country Boulevard, Suite 300, Houston, Texas 77024 VID Number: PH: & FAX: (832) 491-8656 Email: alfredo@saenzoilgas.com	Name: <u>Alfredo Saenz, Jr., P.E.</u> <i>(Please Print)</i> Title: <u>General Manager</u> Signature Date
DBE/HUB Sub Provider Subprovider Name: VID Number: Address: PH: Email:	Name: _____ <i>(Please Print)</i> Title: _____ Signature Date
Second Tier Sub Provider Subprovider Name: VID Number: Address: Phone #& Fax #: Email:	Name: _____ <i>(Please Print)</i> Title: _____ Signature Date

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